



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

** Councilmember Greg Pitts will participate by phone
From 1711 Cedar Crest
Tahoe City, CA 96145*

ST. HELENA CITY COUNCIL
SPECIAL AND REGULAR MEETING
AUGUST 11, 2015

**4:00 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA**

**5:00 PM SPECIAL MEETING - STUDY SESSION
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA**

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

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the “Oral Communication” portion of the agenda may voluntarily complete a “Speaker Card” and submit it to the City Clerk BEFORE that portion of the agenda is called. Speaker cards are available on the table in back of the room. Please observe the time limit of three minutes.

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

2. CLOSED SESSION

**a. Public Employee Performance Evaluation - Government
Code Section 54957 Position: City Manager**

3. **OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (5:00 P.M.)**
4. **PLEDGE OF ALLEGIANCE**
5. **ROLL CALL**
6. **PUBLIC COMMENTS PERTAINING TO THE STUDY SESSION**
7. **STUDY SESSION**
 - a. Preliminary presentation of conceptual plans for an 80-room hotel and resort development proposal to be located at 1000 Mills Lane, submitted by Ted Hall of Farmstead at Long Meadow Ranch. No entitlement applications have been filed, and no formal actions will be taken, therefore no development rights will be granted as an outcome of this review.
CEQA Status: Not a CEQA project as no action is taken and no entitlements will be granted, this item is purely an informational presentation.
Presenter: Ted Hall, Farmstead at Long Meadow Ranch
8. **OPEN SESSION – COUNCIL WILL CONVENE TO REGULAR SESSION (6:00 P.M.)**
9. **PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.
10. **REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

PRESENTATIONS AND PUBLIC RECOGNITIONS

11. Proclamation – Proclaiming September "Childhood Cancer Awareness Month"
12. Proclamation – Proclaiming October "Manufacturing Awareness and Appreciation Month"

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

13. Consideration and proposed approval of Special and Regular Meeting Minutes of:
- Special Goal Setting Meeting Minutes of February 27, 2015
 - Regular Meeting Minutes of March 10, 2015

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

Recommendation: Approve

14. Consideration and proposed resolution approving the use of Lyman Park on September 16, 2015 for the Mexican Independence Day celebration event by the St. Helena Multicultural Committee

CEQA Status: The project qualifies for a Class 1 Categorical Exemption under Section 15301 in that it is a use of an existing public facility completely involving no expansion of use and completely within the City jurisdiction.

Lead Staff: Cindy Black, City Clerk

Recommendation: Adopt

15. Consideration and proposed resolution approving a professional services agreement with MuniServices for a vacation rental discovery and review program for a cost not to exceed \$2,000 for travel and out-of-pocket expenses and a contingency fee of 45% of the additional revenue received by the City from their services

CEQA Status: Not a CEQA Project

Lead Staff: April Mitts, Finance Director

Recommendation: Adopt

16. Consideration and proposed resolution awarding and approving a construction contract not to exceed \$175,000 with G.D.Neilson Construction, Inc. for the St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract – 2015

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

17. Consideration and proposed resolution finding an exemption from CEQA; approving and adopting the project manual; and authorizing the bid request for Bell Canyon Reservoir – install new frame and sluice gate on water intake tower, CIP Project W-84

CEQA Status: Categorically Exempt Section 15301

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

18. Consideration and proposed resolution approving Master Professional Service Agreements (MPSAs) with 15 Consultants to Provide Professional Services for Capital Improvement Project delivery. The MPSA does not authorize or guarantee work for consultants.

CEQA Status: Not a CEQA Project. This action does not approve any specific project. Each individual project will be subject to CEQA review.
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

19. Consideration and proposed resolution identifying the terms and conditions for Fire Department response away from their official duty station and assigned to an emergency incident

CEQA Status: Not a CEQA Project
Lead Staff: John Sorensen, Fire Chief
Recommendation: Adopt

20. Consideration and proposed resolution urging the State to provide new sustainable funding for State and local transportation infrastructure

CEQA Status: Not a CEQA Project
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

PUBLIC HEARING:

****Public Hearing item 21 was removed from the agenda at the request of the applicant.***

21. Consideration and proposed resolution approving Tentative Parcel Map Extension- Request for an extension of previously approved Tentative Parcel Map 2005-77 which subdivides an existing 40,946 square foot site into four individual parcels for single family residential development at 1486 Sulphur Springs Avenue

CEQA Status: The project is consistent with the previously adopted Mitigated Negative Declaration
Lead Staff: Noah Housh, Planning and Community Improvement Director
Recommendation: Adopt

NEW BUSINESS:

22. Consideration and proposed resolution adopting a Water Conservation Code Enforcement Policy, designating the Water Conservation Program Manager as a Code Enforcement Official for water related violation, and specifying all water waste fines collected be used for the Water Conservation Program

CEQA Status: Not a CEQA Project
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

23. Consideration and proposed resolution authorizing the City Manager to Submit an application for grant funds in the Amount of \$500,000 for the California River Parkways Grant Program for the Upper York Creek Dam Removal and Ecosystem Restoration Project

CEQA Status: Final EIR was approved for the Upper York Creek Dam Removal and Ecosystem Restoration Project on April 28, 2015

Lead Staff: April Mitts, Finance Director
Tracey Perkosky, Grants Manager

Recommendation: Adopt

24. Consideration to reaffirm Watershed Information and Conservation Council (WICC) primary member Vice Mayor White and appoint a Councilmember to the newly formed alternate position

CEQA Status: Not a CEQA Project

Lead Staff: Cindy Black, City Clerk

Recommendation: Affirm and appoint an alternate

25. Consider formation of an Ad Hoc Revenue Source Task Force to evaluate possible additional revenue sources for the City.

CEQA Status: Not a CEQA Project

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Discuss and give direction

ADJOURNMENT The next Regular City Council meeting is scheduled for September 8, 2015, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on August 7, 2015.



Cindy Black, City Clerk

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Study Session

Subject: Preliminary presentation of conceptual plans for an 80-room hotel and resort development proposal to be located at 1000 Mills Lane, submitted by Ted Hall of Farmstead at Long Meadow Ranch.

CEQA Status: Not and CEQA Project as no action is being taken and no entitlements will be granted. This item is purely an informational presentation.

Prepared By: Noah Housh, Planning and Community Improvement Director

Approved By: Jennifer Phillips, City Manager

SUMMARY

The proposed 80-room hotel development is being brought before the Council as a preliminary presentation of a conceptual design, prior to any applications being filed. The intent of this conceptual review is to allow the applicant to provide a brief presentation of the development concept to the City Council before finalizing the design and to allow the Council to provide preliminary comments on the concept of hotel and resort development on the property at 1000 Mills Lane.

This is not an entitlement action, and no development rights will be granted as an outcome of this review. As such, no resolution for approval or denial has been provided as a part of the preliminary presentation. Rather, the applicant is seeking general guidance on design and other issues associated with development of a hotel and resort on the project site. It is emphasized that any comments made by the Council on the conceptual proposal are informational and "non-binding" as no environmental analysis, staff analysis or other pertinent information has been conducted or provided to the Council as a part of this preliminary discussion.

BACKGROUND

The following is a brief history of the past planning actions related to the project site:

In 2006, the parcel was subdivided into four separate parcels.

In 2008, approval was granted to construct an approximately 20,000 square foot office building on one of the newly created parcels.

In 2010, applications were filed to construct up to 80,000 square feet of office space, along with a proposed development agreement. Neither the proposed development nor the draft development agreement was approved.

In June 2014, the property owner met with City staff regarding the potential to develop a resort hotel on the project site.

On September 2, 2014, the Planning Commission heard a preliminary presentation of a conceptual proposal for a resort hotel development on the project site.

On September 9, 2014, the City Council heard a preliminary presentation of the same conceptual proposal for a resort hotel on the project site, 1000 Mills Lane. No applications to develop the site were ever filed.

DISCUSSION

The project applicant has provided a conceptual design for an agriculture themed resort hotel on multiple parcels totaling approximately 10.24 acres at 1000 Mills Lane, proposed to serve as an extension of the existing Farmstead restaurant (just north of the project site at 738 Main Street). The preliminary presentation includes a project narrative, context plan, conceptual site plan, renderings and conceptual floor plans of the hotel rooms.

The conceptual design proposes 80 individual hotel rooms, a reception/administration building, spa, pool and numerous accessory buildings including a barn, smoke house, dehydrator and a gardening pavilion. The rooms are all proposed at approximately 400 square feet, and are all located within single story structures. The total amount of conditioned space proposed is approximately 40,000 square feet with an additional (approximately) 25,000 square feet of covered pavilions being proposed.

The site is proposed to incorporate agricultural uses on the portions of the site designated for agricultural land uses by the General Plan and zoning district (and throughout the resort grounds) including classes, farming, and agricultural demonstrations. Additionally, the proposed design incorporates fruit orchards surrounding the development, a pedestrian and bicycle trail connecting to Farmstead restaurant to the north and is proposed to be served by 70 parking spaces.

General Plan, Zoning and Specific Plan Consistency

The project site is designated for both Service Commercial and Agricultural land uses by the General Plan and zoning districts of the properties. A majority of the site is also

within the Urban Limit Line however portions of the proposed development appear to be located outside of the Urban Limit Line. Most of the elements of the development on the agriculturally designated parcels appear to be agricultural land uses consistent with the land use designations of these properties. Additionally, a portion of the property designated for Service Commercial land use is proposed to be "swapped" for a section of agricultural land adjacent to the Farmstead restaurant to accommodate the trail connection between the two sites.

The layout of the proposed hotel appears to meet the required setbacks and other development standards of the Service Commercial zoning district. The height of the proposed hotel structures appear to be consistent with the 35 foot height limit.

Highway 29 Specific Plan

The project site is included in the 2005 Highway 29 Specific Plan and the use of a hotel is consistent with the development anticipated by this Plan. The EIR prepared for the Specific Plan will likely assist in preparing the environmental documentation for the proposed hotel, as will the infrastructure analysis contained in the Specific Plan.

Entitlements Required

The proposed project would require analysis under the California Environmental Quality Act (CEQA), Use Permit, Design Review, Lot Line Adjustment and likely a Development Agreement. The project could also require a zoning amendment or (at a minimum) a zoning and General Plan consistency finding, if the total acreages of the Service Commercial and Agricultural designations are not changing. It should be noted that as part of this reconfiguration of the parcels, consistency with the Urban Limit Line will also need to be addressed.

Infrastructure Improvements

Road Improvements-Mills Lane will need to be reconstructed, widened, and realigned to line up with Grayson Avenue on the west side of Hwy 29 as identified in the Specific Plan. This will need to be done in conjunction with the development of a hotel on the site. Crossing arms will need to be concurrently built at the Wine Train tracks. A traffic signal is planned to be constructed at the Hwy 29 /Grayson Intersection next year. A new "leg" will need to be added to this signal to accommodate the realignment of Mills Lane. The hotel project, as part of any future entitlement process, will be required to pay for its fair share of needed infrastructure improvements. Additional improvements will also be required on La Fata Street to finish the roadway construction to City standards.

Drainage Improvements-The southern portion of the site, including the Mills Lane/La Fata Street intersection, currently experiences periodic flooding. This situation is expected to worsen once additional storm drain pipes are extended under Hwy 29 in the vicinity of Mills lane as part of the upcoming Hwy 29 CALTRANS work. As part of any

entitlement application, the applicant will need to prepare and submit a plan to address drainage and clean water requirements.

Specific Issues To Be Addressed In Future Entitlement Process

As mentioned, no formal action or entitlements are being requested and no vested development rights will occur as a result of this presentation and discussion. Before any decision can be made granting actual development entitlements, a significant amount of information will need to be prepared and presented to the City. Such information typically includes detailed environmental reports, traffic studies, visual and noise analysis, water neutrality reports, etc., in addition to fully detailed plan submittals.

Below is a general list of information needed to conduct entitlement processes in the City of St. Helena. However, the City may add items as part of any future entitlement review:

- While an Initial Study has not been completed given the scope, scale and location of the project a Project Level EIR or detailed Mitigated Negative Declaration will almost certainly be required, which may tier off of the Highway 29 Specific Plan EIR.
- Fire Department standard is all building exteriors must be within a maximum of 150 feet from where fire apparatus has access. On site fire hydrants will be required.
- On-site runoff will need to be contained to meet the current Clean Water requirements.
- The plans do not show project related landscaping adjacent to the Highway 29, Mills Lane intersection, which is the "window" to the project. Given this, it would be appropriate to consider "entry" landscaping and signage on Hwy 29 and Mills Lane.
- The issue of the Mills Lane intersection re-alignment and rail crossing will need to be addressed. A protected rail crossing will need to be designed, installed, and coordinated with the Wine Train, CAL TRANS, and possibly the CPUC.
- The sewer capacity of the lines serving the site will need to be verified.
- Some power lines may need to be put underground
- Water neutrality will need to be demonstrated or an alternative method of compliance (as identified in City Code Section 13.12.050) be granted by the City Council
- All signage will require separate sign permits
- The City currently has a "cap" on the number of restaurants and hotel rooms so a request to raise the restaurant and hotel "cap" will need to be submitted with the entitlement request.

- The future traffic signal at Mills Lane and Hwy 29 will need to be redesigned from a 3 way to 4 way signal.
- Additional details needs to be provided concerning all proposed construction and development
- Access to the adjacent Vet Hospital will need to be coordinated and preserved.

FISCAL IMPACT

Hotels can generate significant Transient Occupancy Tax (TOT) for a City. While no specific financial information was provided in the preliminary documents for this conceptual review, estimates of the projected TOT revenue to the City from a hotel of the type and size proposed (at 80 percent occupancy) are in the range of \$1.4 million per year (80 Rooms x \$500 per night x .12 x 292 (nights per year) = \$1,401,600), but can be higher or lower depending on the average room rate and occupancy.

As part of any future entitlement process for the hotel, it would be appropriate for the City to request a much more detailed fiscal analysis taking into account the City costs to serve the hotel, other revenue sources beyond TOT, and the additional tax revenue that expected to be generated by hotel guests shopping and dining in the City.

Planning Commission Comments on Conceptual Hotel Plans:

As previously noted, the Planning Commission, on September 2, 2014, reviewed a conceptual hotel plan on the same site. Although the applicant's schedule did not permit review of this plan by the Commission, the following is a summary of the applicable comments made by Commissioners regarding the previous hotel proposal at their September 2, 2014, meeting:

1. The hotel plan needs to address Dr. Gold's driveway needs/concerns.
2. The Hwy 29 Specific Plan applies to the site.
3. The importance of the site as a "gateway" into the City.
4. Consistency with the Urban Limit line will need to be addressed.
5. It is important to have a hotel manager that lives on site.
6. Consider providing some housing for hotel labor force, either on or off site.
7. Support for planting vineyards. Keep vineyards adjacent to Highway 29, and the importance of the landscaping on the Hwy 29 frontage for the project and the City.
8. That a conservation easement or similar mechanism be used to preserve the project's agricultural land.
9. Use drought friendly landscaping, avoid use of lawns.
10. Concerns over possible air pollution created by solid fuel fireplaces.
11. Have a water conservation plan to capture/retain precipitation to be used for irrigation.
12. The depletion of groundwater is an issue given the possible use of existing on site water wells.

13. Concerns about the ability of the proposal to meet the City's water neutrality requirements.
14. Project needs to address any potential privacy impacts on adjacent uses.
15. Consider the implementation of a tax on the project, possibly 1%, to offset cost of government services to the site.
16. Will events on site at the hotel be open to the public?
17. Will the proposed restaurant, spa, and other amenities be open to the public?
18. Traffic concerns, impacts on flow of traffic on Hwy 29.
19. The plan needs to be designed accommodate cyclists/pedestrians.
20. General support for exploring a hotel at this important location.
21. That the hotel provide guests with transportation/shuttle service to town and to local wineries.

RECOMMENDATION:

Staff recommends that the City Council receive the presentation by the property owner, and any comments from the public, and then provide general feedback as to the appropriateness of a resort hotel development on the property.

ATTACHMENTS

Applicant Provided Plan Set (Narrative, Context Plan, Site Plan, Conceptual Elevations)
Water Neutrality Policy

Farmstead at Long Meadow Ranch **Proposed Expansion Project**

August 3, 2015

Long Meadow Ranch proposes to expand the opportunity for visitors to experience the authentic agricultural character of the Napa Valley by extending the operations of its *Farmstead at Long Meadow Ranch* to an adjacent site.

Long Meadow Ranch is acquiring the 10-acre parcel, commonly known as “Doumani,” which is located on Mills Lane to the south of its current location at 738 Main Street. Through a lot line adjustment with the adjacent parcel owned by Dr. David Gold (St. Helena Veterinary Clinic), the existing Farmstead and Doumani sites will be integrated into a single contiguous facility.

With additional grounds for farming and agricultural demonstrations, coupled with overnight lodging, *Farmstead at Long Meadow Ranch* will enhance its standing as a comprehensive agricultural and culinary education destination.

Approximately 17 contiguous acres will be dedicated to agricultural and culinary activities with the combined footprint of Farmstead (2.94 acres), Doumani (10.24 acres), and the continued operation of the St. Helena Veterinary Clinic (3.94 acres). Together these parcels create a distinctive agricultural island at the south entrance to St. Helena.

The property’s agricultural zone and other landscaping areas will produce fruits, vegetables, honey, eggs, flowers, and other crops for use by Farmstead and for the sale at the onsite farmers market

- Gardens will be accessible for viewing and educational programs
- Extensive use of edible landscaping techniques, including herbs, citrus, and greens, will continue
- Lodging and overnight parking areas will be located in the context of a large, commercially productive, fruit orchard.

Long Meadow Ranch plans to construct and operate an approximately 80-room lodge, which will integrate with the existing Farmstead facilities

- Agricultural-themed architecture will continue
 - Compatible with existing Farmstead structures
 - Incorporates existing St. Helena Veterinary Clinic red barn as an architectural element
 - Consistent with affiliated properties at LMR Rutherford Estate and LMR Mayacamas Estate
 - Connects existing *Farmstead at Long Meadow Ranch* by walkway/cart paths
- Primary food & beverage service (lunch & dinner) will be provided by Farmstead restaurant, including

- Indoor and outdoor event spaces
 - Breakfast and limited room service
 - Cooking/food demonstrations
- A four-acre organically-certified agricultural zone will be developed including:
 - Gardening demonstration pavilion
 - Greenhouse
 - Composting
 - Husbandry demonstration area
 - Stable with small pasture for rotating livestock exhibit (lambs, goats, draft horses)
 - Poultry house
 - Apiary
- Additional specialty culinary facilities will be developed
 - Bakery
 - Demonstration kitchen and butcher shop with walk-in storage for large carcasses (also used as a service kitchen for breakfast and events)
 - Smoke house
 - Dehydrator
- Other amenities include
 - Meeting rooms for corporate groups with breakout rooms/areas
 - Event lawn and fire pit
 - Pool and spa with treatment rooms.

Farmstead will operate onsite, seasonally appropriate, educational programs (for up to approximately 25 persons) tied to farm-to-table topics such as:

- Culinary skills
 - Nose-to-tail butchery (lamb/hog/beef/poultry)
 - Cooking with Live Fire
 - Charcuterie at home
- Husbandry
 - Basics of bee keeping
 - Keeping a small poultry flock
- Farmhouse crafts
 - Making soap from olive oil and animal fats
 - Canning and pickling like Grandma
- Growing for the table
 - Herb gardening for amateurs
 - Pruning fruit trees.

As presently scoped, the project's new construction includes

- Clustered single story buildings with covered outdoor patios for up to 80 guest rooms
 - 400 square feet per typical guest room
 - 250 square feet of outdoor living space

- Accessory buildings, including
 - Multipurpose barn
 - Reception/administration
 - Garden pavilion
 - Spa
 - Ag pavilions
- Total area
 - Enclosed: approximately 38,000 square feet
 - Open under roof: approximately 25,000 square feet.

Long Meadow Ranch will continue to farm the property organically and to employ it proven sustainable practices

- State of the art water conservation methods
- Solar and other alternative power generation
- Solar and/or cogeneration heating
- Ice water chilling systems
- Salt-based (no chlorine) pool/spa systems.

The lodging and culinary facilities will require connection to the St. Helena municipal water supply

- On-site wells are not potable
- Annual water requirements for potable water are approximately 4.5 acre-feet
- All agricultural and landscape areas will utilize well water.

Access to the lodge portion of the property will be from La Fata Street

- Entrance will align with intersection of Mills Lane and La Fata Street
- Right hand turns onto Mills Lane will be restricted
- Ample parking will minimize local traffic
 - 70 parking spaces will be dedicated to lodge guests
 - Restaurant and event guests will use existing access from Charter Oak
 - Walkways will provide for foot travel within the property - with the support of electric carts – and for walking to the central business district
 - Employees will continue to use existing offsite parking.

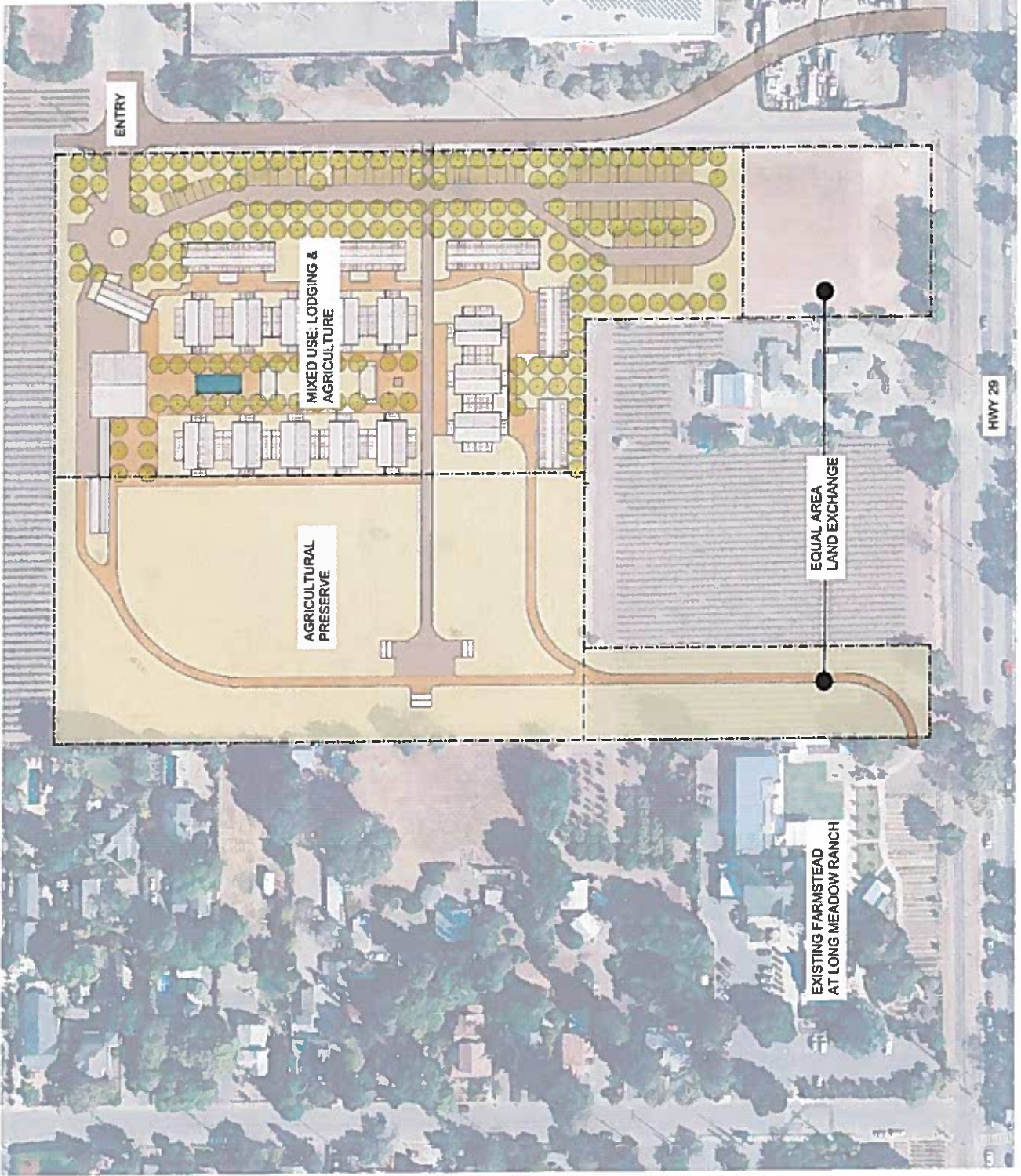
Long Meadow Ranch will cooperate with the City of St. Helena, CALTRANS, and Wine Train to improve long-term access to the property from Main Street via Mills Lane

- Realignment of Mills Lane with Grayson Street
- Improvement of the railroad crossing
- Installation of a four-way signal at Main Street
- Improvement of access to Mills Lane for St. Helena Veterinary Clinic
- Elimination of right hand turn restrictions from the property onto Mills Lane.

With the execution of a timely development agreement, construction will begin in fall of 2016 and be completed in February 2018.

FARMSTEAD AT LONG MEADOW RANCH PROPOSED EXPANSION PROJECT

DATE: 08.03.2015
SCALE: 1" = 100'-0"



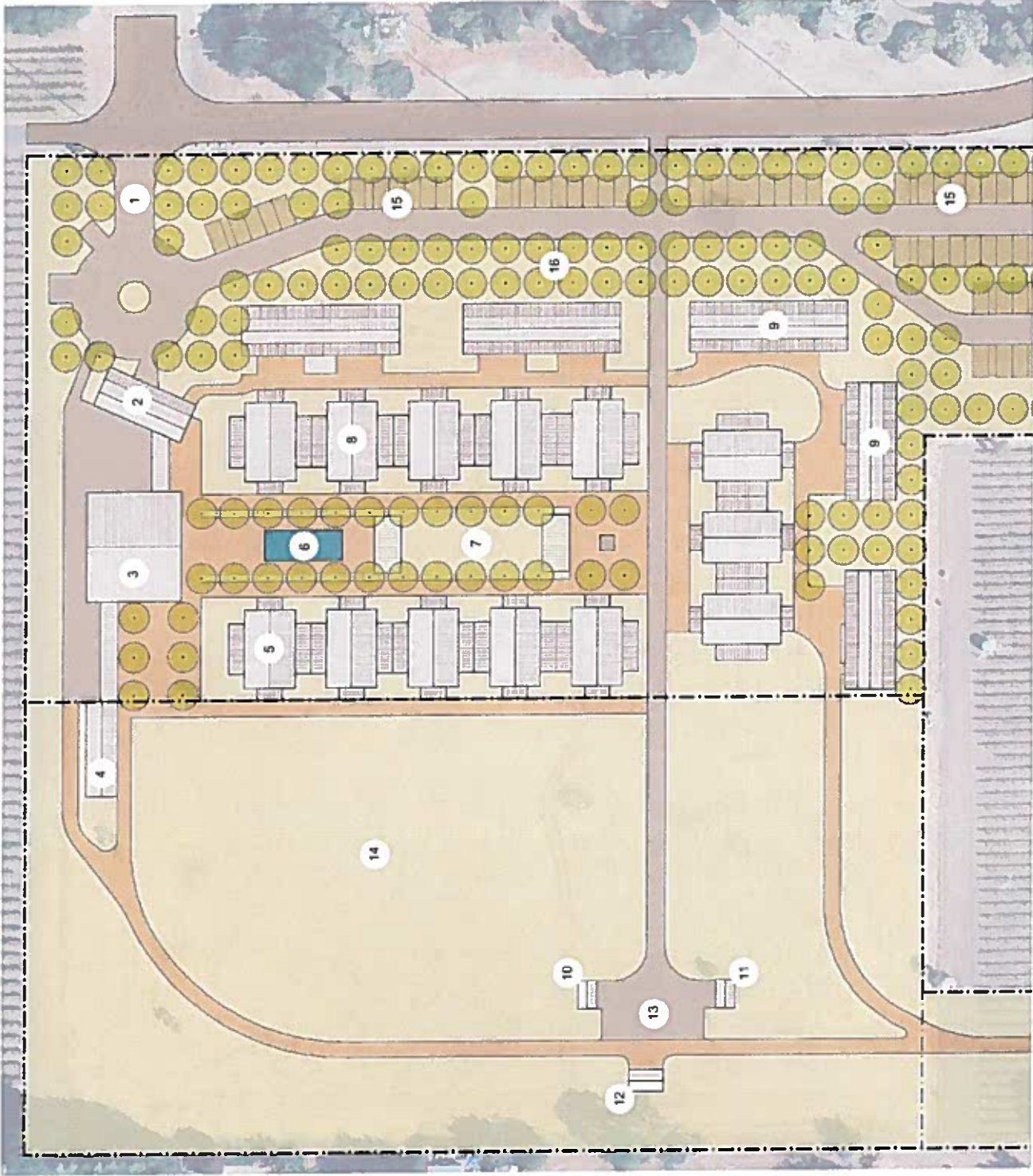
FARMSTEAD AT LONG MEADOW RANCH PROPOSED EXPANSION PROJECT

DATE: 08.03.2015
SCALE: 1" = 60'-0"



IDENTIFICATION KEY

1. Entry
2. Administration/Reception
3. Multipurpose Barn
4. Gardening Pavilion
5. Spa
6. Pool
7. Lawn
8. Unit Type A - Typical
9. Unit Type B - Typical
10. Smoke House
11. Dehydrator
12. Agricultural Building
13. Fire Turnaround
14. Agricultural Preserve
15. Parking (70 Spaces Total)
16. Commercial Fruit Orchard



FARMSTEAD AT LONG MEADOW RANCH
PROPOSED EXPANSION PROJECT



TURNBULL
GRIFFIN &
HAESLOOP

ARCHITECTS

1600 BUSH STREET, SUITE 200
SAN FRANCISCO, CA 94109
P 415.774.2200
F 415.441.1200
WWW.TURNBULLGRIFFINHAESLOOP.COM

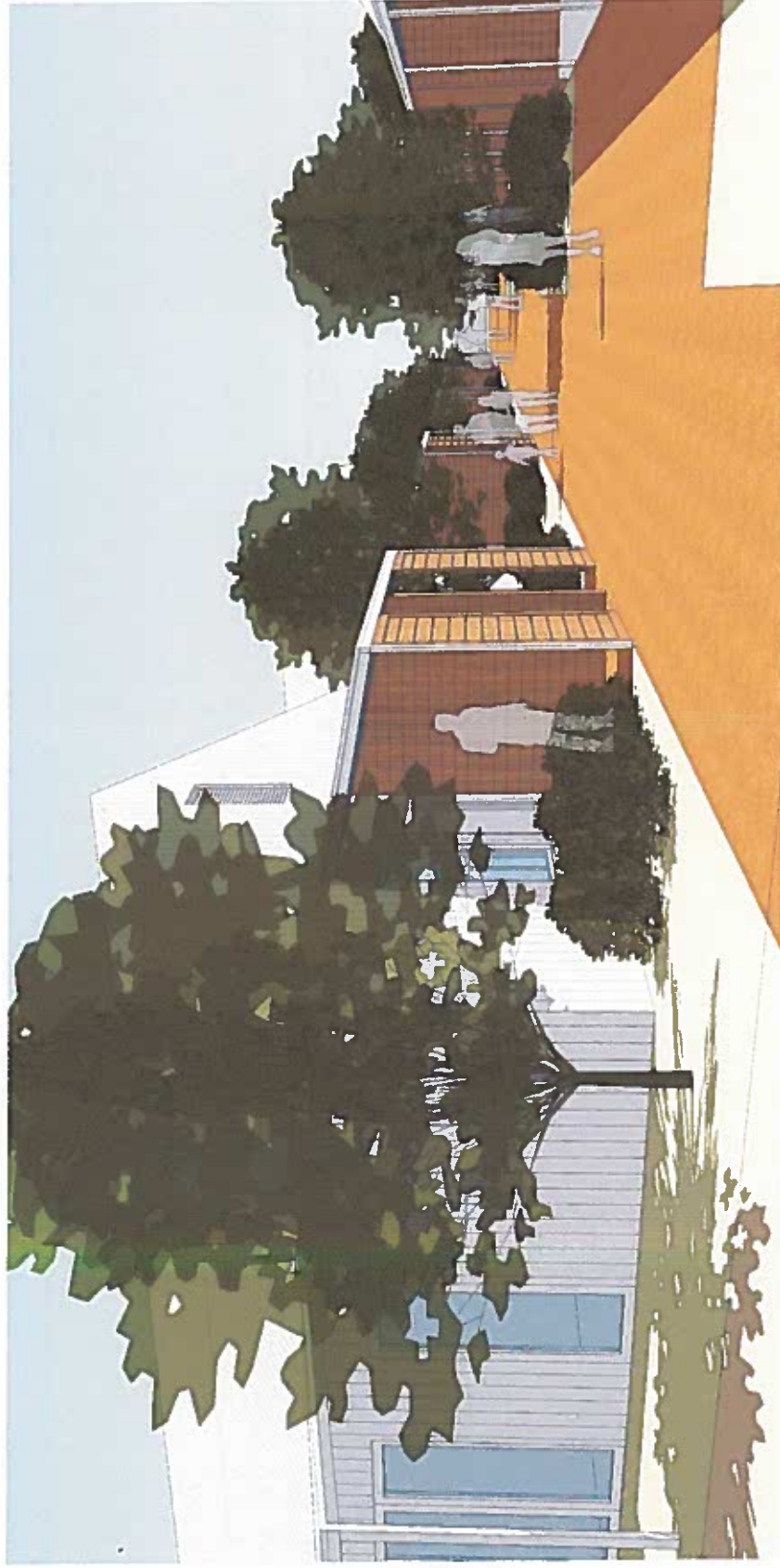
FARMSTEAD AT LONG MEADOW RANCH PROPOSED EXPANSION PROJECT

RENDERED TITLE:
UNIT A
VIEW
DATE:
08.03.2015
SCALE:





FARMSTEAD AT LONG MEADOW RANCH
PROPOSED EXPANSION PROJECT



FARMSTEAD AT LONG MEADOW RANCH
PROPOSED EXPANSION PROJECT

FARMSTEAD AT LONG MEADOW RANCH
PROPOSED EXPANSION PROJECT



CONTAINED TITLE:
POOL VIEW

DATE:
08.03.2015
SCALE:



FARMSTEAD AT LONG MEADOW RANCH PROPOSED EXPANSION PROJECT

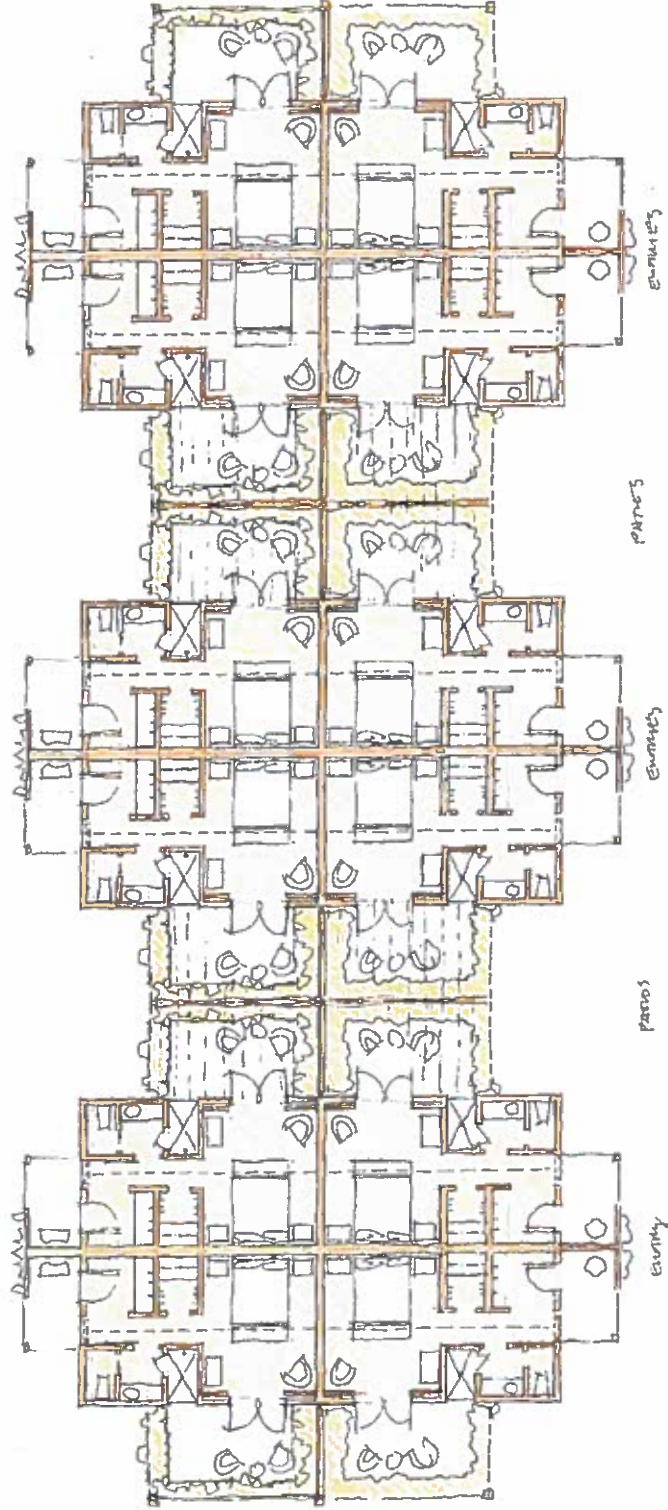
ISSUED: TUE 8:
VIEW OF
UNITS A & B
DATE
08.03.2015
SCALE

TURNBULL
GRIFFIN &
HAESLOOP

ARCHITECTS
1620 BLUSH STREET | 5TH FLOOR
SAN FRANCISCO, CA 94109
P 415-441-2300
F 415-441-2305
WWW.TGAARCHITECTS.COM

FARMSTEAD AT LONG MEADOW RANCH PROPOSED EXPANSION PROJECT

DEVELOPER
FLOOR PLAN
UNIT A
DATE
08.03.2015
SCALE
NTS

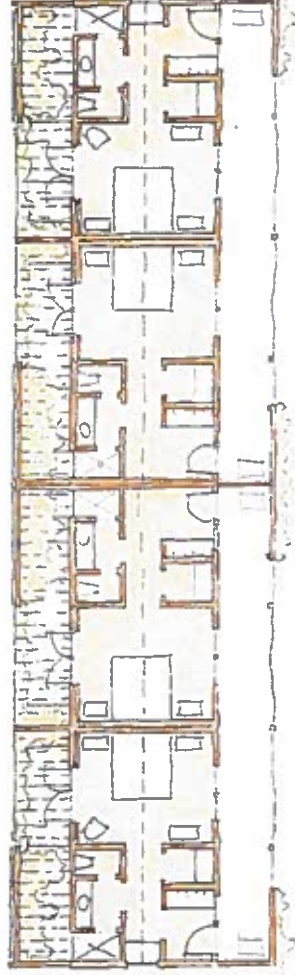


TURNBULL
GRIFFIN &
HAESLOOP

ARCHITECTS

1040 BUSH STREET, STE. 2ND
SAN FRANCISCO, CA 94109
P 415-441-5200
F 415-441-5205
WWW.TGAARCHITECTS.COM

FARMSTEAD AT LONG MEADOW RANCH
PROPOSED EXPANSION PROJECT



DRAWN BY
FLOOR PLAN
UNIT B
DATE
08.03.2015
SCALE
NTS

THIS PAGE IS
INTENTIONALLY
BLANK

City of St. Helena

PROCLAMATION

Proclaiming September as Childhood Cancer Awareness Month

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital at Stanford in Palo Alto, UCSF Benioff Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, be it resolved that I, Alan Galbraith, Mayor of the City of St. Helena, along with the St. Helena City Council, do hereby proclaim September as Childhood Cancer Awareness Month in the City of St. Helena. I also call upon the citizens, community agencies, faith groups, medical facilities, and businesses in St. Helena to commit ourselves and our community to increasing prevention, awareness and understanding of childhood cancer.

Dated: August 11, 2015

Alan Galbraith, Mayor

City of St. Helena

THIS PAGE IS
INTENTIONALLY
BLANK

City of St. Helena

PROCLAMATION

PROCLAIMING OCTOBER AS MANUFACTURING AWARENESS AND APPRECIATION MONTH

WHEREAS, Manufacturing Day is celebrated nationally on the first Friday of the month of October to showcase manufacturers and increase awareness of manufacturing careers.

WHEREAS, manufacturing jobs are critical to the economy and provide living wages with long-term career opportunities.

WHEREAS, manufacturing sector includes food processing, milk processing, beverage manufacturing, nut processing, paper products, food packaging, plastic products, steel products etc. and are the backbone of the economy.

WHEREAS, increasing awareness among students, parents, and community of local manufacturing careers is essential to encouraging manufacturing pathways.

WHEREAS, increasing opportunities for all to gain knowledge of the manufacturing careers within their immediate surroundings.

WHEREAS, coordinated and aligned efforts of public and private organizations is needed to collectively address the challenges of the skilled labor shortage.

WHEREAS, filling skilled labor shortage requires aligning and leveraging the efforts of public, private and nonprofit organizations.

WHEREAS, by working together with manufacturers, educational system, Workforce Investment Board, Economic Development Corporation, Chamber of Commerce, and other public and private organizations, the skilled labor shortage for short term can be solved, and long-term solutions can be developed.

WHEREAS, showcasing the regional commitment to manufacturing in the Napa Valley will encourage local expansion and attraction from other markets.

NOW, THEREFORE, be it resolved that I, Alan Galbraith, Mayor of the City of St. Helena, along with the St. Helena City Council, do hereby proclaim the Month of October, as the "Manufacturing Awareness and Appreciation Month".

Dated: August 11, 2015

Alan Galbraith, Mayor
City of St. Helena

THIS PAGE IS
INTENTIONALLY
BLANK

**SPECIAL MEETING
ST. HELENA CITY COUNCIL
SPECIAL ANNUAL STRATEGIC PLANNING MEETING
FEBRUARY 27, 2015
9:00 AM to 4:00 PM Special Meeting
St. Helena Fire Department Conference Room
1500 Main Street, St. Helena**

1. PLEDGE OF ALLEGIANCE

Mayor Galbraith called the meeting to order at 9:00 a.m. and the flag was saluted.

2. CALL TO ORDER AND ROLL CALL

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

Absent: None

Mayor Galbraith introduced Dr. Bill Mathis, who is the professional facilitator for this meeting.

3. PUBLIC COMMENT

Citizens addressed the Council regarding the following areas:

- Three things: 1) broaden horizons, 2) think big, need long-view perspective and be visionary with big ideas, 3) set quantifiable goals and accountability in meeting our goals
- Four principles for budget: 1) say yes, 2) we have jewels in our community like the library and fire house, 3) think of bigger pie vs. cutting, more money with services, 4) align decisions with values of citizens, such as education, open space, bringing people in, sense of community, contribution of workers, safe schools and access.
- Would like to see more patrolling on streets that have higher traffic volumes or known problems
- Keep family values in mind, family programming is key and consider what is already working such as the Library and Lego Club!
- Bicycling/Drivers – PD needs to focus on better enforcement; need better bike paths/lanes
- Difficulties with Budget – we need to look at new ways of organizing government, and what services are funded; this means culture shift – all options need to be on the table, look for synergy with other communities
- Support of Library – we hope there is a draft report from the meeting today so the community can view and comment on

- We need more money for our community, we want to see a tax to fix roads and increase safety, especially related to children's safety and student safety
- Friends of Library: Friends and Foundation continues to fund the Library, citizens /residents are more likely to use services of library than PD or Fire. We should reconsidered roundabouts downtown
- Our economic reality is a sobering reality, we need to make hard decisions and move forward, but need to understand we can't have everything. Don't be swayed by a few loud voices, these don't fully represent our community, we should focus on revenues and needs
- Economic Development is our highest priority, the business community wants to partner and the Chamber can help with increasing revenue, development fees are driving revenue, economic vitality can be helped by Chamber, we should focus on using an open mind and collaboration
- Revenue should be moved to the top of the priority list, non-profits need fiscal support, partnering can further benefit the community , we should also compare to what other cities are funding

4. Purpose of Annual Planning Session

City Manager Jennifer Phillips addressed the Council regarding not having staff capacity to deliver services and staff is struggling to meet required functions. Each department will also discuss current roles and responsibilities, and address what is needed to be a functional department with reasonable staffing schedules.

City Manager Phillips noted that staff would like feedback from Council so prioritizing can take place. Also, the purpose of the Study Session is to hear directly from Council on:

- Council addressing their ideas
- Status of Staff Capacity
- City Manager's Goals
- New Member Integration into Council
- Status of Budget
- Priorities
- Next Steps – March 24th review and adoption of goals and priorities

5. Council's Perspective of Roles and Challenges

Dr. Mathis opened a discussion with the Council that focused on the items listed below:

- What is my role on Council?
- My approach to City Business?
- 3 Biggest challenges for the day?
- My Ideal Outcomes for the session?

6. Challenges as Seen By Council?

- Ability to deliver core services
- Economic growth vs. stay small (reductions)
- General maintenance vs. falling behind
- Business friendly vs. keeping town character
- Budget reduction impact vs. new ideas/direction

Council Member Dohring:

Role: oversight and making sure resources are being used justly and that we provide services and safety. Approach: To get signal from community; it's what the community wants. Want to hear about core values, mission statement – before we get to goals. Need to know vision and mission before we can move forward. Three Challenges: Communication with community – there are polarities, need commitment and common ground; as a community we need help from experts. Ideal outcomes from today: not to be gloom and doom but realistic and positive about government. Optimistic as well as a realist view of City

Council Member Crull:

Role – develop policies, policy-making group and look to City staff to execute. Main priority is addressing revenue. Can't cut our way out of this problem, especially with limited ways to raise revenue. Business approach: need to focus, have goals to implement; City Manager Phillips is doing great job of setting the course, however we have out of date record keeping system and need to continue on a better track. Challenges: revenue and engagement with community with a wider group of people and would like to see a more balanced community voice. Outcome – need to feel that we are taking steps forward while getting input from community for their priorities. Need to look at ways to allocate services, outsource, sharing services with other towns, etc.

Council Member Pitts:

To serve as a voice for future generations; our General Plan needs to be put into a financial model; never had this. We need to explore options for engagement like social media. Need to analyze how much revenue we needed to function and focus on approved projects first. Need to get smart and pragmatic about change – there is logic and reason behind decisions. Want more volunteerism and collaboration in our small town. While we're short on money, we need to encourage improvement plans – without building more. Raising occupancy plans and working collaboratively, helping business community. Need to empower volunteers so they can help in all of these needs and desires. Biggest challenge today: be open minded, think big ideas, listen and work through as community. Ideal outcome would be to have an Action Plan.

Council Member White:

Role: Conduit between citizens/City government/staff. Policy maker; making resources available to staff so they can carry out the goals we decide. Need to prioritize goals with revenue for staff to carry out. Need capacity in City Hall to implement. We've cut back in many areas – need to bring all ideas for raising new revenue that we've been talking about for so long. Need to focus on long range goals. We have to provide staff in order for them to carry out. Challenge – Can't say "no" but must say "yes" as we decide from

everything on the table what we can proceed on and implement, supporting staff during this process. We're all frustrated.

Mayor Galbraith:

Role: To work collaboratively with colleagues as they work with the City; making decisions that need to be made. Leading Council – We need money; we're revenue short – must identify sources of revenue and then proceed to raise them. Time is short and we need to move now. We have long term issues and need shorter and quicker results; becoming a Charter City will help, move to adopt a property transfer tax, these will help right the ship. Focus on revenue today, move forward with ideas after making decisions after today.

7. 10-Year Forecast/Budget 2015-16?

City Manager Phillips: Two critical services: Water and Sewer that must continue and be well managed. General Fund revenue comes from property tax, sales tax, TOT and more. Our organization is working hard to deliver services; some areas are difficult to deliver. We need to organize our revenues, focus on the increases, plan for next recession, look at revenue sources all while working toward a 25% general fund reserve. Haven't hired any new staff except for a couple of part time interim positions; bringing in just enough revenue to cover what's due. We need to do is focus on covering basic operating costs. Our capital assets are our responsibility and include buildings, streets, public safety and technology. Costs are rising, park assets and streets and buildings are not being taken care adequately. Serious building issues will continue and we do not currently have funds or plans to address these issues. Equipment is out of date and needs to be upgraded or replaced, such as police vehicles, computers and software. Really appreciate staff, Council members and the community. We have a dynamic team today with a lot of confidence in them as they work together to make St. Helena amazing.

At 12:00 p.m. Mayor Galbraith called for a lunch recess. The meeting was reconvened at 1:00 p.m.

8. Department Activities, Capacity and Needs

City Manager Phillips – Administration Department: Overview of current staffing in City Manager's office. She explained her current roles, duties, and what her basic job description is as well as her staff's, which are the HR Manager and City Clerk. Additional positions are needed to address the current workload. Council asked about possibility of sharing services, which could be considered. Her priority would be getting records manager/coordinator on board, and an Administrative Assistant to support the two managers. However, although this option covers only functional services, currently there is no room for more staff in City buildings.

Finance Department: Finance Director took Council through the duties, roles, and all that is mandated to get done each year. Additional positions are needed to address the current workload.

Council asked about sharing services with neighboring communities and outsourcing grant administration, how current grants are managed and how much grant work one employee can handle. Partnering with other cities and outsourcing may be options but, it would depend on the situation/program and more information would be needed to make this determination.

Fire Department: Fire Chief has a new hire coming in March to serve as Administrative Assistant and explained all current duties and roles of Fire Department. Programs include: fire suppression, safety programs, school programs, on site programs for kids and more. He's paid to work one day per week (Thursdays); however, he works full time on a volunteer basis. Fire dept. will be cross training their new admin asst. with Administration. City Manager is working on emergency preparedness with Fire and other departments will work together to update the plan. Volunteer organization handles 740 calls annually the top three reasons for calls are: 1) medical, 2) falls by elderly, 3) public assist fires.

Library: Library Director presented one chart, as the Library is staffed at a functional level. She explained the structure of employees, volunteers, library advisors and all roles and duties. She talked about Library services and what they offer. If the library budget is cut, services would be impacted. Council asked about the people who use our Library who do not live in St. Helena and was looking for creative opportunities for contributions from users that are not residents. Council also asked about reviewing best practices for small libraries, increasing use of volunteers, automation of services, and other options to help off-set costs.

Planning Department: Community Development, Planning, permits, zoning, etc. Building inspection functions are contracted out and chain of command, roles and duties were discussed. Good relationships and partnerships help in small cities with limited resources. City does not have dedicated staff focused on affordable housing, code enforcement or economic development. Department has come a long way to today; there used to be one person taking care of all duties; now there are three full time permanent staff members in this Planning Department. Also, there is a potential of having a new Planning Director coming on board next month who can help to expedite projects. Council would like to have a new Economic Development Director who can handle issues at hand, oversee all that needs to be completed; there is no capacity currently for anyone to take that on.

Police: Police Chief explained her Org Chart. The department is in need of additional staff to help balance the workload, additional staff would allow for current staff to take vacation and holidays without the managers having to backfill. The department has no administrative support staff. The Police Dog is worth the funding, because in the long run he saves the department money, while building relationships in the community.

Public Works (including Water and Wastewater) – Went through the process of the Department that includes Parks, Wastewater Plant, Encroachment permits, Public Works, all Water issues – regional, storm water, trees, engineering. Additional staff is needed to ensure all laws and regulations are being met and facilities are properly maintained.

Recreation – With very limited staff (only 2.5 full-time employees), recreation provides summer Camps, Teen Center, Performance, Classes, summer staff, schools, facilities management, temps, sports, high school, summer, summer picnics, working with schools and supplements with the help of volunteers. They also partner with other towns, Calistoga, Yountville to improve and expand programming. Local businesses help to underwrite some of the costs in Soccer and other sports and a scholarship fund is currently being evaluated.

9. Council Discussion / Priorities/ Priority Setting/Goals: 2015-16

Highest needs/Projects by Council Member

Mayor Galbraith:

1. City's revenue - 1½ % Property Transfer Tax
2. Look at our Fees
3. Utility Enterprises

Council Member Dohring:

1. Start with Mission and Goals
2. Agrees with Mayor on his goals
3. Infrastructure

Council Member Pitts:

1. Solid long term financial plan
2. Transportation
3. Alternative Housing = Shared Service

Council Member Crull:

1. Right hotel, facelift, right fit in community
2. Looking at fees
3. Agrees with above

Council Member White:

1. Revenues
2. Capital Improvement – Reinvestment
3. Economic Development Director

Additionally, Council agreed that the following should be priorities:

- Long term financial plan should be updated annually
- Focus on what the City must have to operate. Grants are important. New hotels facilitated and expansion of existing hotels – either approve and see why approved pieces aren't being done; why are we at 53% when Yountville is 80% occupancy?
 - Existing hotels, occupancy rates
 - Why existing hotels are not expanding
- Property Transfer tax

PUBLIC COMMENT

Citizens addressed the Council regarding the following areas:

- Thank you so much for doing this; long overdue. Need high wage jobs; develop transportation solutions; streets; cost-benefit for City projects; City sponsored events; build up the middle class; Garden events with food; use professional people in town, retired, volunteers. Campaign for 2/3 vote; parking meters; design review board.
- Support the Transfer tax
- New hotel, Harvest Inn, will be renovated; annex Meadowood,; want to have fun together – revenue raising by community dinner = fun fund raiser
- Long term affordable housing from commercial developers coming in to the city

10. Priority Setting/Goals: 2015-16 (See Item 9)

11. Summary / Next Steps

A round table discussion ensued and it was the consensus of the Council:

- Thanks to everyone for coming; very educational for us in hearing from staff today; fantastic job. We all need to understand that we don't have cash; we all feel the hit in our revenue problem. Need to become functional – we can get there.
- Appreciate the positive input, all going the same direction; looking forward to progress and support.
- Thank you for coming; incredible group of people. Need to keep moving forward; when we come up with programs and look forward to March 24.
- I (Mayor) do endorse my colleagues and elegance of community input helped me a lot. This was well thought through presentation. Hope that everybody will take the word into the community. We need adequate staff on firm footing. Need revenue – property transfer tax will help us, also the TOT side is mostly in hands of private enterprise. CM has looked down the road and is figuring into her financial forecast. Let's take time to read and understand. Community needs to understand and support us.

- Very optimistic in going forward; can see the staff we have, our City Manager and staff are dedicated to the City. We all need to look at the work being done. We're committed to fiscal planning, wastewater planning. We're focused in the right direction with competent folks here. Need 2-way communication with all. As we set forth short term goals, need to also plan long term and come up with measurement so we can gauge how well we're doing.
- City Manager – wants to deliver services; is a doer – this has been very helpful to her and staff; very optimistic.
- **Summary of Top 6 Goals by Council - Outline of initiatives to be brought back as goals by March 24, 2015:**
 - Property Tax Transfer Tax
 - Look at all fee schedules and bring back options
 - Utility Enterprise rates and cost with recommendations
 - Set priorities for infrastructure improvements; bring back priorities
 - Bring back long term financial improvement plan – reviewed annually – include hotel completions and new and proposed projects
 - Hire Economic Manager/Assistant City Manager.
- **Present Goals and Priorities to Council for final review and adoption on March 24, 2015.**

Mayor Galbraith adjourned the meeting at 3:32p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**REGULAR MEETING
ST. HELENA CITY COUNCIL
March 10, 2015**

**5:30 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA**

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

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

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

Mayor Galbraith called for public comment regarding the Closed Session matters listed. There being none, the Council convened into Closed Session.

2. CLOSED SESSION

- a. Conference with Legal Counsel—Anticipated Litigation; Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (One potential case)

3. OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (6:00 P.M.)

The Regular Meeting was reconvened at 6:00 p.m. and City Attorney Thomas B. Brown reported there was no reportable action.

4. PLEDGE OF ALLEGIANCE

5. ROLL CALL

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

6. PUBLIC FORUM:

No public comment received.

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

Recreation Director Haidi Arias reported on the upcoming release of the summer newsletter highlighting all the community summer activities. She also noted the upcoming Bocce War will benefit the scholarship fund for summer activities.

PRESENTATIONS AND PUBLIC RECOGNITIONS

8. Presentation – GIVE BIG ST. HELENA! By Kelly Schaeffer, K-5 Parent/Teacher President and Ali Bowyer, RLS Parent Group President

K-5 Parent/Teacher President Kelly Schaeffer and RLS Parent Group President Ali Bowyer addressed the Council regarding GIVE BIG ST. HELENA!.

CONSENT ITEMS:

9. Consideration and proposed approval of Regular and Special Meeting Minutes of:

- a. Regular Meeting Minutes of May 13, 2014
- b. Regular Meeting Minutes of May 27, 2014
- c. Special Meeting Minutes of May 29, 2014
- d. Special Meeting Minutes of June 5, 2014
- e. Regular Meeting Minutes of June 10, 2014
- f. Special Meeting Minutes of June 23, 2014
- g. Regular Meeting Minutes of June 24, 2014
- h. Special Meeting Minutes of June 25, 2014 at 12:30 pm
- i. Special Meeting Minutes June 25, 2014 at 6:30 pm
- j. Regular Meeting Minutes of August 26, 2014
- k. Regular Meeting Minutes of September 9, 2014

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

Recommendation: Approve

City Clerk Cindy Black requested Item 9 be amended to include language in the heading of each set of minutes to include the following language: a complete video recording of this meeting, "except for closed session" can be found on the City's web page.

10. Second Reading and Adoption of Proposed Ordinance 2015-3 to Amend Chapter 13.32 Stormwater and Runoff Pollution Control of the St Helena Municipal Code to fulfill provisions E.6.A, E.10.C, E.12.G, and E.12.J of the State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ, NPDES General permit No. CAS000004

CEQA Status: Categorically Exempt, Section 15061(b)(3)

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt by title only

Mayor Galbraith removed Item 11 from Public Hearing to Consent.

11. Public Hearing to Approve resolution 2015-23 the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117 (395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000)

CEQA Status: Categorically Exempt, Section 15061(b)(3)

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

Councilmember Pitts moved to approve Consent Items 9-11 as amended. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Pitts, White, Dohring and Mayor Galbraith

NOES: None

ABSENT: Crull

PUBLIC HEARING

Item 11 removed to Consent after conducting the public hearing by opening the public hearing, receiving no public comment and closing the public hearing.

~~11. Public Hearing to Approve the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117 (395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000)~~

CEQA Status: Categorically Exempt, Section 15061(b)(3)

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

Councilmember Pitts recused himself from Item 12 and left the meeting room.

12. Consideration and proposed approval of resolution 2015-24 granting Guneet Bajwa on behalf of the Las Alcobas Hotel (also known as the Grandview Hotel) for Use Permit and Design Review approval to add a total of thirteen (13) new hotel rooms to the fifty seven (57) rooms already approved, for a total of seventy (70) hotel rooms at 1915 Main Street in the SC: Service Commercial District. The Proposed Project also includes a request to increase the limit on the total number of hotel rooms allowed Citywide by thirteen (13) rooms, thereby raising the limit from 329 rooms to 342 rooms

CEQA Status: An Addendum has been prepared to the previously approved Negative Declaration for this Project

Lead Staff: Victor Carniglia, Contract Planner

Recommendation: Adopt

Guneet Bajwa addressed the City Council on behalf of the Las Alcobas Hotel.

Public comment was received by a Pauli Ogden, Jerry Grotzky, Marty Bennett, Bill Salvage, Pam Simpson and Sandy Paoli.

Vice Mayor White moved to approve the amended resolution approving the findings attached to the addendum to the previously approved mitigated negative declaration as adequate to address the environmental impact to the project, approving a request by Guneet Bajwa to increase the total number of hotel rooms allowed within the City of St. Helena from 329 rooms to 342 rooms, an increase of 13 rooms, and approving a use permit and design review application, File No. PL 14-037, to allow 13 additional hotel rooms, along with related parking and associated site plan modifications, to the previously approved plans for the Grandview/Las Alcobas Hotel located at 1915 Main Street. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring and Mayor Galbraith

NOES: None
ABSENT: Councilmember Crull
RECUSE: Councilmember Pitts

Councilmember Pitts rejoined the meeting and was seated at the dais.

NEW BUSINESS

13. 2015 City Council assignments to various City and Napa County Boards and Commissions
CEQA Status: Not a CEQA project
Lead Staff: Cindy Black, City Clerk
Recommendation: Advise the City Clerk of any changes

No public comment received.

No Council action was taken.

14. Consideration and proposed approval of resolution 2015-25 adopting a New Schedule of Library fines and fees
CEQA Status: Not a CEQA project
Lead Staff: Jennifer Baker, Library Director
Recommendation: Adopt

Library Director Jennifer Baker reported on this item.

No public comment received.

Councilmember Dohring moved to adopt a resolution adopting a new schedule of Library fines and fees. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Councilmembers Dohring, Pitts, White and Mayor Galbraith

NOES: None

ABSENT: Crull

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 7:07p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of August 11, 2015

Agenda Section: Consent Calendar

Subject: Resolution approving the use of Lyman Park on September 16, 2015 for the Mexican Independence Day celebration event by the St. Helena Multicultural Committee

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The Mexican Independence Day celebration is an annual event put on by the St. Helena Multicultural Committee. The event is held on September 16th each year at Lyman Park and open to the community.

DISCUSSION

The St. Helena Multicultural Committee is hosting the annual Mexican Independence Day celebration at Lyman Park on September 16, 2015. The event is approximately from 5:00 to 10:00 pm and will be open to the community of St. Helena. An exchange of American and Mexican flags by the St. Helena Mayor and Mexican Consulate will take place during the event. The Committee is requesting to include food booths, wine tasting, music and dancing.

The Committee also requests flags to be hung authorized by Resolution 2009-76, "The American and Mexican flags are authorized to be displayed on September 16 in recognition of Mexican Independence Day". The flags are to line both sides of Main Street from Sulphur Creek Bridge to Pine Street.

FISCAL IMPACT

None

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt the attached resolution.

ATTACHMENTS

1. Resolution
2. Resolution 2009-76

CITY OF ST. HELENA

RESOLUTION NO. 2015-

**APPROVING THE USE OF LYMAN PARK
FOR MEXICAN INDEPENDENCE DAY CELEBRATION EVENT
BY THE ST. HELENA MULTICULTURAL COMMITTEE**

RECITALS

- A. The St. Helena Multicultural Committee has requested permission to host the annual Mexican Independence Day Celebration event at Lyman Park on September 16, 2015, from 5:00 pm to 10:00 pm.
- B. This event, will be open to the general community; it will include food booths, wine tasting, music and dancing.
- C. In consideration of the benefits of this event to the community, the City Council desires to waive the park fee and Encroachment Permit fee, if needed, but does not waive the permit requirement and the General Conditions applicable to said permit.

RESOLUTION

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

- 1. Permission is hereby granted to the St. Helena Multicultural Committee to use Lyman Park for the Mexican Independence Day celebration event with the conditions that if necessary, an Encroachment Permit is obtained, conditions and requirements are met and required documents provided to the City Manager.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2015 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

CITY OF ST. HELENA
RESOLUTION NO. 2009-76

**RESCINDING RESOLUTION NO. 2004-27 AND
AUTHORIZING AN AVENUE OF FLAGS PERMITTING
THE DISPLAY OF FLAGS ON CERTAIN HOLIDAYS AND
ALLOWING THE DISPLAY OF FLAGS FROM THE MEMORIAL
DAY HOLIDAY THROUGH SEPTEMBER 11TH**

RECITALS

- A. At the May 13, 2003 City Council Meeting American Legion Post 199 requested Council support of the establishment of an "Avenue of Flags" lining both sides of Main Street from Sulphur Creek Bridge to Pine Street.
- B. Public Works was directed to install brackets on the electroliers allowing for the display of flags.
- C. The American Legion stated that the flags will be made available for the City's use upon request and will be stored at the American Legion Hall.
- D. The American Legion requested the flags be displayed on Memorial Day, Flag Day, Independence Day, and Veterans Day.
- E. On June 24, 2003, the American Legion requested authorization to hang the flags for three days when the Fourth of July falls on a Friday as will occur on July 4, 2003.
- F. On January 2, 2004 the American Legion requested authorization to fly the American flag on Main Street for three days when a holiday mentioned in paragraph "D" falls on a 3-day weekend.
- G. On June 23, 2009 Council authorized the display of flags on Memorial Day through September 11th.

RESOLUTION

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

- 1. Approve an "Avenue of Flags" lining both sides of Main Street from Sulphur Creek Bridge to Pine Street.
- 2. Flags are to be displayed on the following holidays: Memorial Day, Flag Day, Independence Day, and Veterans Day.
- 3. The display of flags for the Memorial Day Holiday are authorized to remain displayed through September 11 (in memory of the 9-11-2001 event).
- 4. When the holiday creates a 3-day weekend, the flags are authorized to be displayed for three consecutive days.
- 5. The American and Mexican flags are authorized to be displayed on September 16 in recognition of Mexican Independence Day.

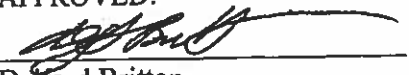
Approved at a Regular Meeting of the St. Helena City Council on June 23, 2009 by the following vote:

AYES: Councilmembers Sklar, Crull, Sanchez, Schoch, Mayor Britton

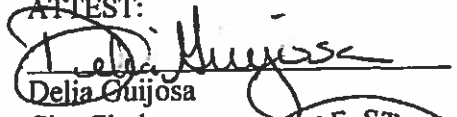
NOES: None

ABSENT: None

APPROVED:


Delford Britton
Mayor

ATTEST:


Delia Quijosa
City Clerk





**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Consent Calendar

Subject: Resolution approving a Professional Services Agreement with MuniServices for a Vacation Rental Discovery and Review Program for a cost not to exceed \$2,000 for travel and out-of-pocket expenses and a contingency fee of 45% of the additional revenue received by the City from their services.

CEQA Status: Not a Project

Prepared By: April Mitts, Finance Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City currently utilizes MuniServices (formerly MBIA MuniServices Company) to audit and report on sales tax revenue. The City has previously utilized MuniServices to complete compliance reviews of Transient Occupancy Tax (TOT) payers. St. Helena has benefited from the current and previous audit services provided by MuniServices and City staff has asked MuniServices to prepare a quote for a Vacation Rental Discovery and Review Program.

DISCUSSION

St. Helena Municipal Code Chapter 17.134 establishes a permitting process and appropriate restrictions and standards for short-term rental of single-family dwellings (Vacation Rentals). Within St. Helena there is a widespread perception of non-compliance with St. Helena Municipal Code regulating short-term rentals.

MuniServices offers a Vacation Rental Discovery and Review Program that is designed to build value, increase revenue, provide due diligence, and strengthen the working relationship between the City and the larger population of potential lodging providers.

The benefit of audit services provided by MuniServices is that it can detect, document, and correct non-compliance thereby increasing the City's tax revenue from hotels, motels, and vacation rental properties. There are two phases to the review conducted by MuniServices:

Phase 1: Identify vacation rentals within the City Limits

This phase is designed to establish a comprehensive list of vacation rentals currently out of compliance. It is estimated Phase 1 will take up to 90 days due to the labor intensity of the work involved.

Phase 2: Vacation rental owner's compliance

This phase of the project is the effort to bring non-compliant entities into compliance. MuniServices stresses the importance of approaching each interaction with the mindset that most entities are out-of-compliance by mistake not by intention. Having this mindset improves the efficiency of each contact and improves customer satisfaction because the entities experience MuniServices staff in a positive way rather than a confrontational way.

Once the review is complete MuniServices will submit a written compliance review report to the City that includes their findings; documentation that MuniServices believes is necessary to facilitate recovery of revenue due from lodging providers for prior periods for each error/omission identified and confirmed; and draft notices of deficiency determination, commendation and warning letters as applicable.

FISCAL IMPACT

A 45% contingency fee will be applied to the additional revenue received by the City as a result of the MuniServices review. In addition the City of St. Helena shall not exceed \$2,000 for travel and out-of-pocket expenses for their services.

Funds for the \$2,000 travel and out-of-pocket expenses are budgeted in #101-4300-2145. The 45% contingency fee is based on total amount collected and will not be taken from the General Fund.

RECOMMENDED ACTION

Staff recommends approval of the Resolution approving the Agreement with MuniServices for a Vacation Rental Discovery and Review Program for a cost not to exceed \$2,000 for travel and out-of-pocket expenses and a contingency fee of 45% of the additional revenue received by the City from their services and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A – Resolution Approving a Professional Services Agreement with MuniServices

Attachment B – Professional Services Agreement with MuniServices

CITY OF ST. HELENA

RESOLUTION NO. _____

**APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MUNISERVICES
FOR A VACATION RENTAL DISCOVERY AND REVIEW PROGRAM**

RECITALS

- A. The City desires to hire MuniServices to conduct a Vacation Rental Discovery and Review; and
- B. The City has contracted with MuniServices provide varies tax audits; and
- C. MuniServices has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

- 1. The City Council approves the Agreement with MuniServices for a total not to exceed amount of \$2,000 for travel and out-of-pocket expenses; and
- 2. The City Council approves the Agreement with MuniServices providing the compensation for MuniServices shall be a contingency fee of 45% of the additional revenue received by the City from the services; and
- 3. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on August 11, 2015 by the following vote:

Mayor Galbraith:

Vice Mayor White:

Councilmember Crull:

Councilmember Dohring:

Councilmember Pitts:

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on August 11, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MuniServices, LLC (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Vacation/Local Rental Review Program.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total compensation for travel and out-of-pocket expenses shall not exceed \$2,000.00. MuniServices compensation for providing Vacation Rental Discovery and Review shall be a contingency fee of 45% of the additional revenue received by the City from the services as outlined in Exhibit B, unless additional compensation is approved in accordance with Section 2.

B. As appropriate, Consultant shall furnish to City an original invoice for all work performed and expenses incurred in accordance with the provisions of Exhibit B. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.
- E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.
- F. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
 2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

G. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or first class mail, or express mail delivery service (i.e. FedEx, UPS, etc.) addressed as follows:

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: MuniServices, LLC

Attn: Legal Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711

Legal@muniservices.com
Phone: 559.271.6852

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an

award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall

lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: Doug Jensen

Name: Jennifer Phillips

Title: SVP Client Services

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

EXHIBIT A – SCOPE OF SERVICES

Vacation/Local Rental Review Program

Objectives and Methods

MuniServices Vacation Rental Discovery and Review Program increases compliance thereby increasing the City's tax revenue from hotels, motels and vacation rental properties. We have designed each component to build value, increase revenue, provide due diligence and strengthen the working relationship between the City and the larger population of potential lodging providers.

Scope of Work

MuniServices Vacation Rental Review Program maximizes the Client's tax revenue from hotels, motels and vacation rental properties. We have designed each component to build value, increase revenue, provide due diligence and strengthen the working relationship between the City and the businesses.

In order to achieve the desired objectives of increasing compliance and revenue, MuniServices shall:

Phase 1: Identify vacation rentals within the City limits.

There is a wide variety of reasons for why an owner may not be in compliance. This phase is designed to establish a comprehensive list of vacation rentals currently out of compliance. Here are main components of our search.

- **Identify data sources:** We use a number of for-fee and public-domain data sources to establish the true geographical area of the City, identify the business community participants and to gather important demographic information for those participants. Over the last 30 years we have isolated the most reliable, accurate and useful datasets to improve the accuracy of our lists and to reduce the costs of projects. We are able to pass those cost savings on to our clients.
- **Integrate data with records in our data warehouse:** As a natural evolution of gathering data for audits over the past 30 years, we have developed an enormous data warehouse containing over 19 terabytes of data. We integrate the data for this project into the warehouse, combining it with other records to complete the picture of each entity.
- **Data analysis:** After we have scrubbed and standardized the new data we run the data through proprietary systems designed to identify potentially non-compliant entities and cross check the data against your existing list of compliant entities. We continually analyze the output from our proprietary systems to ensure the identified entities match the target objectives.
- **Human factor:** Once our system completes its analysis we refine the list further through human analysis. Analysts comb through the output listing and conduct additional research to confirm, exclude or add additional entities to the final list.

The process results in a list of entities most likely out of compliance. We expect the Phase 1 part of the program to take up to 90 days due to the labor intensity of this type of work.

Phase 2: Vacation rental owner's compliance.

This phase of the project is the effort to bring non-compliant entities into compliance. We stress the importance of approaching each interaction with the mindset of entities is most frequently out of compliance by mistake not by intention. Having that mindset improves the efficiency of each contact and improves customer satisfaction because the entities experience our staff in a positive way rather than a confrontational way.

- **Contact entities:** We shall contact non-compliant entities directly by phone and through the mail to help them comply. We have found a three-stage letter campaign is often effective accompanied by outreach by phone and email. Each letter communicates the need for compliance and methods the entity may follow to comply. The City shall approve the letters for use in the campaign prior to launching the campaign.
- **Register entities:** We assist each confirmed unregistered or non-reporting entity, as necessary, to complete the City's applicable registration form(s) and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate.)
- **Invoicing:** We invoice each entity for the amount of identified deficiencies on behalf of the City. We include supporting documentation with the invoice. Entities shall remit their payments to MuniServices. We shall process and remit the payments net of our fee to the City.
- **Customer Support:** We establish a call center open during normal business hours to assist entities regarding questions concerning application of City's taxes and the entity's reporting and remittance requirements.
- **Educate entities:** The final step is to help educate the vacation rental owners' community about the rules, regulations and reporting requirements of having vacation rentals in the City to help prevent recurring deficiencies in future years.

Deliverables

Submit a written compliance review report to the designated City staff that includes our findings; documentation that we believe is necessary to facilitate recovery of revenue due from lodging providers for prior periods for each error/omission identified and confirmed; and draft notices of deficiency determination, commendation and warning letters as applicable, and recommendations. A report will be provided for each lodging provider reviewed.

Coordinate with designated City official(s) to review compliance review report;

Provide assistance to the City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and

Prepare and document any changes to the compliance review findings and provide revised tax, interest or penalty amounts due the City.

EXHIBIT B COMPENSATION

MuniServices' compensation for providing the service shall be a contingency fee of 45% of the additional revenue received by the City from the services. The 45% shall apply to the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the City. The term "current tax year" shall mean the most recent tax year for which local taxes are due and payable to the City, and in which MuniServices has identified deficiencies.

Taxpayers' payments and MuniServices' Invoice Process of the Program

The following section describes how MuniServices handles the taxpayers' payments and invoices the City for its fees related to compliance activities:

- Taxpayers' payments received by MuniServices shall be deposited into a general escrow account maintained by MuniServices. The taxpayers' payments deposited into the escrow account shall be remitted to the Client on a monthly basis net of MuniServices fees.
- MuniServices shall send to the City a remittance package no less frequently than once per month that may contain MuniServices' generated report identifying each taxpayer payment received and the amount of MuniServices fees attributed to the taxpayer payment, a check made payable to the City for the amount of fees collected less MuniServices' fees, and an invoice showing our contingency fee.
- Should there be any disputed payments MuniServices shall work with City to mutually resolve these issues. If the resolution results in City's favor, then MuniServices shall refund the applicable portion of the fee to the City within 10 days of resolution.

Out-of-Pocket Expenses

MuniServices reimbursement for out-of-pocket expenses and travel costs ("Travel Costs" include, but are not limited to, the costs of car rental, gasoline, and traveling time at a reduced hourly rate of \$50 per hour). City shall reimburse MuniServices for out-of-pocket expenses and Travel Costs up to a combined total of \$2,000. If MuniServices expects to spend more than \$2,000 for out-of-pocket expenses and Travel Costs, MuniServices shall get prior approval from the City for the amount greater than \$2,000. MuniServices will invoice these out-of-pocket expense and Travel Costs immediately upon delivery of the compliance review report. Payment will be made to MuniServices within thirty-days (30) of receipt of MuniServices' invoice. Any amounts which remain unpaid after thirty-days (30) shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, whichever is greater.

Additional Consulting

The City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and the City agree on the scope of additional consulting services requested, then MuniServices will provide the additional consulting services on a Time and Materials basis. Depending on the personnel assigned to perform the work, MuniServices standard hourly rates range from \$75 per hour to \$300 per hour. The following are sample hourly rates based on the job classification:

- Principal: \$300 per hour
- Client Services: \$250 per hour
- Information Technology (IT) support: \$200 per hour
- Operational Support:
 - Director: \$175 per hour
 - Manager: \$150 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced no less frequently than monthly based on actual time and expenses incurred.



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Consent Calendar

Subject: Consideration of a Resolution Awarding and Approving a Construction Contract Not to Exceed \$175,000 with G.D.Nelson Construction, Inc. for the St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract – 2015

CEQA Status: **Categorically Exempt, Section 15301, Existing Facilities**

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

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

BACKGROUND

This On-Call Contract will provide Staff with an efficient mechanism to utilize a contractor to perform repairs of sewer, water, storm water, parks, and transportation systems. Staff performed the necessary advertising and contract award for an amount not to exceed \$175,000.

Work associated with this contract will be completed on an as needed basis. Prior to any work and before any forces have been mobilized, the City and contractor will meet to review the scope of work required based on known information. The contractor will then provide a written estimate of the proposed work. Once an estimate of potential cost is known, City staff may prepare a change order to do the work or may decide not to do the work under this contract. The change order, if approved by the Director of Public Works, will encumber funds from appropriate City accounts. City funds will not be encumbered by this agreement until a change order is issued by the City. Once the change order is executed the contractor has a maximum of 14 days to start the work. Emergency work will require a change order to proceed although the requirement for an estimate of cost prior to the start of work may be waived at the City's discretion.

By performing the advertising and award of an On-Call contract now, this will eliminate the need to advertise and award for each maintenance work separately; thereby reducing the administrative time and expense associated with procuring contract services for small repairs. It is anticipated that this contract will be utilized for approximately one year, and the majority of work under this contract will be sewer and water system repairs.

Large capital projects will continue to be bid separately through public bid process.

On June 23, 2015 the City Council authorized Adoption of Resolution Approving the Plans, Specifications; and Authorizing the Bid Request for St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract - 2015 and made findings that the project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities used to provide sewerage services.

DISCUSSION

This on call contract has no specific scope and when work is performed it will be on a time and materials basis. This contract was bid based on the Caltrans time and materials method of payment, where the contractor bids on the labor surcharge markup percentage. Essentially, the contractor with the lowest labor surcharge rate is the low bidder. The dollar value of the contract is not affected by the bid.

The project was advertised for bids on June 23, 2015. The City Clerk received two (2) bids on Thursday July 23, 2015 as follows:

Contractor Name	Bid Amount
G.D. Nielson Construction Inc.	9%
Harold Smith and Son Inc.	13%

Staff has reviewed the bids and determined that G.D. Nielson Construction, Inc. is the responsible bidder submitting the lowest responsive bid. G.D. Nielson Construction, Inc. holds a valid Class A General Contractor's License in the State of California, with no enforcement actions listed. Their license expires on September 30, 2016.

FISCAL IMPACT

This contract does not have a financial impact at this time. Funds for work will be encumbered by the contract change orders that authorize the work at the time the work is initiated. Change orders will be issued only for work or projects that are included in the City's approved budget.

RECOMMENDED ACTION

Adopt attached resolution.

ATTACHMENTS

1. Resolution

CITY OF ST. HELENA

RESOLUTION NO. _____

**AWARDING A CONTRACT FOR ST. HELENA SEWER, WATER, STORM WATER,
AND SURFACE ON-CALL CONTRACT – 2015 TO G.D. NIELSON CONSTRUCTION,
INC. OF NAPA, CALIFORNIA**

RECITALS

- A. At its June 23, 2015 regularly scheduled meeting City Council authorized Adoption of Resolution Approving the Plans, Specifications; and Authorizing the Bid Request for the St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract – 2015; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on June 23, 2015, a notice inviting bids was posted and mailed to contractors inviting bids for the St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract – 2015; and
- C. Two bids were received and evaluated by the Director of Public Works; and
- D. The lowest responsive and responsible bidder for the Project was G.D. Nielson Construction Inc.

RESOLUTION

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

- 1. A contract with G.D. Nielson Construction Inc. in the amount of \$175,000 for St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract – 2015 is approved and the City Manager is authorized to sign the contract.

Approved at a Regular Meeting of the St. Helena City Council on August 11, 2015 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

THIS PAGE IS
INTENTIONALLY
BLANK



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Consent Calendar

Subject: Approve Resolution Finding an Exemption from CEQA; Approving and Adopting the Project Manual; and Authorizing the Bid Request for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84

CEQA Status: Categorically Exempt Section 15301

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

Approved By: Jennifer Phillips, City Manager

BACKGROUND

During a routine inspection by the Division of Dam Safety (DSOD) of the inlet valves on the Bell Canyon Intake Tower, the 24" valve at Elevation 385 (mid-level valve) was found to be inoperable. There were some attempts to carry out temporary repairs which were unsuccessful, and left the intake stuck in a partially open position.

In a December 2011 during routine inspection by the State Water Resources Control Board (SWRCB), Drinking Water Division, the City was directed to develop a plan and schedule to replace the mid-level valve on the Bell Canyon Reservoir intake tower.

In October of 2012, North Coast Divers, Inc. was contracted to conduct an inspection dive to video document the condition of the damaged intake gate and make recommendations based on those findings. The inspection revealed that the sluice gate and control rod had suffered damage and/or corrosion to a degree that complete replacement of the entire assembly was required.

In April 2013, the dive crew removed the damaged sluice gate from the Bell Canyon Intake Tower, and the opening was sealed with a temporary cofferdam. The sluice gate frame, slide, and control rod was recovered to the surface and custody transferred to the City.

On March 10, 2015, the City Council, by resolution authorized a professional service agreement with COWI North America, Inc. for Plans, Specifications and estimate for the Bell Canyon Reservoir Sluice Gate Replacement.

DISCUSSION

There are three valves on the Bell Canyon Reservoir intake tower located on the top middle and bottom of the tower. This project is replacing the middle valve on the intake tower.

This project is an important project for St. Helena's surface water production process for the following reasons:

1. Replacement of the middle valve will improve dam safety by allowing operators to discharge more reservoir water during wet weather events.
2. This project resolves a compliance issue with the DSOD and the SWRCB.
3. This project provides operators with the ability to pull water from different vertical locations along the intake tower at different times of the year which can positively impact the water quality that is delivered to the City's water customers.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities used to provide sewerage services.

FISCAL IMPACT

Capital Improvement Project W-84, Bell Canyon Intake Mid-Valve Repair budgeted \$100,000 in Fiscal Year 2015/2016. The current engineer's estimate for this repair project is \$130,000, so a budget adjustment will be needed in order to complete the project.

A budget adjustment will be presented to the City Council for consideration at the time the construction contract is awarded. The construction contract will not be awarded without the necessary budget adjustment to complete construction, and construction inspection.

RECOMMENDED ACTION

Adopt the attached resolution finding an exemption from CEQA; approving and adopting the Project Manual; and authorizing the bid request for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84

ATTACHMENTS

1. Resolution
2. Specifications may be viewed online at www.blueprintexpress.com/sthelenahelena

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

FINDING THE PROJECT EXEMPT FROM CEQA; APPROVING AND ADOPTING THE PROJECT MANUAL; AND AUTHORIZING THE BID REQUEST FOR BELL CANYON RESERVOIR – INSTALL NEW FRAME AND SLUICE GATE ON WATER INTAKE TOWER, CIP PROJECT W-84

- A. On March 10, 2015, the City Council, by resolution authorized a professional service agreement with COWI North America, Inc. for Plans, Specifications and estimate for the Bell Canyon Reservoir Sluice Gate Replacement; and
- B. Replacement of the Bell Canyon Reservoir sluice gate will improve dam safety and water quality to St. Helena's water customers; and
- C. The Capital Improvement Program provides funds for replacement of the Bell Canyon Reservoir sluice gate.

RESOLUTION

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

1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities; and
2. The Project Manual, available online and for viewing at City Hall, 1480 Main Street, is hereby approved; and
3. The City Engineer is authorized to solicit bids for the subject project.

Approved at a Regular Meeting of the St. Helena City Council on August 11, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

THIS PAGE IS
INTENTIONALLY
BLANK



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Consent Calendar

Subject: Consideration and proposed resolution approving Master Professional Service Agreements (MPSAs) with 15 Consultants to Provide Professional Services for Capital Improvement Project delivery. The MPSA does not authorize or guarantee work for consultants.

CEQA Status: Not a CEQA Project

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

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The Public Works Department and the Planning Department have the need to hire consultants to perform various professional services such as Capital Improvement Program (CIP) design and inspection, traffic engineering, environmental compliance, private development plan checking, land surveying, geotechnical testing and asset management.

Currently, City staff follows a Request for Proposal (RFP) process to hire individual consultants to work on individual projects. This MPSA process allows City staff to more efficiently hire consultants by performing one Request for Qualification (RFQ) inviting many consultants from multiple disciplines to submit Statement of Qualifications (SOQs) on general professional services. City staff will request then proposals from two or three consultants from the MPSA list to perform a specific task. Once the most qualified firm is selected, a Project Work Order can be used to initiate the work. The formal contract language is included in the MPSA whereas the scope and fee are included in the Project Work Order.

The MPSA does not authorize or guarantee work for consultants. It is possible that depending on City needs, some consultants will not be issued Project Work Orders and will therefore not work for the City.

DISCUSSION

On March 25, 2015 a Request for Statements of Qualifications to Provide Professional Services were emailed to consultants and was posted on the St. Helena Web site and eBidboard.

A total of 35 SOQ were received from consultants on May 1, 2015 for various professional services such as CIP design and inspection, traffic engineering, environmental compliance, private development plan checking, land surveying, geotechnical testing and asset management. A review board consisting of the Public Works Director, the Planning director and the Interim Assistant Public Works Director reviewed and ranked the SOQs based on qualifications and City needs. Fifteen consultants were selected to receive MPSAs.

The following consultants were selected to receive MPSAs:

1. Brelje & Race
2. West Yost Associates
3. Bennett Engineering Services
4. GHD
5. Green Valley Consulting Engineers
6. Coastland
7. Interwest Consulting Group
8. RGH Consultants
9. Geosphere Consultants
10. LSA Associates, Inc.
11. M - GROUP
12. AES
13. BKF
14. Albion Surveys, Inc
15. TJKM

FISCAL IMPACT

MPSAs do not have a fiscal impact at this time. Funds for the work will be encumbered by the Project Work Order at the time the work is authorized. Project Work Orders will be issued only for work or projects that are included in the City's approved budget.

The maximum cumulative total amount of all MPSA Project Work Orders is \$250,000, and the maximum amount of each individual Project Work order is \$50,000. Work orders will be approved by the City Manager.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt the attached resolution.

ATTACHMENTS

1. Resolution
2. Request for Statement of Qualifications to provide Professional Services to Engineering

CITY OF ST. HELENA

**RESOLUTION NO. _____
APPROVING MASTER PROFESSIONAL SERVICES
AGREEMENTS**

RECITALS

- A. The scope and ongoing nature of the City's Capital Improvement Project work requires that staff continue to use consultant services; and
- B. Establishing Master Professional Service Agreements (MPSA) streamlines the consultant selection process and allows Project Work Orders for specified scopes of services; and
- C. Consultant Statements of Qualifications received in 2015 were reviewed and consultants were selected by a Review Board.

RESOLUTION

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

1. MPSAs with the consultants listed in Exhibit A are approved and the City Manager is authorized the City Manager to execute the MPSAs.
2. The issuance of Project Work Orders with the consultants listed in Exhibit A is approved, provided the cumulative sum does not exceed \$250,000 unless increased by council resolution.
3. The City Manager is authorized to approve and execute each Project Work Order in an amount of \$50,000 or less.
4. The Finance Director is authorized to pay all proper claims for work performed under each Project Work Order.

Approved at a Regular Meeting of the St. Helena City Council on _____ by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Mayor

Cindy Black
City Clerk

Exhibit A
Master Professional Services Agreement
List of Consultants – August 11, 2015

Brelje & Race	475 Avation Blvd., Suite 120	Santa Rosa, CA	95403
West Yost Associates	2020 Research Park Drive Suite 100	Davis, CA	95618
Bennett Engineering Services	1082 Sunrise Ave, Suite 100	Roseville, CA	95661
GHD	2235 Mercury Way, Suite 150	Santa Rosa, CA	95407
Green Valley Consulting Engineers	335 Tesconi Circle	Santa Rosa, CA	95401
Coastland	1400 Neotomas Av	Santa Rosa, CA	95405
Interwest Consulting Group	6280 W Las Positas Blvd, Suite 220	Pleasanton, CA	94588
RGH Consultants	1305 North Dutton Av	Santa Rosa, CA	95401
Geosphere Consultants	2001 Crow Canyon Road Suite 210	San Ramon, CA	94583
LSA Associates, Inc.	157 Park Place	Pt Richmond, CA	94801
M - GROUP	1303 Jefferson Street Suite 100-B	Napa, CA	94559
AES	1801 7th Street, Suite 100	Sacramento, CA	95811
BKF	200 Fourth Street, Suite 300	Santa Rosa, CA	95401
Albion Surveys, Inc	1113 Hunt Av	St Helena, CA	94574
TJKM	1400 N Dutton Av, Suite 21	Santa Rosa, CA	95401



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

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

www.cityofstheleena.org

TO PROSPECTIVE CONSULTANTS

REQUEST FOR STATEMENTS OF QUALIFICATIONS TO PROVIDE PROFESSIONAL SERVICES TO ENGINEERING

The City of St. Helena's Public Works Department is soliciting Statements of Qualifications from consulting firms interested in being placed on to the City's list of approved consultants with a Master Professional Services Agreement (Agreement). The primary purpose of this Request for Statements of Qualifications is to establish a list of consultants of various disciplines who can assist the City with the completion of various Public Works projects and feasibility studies.

The firm's qualifications will be screened by a Review Board. Firms may be invited to an oral interview or may be selected based on the written information only. The City anticipates issuing MPSAs to 10 firms. Selected firms will be asked to enter into an Agreement; a sample of the proposed Agreement is attached as Exhibit "A". Be sure to review the insurance requirements of the Agreement, as your firm will be required to maintain the required insurance coverage for the duration of the Agreement.

When the need arises for specific engineering tasks, the City will request proposals as needed to ensure competitive evaluation and will issue Project Work Orders under the umbrella of the Agreement.

The Agreement does not obligate the City to issue Project Work Orders but establishes the contractual framework for them.

It is the City's intention to match project tasks to specific consultants based on their demonstrated experience and expressed interest. It is critical that your statements of qualifications identify all the anticipated areas under the following Scope of Services that you believe your firm is fully qualified to provide.

SCOPE OF SERVICES

Each project or task will be approved through a Project Work Order, complete with a project scope, fee estimate, schedule, and work plan. In the coming years it is expected that the City will require various planning, concept, design, specification writing, and construction administration services in association with new or expanded/upgraded systems such as the following (note that the following tasks are grouped only for organizational purposes and are not listed in any particular order):

Capital Improvement Projects; including but not limited to:

- Preparation of exhibits, plans, specifications, and cost estimates for the Construction of Streets, Bridges, Retaining Walls, Traffic Signals, Storm Drain, Sewer, Water, Water and Wastewater Treatment facilities, Creek Restoration, Parks, Pedestrian Paths, Buildings and

Related Projects

- Ancillary Services Related to Environmental Studies and Regulatory Assistance
- Surveying and GPS Services
- Structural Engineering Services
- Geotechnical Engineering Services
- Contract Bidding and Award Assistance
- Project Management

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)

Compliance Services:

- Preparation of required technical studies
- Initial Studies
- Negative Declarations
- Environmental Impact Reports

Environmental Consulting Services:

- Conduct Phase I and Phase II Investigations
- Coordinate with Landfills to Establish Disposal Requirements and Acquire Letters of Acceptance
- Coordinate Sampling, Analysis, and Reporting of Chemical Constituents of Soil and Groundwater
- Develop and Implement Work Plans and Corrective Action Plans for soil and groundwater contamination, including obtaining RWQCB approval
- Arborist services

Planning and Asset Management Services; including but not limited to:

- Instrumentation and SCADA Systems
- Hydraulic Modeling
- GIS Services

Traffic Engineering and Transportation Planning Consulting Services:

- Bicycle and Pedestrian Studies
- Traffic Counts (24 hour and turning movement counts)
- Geometric Design Review
- Coordinated Traffic Signal Timing Studies
- Neighborhood Traffic Studies

Construction Management and Inspection Services; including but not limited to:

- Administration of Consultant Services
- Project Coordination and Correspondence
- Schedule Management, Progress Meetings and Reports
- Payment Recommendation
- Changes and Claims Management
- Submittal Management
- Records Management and Document Control
- Contract Closeout
- Construction Staking
- Requests for Information (RFI)
- Change Order Scoping
- Coordination of Testing and Startup

- Progress Monitoring
- Construction Monitoring
- Public Relations

Private Development Plan Review

- Project conditioning
- Plan review

Geotechnical Testing

- Soils compaction testing
- Asphalt density testing
- R-Value testing
- Pavement coring

RESPONSE TO REQUEST FOR STATEMENTS OF QUALIFICATIONS

Four (4) hard copies of your statements of qualifications and an Adobe PDF version must be submitted to Glen Wright no later than 5:00 p.m. on May 1, 2015 at St. Helena City Hall, 1480 Main Street, St. Helena, Ca 94574. The Adobe PDF shall be delivered on a CD/DVD. Each statements of qualifications package shall be a maximum of 20 sheets double sided (40 pages) including all appendices and references, and shall comply with the requirements as set forth herein:

1. **Cover Letter.** The cover letter shall be signed by an official authorized to bind the firm.
2. **Introduction.** The statements of qualifications package shall contain an introduction and a general description of the services provided by the firm. Include an overview of your understanding of the services to be provided, the objectives to be achieved, and your approach to accomplishing the objectives.
3. **Scope of Services.** The statements of qualifications package shall list which services you are proposing to provide, and define your approach to provide these services. The proposed services shall be consistent with and incorporate elements discussed in the Scope of Work. Since no specific projects are assumed for your firm at this time, your response should describe your general approach to these project areas. At the same time, statements of qualifications shall be clear and concise, avoiding excessive content and unrelated work samples.
4. **Personnel.** The statements of qualifications shall identify your firm's capability and experience on similar types of projects. A description of the consultant's firm, organizational structure, location of the office which would manage these types of projects and other pertinent information shall be included. If the consultant plans to use the services of other consultants or individuals outside of their firm, descriptions and qualifications should be listed including any previous joint-experience. The statements of qualifications shall identify the specific personnel who will work on these types of projects including the extent of their participation and the individuals' related experience. If your firm proposes to provide services on a variety of projects, identify specific personnel who would work on each type of project.
5. **Staffing and Availability.** The statements of qualifications shall specify the number and availability of staff to respond to the City's needs with minimum notice for projects/tasks of varying duration.
6. **References.** List five municipal (City or County) clients for whom similar or comparable services have been performed. Include the name, mailing address, and telephone number of their principal representative, a detailed description of the specific projects supported, and the dates services were provided on these projects.
7. **Proposed Fee.** Please provide a current fee schedule for each position classification

required to provide the services described in the scope of work and all reimbursable fees and expenses. After contract award, specific Project Work Orders shall be issued under the Agreement based upon updated current fee schedules submitted by the selected consultant and negotiated with City staff.

8. **Contract.** The successful consultants will be required to execute the attached City of St. Helena Standard Master Professional Services Agreement. Particular attention should be given to the indemnity clause in the proposed agreement. This clause is not negotiable and will be included unaltered in the final agreement. Confirm that the attached contract and insurance requirements are acceptable.

CITY'S SELECTION CRITERIA

The following is a list of the City's criteria for the selection of a consultant for an Agreement:

- ✓ Responsiveness to requirements, terms, and conditions of this Request for Statements of Qualifications.
- ✓ Competence, technical ability, and experience of identified consultant personnel.
- ✓ Specialized experience of key project members applicable to the needs of the specific types of projects anticipated.
- ✓ Quality of consultant's related work experience (and demonstrated supporting references from their municipal clients).
- ✓ Salary scales commensurate with the quality of personnel required for the services to be provided.
- ✓ Proximity of consultant's primary support office to central St. Helena.
- ✓ Involvement of primary consultant staff in local, regional and national professional organizations.

Please contact me at (707) 968-2629 if you have any questions about this Request for Statements of Qualifications.



Glen Wright PE
Interim Assistant Public Works Director

Attachment: City of St. Helena Standard Master Professional Services Agreement

cc: Steven Palmer

EXHIBIT A

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on _____, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and _____ (Consultant).

RECITALS:

A. On March 25, 2015, City issued a Request for Statements of Qualifications ("RFQ") for the provision of professional services for the City, the general scope of which services are described in the RFQ.

B. Consultant has submitted a Statement of Qualifications in response to the City's RFQ and has further represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – SCOPE OF SERVICES

Subject to the City's issuance of one or more "Project Work Orders" to Consultant, substantially in the form attached as **Exhibit A**, Consultant agrees to perform services and work for the City.

A. City has the right, at its sole and absolute discretion, to request a "Proposal" or "Proposals" from Consultant for the performance of project-specific services and to issue "Project Work Orders" to Consultant, substantially in the form attached as **Exhibit A**, for the performance of such services. The City is under no obligation to issue any Project Work Orders under this Agreement.

B. The parties agree that Project Work Orders shall incorporate the terms and conditions of this Agreement and that upon execution by the parties, a Project Work Order shall be incorporated into this Agreement. In case of any conflict among the terms and conditions in this Agreement, a fully executed Project Work Order, or a Consultant Proposal attached to a Project Work Order, the order of precedence and control shall be as follows: (i) this Agreement; (ii) the Project Work Order, with respect to the project to which it applies; and (iii) the Proposal.

SECTION 2 – TIME FOR COMPLETION

Each Project Work Order shall identify the time for completion of services under the Project Work Order.

SECTION 3 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City shall pay Consultant on a cost reimbursement basis at the hourly rate(s) set forth in Consultant's fee schedule attached to a Project Work Order, in an amount not to exceed the amount set forth in the Project Work Order.

Total compensation under any Project Work Order shall not exceed the maximum amount stated therein.

B. Consultant shall furnish to City an original invoice for all services performed and, if permitted under a Project Work Order, expenses incurred, during the preceding month. The invoice shall itemize the services performed to the invoice date and include a progress report identifying services accomplished during the period, percent of each services task completed, and planned effort for the next period. The invoice shall also identify:

C.

- Exact title of Project Work Order
- Project Work Order number
- Original Project Work Order amount
- Subsequent Project Work Order amendment amount(s) (if any)
- Previously billed amount(s)
- Total amount received by Consultant to date for work under the Project Work Order
- Amount remaining allocated but unpaid under the Project Work Order
- Outstanding invoice numbers/amounts
- Percent of the total project services completed
- Consultant personnel who have worked on the project
- Number of hours each personnel worked during the invoice period
- Hourly charges, using the same staff and professional classifications used in the applicable fee schedule for the Project Work Order

D. Except for specific expense items (if any) expressly permitted under a Project Work Order, payments prescribed herein and under a Project Work Order shall constitute full and complete compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees.

E. City shall independently review each invoice submitted to determine whether the services performed and (if allowable) expenses incurred are in compliance with the provisions of this Agreement and the Project Work Order. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Project Work Order will not be completed satisfactorily within the maximum price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

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

SECTION 4 – STANDARD OF PERFORMANCE

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

SECTION 5 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 6 – INSURANCE REQUIRED

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

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:
 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

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

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

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

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

F. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the services performed by the named insured for the City.

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

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

SECTION 7 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials,

employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is a design professional, the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

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

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

SECTION 8 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 9 – CONFLICTS OF INTEREST

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

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

SECTION 10 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 11 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 12 – SUSPENSION OF SERVICES

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

SECTION 13 – COMPLIANCE WITH LAW

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

SECTION 14 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 15 – RECORDS

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 16 – COOPERATION BY CITY

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

SECTION 17 – NOTICES

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

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant:

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

SECTION 18 – TERMINATION

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

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

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

SECTION 19 – ATTORNEY FEES

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

SECTION 20 – ENTIRE AGREEMENT

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

SECTION 21 – SUCCESSORS AND ASSIGNS

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

SECTION 22 – CONTINUITY OF PERSONNEL

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

SECTION 23 – DEFAULT

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

SECTION 24 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 25 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall

lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 26 – SEVERABILITY

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

SECTION 27 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: _____
Name: Thomas B. Brown
Title: City Attorney

EXHIBIT A**CITY OF ST. HELENA
PROJECT WORK ORDER NO. ____**

PROJECT NAME: _____

CITY PROJECT MANAGER: _____

CONSULTANT: _____

CONSULTANT PROJECT MANAGER: _____

SCOPE OF SERVICES: See Consultant's Scope of Services/Proposal for Services and Fee Schedule dated _____, attached to this Project Work Order as Exhibit 1.

START DATE: _____ COMPLETION DATE: _____

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: _____

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Professional Services Agreement with Consultant, dated _____, 201____, which is hereby incorporated and made part of this Project Work Order. In the event of a discrepancy or conflict between the terms and conditions of the Project Work Order and the Master Agreement, the Master Agreement shall govern.

CITY OF ST. HELENA

By: _____
Jennifer Phillips
City Manager

Date: _____

[CONSULTANT]

A California corporation (or name other state, or LLC, sole proprietor, etc.)

By: _____
 Name: _____
 Title: _____

Date: _____

By: _____
 Name: _____
 Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Thomas B. Brown
Title: City Attorney

Attachments: Exhibit 1 - Consultant's proposal and fee for services for this Project Work Order



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Consent Calendar

Subject: A Resolution of the City Council of the City of St. Helena Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident

CEQA Status: Not a project

Prepared By: John Sorensen, Fire Chief

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The California Fire Assistance Agreement (CFAA) is the negotiated reimbursement mechanism for local fire agency responses through the California Fire Service and Rescue Emergency Mutual Aid System. The terms and conditions of reimbursement were amended on January 1, 2015, and now require an agreement to be on file in order for local agencies to be reimbursed for responses to state and federal incidents from the time of dispatch to the time of return, or "portal-to-portal" reimbursement.

DISCUSSION

On January 1, 2015, the newly ratified California Fire Assistance Agreement (CFAA) commenced, superseding the agreement entered into on October 20, 2009, and as extended January 1, 2014, June 30, 2014 and September 2014, between the State of California, Emergency Management Agency, State of California, Department of Forestry and Fire Protection, USDA Forest Service, Pacific Southwest Region, USDI Bureau of Land Management, California State Office, USDI National Park Service, Pacific West Region, USDI Fish and Wildlife Service, Pacific Southwest Regions, and USDI Bureau of Indian Affairs, Pacific Region.

In order for the City of St. Helena to be reimbursed for firefighter travel time to and from state and federal incidents, an agreement must be on file with the California Office of Emergency Services (Cal OES), Fire and Rescue Division, indicating how personnel will be compensated. The attached resolution, submitted for Council approval, shall serve as such agreement.

FISCAL IMPACT

The City of St. Helena has historically been reimbursed portal-to-portal; there is no further fiscal impact should the resolution be approved. Should the resolution not be approved, the City of St. Helena will not be reimbursed for "portal-to-portal" firefighter pay, and will be responsible for those costs.

RECOMMENDED ACTION

Approve Resolution No. XX-2015, to allow for reimbursement of "portal-to-portal" travel time, for Department of Interior incident responses.

ATTACHMENTS

1. Resolution No. 2015-XX
2. Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire agencies between State of California, Governor's Office of Emergency Services; State of California, Department of Forestry and Fire Protection; USDA Forest Service, Pacific Southwest Region; USDI Bureau of Land Management, California State Office; USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT

RECITALS

- A. The St. Helena Fire Department is a public agency located in the County of Napa, State of California; and
- B. It is the City of St. Helena's desire to provide fair and legal payment to all its employees for time worked; and
- C. The City of St Helena will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and
- D. The City of St. Helena will compensate its employees overtime in accordance with their current Resolution while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

RESOLUTION

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

- 1. Personnel shall be compensated according to the current City of St. Helena Resolution which identifies personnel compensation in the workplace.
- 2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will to compensate such personnel.
- 3. The City of St. Helena's Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
- 4. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

5. Fire Department response personnel include: Fire Chief, Assistant Chief, Fire Captain, Engineer/Apparatus/Equipment Operator, Firefighter/Paramedic, Firefighter/EMT, and Firefighter.
6. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on August 11, 2015, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

**AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE
TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES**

Between

**STATE OF CALIFORNIA, GOVERNOR'S OFFICE OF EMERGENCY SERVICES;
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION;
USDA FOREST SERVICE, PACIFIC SOUTHWEST REGION;
USDI BUREAU OF LAND MANAGEMENT, CALIFORNIA STATE OFFICE;
USDI NATIONAL PARK SERVICE, PACIFIC WEST REGION;
USDI FISH AND WILDLIFE SERVICE, PACIFIC SOUTHWEST REGION; and
USDI BUREAU OF INDIAN AFFAIRS, PACIFIC REGION**

THIS AGREEMENT made and entered into on last date signed by and between the State of California, Governor's Office of Emergency Services, hereinafter referred to as **Cal OES**; the State of California, Department of Forestry and Fire Protection, hereinafter referred to as **CAL FIRE**; the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management (BLM), California State Office; the USDI National Park Service (NPS), Pacific West Region; USDI Fish and Wildlife Service (FWS), Pacific Southwest Region, and USDI Bureau of Indian Affairs (BIA), Pacific Region, hereinafter referred to as the **Federal Fire Agencies**; all parties hereinafter referred to as the **Cal OES, CAL FIRE, and the Federal Fire Agencies**, under the provisions of the Act of December 12, 1975, PL 94-148, the Act of April 24, 1950 (16 USC 572), the Reciprocal Fire Protection Act, 42 USC 1856a, the Disaster Relief Act of 1974, PL 93-288, and The Federal Land Policy and Management Act of 1996, (PL 94-579, Sec. 307(b)).

NAME

This Agreement shall be entitled "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies", hereinafter referred to as the "**California Fire Assistance Agreement**", or CFAA.

RECITALS

1. The Federal Fire Agencies are responsible for providing a level of wildland fire protection for federal lands, as designated by Congressional action and Federal policy; and
2. CAL FIRE is responsible for providing a level of wildland fire protection for State Responsibility Area lands, as designated by the State Board of Forestry and Fire Protection; and

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

3. For efficiency and effectiveness, CAL FIRE and the Federal Fire Agencies may exchange protection area responsibilities with the understanding that Local Responsibility Area lands are not part of this Agreement or included in the exchange; and
4. Cal OES is responsible to provide for systematic mobilization, organization, and operation of necessary fire and rescue resources through the California Fire and Rescue Mutual Aid System in mitigating the effects of disasters and to ensure that the responding agencies understand the terms and conditions of the Agreement applicable to their response; and
5. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies, at times of severe wildfire conditions and other emergencies, often have need of emergency apparatus and/or personnel to provide fire protection or perform other tasks during control actions; and
6. Cal OES, through the California Fire and Rescue Mutual Aid System, has such emergency apparatus and personnel, which may be available in the spirit of cooperation for dispatch and use; and
7. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish and enter into an Agreement for the prudent use of such emergency apparatus and personnel; and
8. Cal OES, CAL FIRE, and the Federal Fire Agencies will generally use this Agreement for engines, water tenders, and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place; and
9. This Agreement may be used to reimburse overhead for incident management teams where a local agreement is not in place; and
10. Cal OES, CAL FIRE and the Federal Fire Agencies shall use this Agreement as the fiscal authority for reimbursing local government agencies for the use of their resources. Annual operating plans may be utilized at the local level to facilitate administrative and operational issues; and
11. When this Agreement is exercised to obtain Cal OES resources and/or resources through the California Fire and Rescue Mutual Aid System, those resources will be reimbursed pursuant to this Agreement; and
12. When ordering any resource in Recital 5 of this Agreement from other agencies through the California Fire and Rescue Mutual Aid System, a local agency may utilize this Agreement as the fiscal authority for reimbursing other local agencies; and

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# 15-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

13. Responsibility for determining the basis for requesting assistance through this Agreement rests with the Incident Commander or through the Emergency Command Center. The Incident Commander is responsible for all assignments and tactical decisions for resources obtained through this Agreement; and
14. Except as otherwise provided in Recital 25 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury including death, of employees, agents, and contractors, except that this waiver shall not apply to intentional torts; and
15. **Agreement Committee**
 - 15.1 **California Fire Assistance Agreement Committee.** A California Fire Assistance Agreement Committee (the 'Committee') shall be formed by Cal OES for the purpose of negotiating the terms of the CFAA, and for maintenance of the Agreement. For the purposes of coordination, Cal OES Fire and Rescue Division Chief, or the Chief's designee, shall serve as the Chairperson.
 - 15.2 **Composition of the Committee.** The Committee shall consist of Cal OES, CAL FIRE, the Federal Fire Agencies, and three advisory representatives from local government fire agencies in California: one from Northern California, one from Southern California, and one representing volunteer fire departments. The local government agency representatives shall be appointed by the Chairperson of the State of California Fire and Rescue Advisory Committee/FIRESCOPE, Board of Directors.
 - 15.3 **Meetings to establish reimbursement rates and new methods of reporting or invoicing.** The Committee will meet in person annually to establish the Base Administrative Rate, Personnel Base Rates, and Equipment Rates to become effective upon publication of the rate letter each year. These rates will be published annually by Cal OES Fire and Rescue Division, in an "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies Rate Letter".

The Committee will also review the Average Actual Rates, Actual Administrative Rates, Workers' Compensation Rates, and the Unemployment Rates on file with Cal OES Fire and Rescue Division, as well as negotiate procedural changes. The Average Actual Rates, Actual Administrative Rates, Workers' Compensation Rates, and Unemployment Rates are subject to change throughout the year due to labor negotiations, cost of living increases, and insurance rate recalculations, etc.
 - 15.4 **Change in rates after the publication of the Annual Rate Letter.** Cal OES will monitor and track the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates and will notify the Committee of any rate changes. The Committee will, at a minimum, conduct a

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

conference call to formally discuss the new rates and determine if they are valid for a revised rate letter publication. Cal OES will forward the revised rates to the CFAA signatories for a two week review. Once the review process is complete and approved, a revised rate letter will be established and released for publication to the California Fire and Rescue Mutual Aid System Agencies.

- 15.5 **Meetings to re-negotiate the Agreement.** The Committee shall schedule meetings to begin no later than 12 months before the expiration date of the CFAA for the purpose of re-negotiation. It is recommended that the Committee produce the final document for signatures no later than six months before the expiration date of the Agreement.

The Committee will meet as necessary to make adjustments or changes to the Agreement.

THEREFORE, it is agreed as follows:

TERMS AND CONDITIONS

Incorporation of Exhibits into Agreement

16. The following exhibits are incorporated into this Agreement:

- A. Reimbursement Policy and Procedures
- B. ICS Type 3, 4, 5, 6, & 7 Engine, Equipment, Personnel, & Training Standards for Fire and Emergency Assistance
- C. Reimbursement for Personnel Rotation
- D. Communications Capabilities
- E. ICS Tactical Water Tender, Equipment, Personnel, and Training Standards for Fire and Emergency Assistance
- F. FEMA Equipment Rate Formula
- G. Reimbursement Policy and Procedures for Outside the State of California Assignments
- H. In-State Travel and Incident Related Expenses
- I. Definitions

Exhibits to the Agreement may be revised upon request of the signatory agencies. The latest revision of any exhibit will be automatically incorporated into this Agreement without requiring a formal modification as defined in Recital 34.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Requests for and Release of Emergency Apparatus and Personnel

17. Under this Agreement, Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies may request emergency apparatus and personnel from the California Fire and Rescue Mutual Aid System. Resources ordered pursuant to this Agreement will be processed through the California Fire and Rescue Mutual Aid System. Cal OES will fill these orders by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.
18. Cal OES, CAL FIRE and the Federal Fire Agencies will use the current Resource Order Form (automated Resources Ordering and Status System, or equivalent) for all requests. Cal OES, CAL FIRE, and the Federal Fire Agencies shall not be responsible for any emergency apparatus and personnel not confirmed by their respective order and request number(s). Cal OES, CAL FIRE, and the Federal Fire Agencies are responsible for documenting within the request that the resources are being ordered under this Agreement.
19. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies release or reassignment of emergency apparatus used pursuant to this Agreement will be coordinated through the on-scene Cal OES Fire and Rescue Chief Officer, the local jurisdiction agency representative, or their authorized representative. The Cal OES Chief officer or representative will ensure the inspection and inventory of such emergency apparatus prior to release to its home base in accordance with incident-established inspection and demobilization procedures.

Protective Clothing and Equipment

20. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by the most current version of the rules found at California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq.

Emergency Apparatus

21. Emergency apparatus shall meet minimum ICS type standards.

Communications Capabilities

22. **Strike Team/Task Force Leaders.** It shall be the responsibility of the jurisdiction sending a Strike Team/Task Force Leader to ensure that the leader has adequate communications capability. Adequate communications capability is identified and defined in the Statewide FIRESCOPE Frequency Plan.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Emergency Apparatus. It shall be the responsibility of the jurisdiction sending emergency apparatus to ensure that the emergency apparatus has common communications capability with the Strike Team/Task Force Leader. It is desirable that emergency apparatus have adequate communications capability as defined above.

Reimbursement Procedures

23. Provisions and procedures for reimbursement by Cal OES, CAL FIRE, and the Federal Fire Agencies for fire and emergency assistance are defined in Exhibit "A", Reimbursement Policy and Procedures. CAL FIRE and the Federal Fire Agencies will provide Cal OES Fire and Rescue Division with current billing addresses. Reimbursement for personnel on Cal OES-owned emergency apparatus shall be to local jurisdictions that provide such personnel by apparatus assignee Agreement with Cal OES.
24. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish a system that supports the electronic processing of salary surveys, invoices, and other pertinent documents.

Reimbursement for Emergency Apparatus Loss or Damage

25. Cal OES, CAL FIRE, and the Federal Fire Agencies may reimburse California Fire and Rescue Mutual Aid System Agencies providing resources through the California Fire and Rescue Mutual Aid System for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator, shall be the responsibility of the local agency providing the emergency apparatus or support equipment.
26. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.
27. Except as otherwise provided in Recital 25 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors. This waiver shall not apply to intentional torts.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Claims Dispute Resolution

28. Should a California Fire and Rescue Mutual Aid System Agency not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with a forest agency, it should contact the appropriate agency's claims division, listed below:
- 28.1 **California Department of Forestry and Fire Protection Incidents:**
Victim Compensation and Government Claims Board
630 "K" Street
Sacramento, CA 95814
- 28.2 **U. S. Forest Service Incidents:**
Albuquerque Service Center
Claims Management
101B Sun Ave. NE
Albuquerque, NM 87109
- 28.3 **National Park Service Incidents:**
Fire Management Office
National Park Service
333 Bush St., Suite 500
San Francisco, CA 94104
- 28.4 **Bureau of Land Management Incidents:**
Bureau of Land Management
Branch of Fire and Aviation Management
2800 Cottage Way
Sacramento, CA 95825
- 28.5 **Fish and Wildlife Service Incidents:**
Fish and Wildlife Service
Pacific Southwest Region
2800 Cottage Way, W1834
Sacramento, CA 95825
- 28.6 **Bureau of Indian Affairs Incidents:**
Bureau of Indian Affairs
Branch of Fire and Aviation Management
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Examination and Audit

29. California Fire and Rescue Mutual Aid System Agencies and Cal OES shall be subject to examination and audit for five years after the final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited, to the cost of administration.

Appropriated Fund Limitation

30. Nothing herein shall be interpreted as obligating any parties herein to expend funds, or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

Officials Not To Benefit

31. No member of, or Delegate to, Congress or Resident Commission shall be admitted to any share or part of this Agreement or to any benefit to arise therefore, unless it is made with a corporation for its general benefit.

Civil Rights and Nondiscrimination

32. The cooperators shall comply with all federal statutes relating to nondiscrimination and all applicable requirements of all other federal laws, executive orders, regulations, and policies. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for "reasonable accommodation" in hiring of persons with disabilities; and (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et. seq.).

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Previous Agreements Cancelled

33. This Agreement supersedes the Agreement entered into on October 20, 2009, and as extended January 1, 2014, June 30, 2014, and September 1, 2014 (Cal EMA# 6022-9, CAL FIRE# 7CA00236, USFS# 09-FI-11052012-150, NPS# H807507003, BLM# BAA081002, F&WS# 802233-9-J001, BIA# AGP000768), between the State of California, Emergency Management Agency; State of California, Department of Forestry and Fire Protection; USDA Forest Service, Pacific Southwest Region; USDI Bureau of Land Management, California State Office; USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

Amendments

34. Except as otherwise provided in Recitals 15 and 16, this Agreement may only be amended by written mutual consent of the parties hereto.

Effective Date and Termination

35. The parties herein agree to honor the terms and conditions commencing on January 1, 2015. This Agreement shall remain in effect until December 31, 2019. The Agreement may be terminated by any one of the parties upon 30 days' written notice to all the other parties.

Multiple Signature Pages

36. The parties agree to accept multiple signature pages.

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# I5-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

DIRECTOR
 STATE OF CALIFORNIA
 GOVERNOR'S OFFICE OF
 EMERGENCY SERVICES


 By: Mark S. Ghilarducci
 Director

Date: 12-10-14

REGIONAL FORESTER
 USDA FOREST SERVICE
 PACIFIC SOUTHWEST REGION


 By: Randy Moore
 Regional Forester

Date: 12/15/14

REGIONAL DIRECTOR
 USDI NATIONAL PARK SERVICE
 PACIFIC WEST REGION


 By: Chris Lehnertz
 Regional Director

Date: 12/10/14

REGIONAL DIRECTOR
 USDI FISH AND WILDLIFE SERVICE
 PACIFIC SOUTHWEST REGION


 By: Ren Lohofener
 Regional Director

Date: 12-12-14

Acting

DIRECTOR
 STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY
 AND FIRE PROTECTION


 By: Ken Pimlott
 Director

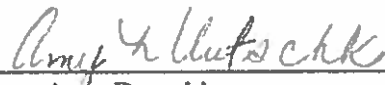
Date: 8/27/14

CALIFORNIA STATE DIRECTOR
 USDI BUREAU OF LAND
 MANAGEMENT
 CALIFORNIA STATE OFFICE


 By: James Kenna
 California State Director

Date: 12/9/14

REGIONAL DIRECTOR
 USDI BUREAU OF INDIAN AFFAIRS
 PACIFIC REGIONAL OFFICE


 By: Amy Dutschke
 Regional Director

Date: 12/17/14

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# I5-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

REVIEW:

The authority and format of this instrument has been reviewed and approved for signature by the following individuals:

CONTRACTING OFFICER
 USDI BUREAU OF LAND
 MANAGEMENT
 CALIFORNIA STATE OFFICE

Traci D. Thaler 12/8/2014

By: Traci D. Thaler
Contracting Officer

Date: (date signed above)

CONTRACTING OFFICER
 USDI BUREAU OF INDIAN AFFAIRS
 PACIFIC REGIONAL OFFICE

Jodi Zachary

By: Jodi Zachary
Contracting Officer

Date: 1/9/15

CONTRACTING OFFICER
 USDI NATIONAL PARK SERVICE

Leo Guillory

By: Leo Guillory
Contracting Officer

Date: 12/10/2014

CONTRACTING OFFICER
 USDI FISH AND WILDLIFE SERVICE
 REGION 1 / REGION 8

Alice Garrett

By: Alice Garrett
Contracting Officer

Date: 12.11.14

GRANTS & AGREEMENTS SPECIALIST
 USDA FOREST SERVICE
 PACIFIC SOUTHWEST REGION

Constance Zipperer

By: Constance Zipperer
Grants and Agreements Specialist

Date: 8 December 2014

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "A"
REIMBURSEMENT POLICY AND PROCEDURES

GENERAL

- A-1. It is the intent of the signatories to the CFAA to compensate California Fire and Rescue Mutual Aid System Agencies for the cost of assisting the State of California and the Federal Fire Agencies. The rates, methodologies, and formulas in the Agreement are intended to provide for such costs. The compensation shall be consistent with the California Fire and Rescue Mutual Aid System Agency's normal internal business practices and any existing memorandum of understanding (MOU)/memorandum of Agreement (MOA), governing body resolution, or equivalent, which supports those business practices.
- A-2. The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus. Terms established in this section shall be made binding upon California Fire and Rescue Mutual Aid System Agencies by Cal OES and shall not be subject to interpretation or rejection by the jurisdiction providing assistance. See Clause A-36 for procedures that do not apply or are applicable to State Agency Fire Departments, Department of Defense Fire Departments, or Tribal Fire Departments.
- A-3. California Fire and Rescue Mutual Aid System Agencies that provide their personnel and equipment to the State of California or the Federal Fire Agencies through the California Fire and Rescue Mutual Aid System and this Agreement, do so on a voluntary basis, and accept the following provisions for reimbursement.
- A-4. It is understood and agreed that a California Fire and Rescue Mutual Aid System Agency providing personnel or California Fire and Rescue Mutual Aid System Agency-owned emergency apparatus shall obtain reimbursement for such response by billing the ordering entity (either the State of California or Federal Fire Agency) through the Cal OES invoicing process in accordance with this Exhibit.
- A-5. Reimbursement for personnel and emergency apparatus will begin after the 12th hour. There shall be no reimbursement for responses of 12 hours duration or less with the exception of the Department of Interior (DOI) fire agencies (BLM, NPS, FWS, and BIA). DOI will reimburse from time of dispatch. If the duration of the response exceeds 12 hours and local agencies have an existing MOU/MOA, governing body resolution, or equivalent that indicates compensation for all hours worked, reimbursement for personnel and emergency apparatus shall cover the

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

entire time of commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. If local agencies do not have an existing MOU/MOA, governing body resolution, or equivalent that indicates compensation for all hours worked, local agencies will be reimbursed for actual hours worked. Should personnel or emergency apparatus be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel or emergency apparatus from its home base. Additionally, as the 12 hour period stated above is cumulative, responding personnel and/or emergency apparatus shall only be subject to one 12 hour period from the original time of dispatch, regardless of the number of re-assignments that may occur prior to returning to their home base.

- A-6. In some cases on a single incident, the State of California and the Federal Fire Agencies may need to convert resources that were ordered under Statewide Master Mutual Aid (MMA) to reimburse resources under the California Fire Assistance Agreement. In these cases, MMA resources will be released by the responsible agency and reordered by the State of California and/or the Federal Fire Agencies through the CFAA. For resources that have been on the same incident for more than 12-hours, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. Resources that have been on the same incident under MMA for 12-hours or less will have their time applied to the California Fire Assistance Agreement 12-hour minimum. After the 12-hours are completed, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. The 12-hour period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.
- A-7. An Administrative Rate will be added to the total of the personnel, fire engine, support equipment, and other approved reimbursements for local government. The Base Administrative Rate is set annually by the Committee per the rate letter published at the time of dispatch, unless the California Fire and Rescue Mutual Aid System Agency submits an agency-specific administrative rate in accordance with the Instructions for Completing Actual Administrative Rate Calculations. Cal OES will issue these instructions annually along with the salary survey instructions. California Fire and Rescue Mutual Aid System Agencies that develop an Actual Administrative Rate must review and update their rate by July 1 of each year.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

REIMBURSEMENT – PERSONNEL

- A-8. A committee will establish a standard reimbursement formula for local agency personnel with Base Rates applicable to all jurisdictions. The default reimbursement will be at the Base Rate for actual hours worked on the incident. Agencies can be reimbursed at a rate that is higher than the Base Rate, and/or for more than actual hours worked (up to 24 hours per day), as follows:
- A-8.1 Any agency seeking reimbursement for its personnel at a rate higher than the appropriate Base Rate, must complete the annual salary survey and file it with the Cal OES Fire and Rescue Division. The Chief Financial Officer will provide verification that the personnel wages exceed the Base Rate for each requested position.
- A-8.2 Any agency seeking reimbursement for personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, governing body resolution, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, governing body resolution, or equivalent shall indicate how personnel will be compensated.
- A-8.3 Any agency seeking reimbursement for its supplemental personnel will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that supplemental personnel will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. Reimbursement shall be in accordance with Clause A-16.
- A-9. The above required documentation for rates and hours shall be based on actual costs to the responding agency, and not contingent upon reimbursement from the State of California or Federal Fire Agencies at a rate that exceeds what the agency will pay its personnel. Reimbursements will be based on the salary survey and any applicable MOU/MOA, governing body resolution, or equivalent that is on file at the time of the initial dispatch.
- Any MOU/MOA, governing body resolution, or equivalent is subject to review by the Committee. Local government will be formally notified of the determination.
- A-10. These formulas and rates of payment shall constitute full reimbursement for direct costs, including back fill to local jurisdictions relative to personnel provided. Liability for workers compensation claims and/or payment of unemployment benefits shall remain the responsibility of the responding local, state, federal, and tribal agencies that directly employ the personnel. All calculations shall be subject to audit by the State of California or the Federal Fire Agencies in accordance with Recital 29, Examination and Audit.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

- A-11. Reimbursement for fractional hours shall be taken to the next quarter hour.
- A-12. Reimbursement shall be made only for such personnel that have been specifically requested or approved by the State of California or the Federal Fire Agencies. Any personnel not given an Order/Request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.

Formula for Personnel Reimbursement Using Base Rates

- A-13. California Fire and Rescue Mutual Aid System Agencies will be reimbursed at the established Engine Company Base Rate for personnel responding on emergency apparatus or as overhead personnel at or below the Strike Team/Task Force Leader Trainee level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.
- A-14. California Fire and Rescue Mutual Aid System Agencies that have not submitted a Salary Survey for rates above the established Base Rates will be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(B \times H^1) + (B \times H^1 \times W) + (B \times H^1 \times U)] = \text{Total Personnel Reimbursement}$$

(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(B \times H^2) + (B \times H^2 \times W) + (B \times H^2 \times U)] = \text{Total Reimbursement}$$

(approved form)

B= Base Rate

H¹ = All Hours (portal to portal)

H² = Actual Hours Worked

W= Workers' Compensation Percentage Rate

U= State Unemployment Percentage Rate

The Established Base Rate (B) is based on the average of the CAL FIRE Fire Captain or Fire Apparatus Engineer base rates and the USDA Forest Service emergency hire rates for these positions applied to a 168 hour week, with 40 hours at straight-time and 128 hours at overtime. The total amount is then divided by 168 hours resulting in a blended rate.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Formula for Establishing the Base Rates

The following base rate formulas include an overtime component. As a result, the formulas will NOT be calculated at time and one half.

Base Rate formula for Engine Company personnel and Overhead at or below Strike Team/Task Force Leader Trainee

$(AD-F + CAL\ FIRE\ Fire\ Apparatus\ Engineer\ base\ rate) / 2 = Combined\ Rate,$
 $((Combined\ Rate \times 40\ Hours\ Straight\ Time) + (Combined\ Rate \times 128\ Hours\ Overtime)) / 168 =$
Base Rate

Numerical Calculation: $23.28 + 17.88 = 41.16 / 2 = 20.58, ((20.58 \times 40) + (20.58 \times 1.5 \times 128)) =$
 $4774.56 / 168 = \$28.42$

Base Rate formula for Overhead at or above Strike Team Leader/Task Force Leader

$(AD-H + CAL\ FIRE\ Fire\ Captain\ base\ rate) / 2 = Combined\ Rate,$
 $((Combined\ Rate \times 40\ Hours\ Straight\ Time) + (Combined\ Rate \times 128\ Hours\ Overtime)) / 168 =$
Base Rate

Numerical Calculation: $28.44 + 22.20 = 50.64 / 2 = 25.32, ((25.32 \times 40) + (25.32 \times 1.5 \times 128)) =$
 $5874.24 / 168 = \$34.97$

Definitions for abbreviations used in Base Rate Formula

AD - Administratively Determined Pay Plan for Emergency Workers. Pay rates for emergency (casual) employees of the Federal Fire Agencies.

AD F - The classification is Engine Boss.

AD H - The classification is Strike Team Leader.

CAL FIRE base Fire Captain and Fire Apparatus Engineer salary rates are converted to hourly rates.

Formula for Suppression Personnel Reimbursement Using Average Actual Rates

- A-15. The California Fire and Rescue Mutual Aid System Agencies may submit Average Actual Rates to Cal OES Fire and Rescue Division for any personnel dispatched to an incident. The personnel who are dispatched to an incident will first be classified and reimbursed as described in Clauses A-15.1 through A-15.3. The submission of Average Actual Rates shall be on file with Cal OES Fire and Rescue Division prior to the time of personnel dispatch.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

A-15.1 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division at or below the Battalion Chief level shall be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)] = \text{Total Reimbursement}$
(approved form)

A = Average Actual Rate

H¹ = All Hours (portal to portal)

H² = Actual Hours Worked

W = Workers' Compensation Percentage Rate

U = State Unemployment Percentage Rate

The Average Actual Hourly Rate (A) is the average hourly rate of all personnel in the specific rank (e.g.: Captain, Engineer, Firefighter) within each individual jurisdiction.

A-15.2 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division above the Battalion Chief level shall be reimbursed using the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$[(A \times H^1) + (A \times H^1 \times W) + (A \times H^1 \times U)] = \text{Total Reimbursement}$
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$[(A \times H^2) + (A \times H^2 \times W) + (A \times H^2 \times U)] = \text{Total Reimbursement}$
(approved form)

A = Average Actual Rate

H¹ = All Hours (portal to portal)

H² = Actual Hours Worked

W = Workers' Compensation Percentage Rate

U = State Unemployment Percentage Rate

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

A-15.3 If personnel above the Battalion Chief level have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid above straight time, the reimbursement will be calculated using one of the following formulas. The MOU/MOA, governing body resolution, or equivalent is subject to the provisions in Clause A-9, and must not be contingent on this Agreement or executed on the sole basis that there is reimbursement from Cal OES, CAL FIRE, or the Federal Fire Agencies.

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) and MOU/MOA, governing body resolution, or equivalent for above straight-time is:

$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) and with an MOU/MOA, governing body resolution, or equivalent for above straight-time is:

$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)] = \text{Total Reimbursement}$
(approved form)

A = Average Actual Rate

H¹ = All Hours (portal to portal)

H² = Actual Hours Worked

W = Workers' Compensation Percentage Rate

U = State Unemployment Percentage Rate

Formula for Non-Suppression Personnel Reimbursement Using Average Actual Rates

A-15.4 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division for Non-Suppression Personnel shall be reimbursed for actual hours worked using the following formula:

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$[(A \times 1.5 \times H^2) + (A \times 1.5 \times H^2 \times W) + (A \times 1.5 \times H^2 \times U)] = \text{Total Reimbursement}$
(approved form)

A = Average Actual Rate

H² = Actual Hours Worked

W = Workers' Compensation Percentage Rate

U = State Unemployment Percentage Rate

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# IS-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

The Average Actual Rate (A) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Heavy Equipment Mechanic, and Inspector) within each individual fire agency.

Non-Suppression Personnel, who have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid portal to portal according to Clause A-8.2, will be reimbursed in accordance with the following Formula for Personnel Using Average Actual Rates:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$$

(Approved form)

A= Average Actual Rate

H¹ = All Hours (portal to portal)

W= Workers' Compensation Percentage Rate

U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (A) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Mechanic, and Inspector) within each individual jurisdiction.

The 1.5 multiplier in the formula represents an hourly rate, which includes benefits for straight time, and an overtime rate for overtime hours.

Supplemental Fire Department Resource Reimbursement Using NWCG#004-2009

- A-16. California Fire and Rescue Mutual Aid System Agencies seeking reimbursement for Supplemental Fire Department Resources will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that Supplemental Fire Department Resources will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. California Fire and Rescue Mutual Aid System Agencies that roster or sponsor Supplemental Fire Department Resources shall be reimbursed at the rate of the position being filled on the incident.

California Fire and Rescue Mutual Aid System Agencies shall identify their Supplemental Fire Department Resources separately on the Supplemental Fire Department Resource section of the Cal OES Salary Survey and not include them under the Suppression responder categories. They are not a permanent part of the local fire organization. They are mobilized primarily for response to incidents/wildland fires outside of the fire agency's jurisdiction.

Supplemental Fire Department Resources shall be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire department's jurisdiction. Rates can be found on the Office of

Cal OES#	6051-4
CAL FIRE#	7CA02564
USFS#	I5-FI-11052012-107
NPS#	P14AC01610
BLM#	BAA151002
FWS#	FFF300008-15-002
BIA#	A15ACPRO01

Personnel Management website, <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2015/general-schedule/>. Reimbursement costs shall not include portal to portal pay or the employee portion of benefits. Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resource. Approved travel costs will be in accordance with Clause A-33.

Engine Company and Tactical Water Tender Staffing

- A-17. Engine company staffing shall not be less than three (3) or a reimbursable maximum of four (4). The State of California or the Federal Fire Agencies will reimburse based on the actual classifications responding, not to exceed one Company Officer, one Apparatus Operator, and one or two Firefighters. Tactical water tender staffing shall be reimbursed based upon the actual classifications responding, not to exceed two Apparatus Operators or one Company Officer and one Firefighter. Personnel filling Engine Company or tactical water tender positions shall be certified at the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Strike Team/Task Force Leader Trainee

- A-18. The State of California or the Federal Fire Agencies shall provide reimbursement for personnel requested by the State of California or the Federal Fire Agencies to coordinate (Strike Team/Task Force Leaders) or otherwise support the California Fire and Rescue Mutual Aid System resources, or Cal OES-owned emergency apparatus used on incidents. A strike team/task force may, at the discretion of the local jurisdiction, include a Strike Team/Task Force Leader Trainee as a reimbursable member of the unit. The Trainee will be covered under a strike team/task force order-request number and will be identified on a separate Cal OES Emergency Activity Record (F-42), unless the Trainee is from the same California Fire and Rescue Mutual Aid System Agency as the Strike Team Leader. The Strike Team/Task Force Leader Trainee shall travel with the strike team/task force in a vehicle from the existing strike team/task force and will not be reimbursed for the use of a second vehicle. The Trainee may provide the vehicle for the assignment, but no more than one vehicle will be reimbursed. Personnel filling Strike Team/Task Force Leader Trainee positions shall be certified at the Strike Team/Task Force Leader Trainee level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or CICCS.

- A-19. All Trainees will follow the qualification process in place at the incident.

Overhead Personnel

- A-20. Personnel responding to a State of California or Federal Fire Agency's request for overhead positions shall meet the training and experience requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or CICCS).

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

- A-21. Requesting State of California or Federal Fire Agencies shall specify the mode of transportation for overhead personnel at the time of request. Reimbursement for travel shall be from local home unit or residence, whichever is less, using the most economical mode of transportation. Transportation may be arranged and shall be reimbursed/paid by the State of California or Federal Fire Agency.

Transfer/Reassignment to Other Operational Areas/Incidents

- A-22. California Fire and Rescue Mutual Aid System emergency apparatus and personnel requested through this Agreement may not be reassigned to a different incident in another Cal OES Operational Area, or to another incident through a different Agreement without the responding agency's approval. The host State of California or Federal Fire Agency shall secure approval for such reassignment through the California Fire and Rescue Mutual Aid System.

Cal OES Support

- A-23. Cal OES Fire Agency Representatives assigned to major incidents may need to have a Cal OES Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Staffing level for this resource shall be limited to a maximum of two (2) persons. Staff reimbursement will be based on the appropriate rate.

REIMBURSEMENT – EMERGENCY APPARATUS

- A-24. The formulas and rates of payment for emergency apparatus shall be considered as covering all reimbursement related to the use of such vehicles except as provided in the Reimbursement of Emergency Apparatus Loss or Damage section in the Recitals of this Agreement, Recitals 25 through 27.
- A-25. Reimbursement for emergency apparatus refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

California Fire and Rescue Mutual Aid System Agency Emergency Apparatus

- A-26. Engines and Tactical Water Tenders shall be reimbursed in accordance with the current FEMA Schedule of Equipment Rates established in the Annual Rate Letter. Engines and Tactical Water Tenders rates are based on a 16-hour maximum allowable charge, per 24-hour period.

Reimbursement of other emergency response equipment shall be in accordance with 44 CFR 206.228 allowable costs.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

- A-27. California Fire and Rescue Mutual Aid System Agencies shall assume operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding to and returning from the State of California or Federal Fire Agency incidents. It shall be the responsibility of the responding jurisdiction to provide the necessary means of payment for such costs.
- A-28. Once at the incident and until released, the State of California or the Federal Fire Agencies will provide for motor fuel and lubricants, normal servicing costs, and minor repairs incidental to operation of emergency apparatus including California Fire and Rescue Mutual Aid System Agency support equipment. Minor Repair is defined as any repair necessary to keep the equipment in operation on the fire, which requires not more than two hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.

Support Equipment, Privately-Owned Vehicles, and Rental Vehicles

- A-29. The State of California or the Federal Fire Agencies shall reimburse California Fire and Rescue Mutual Aid System Agencies for use of agency support equipment and private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment at the rate established by the Committee for the type or category of vehicle used. Privately-owned vehicle rates will be reimbursed on a per mile basis according to the current Internal Revenue Service (IRS) standard rate for business miles.
- A-30. In no case will a second support vehicle, privately-owned vehicle, or rental vehicle assigned to an individual, strike team, or task force be reimbursed.
- A-31. Authorized Rental Vehicles: The use and reimbursement of rental vehicles requires authorization either at the time of the initial request in ROSS, or documented by written approval at the incident. The dispatch/mobilization centers for the requesting State of California or Federal Fire Agencies may make arrangements for procuring rental vehicles, or may direct the California Fire and Rescue Mutual Aid System Agency to make their own arrangements. Rental vehicles from an airport are discouraged and the use of economy cars is encouraged. Rental vehicles and the fuel expense while responding to, during, or returning from a State of California or Federal Fire Agency incident will be reimbursed for the actual costs incurred by the California Fire and Rescue Mutual Aid System Agencies. The process to obtain reimbursement for rental vehicle expenses is outlined in Exhibit "H".

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Other Equipment Rates (Excluding Aviation)

- A-32. All other equipment not identified specifically in this exhibit will be reimbursed using the FEMA Schedule of Equipment rates. If a FEMA equipment rate is not identified for the type of equipment being used, a rate may be developed using the FEMA equipment rate formula in Exhibit "F".

REIMBURSEMENT – TRAVEL EXPENSES

- A-33. At no time will the California Fire and Rescue Mutual Aid System Agencies seek reimbursement for travel expenses such as fuel, food, and lodging responding to, during, or returning from a State of California or Federal Fire Agency incident unless formally documented and approved in writing at the incident. The reimbursement of meals to and from the incident will be subject to the California state standard per diem and lodging rates specified in Exhibit "H".

Travel arrangements and reimbursement, including travel for relieving personnel and backfill, will only be made from the Fire Department/Agency location or residence whichever is closest to the incident or reporting location (such as staging).

If formally documented and approved in writing at the incident, the process to obtain reimbursement for in state travel and incident-related expenses is outlined in Exhibit "H".

REIMBURSEMENT – PERSONNEL ROTATION

- A-34. When California Fire and Rescue Mutual Aid System Agency personnel are committed to extended assignments under this Agreement, there may be a need to rotate and replace personnel. Personnel under this Agreement are expected to be available a minimum of seven days (elapsed time) excluding travel, before needing replacement, regardless of the number of assignments from original dispatch.

Expenses that are reimbursable are limited to personnel costs and transportation costs. Reimbursement for personnel will be in accordance with general personnel reimbursement provisions of this Agreement. Please reference Exhibit C for specific personnel rotation procedures.

INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS

- A-35. The responsible State of California or Federal Fire Agency will provide, when practical, shaded and/or climatically maintained accommodations for off shift sleeping, rest, and recuperation for local jurisdiction resources confined to the incident base. If the incident command finds it operationally feasible (e.g. strike team remains available) to place local jurisdiction resources in

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

a commercial sleeping accommodation, it may be provided by the Federal Fire Agencies and CAL FIRE.

REIMBURSEMENT- STATE OF CALIFORNIA, FEDERAL, DOD, AND TRIBAL FIRE DEPARTMENTS

- A-36. State Agency Fire Departments, Federal Fire Departments, DOD Fire Departments, and Tribal Fire Departments may respond through the California Fire and Rescue Mutual Aid System. Tribal Fire Department's that have a compacted or contracted wildland fire program from BIA will respond through the Federal Dispatching System and not through the California Fire and Rescue Mutual Aid System.

State Agency Fire Department personnel will be reimbursed in accordance with reimbursement provisions for local jurisdictions except that the base rate provisions will not apply to inmate firefighters. Inmate firefighters will be reimbursed at their actual straight time rate in accordance with California Department of Corrections payment practices.

Reimbursement of Federal, DOD, and Tribal Fire Departments that respond to CAL FIRE fires will be in accordance with the reimbursement provisions for local jurisdictions.

Reimbursement of Federal, DOD, and Tribal Fire Departments that respond to Federal Fire Agency fires are governed by other federal agreements. In these cases Cal OES will not produce or process reimbursement invoices for DOD and Tribal Fire Departments. DOD Fire Departments responding under this Agreement will invoice the supported Federal Fire Agency directly in accordance with existing federal and local agreements. Tribal Fire Departments responding under this Agreement will invoice the BIA directly in accordance with existing federal or local Agreements.

REQUESTING REIMBURSEMENT

- A-37. California Fire and Rescue Mutual Aid System Agencies will prepare a Cal OES Form F-42, F-78 or other approved form and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. These forms are provided by Cal OES Fire and Rescue Division. The Form (F-42/F-78 or other approved form) must be signed by a responsible officer of the jurisdiction seeking reimbursement and by the State of California or Federal Fire Agency Incident Command to verify that the resources requested on the F-42/F-78 or other approved form were authorized by the ordering agency and is the initial step for invoice processing. The completed F-42/F-78 or other approved form is forwarded to Cal OES Fire and Rescue Division Headquarters for processing. **FORMS F-42/F-78 or other approved form should be submitted to the Cal OES Fire Agency Representative at the incident. In the absence of a Cal OES Fire Agency Representative, FORMS**

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

F-42/F-78 or other approved form should be SUBMITTED TO Cal OES FIRE AND RESCUE DIVISION BY THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY WITHIN 30 CALENDAR DAYS OF RELEASE FROM THE INCIDENT OR PAYMENT WILL BE DELAYED.

- A-38. Within 60 calendar days of receipt of the F-42/F-78 or other approved form, Cal OES Fire and Rescue Division will process the F-42/F-78 or other approved form data into invoices (F-142) and return to the California Fire and Rescue Mutual Aid System Agency for verification of billing amounts and signature. **THERE WILL BE A DELAY IN PAYMENT FOR INVOICES (F-142) NOT RETURNED TO Cal OES FIRE AND RESCUE DIVISION WITHIN 30 CALENDAR DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE.**
- A-39. Upon return receipt and verification of the invoice (F-142) by the California Fire and Rescue Mutual Aid System Agency, Cal OES Fire and Rescue Division will forward the invoice (F-142) to the appropriate State of California or Federal Fire Agency within 30 calendar days along with a copy of the F-42/F-78 or other approved form as the source document. Inquiries from the State of California and Federal Fire Agencies regarding amounts billed will first be addressed to Cal OES Fire and Rescue Division as soon as possible, as the first step in a joint resolution process.
- A-40. The State of California or Federal Fire Agency will remit payment to the California Fire and Rescue Mutual Aid System Agency within 60 calendar days of receipt of invoice (F-142) from Cal OES.
- A-41. In the event that CAL FIRE or a Federal Fire Agency identifies a discrepancy with an invoice (F-142), Cal OES will provide the California Fire and Rescue Mutual Aid System Agency a new invoice with the corrected invoice amount and the reason for the change. Cal OES has 30 calendar days to make the change and provide a corrected invoice to the California Fire and Rescue Mutual Aid System Agency and either CAL FIRE or the appropriate Federal Fire Agency.
- A-42. CAL FIRE or the Federal Fire Agency will provide copies of payment schedules to Cal OES for invoices (F-142s) CAL FIRE or the Federal Fire Agency has paid within 60 calendar days of remittance to the California Fire and Rescue Mutual Aid System Agency. Cal OES Fire and Rescue Division will reconcile the payment schedules against outstanding invoices (F-142s) on a monthly basis.
- A-43. Cal OES will form and chair working groups with membership from the Committee to develop methodologies to streamline the reimbursement process.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

The State of California and Federal Fire Agencies will work on procedures to improve reimbursement timelines. These activities will be documented and shared with the California Fire and Rescue Mutual Aid System Agencies.

- A-44. The Terms and Conditions and Exhibits in this Agreement may necessitate new methods of reporting and invoicing. All proposed changes to this Agreement, or associated business processes shall be approved by the State of California or Federal Fire Agencies that are parties to this Agreement.
- A-45. Reimbursement for emergency apparatus and personnel shall be made directly to the California Fire and Rescue Mutual Aid Agency providing the resource, and **NOT** to individuals.

Federal Agency Electronic Fund Transfer

- A-46. Federal agencies require the following for reimbursement to California Fire and Rescue Mutual Aid System Agencies:

- a) Taxpayer Identification Number (TIN) – This number is applied for and issued by the Internal Revenue Service (IRS). Contact the IRS @ www.irs.gov or (800) 772-1213.
- b) Electronic Funds Transfer (EFT) – The cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
 - a. The payment recipient does not have an account at a financial institution.
 - b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
 - c. The payment recipient has a physical or mental disability, or a geographic language, or literacy barrier.

In order to receive EFT payments, the recipient/cooperator shall register in the System for Award Management (SAM). You may register by going to www.sam.gov and follow the instructions provided on-line. For assistance, contact the SAM Assistance Center at (800) 606-8220.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

- c) DUNS Number – The cooperator shall obtain a Dunn and Bradstreet Data Universal Numbering System (DUNS). This is a requirement for registering in SAM. The DUNS number does not replace existing numbers, such as Employer Identification Number (EIN), the Tax Identification Number (TIN), and State Application Identifier (SAI) numbers that are required by statute, Executive Order, or regulation. You may obtain a DUNS number by contacting Dun & Bradstreet via the web at www.dunandbradstreet.com or by phone at (800) 234-3867 or (866) 794-1580. A DUNS number will be provided immediately by telephone at no charge.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "B"
ICS Type 3, 4, 5, 6, & 7 ENGINE, EQUIPMENT, PERSONNEL, & TRAINING
STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE

The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow with regard to their use of Type 3 through 7 engines, equipment, personnel, and training standards for mutual aid and/or CFAA-reimbursable responses.

The State of California or the Federal Fire Agency Type 3 through 7 Engines have a number of features that enhance their capability to operate on narrow, steep or unimproved roads and to allow the efficient application of water or other agents. The minimum features of the engines are:

- Short Wheel Base
- High Ground Clearance
- High angle of approach & departure
- Lower Gross Vehicle Weight (GVW) than Type 1 or 2 engine
- Engine unit # on roof

Engine Protection Line:

This hose is intended for engine protection and is not to be used for other purposes. Alternatives to meet this include:

- Live reel with a minimum of 150 feet of hard rubber hose, not less than three-fourths (3/4) inch inside diameter, or a;
- Hose tray/basket containing a minimum of 150 feet of 1 inch National Pipe Straight Hose also known as "iron pipe" threaded fittings (NPSH) or 1-1/2 inch National Hose (NH) cotton/synthetic lined hose, with a combination nozzle, and the hose shall be configured for immediate deployment. Hose shall be connected to the water supply and fully charged. The 150 feet of hose specified here is in addition to the hose specified under components.

The fire engine must be equipped with baffles that reduce the shifting of the water load. Most engines should meet this NFPA standard; however, this requirement is also applicable to all water tenders.

The main fire pump and water tank shall meet minimum capabilities for the FIREScope ICS Type engine as designated in the current edition of the ICS Field Operations Guide ICS-420-1. The pump, as mounted, shall be capable of drafting water from a water source located 15 feet vertical distance below the pump through the required suction hose.

Attachment 2

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# IS-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

All engines will have pump and roll capabilities for mobile attack on fire line utilizing a 1.5 inch hose with a 1.5 inch combination nozzle.

- In addition to live reel hose or hose tray/basket hose: 1.5 inch hose will be configured to facilitate progressive hose deployment providing for a 100 foot lateral of 1 inch hose every 200 feet of 1.5 inch trunk line once the fire's edge is encountered.
- All hose utilized must meet or exceed USDA Specification 5100-186b. One-inch hoses and nozzles will have NPSH; 1 inch hose with NH threads shall be provided with a sufficient number of NPSH adapters. One and one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Minimum Engine Equipment Inventory Components	Engine Type				
	3	4	5	6	7
Engine Requirements					
Tank Minimum Capacity (gal)	500	750	400	150	50
Pump Minimum Flow (gpm)	150	50	50	50	10
At Rated Pressure (psi)	250	100	100	100	100
Pump & Roll	Yes	Yes	Yes	Yes	Yes
Max GVWR (lbs)			26,000	19,500	14,000
Personnel					
Minimum Personnel	3	3	3	3	3
Hose Requirements					
Hose 1.5"	1000	300	300	300	0
Hose 1"	500	300	300	300	200
Hard Suction Hose 8' or 10'	2	2	2	2	2
Fill Hose 1.5" x 15'	1	1	1	1	1
Booster Line min 3/4 inch	100	100	100	100	100
Firefighting Equipment					
Shovels	2	2	2	2	2
Pulaskis	2	2	2	2	2
McLeod or Combo tool	2	1	1	1	1
Chainsaw with tool kit	1	1	1	1	1
Hose Clamp 1.5"	2	2	2	2	1
Spanner Wrench 1.5" & 1"	2	2	2	2	1
Hydrant Wrench Adjustable	1	1	1	1	1
Adaptor 1.5" NH to 1.5" NPSH	1	1	1	1	1
Adaptor 1.5" NPSH to 1.5" NH	1	1	1	1	1
Double male 1.5" NH	1	1	1	1	1

Attachment 2

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# 15-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

Components	Engine Type				
	3	4	5	6	7
Firefighting Equipment					
Double female 1.5" NH	1	1	1	1	1
Double male 1" NPSH	1	1	1	1	1
Double female 1" NPSH	1	1	1	1	1
Gated Hose Tees, 1.5" NH x 1.5" NH x 1" NPSH	4	2	2	2	2
Gated Wyes 1.5" NH x 1.5" NH x 1.5" NH	2	1	1	1	1
Reducers/adaptors 1.5" NH to 1" NPSH	2	1	1	1	1
Nozzle 1.5" Wildland, Adjustable	4	2	2	2	2
Nozzle 1" Wildland, Adjustable	4	2	2	2	2
Class A Foam, 5- gallons	1	1	1	1	1
Drip Torch or Fusees (case)	1	1	1	1	1
Backpack pump, 5-Gallons	2	2	2	2	2
Chock Blocks	1	1	1	1	1
Inventory List of Engine Equipment	1	1	1	1	1
Communications (Programmed per the current edition of the FIREScope Statewide Frequency Channel Plan. Exhibit "D" identifies communications capabilities.)					
Mobile Radio	1	1	1	1	1
Portable Radio (preferred 1/person)	1	1	1	1	1
Personnel Support					
Personnel Protection Equipment	As in Ex. "B"	As in Ex. "B"	As in Ex. "B"	As in Ex. "B"	As in Ex. "B"
First Aid Kit/Supplies for Engine Personnel	1	1	1	1	1
Drinking Water for Engine Personnel	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply
Food/Rations for Engine Personnel	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply
Other/Misc.					
Special Tools for Engine/Pump Repair	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment
Bolt Cutters	1	1	1	1	1
Fuel Cans/Oils	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment
Other/Misc.					
Fire Extinguisher 2A10BC	1	1	1	1	1
Highly Recommended/Desirable Items					
GPS Unit	1	1	1	1	1
Belt Weather Kit or Other Weather Reading Device	1	1	1	1	1
Portable pump with min. rating of 35 GPM	1	1	1	1	1
Equipment Compliment as identified in the Interagency Standards For Fire and Aviation Operations (Redbook), Chapter 14- Firefighting Equipment, and Appendix M-NUS Engine Stocking Level	Specific to Engine Type	Specific to Engine Type	Specific to Engine Type	Specific to Engine Type	Specific to Engine Type

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# I5-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

Personal Protective Equipment (PPE)

Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each department is responsible for seeing that CAL/OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

- Safety helmet that meets the minimum standards required by California Code of Regulations (CCR), Title 8, Section 3410
- Goggles, protection that meets the minimum requirements for design, construction and use as required by CCR, Title 8, Sections 3382 and 3404.
- Ear protection to comply with CCR Title 8 Sections 3405 and 3410(c)
- Nomex hood, shroud, or equivalent face and neck protection
- Nomex shirt
- Nomex pants
- Gloves, CAL/OSHA approved for wildland fire fighting
- Safety work boots, heavy-duty, lace-type, with deeply lugged soles and heels, and leather tops at least eight inches in height.
- Headlamps w/spare batteries
- Chain saw chaps for chainsaw operator
- Wildland fire shelter

Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction strike team/task force arrives at an incident it can perform all of the missions that would be expected of the State of California and Federal Fire Agencies' engine strike teams.

All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCIS. Training topics include but are not limited to:

Wildland strategy & tactics
 Wildland fire behavior
 Wildland hoselays
 Wildland fire safety
 Fireground communications

Backfiring/Firing-out
 Handline construction
 Structure triage
 Structure defense preparation
 Fire weather

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# 15-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

EXHIBIT "C"
REIMBURSEMENT FOR PERSONNEL ROTATION

Clause A-34 authorizes the reimbursement of personnel and transportation costs incurred to replace California Fire and Rescue Mutual Aid System Agency personnel committed to extended assignments under this Agreement. Personnel under this Agreement are to be available a minimum of seven days excluding travel (portal to portal) before needing replacement, regardless of the number of assignments. This exhibit lists the procedures necessary for a local jurisdiction to follow before reimbursement for their costs will be processed for rotation of their personnel. These procedures only apply when the emergency apparatus remains assigned to the incident but the personnel are rotated. The procedures are:

- C-1. The incident commander or MOB center manager to which the resources are assigned must approve the personnel rotation and method of transportation. Such approval should not be denied without substantial cause, e.g. imminent planned release (24 – 36 hours) of the resources, or a negotiated extension through the Cal OES Fire Agency Representative. The personnel rotation and transportation plan must be coordinated through the incident, the ordering point, agency representative, and/or the overhead responsible for the personnel to be rotated.
- C-2. The approved personnel rotation will be documented in:
 - C-2.1. **The approved automated resource ordering and status system of record (ROSS).**
The resource order will be annotated in the documentation section to include the following information:
 - 2.1.a. Date and time of approval for the specific personnel rotation.
 - 2.1.b. Names of incoming and outgoing personnel, with identification of home units.
 - 2.1.c. Method, date and time of transportation of both incoming and outgoing personnel.
 - 2.1.d. A new subordinate request to the existing "E" number will be generated by the incident when a separate vehicle will be used in support of a personnel rotation.
 - 2.1.d.1. In the event a new subordinate request cannot be added to the existing "E" number, the incident approval must be documented in the documentation section of the resource order.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

C-2.2. F-42 "Emergency Activity Record"

- 2.2.a. Box 12 of the original F-42 will document any personnel rotation with the date and time of the rotation for all individuals whether or not the personnel rotation will be reimbursed.
- 2.2.b. **ONLY** when a fire agency is requesting reimbursement for an approved personnel rotation that includes transportation cost will a new F-42 be required (Personnel Information, Box 11 & Support Vehicle Information, Box 8 on F-42 and referenced to the original "E" number, Box 12).
 - 2.2.b.1 For approved personnel rotation documented only in the documentation section, a copy of the resource order must be submitted with the F-42.
- 2.2.c. Invoices (F-142's) will identify personnel involved in any rotation and will itemize the costs of transportation for personnel rotations with support documentation.

C-2.3. ICS-214 Unit Log

- 2.3.a. Details of personnel rotation need to be documented (Unit Logs to be retained on file by individual fire agency).

If both the emergency apparatus and the personnel need replacement, the resources will be released and a new resource will be ordered.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "D"
COMMUNICATIONS CAPABILITIES

It shall be the responsibility of the agency sending mutual aid resources to ensure that those resources have adequate communications capabilities. Adequate communications capability is defined as VHF Highband radios with a minimum of 240 channels and pre-programmed with the most current FIREScope STATEWIDE FREQUENCY CHANNEL PLAN.

Emergency apparatus used for mutual aid will have a mobile VHF Highband radio (powered by the emergency apparatus battery and connected to an external antenna) and a minimum of one portable VHF Highband radio. The VHF Highband portable radio should be capable of being operated by alkaline batteries.

Strike Team/Task Force Leaders: In addition to the communications capability required for emergency apparatus, Strike Team/Task Force Leaders are encouraged to respond with a conventional 800 MHz radio pre-programmed with the 800 MHz mutual aid channels as identified in FIREScope STATEWIDE FREQUENCY CHANNEL PLAN.

For Narrowband Radios: On January 1, 2013, all public safety and business industrial land mobile radio systems operating in the 150-512 MHz radio bands must cease operating using 25 kHz efficiency technology, and begin operating using at least 12.5 kHz efficiency technology. This deadline is the result of an FCC effort that began almost two decades ago to ensure more efficient use of the spectrum and greater spectrum access for public safety and non-public safety users. Migration to 12.5 kHz efficiency technology (once referred to as Refarming, but now referred to as Narrowbanding) will allow the creation of additional channel capacity within the same radio spectrum, and support more users.

After January 1, 2013, licensees not operating at 12.5 KHz efficiency will be in violation of the Commission's rules and could be subject to FCC enforcement action, which may include admonishment, monetary fines, or loss of license. Agencies shall ensure that local radio channels are not utilized outside of the agency's licensed area of operation.

Agencies should provide a minimum of 4 hours of annual basic radio training for Division Supervisors, Strike Team Leaders, and single resource leader positions.

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# 15-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

EXHIBIT "E"
ICS TACTICAL WATER TENDER, EQUIPMENT, PERSONNEL, AND TRAINING
STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE

The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow in regard to their use of tactical water tender, equipment, personnel, and training standards for mutual aid and/or CFAA reimbursable responses.

The State of California or the Federal Fire Agency tactical water tender has a number of features that enhance its capability to operate on narrow, steep or unimproved roads to allow the efficient distribution of water. The minimum features of the tactical water tender are:

- Short wheelbase
- High ground clearance
- High angle-of-approach & departure
- Engine unit # on roof
- The tactical water tender must be equipped with baffles that reduce the shifting of the water load.
- The fire pump and water tank shall meet minimum capabilities for the FIREScope ICS tactical water tenders as designated in the current edition of the ICS Field Operations Guide ICS-420-1.
- A portable pump, with a minimum rating of 35 GPM is desirable.
- If pump and roll capability is requested, tactical water tenders should utilize a 1.5 inch hose with a 1.5 inch combination nozzle.
- If needed, 4-wheel drive must be requested
- If needed, a class A foam system must be requested
- Live reel hose or hose tray/basket
- Hard suction hose with strainer
- Soft suction hose
- All hose utilized must meet or exceed USDA Specification 5100-186b. One-and-one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Recommended Minimum Tactical Water Tender Equipment Inventory

3 inch fire hose	NH Thread	300 Feet
1.5 inch fire hose	NH Thread	200 Feet
Shovel		1
Adjustable hydrant wrench		2
Combination 1-1/2 inch nozzle		3
Pulaski		1

Attachment 2

Cal OES# 6051-4
 CAL FIRE# 7CA02564
 USFS# 15-FI-11052012-107
 NPS# P14AC01610
 BLM# BAA151002
 FWS# FFF300008-15-002
 BIA# A15ACPRO01

McLeod or combination tool	1
Spanner wrench	3
Double male, 1.5 inch NH	1
Double female, 1.5 inch NH	1
Double male, 2.5 inch NH	1
Double female, 2.5 inch NH	1
Reducer/Adapters, 2.5 inch NHF to 1.5 inch NHM	1
Fusees (case) or drip torch	1
Water, drinking	3 gallons
First Aid Kit, 5-person	1
Communications	1-mobile radio, minimum 1-portable radios (preferred 1-per assigned personnel). **Programmed per the current edition of the FIREScope Statewide Frequency Channel Plan. Exhibit "D" identifies communications capabilities.

Personal Protective Equipment (PPE)

Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each department is responsible for seeing that CAL/OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

- Safety helmet that meets the minimum standards required by California Code of Regulations (CCR), Title 8, Section 3410.
- Goggles, protection that meets the minimum requirements for design, construction and use as required by CCR, Title 8, Sections 3382 and 3404.
- Ear protection to comply with CCR, Title 8, Sections 3405 and 3410(c).
- Nomex hood, shroud, or equivalent face and neck protection.
- Nomex shirt
- Nomex pants
- Gloves, CAL/OSHA approved for wildland firefighting.
- Safety work boots, heavy-duty, lace-type, with deeply lugged soles and heels, and leather tops at least eight inches in height.
- Wildland fire shelter

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction tactical water tender arrives at an incident it can perform all of the missions that the State of California and Federal Fire Agencies' tactical water tenders can.

All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCIS. Training topics include but are not limited to:

Wildland strategy & tactics
Wildland fire behavior
Wildland hose lays
Wildland fire safety
Fireground communications

Backfiring/Firing-out
Handline construction
Structure triage
Structure defense preparation
Fire weather

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "F"
FEMA EQUIPMENT RATE FORMULA

Hourly Rate = Depreciation + Overhead + Overhaul Labor + Overhaul Parts + Field Labor + Field Parts + Fuel + Lube + Tires

Where:

Depreciation = (Acquisition Cost – Salvage Value) / Economic Life

Generally Acquisition Cost = (1 – [Discount % / 100]) * (List Price + Sales Tax + Freight Cost)

Hourly Overhead = Overhead / 2112 hours

Where Overhead represents annual equipment overhead costs resulting directly from equipment ownership, the costs include such things as normal risk insurance, storage and security, inspection, and licenses. Profit, project overhead, and general overhead costs are not included in this number. 2112 hours is an annual equipment ownership baseline.

Overhaul Labor = (Annual Overhaul Labor Hours * Mechanic's Wage) / 2112

Overhaul Parts = Annual Overhaul Parts Cost / 2112

Field Labor = (Annual Field Repair Labor Hours * Mechanic's Wage) / Average Annual Use Hours

Field Parts = (Annual Field Repair Parts Cost + Miscellaneous Supply Parts Cost) / Average Annual Use Hours

Fuel = Average Annual Fuel Cost / Average Annual Use Hours

or

Fuel = Hourly Fuel Consumption Rate * Unit Cost of Fuel

Lube = Annual Lube Cost / Average Annual Use Hours

Tires = Tire Cost / Tire Life

** You may also use FEMA's Special Use Equipment Formula at
<http://www.caloes.ca.gov/FireRescueSite/Pages/Reimbursement.aspx>

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "G"
REIMBURSEMENT POLICY AND PROCEDURES FOR OUTSIDE THE STATE OF CALIFORNIA ASSIGNMENTS

This Exhibit applies to Cal OES and the Federal Fire Agencies only.

The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus ordered for use on Federal incidents outside the State of California.

Reimbursement of personnel, emergency apparatus, and support equipment will be consistent with Exhibit "A" Reimbursement Policy and Procedures with the following exceptions:

1. Travel costs for lodging and per diem for personnel shall be reimbursed at the rates and methods established within Exhibit H, limited to the California State Standard Per Diem Rates in effect at the time of the response. Lodging expense will follow the "all counties/cities located in California" up to \$90.00 per night, plus tax. Exceptions will be handled case by case with formal documented and written approval.
2. Reimbursement for Cal OES-owned communications equipment (e.g., cell and satellite phones or air and phone credit cards) will be at the total actual cost to the State of California
3. Reimbursement invoices for Cal OES personnel, travel, and equipment will be on an actual cost basis, supported by accounting records, payroll records, and/or activity cards. Invoices for Cal OES resources should be submitted no later than 5 months after the end of the incident.
4. Invoices for Cal OES resources will include an administrative rate as determined by the State of California under the Office of Management and Budget (OMB) circular A-87.
5. Length of assignments for resources responding to incidents outside the State of California will be consistent with the appropriate Federal Fire Agency's policy. Conditions in Clause A-34 of Exhibit "A" concerning minimum of seven days (elapsed time), excluding travel, will not apply to resources responding to requests outside the State of California. Federal Fire Agency policy on the length of an assignment outside the state is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit. Standard assignment length is 14 days, exclusive of travel from and to home unit. Time spent in staging and preposition status counts toward the 14 day limit, regardless of pay status, for all personnel, including Incident Management Teams.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "H" **IN-STATE TRAVEL AND INCIDENT RELATED EXPENSES**

The purpose of this exhibit is to identify allowable costs and the process for submitting such cost for in-state travel and incident related expenses. This exhibit primarily pertains to costs associated with fuel, food, vehicle and lodging costs as stated in Clauses A-33 and A-35 of Exhibit "A", as well as attributable incident expenses such as loss or damage to local agency emergency apparatus or support equipment identified in Recital 25 of this Agreement.

In some cases miscellaneous expenses outside of the above mentioned may be approved if the incident finds that the expense(s) is also attributable to the incident.

In order for local agencies to be eligible for reimbursement of expenses related to this exhibit, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for an incident. The formal approval must be documented on a General Message Form ICS-213 with the associated "S#" validating the expense(s). The General Message Form ICS-213 must be signed by either the Finance Section Chief, Incident Business Advisor, or the Incident Commander.

NOTE: S#'s should ONLY be issued when the incident cannot accommodate the expense in need, and all other options to provide the expense(s) have been exhausted.

Approved out of pocket expense(s) must accompany the F-42 or F-78 along with the formal approval on the General Message ICS-213 documenting the S#, the itemized receipt(s), and the In State Travel and Incident Related Expense Log. Receipts for meals and incidentals are not required. All other receipts must be taped to an 8 ½ x 11 sheet of paper in date order. All sides of the receipts must be taped and legible; photo copies are preferred.

Rental Vehicles

Rental vehicles authorized on the resource order do not need additional incident approval. The cost of the rental vehicle, if incurred by the local agency, and the fuel purchased to operate the rental vehicle must be submitted on the In State Travel and Incident Related Expense Log with receipts taped or photo copied. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident as identified above.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

Check List:

- ☐ General Message Form 213 signed by the Finance Section Chief, Incident Business Advisor, or Incident Commander
 - ☐ S# documented on the General Message Form 213
 - ☐ F-42 or F-78 or other approved form
 - ☐ In-State Travel and Expense Log with expense documented in date order
 - ☐ Receipt(s)* taped on all sides to an 8 ½ x 11 sheet of paper in date order (photocopies preferred)
- *Receipt(s) for meals and incidentals are not required

If costs are associated with food or lodging, the reimbursement will be limited to the California Standard Per Diem Rates in effect at the time of response:

- Breakfast - \$7.00
- Lunch - \$11.00
- Dinner - \$23.00
- Incidentals - \$5.00 (only after the first 24 hours)
- Lodging:
 - All Counties/Cities located in California (except as noted below):
 - Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax.
 - Napa, Riverside, and Sacramento Counties:
 - Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax.
 - Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax.
 - Alameda, Monterey, San Diego, San Mateo, Santa Clara Counties:
 - Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax.
 - San Francisco County and the City of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

[illegible]Reimbursement Log at <http://www.caloes.ca.gov/FireRescueSite/Pages/Reimbursement.aspx>

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# IS-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

EXHIBIT "I"
DEFINITIONS

1. **ADMINISTRATIVE RATE** shall mean a pre-established percentage charge that may be applied by the billing agency as determined by the CFAA Committee.
2. **AGENCY REPRESENTATIVE** shall mean the ICS position that serves as the point of contact for an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.
3. **ANNUAL OPERATING PLAN** shall mean a plan developed at the State, Geographic, or local levels for the implementation of administrative or operational practices or concerns.
4. **ASSISTANCE BY HIRE** shall mean fire suppression resources needed to fill the incident order that are to be paid for by the protecting agency.
5. **BUREAU OF INDIAN AFFAIRS** shall mean a federal bureau under the Department of the Interior charged with the responsibility to provide wildland fire protection and suppression for trust lands of federally recognized Native American Tribes.
6. **CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES** shall mean agencies, departments, or institutions to which Cal OES has, through agreement, assigned Cal OES-owned emergency apparatus; or who provide locally owned resources under provisions of the California Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government" or "local agency".
7. **CALIFORNIA MOBILIZATION GUIDE** shall mean the interagency procedures for requesting, documenting, and sending resources to incidents within the State of California.
8. **CALIFORNIA WILDLAND COORDINATING GROUP** shall mean the executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Services, contract counties representative, and the California Governor's Office of Emergency Services.
9. **DEMOBILIZATION CENTER/FACILITY** shall mean that location or facility established at or near an incident for the processing of emergency apparatus and personnel prior to release to its home base.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

10. **DEPARTMENT OF DEFENSE FIRE DEPARTMENT** shall mean any organization managed by the Department of Defense for preventing and putting out fires principally on military installations.
11. **EMERGENCY APPARATUS** shall mean any emergency response equipment or apparatus provided through the California Fire and Rescue Mutual Aid System.
12. **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.
13. **FEDERAL FIRE AGENCIES** shall mean the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management, California Office; the USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region, and USDI Bureau of Indian Affairs, Pacific Region.
14. **FEDERALLY RECOGNIZED TRIBE** shall mean an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs.
15. **GOVERNING BODY RESOLUTION** shall mean a formal declaration of the governing body concerning a certain subject which it either cannot or does not wish to control by ordinance.
16. **HOME UNIT** shall mean the geographical location an individual is normally assigned to work.
17. **INCIDENT** shall mean an occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.
18. **INCIDENT COMMAND SYSTEM (ICS)** shall mean a standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.
19. **INCIDENT COMMANDER** shall mean the ICS position responsible for overall management of the incident and reports to the agency administrator for the agency having incident jurisdiction. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).
20. **INCIDENT MANAGEMENT TEAM (IMT)** shall mean the incident commander and appropriate command and general staff assigned to an incident.

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# 15-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

21. **INTERAGENCY** shall mean involvement of two or more agencies to an agreement.
22. **LOCAL AGENCY** shall mean any city, city and county, county, or special district.
23. **LOCAL AGREEMENT** shall mean a pre-defined area agreement that includes that portion of the geographical jurisdictions of both the local reciprocal agreement signatories on which they have historically, frequently and continuously cooperated in initial and extended attack.
24. **LOCAL JURISDICTION** shall mean any political subdivision of government.
25. **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release or reassignment.
26. **MOU/MOA** shall mean a memorandum of understanding or memorandum of agreement, which is a formal business document used to outline an agreement made between two separate entities, groups, or individuals.
27. **MUTUAL AID** shall mean an agreement in which two or more parties agree to furnish resources and facilities and to render services to each party of the agreement to prevent and combat any type of disaster or emergency.
28. **NON SUPPRESSION PERSONNEL** shall mean personnel who occupy a civilian position within a fire agency.
29. **POLITICAL SUBDIVISION** shall mean any city, city and county, county, district, or other local governmental agency or public agency authorized by law.
30. **PORTAL TO PORTAL** shall mean the time of initial dispatch from home base to the time of return to home base.
31. **SALARY SURVEY** refers to the form used to establish rates for reimbursement filed with Cal OES Fire and Rescue Division.
32. **STAGING AREA** shall mean the location where emergency apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.
33. **STRUCTURAL FIRE PROTECTION** shall mean fire suppression within a structure.
34. **STRUCTURE DEFENSE** shall mean the protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.

Attachment 2

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

35. **SUPPLEMENTAL PERSONNEL** shall mean overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled trainings, meetings, etc., of the department staff.
36. **SUPPRESSION PERSONNEL** shall mean personnel who routinely respond to emergencies.
37. **TRIBAL FIRE DEPARTMENT** shall mean a tribal entity with suppression and or all-risk response capabilities.



Report to the City Council
Council Meeting of August 11, 2015

Agenda Section: Consent Calendar

Subject: Resolution Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure

CEQA Status: Not a CEQA Project

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

Approved By: Jennifer Phillips, City Manager

BACKGROUND

California Governor Jerry Brown has issued a proclamation calling for an extraordinary legislative session on transportation and infrastructure. In response, the Board of Directors of the League of California Cities passed a resolution supporting transportation funding, and identifying seven priorities of particular importance:

1. Make a significant investment in transportation infrastructure.
2. Focus on maintaining and rehabilitating the current system
3. Equal split between state and local projects
4. Raise revenues across a broad range of options
5. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects
6. Strong accountability requirements to protect the taxpayers' investment
7. Provide consistent annual funding levels

The League of California Cities has asked that cities adopt a resolution urging the State to provide new sustainable funding for State and local transportation infrastructure, and send a letter to local legislators notifying them of this resolution. The attached resolution is a model resolution from the League of California Cities.

DISCUSSION

The 2014 California Statewide Local Streets and Roads Needs Assessment indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study. The results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or

rebuilding rather than more cost-effective preventative maintenance if funding is not increased.

According to the City of St. Helena's 2014 Pavement Management Plan Update, local streets have a citywide average PCI of 58, placing them in the "at-risk" category. The City of St Helena has \$6.2M in deferred pavement maintenance and needs to invest \$8.9M over the next five years in order to increase the PCI from 58 to 80. Models show that Statewide, an additional \$3 billion annual investment in the local streets and roads system is needed to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition.

FISCAL IMPACT

There is no fiscal impact associated with adopting this resolution.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt the attached resolution.

ATTACHMENTS

1. Resolution

CITY OF ST. HELENA

**RESOLUTION NO.
URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE
AND LOCAL TRANSPORTATION INFRASTRUCTURE**

RECITALS

- A. Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure.
- B. Cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network.
- C. The City of St. Helena has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components.
- D. The resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study.
- E. The results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased.
- F. The City of St. Helena's local streets have a citywide average PCI of 58, placing them in the "at-risk" category.
- G. If funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition.

- H. Cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future.
- I. Models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition.
- J. If additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years.
- K. Modernizing the local street and road system provides well-paying construction jobs and boosts local economies.
- L. The local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce.
- M. Police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death.
- N. Maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals.
- O. Restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off.
- P. In addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state's deferred maintenance.
- Q. In order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties.

RESOLUTION

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

1. The Governor and Legislature are strongly urged to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.
2. The Governor and Legislature are strongly urged to adopt the following priorities for funding California's streets and roads:
 - a. **Make a significant investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
 - b. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
 - c. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
 - d. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source.

Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.

- e. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.** While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
- f. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.
- g. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

Approved at a Regular Meeting of the St. Helena City Council on _____ by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Mayor

Cindy Black
City Clerk



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: Public Hearing

Subject: Tentative Parcel Map Extension-Request for an extension of previously approved Tentative Parcel Map 2005-77 which subdivides an existing 40,946 square foot site into four individual parcels for single family residential development at 1486 Sulphur Springs Avenue.

CEQA Status: The project is consistent with the previously adopted Mitigated Negative Declaration

Prepared By: Noah Housh, Planning and Community Improvement Director

Approved By: Jennifer Phillips, City Manager

**This Public Hearing item was removed from the
agenda at the request of the applicant.**

THIS PAGE IS
INTENTIONALLY
BLANK



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: New Business

Subject: Approve a Resolution Adopting a Water Conservation Code Enforcement Policy, Designating the Water Conservation Program Manager as a Code Enforcement Official for Water Related Violation, and Specifying All Water Waste Fines Collected be Used for the Water Conservation Program

CEQA Status: Not a CEQA Project

**Prepared By: Jennifer Tuell, Water Conservation Coordinator
Steven Palmer, PE, Director of Public Works/City Engineer**

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City of St. Helena Municipal Code §13.04 was amended on July 14, 2015 to include the State of California's mandatory drought restrictions into the City's code, and will take effect 30 days after adoption on August 14, 2015. The amended ordinance specifies that the Director of Public Works will specify that the two days per week in accordance with the needs of any geographical area within the City.

DISCUSSION

Penalties and Fines

The goal of the water conservation program is to support the statewide goal of a 25% reduction in water use. The City needs to supply adequate water levels for everyday use as well as fire protection. In order to meet this goal and provide reliable service, water conservation will be a multi-faceted approach, focused on education. The City will be looking for all water customers to contribute in water conservation efforts, and no water customers are exempt from water conservation efforts. The municipal code identifies water waste fines up to five hundred dollars (\$500.00) per day, per occurrence in which the violation occurs (§13.12 and §13.04). Staff is proposing a stepped approach to penalties and stresses education as the first approach for the majority of water wasters. Water Conservation Code Enforcement notices and violations will be

done in accordance with the standard City of St. Helena Code Enforcement policy, as it may be amended.

It is recommended that all fine and monies collected from water wasters, be directly allocated to the Water Conservation Project Account to continue support for water conservation efforts.

The proposed penalties include:

- 1st Notice (if applicable) – **Warning Notice of Violation** and educational materials sent, 24 hours to remedy problem and report back to Water Conservation Manager or establish a **Voluntary Compliance Agreement** with the Public Works Department.
- 2nd Notice – **Notice of Violation including \$200.00 fine**, educational materials on water conservation (if applicable), 24 hours to remedy problem and report back to Water Conservation Manager or establish a **Voluntary Compliance Agreement** with the Public Works Department. May be fined per day, per violation until corrected or **Voluntary Compliance Agreement** completed.
- 3rd Notice – \$500.00 fine, 24 hours to remedy problem and report back to Water Conservation Manager or establish a **Voluntary Compliance Agreement** with the Public Works Department. May be fined per day, per violation until corrected or **Voluntary Compliance Agreement** completed.
- 4th Notice – \$500.00 fine, with continued daily fines per occurrence and turned over for hearing or prosecution, per the regulations identified by the City of St. Helena Code Enforcement Policy.

Irrigation

The Director of Public Works has identified set irrigation days for ornamental landscaping in specific geographic regions of the City. Ornamental irrigation will be set in the following areas and times:

- North of Main St./Hwy 29
Saturday and Wednesday
- South of Main St./Hwy 29
Friday and Tuesday
- Other: Specific areas will be notified in writing by City Staff if different from the standard irrigation schedule above

Code Enforcement Official

The St. Helena Municipal Code (§1.12.040) issues several staff positions the power and authority to "gain compliance with the provisions of this code and applicable state codes". Currently, the Water Conservation Coordinator is not delegated the authority to provide code enforcement. Due to the complete and urgent nature of reporting and following up on water code enforce, staff is seeking authorization to designate the Staff person responsible for the water conservation program management as an additional

code enforcement official. The water conservation program manager will only have jurisdiction over code enforcement related to water.

FISCAL IMPACT

Any funds collected would be credited to the Water Conservation Program account, potentially increasing the account balance.

RECOMMENDED ACTION

Staff recommends that the City Council adopt the attached resolution adopting a Water Conservation Enforcement Policy, designating the water conservation program manager as a code enforcement official for water related violations, and specifying all water waste fines collected be used for the water conservation program.

ATTACHMENTS

1. Resolution and Policy

CITY OF ST. HELENA

RESOLUTION NO. 2015-____

**RESOLUTION ADOPTING A WATER CONSERVATION
ENFORCEMENT POLICY, DESIGNATING THE WATER
CONSERVATION PROGRAM MANAGER AS A CODE
ENFORCEMENT OFFICIAL FOR WATER RELATED
VIOLATIONS, AND SPECIFYING ALL WATER WASTE
FINES COLLECTED BE USED FOR THE WATER
CONSERVATION PROGRAM**

RECITALS

- A. The City of St. Helena Municipal Code §13.04 was amended on July 14, 2015 to include the State of California's mandatory drought restrictions into the City's code, and will take effect on August 14, 2015; and
- B. The amended ordinance specifies that the Director of Public Works will specify the two days per week in accordance with the needs of any geographical area within the City; and
- C. The City is looking for all water customers to contribute in water conservation efforts, and no water customers are exempt from water conservation efforts; and
- D. The municipal code identifies water waste fines up to five hundred dollars (\$500.00) per day, per occurrence in which the violation occurs (§13.12 and §13.04) and the attached Policy creates a stepped approach to penalties and stresses education as the first approach for the majority of water wasters; and
- E. It is recommended that all fines collected from water wasters, be directly allocated to the water conservation program to continue support for water conservation efforts; and
- F. The Director of Public Works has identified set irrigation days for ornamental landscaping in specific geographic regions of the City as outlined in Exhibit A to this resolution, Water Conservation Enforcement Policy; and
- G. The water conservation program manager was not delegated the authority to provide code enforcement and due to the complete and urgent nature of water code enforcement, staff is seeking authorization to designate this position as an additional code enforcement official for water related violations.

RESOLUTION

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

1. Adopts Exhibit A to this resolution as the official Water Conservation Enforcement Policy; and
2. Designate the water conservation program manager as a code enforcement official for water related violations; and
3. Specifies all water waste fines collected to be used for the Water Conservation Program.

Approved at a Regular Meeting of the St. Helena City Council on August 11, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

 City of St. Helena Council Policy		Policy Type: Council
		Reso No.
		Page x of x
Policy Title: Water Conservation Enforcement Policy		Approved by City Manager
Effective Date:	Supersedes: N/A	Policy Section: Section 7 Policy Number: 7.01.A

PURPOSE

The purpose of this policy is to establish specific criteria for Water Conservation Code Enforcement based on the St. Helena Municipal Code. The City has adopted Water Use Efficiency Guidelines (St. Helena Municipal Code § 13.12) and Water Shortage Emergencies (§ 13.04 Article 2). The City encourages water efficiency at all times and has various additional water restrictions during a drought or water emergency.

PHASE I OR DROUGHT (§ 13.04 ARTICLE 2, STATE EMERGENCY DROUGHT REGULATIONS)

Mandatory conservation measures are enforced and only apply to City supplied potable water, and include:

General

- Air-cooling outdoor misting systems, can only be used if on a timer.
- All customers are prohibited from expanding or installing new water-using appliances, plumbing or improvements, such as lawns, gardens, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal units where the installation may result in an increase in water use. Replacement of existing appliances, plumbing, or improvements shall be allowed only if the change can be documented to the satisfaction of the director of public works to result in more efficient water using fixtures or systems

Watering – Exterior Irrigation

- No watering between the hours of 8:00 a.m. and 8:00 p.m.
- Outdoor landscapes must be watered to avoid runoff to adjacent property, nonirrigated areas, private and public walkways, roadways, parking lots or structures is prohibited.
- Watering is not allowed within 48 hours of measurable rainfall
- Outdoor irrigation of ornamental landscapes or turf is limited to no more than two days a week
- No irrigation of ornamental turf on public street medians

Other Exterior Uses

- Application of water to driveways and sidewalks only for sanitation, public health/safety & fire protection
- Swimming pools - permits for new swimming pools will not be issued unless a non-City water supply has been identified and existing pools are encouraged to be filled with non-city water
- Only using decorative fountains with recirculated water

Policy Title Water Conservation Enforcement Policy			
Effective Date	Supersedes: N/A	Policy Section	Policy Number

- Using a hose with a shutoff nozzle when washing vehicles
- Only using water from fire hydrants for firefighting & training, and water system maintenance
- It is prohibited to use water for cleaning streets during or following construction activities; flushing storm drains and flow testing for fire sprinkler design except as approved by city Director of Public Works
- All grading, dust control, street, pipeline or similar construction must use non-potable water.

New development

- If irrigation systems are installed as a part of new development, they must be drip or micro spray and meet the criteria identified in the California Building Standards Commission and the Department of Housing and Community Development.
- Customers shall install new landscaping in existing or new development that is water efficient within the meaning of the water efficient landscape ordinance.
- Water connection for new development must offset new demand by an amount of water equal to the new demand on the city water system using the methodology defined in (§ 13.12.050).

Businesses

- Hotels and motels- must provide option to refuse daily towel and linen laundering and prominently display notice of this option in each bathroom
- Restaurants - water served only upon customer request

PHASE II OR PHASE III

Additional mandatory restrictions will apply, and be outlined in detail by current State and local legislation.

POLICY

The goal of the water conservation program is to support the statewide goal of a 25% reduction in water use. The City needs to supply adequate water levels for everyday use as well as fire protection. In order to meet this goal and provide reliable service, water conservation will be a multi-faceted approach. The City is looking for all water customers to contribute in water conservation efforts, and no water customers are exempt from water conservation efforts. All water waste is punishable by a fine of up to five hundred dollars (\$500.00) for each day in which the violation occurs (§ 13.12 and § 13.04). The Director of Public Works has identified set irrigation days for geographic regions of the City.

Irrigation of ornamental landscaping is only allowed in the following areas at the times listed below:

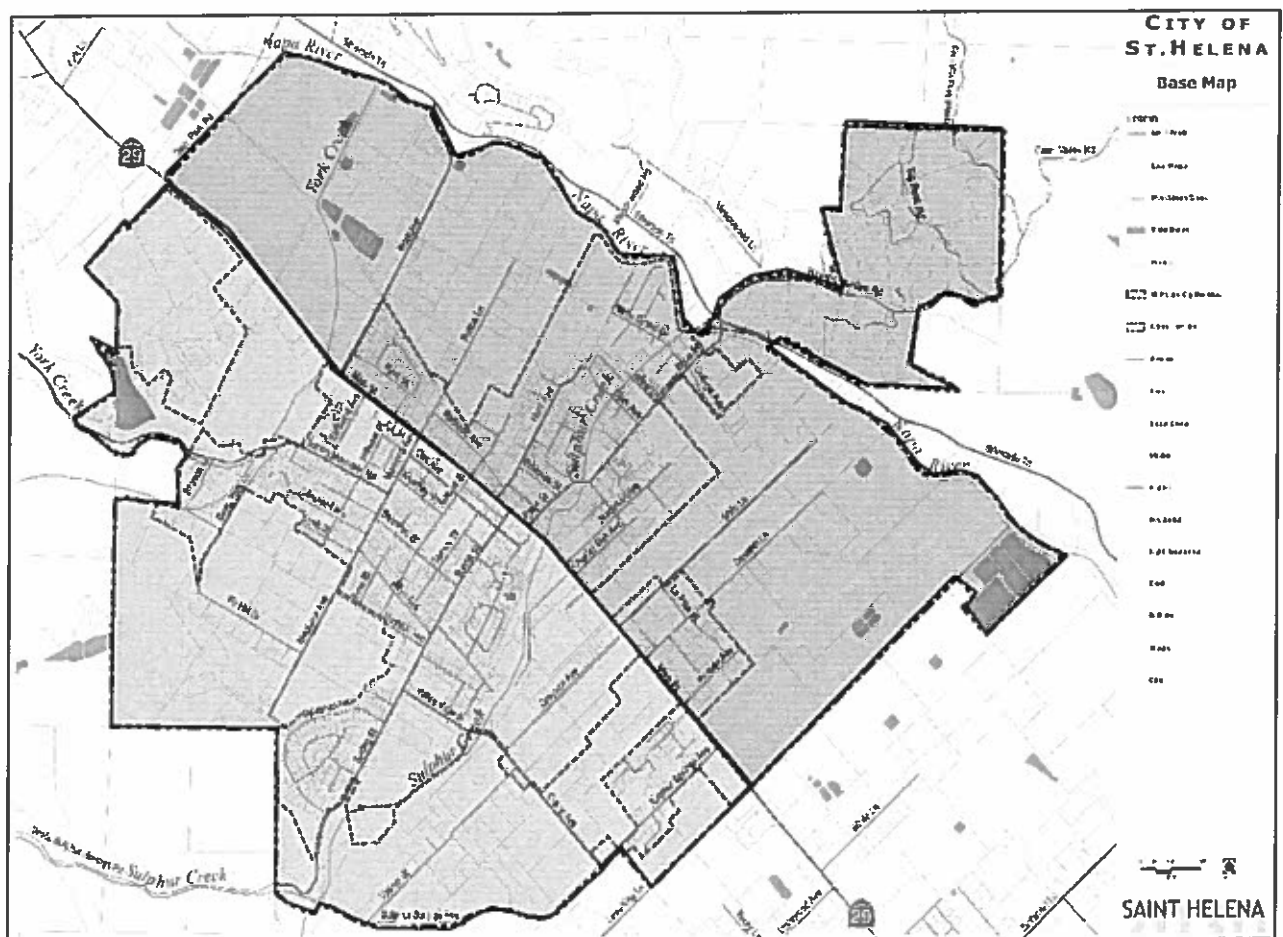
- Blue: Properties on the East side of Main St./Hwy 29
Saturday and Wednesday
- Orange: Properties on the West side of Main St./Hwy 29
Friday and Tuesday

Policy Title Water Conservation Enforcement Policy			
Effective Date	Supersedes: N/A	Policy Section	Policy Number

- Other: Specific areas will be notified in writing by City Staff if different from the standard irrigation schedule above
- Spring Mountain Road

Customers on Spring Mountain Rd. are instructed to irrigate on the following days:

- 2480 and 2490 Spring Mountain Road
Saturday and Wednesday
- 2482 and 2486 Spring Mountain Road
Sunday and Thursday
- 2484 and 2470 Spring Mountain Road
Monday and Friday
- 2488 and 2494 Spring Mountain Road
Tuesday and Saturday



Wells

As of August 2015, well water is exempt from the above mentioned regulations. However if a Warning or Notice of Violation is given to resident, the resident must demonstrate that the property is exempt because from the City's restrictions because it is on well water.

Policy Title Water Conservation Enforcement Policy			
Effective Date	Supersedes: N/A	Policy Section	Policy Number

PROCEDURE AND PENALTIES

All notices and violations issued under this policy will be done in accordance under the standard City of St. Helena Code Enforcement policy, as it may be amended.

In addition to the positions identified in St. Helena Municipal Code (§ 1.12.040), the water conservation program manager is delegated and authorized to act as a code enforcement official for water related violations and authorized to issue Warnings and Notices of Violations in response to confirmed water waste complaints or Investigation Requests. All funding received will be used to fund the water conservation program.

Education will be a key component at every level of Code Enforcement. If a violation is reported but not verified, or there is no evidence linking the waste to a customer, then the case is assigned to the Water Conservation Manager who will follow the standard Code Enforcement Policy and Procedure to determine if a violation has occurred.

Wasting water is illegal at all times, even when no Drought Response Levels are in effect. Violations are addressed per property, per occurrence, per day. A property owner who has been given a Notice of Violation for a broken sprinkler head and irrigation runoff to the sidewalk can be issued a fine for each water waste occurrence on each day. The City of St. Helena is authorized to fine any water waster up to \$500 per day, per occurrence, (§ 13.04). Only one (1) written warning will be issued for violators, however severe water wasters may be given a Notice of Violation on the first occurrence. The second violation carries a fine or penalty. All fines and penalties are approved by City Council (Resolution No. ____).

As with any violation of the St. Helena Municipal Code, Code Enforcement Officers or designated staff have a variety of remedies to help ensure compliance. The penalties include an escalating series of fines, including:

- 1st Notice (if applicable) – **Warning Notice of Violation** and educational materials sent, 24 hours to remedy problem and report back to Water Conservation Manager or establish a **Voluntary Compliance Agreement** with the Public Works Department.
- 2nd Notice – **Notice of Violation** including \$200.00 fine, educational materials on water conservation (if applicable), 24 hours to remedy problem and report back to Water Conservation Manager or establish a **Voluntary Compliance Agreement** with the Public Works Department. May be fined per day, per violation until corrected or **Voluntary Compliance Agreement** completed.
- 3rd or Notice – \$500.00 fine, 24 hours to remedy problem and report back to Water Conservation Coordinator or establish a **Voluntary Compliance Agreement** with the Public Works Department. May be fined per day, per violation until corrected or **Voluntary Compliance Agreement** completed.
- 4th Notice – \$500.00 fine, with continued daily fines per occurrence and turned over for hearing or prosecution, per the regulations identified by the City of St. Helena Code Enforcement Policy. The City requests the cooperation of all water customers to conserve and follow these restrictions.

THIS PAGE IS
INTENTIONALLY
BLANK



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: New Business

Subject: Authorize City Manager to Submit an Application for Grant Funds in the Amount of \$500,000 for the California River Parkways Grant Program for the Upper York Creek Dam Removal and Ecosystem Restoration Project

CEQA Status: Final EIR was approved for the Upper York Creek Dam Removal and Ecosystem Restoration Project on April 28, 2015

**Prepared By: April Mitts, Finance Director
Tracey Perkosky, Grants Manager**

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The Upper York Creek Dam (UYCD) Removal and Ecosystem Restoration Project will modify the upper dam to allow for fish passage and habitat connectivity by providing access to 1.5 miles of spawning and rearing habitat for steelhead trout and habitat connectivity for both anadromous and resident fish and other aquatic and riparian species. The project will reduce the potential for future downstream habitat degradation and fish kills by preventing potentially detrimental sediment releases during summer low-flow conditions that have caused fish and aquatic organism kills in the past. It will also provide a permanent solution to prevent short-term aquatic habitat impairment associated with possible dam breach/failure. Lastly, the project will restore approximately 3 acres of degraded riparian and aquatic habitat with the existing UYCD area. Restoration of natural sediment transport processes will occur through the project site, with potential habitat improvements occurring in downstream reaches of York Creek and the Napa River. Disturbed areas in the project site will be revegetated with a palette of multistory native plants to provide diverse habitats for aquatic, riparian and terrestrial species.

The project plans are currently 65% complete and by the end of the year staff will be requesting permits and comments from impacted agencies such as the National Oceanic and Atmospheric Association (NOAA), California Department of Fish and Wildlife, Army Corps of Engineers, etc. The permits with any related changes will bring the plans to 100% complete. Once ground breaking begins, the project is expected to take one year to complete. The City has budgeted \$330,000 for design and environmental documents. The construction and post project monitoring is estimated to

cost \$6.488 million of which \$1.78 million in grants has been awarded for the project. The City has \$3 million in bond funds allocated for the remainder of this project, leaving a shortfall of \$1.5 million. If awarded, this grant would defray \$500,000 of the project costs.

Staff will also submit a grant application for the Proposition 1 California Stream Flow Enhancement Program which is due September 30, 2015 to help close the funding gap.

DISCUSSION

The State of California's Natural Resources Agency is offering a one-time funding cycle of \$7.6 million for the California River Parkways Grant Program, with individual projects eligible to receive up to \$500,000. The projects must meet at least two statutory components and the Upper York Creek project meets the Habitat and Conservation and Interpretative Enhancement categories.

If awarded, this grant will help to fund the channelization and ecosystem restoration portions of the project.

A resolution is required authoring an official to sign the application for submittal. Applications are due at the beginning of September with award notices in late spring 2016.

FISCAL IMPACT

There is not fiscal impact associated with the passage of this resolution, however if it is not approved the City cannot submit the grant application to be eligible for \$500,000 in grant funds.

RECOMMENDED ACTION

Approve a resolution authorizing the City Manager to submit a grant application to the California River Parkways Grant Program.

ATTACHMENTS

Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE

RECITALS

- A. The Legislature and the Governor of the State of California have provided funds for the program shown above; and
- B. The California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and
- C. Said procedures established by the California Natural Resources Agency require a resolution certifying the approval of an application by the Applicants governing board before submission of said application to the State; and
- D. The Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

RESOLUTION

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

- 1. Approves the filing of an application for the Upper York Creek Dam Removal and Ecosystem Restoration Project;
- 2. Certifies that Applicant understands the assurances and certification in the application; and,
- 3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and,
- 4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
- 5. If applicable, certifies that the project will comply with any laws and regulations, including but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and prior to the commencement of construction, all applicable permits will have been obtained; and,

6. Certifies that application will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved at a Regular Meeting of the St. Helena City Council on August 11, 2015, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council Meeting of August 11, 2015

Agenda Section: New Business

Subject: Consideration to reaffirm Watershed Information and Conservation Council (WICC) primary member Vice Mayor White and appoint a Councilmember to the newly formed alternate position

CEQA Status: Not a CEQA project

Prepared By: Cindy Black, City Clerk CB

Approved By: Jennifer Phillips, City Manager J

BACKGROUND

The Napa County Board of Supervisors passed Resolution No. 02-103 on May 21, 2002, creating the Watershed Information and Conservation Council (WICC). The WICC was chosen to represent the diversity of our community.

The role of the WICC is to assist the Supervisors in their decision-making process and serve as a conduit for citizen input by gathering, analyzing and recommending options related to the management of watershed resources countywide. The WICC has a responsibility to publicly evaluate and discuss matters relating to watershed restoration and resource protection activities, coordination of land acquisition, development of long-term watershed resource management plans and programs. The WICC also serves to provide public outreach and education, monitoring and assessment coordination, and data management of Napa County's water and watershed resources.

DISCUSSION

On June 23, 2015 the Board of Supervisors passed a resolution (Attachment 1), changing the name from "The Watershed Information Center and Conservancy Board" to "The Watershed Information and Conservation Council" and allowing for alternate members for City/Town representatives.

The Napa County Board of Supervisors requested the St. Helena City Council to reaffirm the primary member and appoint an alternate.

FISCAL IMPACT

None

RECOMMENDED ACTION

Make a recommendation to the Napa County Board of Supervisors to reaffirm primary member Vice Mayor White and appoint an alternate member.

ATTACHMENTS

Attachment 1 – Napa County Board of Supervisors Resolution 2015-82

RESOLUTION NO. 2015-82

**A RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, CHANGING THE NAME OF "THE WATERSHED
INFORMATION CENTER AND CONSERVANCY BOARD" TO "THE
WATERSHED INFORMATION AND CONSERVATION COUNCIL" AND
AMENDING THE WATERSHED INFORMATION AND CONSERVATION
COUNCIL BYLAWS AND MEMBERSHIP**

WHEREAS, on May 21, 2002, the Board adopted Resolution No. 02-103 creating the joint Napa River Watershed Conservancy and Watershed Information Center Board which was later renamed the Watershed Information Center and Conservancy Board ("WICC Board"); and

WHEREAS, since creation of the WICC Board in 2002, the Board of Supervisors has adopted several resolutions affecting the role and structure of the WICC Board and those changes need to be memorialized and incorporated into the WICC Board's bylaws; and

WHEREAS, the WICC Board is an advisory committee and its bylaws can only be amended by the Board of Supervisors; and

WHEREAS, on March 3, 2015 the Board of Supervisors accepted the WICC Board's 2015 Strategic Plan; and

WHEREAS, during their Strategic Planning process, the WICC Board discussed changing its name to "The Watershed Information and Conservation Council" (WICC) to better reflect its current role and responsibilities; and

WHEREAS, the Board of Supervisors desires to change the name of the Watershed Information Center and Conservancy Board to better reflect its purpose;

WHEREAS, the 2015 Strategic Plan further recommends that the Board of Supervisors allow for alternate city and town council membership on the WICC; and

WHEREAS, the WICC's regular meeting space in the Hall of Justice was extensively damaged by the August 2014 South Napa Earthquake and the WICC wishes to designate 625 Burnell Street in Napa, California as its new meeting location.

NOW, THEREFORE BE IT RESOLVED that the Napa County Board of Supervisors hereby finds as follows:

1. The Watershed Information Center and Conservancy Board shall be known for all purposes as "The Watershed Information and Conservation Council."
2. The Bylaws of the Watershed Information and Conservation Council shall be amended effective immediately to read in full as set forth in Exhibit "A," attached hereto and incorporated by reference herein.

3. The County Executive Officer is directed to place a copy of this Resolution, or appropriate summary thereof, in Section 28 of Part II of the Napa County Policy Manual.

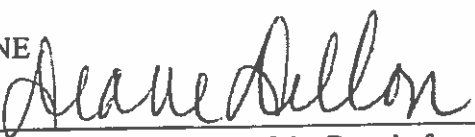
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of said Board held on the 23rd day of June, 2015, by the following vote:

AYES: SUPERVISORS LUCE, WAGENKNECHT, CALDWELL,
PEDROZA and DILLON

NOES: SUPERVISORS NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE



DIANE DILLON, Chair of the Board of
Supervisors

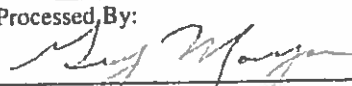
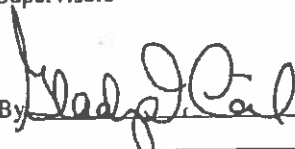
APPROVED AS TO FORM Office of County Counsel By: <u>Robert Martin, Deputy County Counsel</u> Date: <u>June 8, 2015</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>6/23/15</u> Processed By:  Deputy Clerk of the Board	ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors By: 
--	---	--

EXHIBIT A-1 TRACK CHANGES

Adopted May 21, 2002; Resolution 02-103
Amended February 24, 2004; Resolution 04-26
Amended June 8, 2004; Resolution 04-77
Amended April 25, 2006; Resolution 06-82
Amended January 29, 2013; Resolution 2013-06
Amended June 1, 2015; Resolution 2015-

**BYLAWS OF THE WATERSHED INFORMATION CENTER AND
CONSERVATIONNEY BOARD COUNCIL OF NAPA COUNTY**

**I. THE WATERSHED INFORMATION AND CENTER AND CONSERVATIONNEY
BOARD COUNCIL OF NAPA COUNTY**

A. **Name.** The official name of the Board shall be the Watershed Information Center and Conservationney Board Council of Napa County, hereinafter referred to as the "WICC Board." (Per Resolution No. 2015- 04-102)

II. OFFICERS. The officers of the WICC Board shall be the Chair, Vice-Chair and Secretary, chosen as follows:

- A. **Time of Election of the Chair and Vice-Chair.** At the first organizational meeting and thereafter at the WICC Board's annual organizational meeting, the membership of the WICC Board shall elect the Chair and Vice-Chair from among themselves.
- B. **Term of the Chair and Vice-Chair.** The Chair and Vice-Chair shall serve one calendar year or until their successors are elected and assume office. If the office of Chair becomes vacant during the term, the Vice-Chair shall become Chair. Vacancy in the office of Vice-Chair during the term shall be filled by election to serve the remainder of the term.
- C. **Duties of the Chair and Vice-Chair.** The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the WICC Board and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a two-thirds vote and perform such other duties as are required by the WICC Board. The Chair shall have all the rights and duties enjoyed by any other member of the WICC Board, including the right to make and second motions.
- D. **Secretary.** The Natural Resources Conservation Manager, in the Water Resources Division of the Public Works Department, shall serve ex officio as the Secretary of the WICC Board.
- E. **Authority to Bind WICC Board.** No member of the WICC Board shall have any power or authority to bind the WICC Board by any contract, to pledge its credit, or to render it liable for any purpose in any amount.
- F. **Term of WICC Board members.** Each member of the WICC Board shall serve for a period of four (4) years. Members serving on the WICC Board as elected officials and the alternate member acting for the County Board of Supervisors shall serve the same

term as their elected office.

G. Service and termination of WICC-Board membership.

1. **Service.** Members appointed to the WICC-Board by the County Board of Supervisors shall serve at the will and pleasure of the County Board of Supervisors.
2. **Termination.** A WICC-Board member's term may be concluded before expiration if any one of the following events occurs:
 - a. His or her absence from three consecutive regular meetings during the term year, unless confined by illness or other absence approved by a majority of the WICC-Board at any meeting thereof, will be considered as having involuntarily resigned her/his position as a member of the WICC-Board.
 - b. His or her resignation is submitted to the Chair.
 - c. His or her ceasing residency in Napa County.
 - d. His or her conviction of a felony or any offence involving a violation of his or her official duties.
 - e. Refusal or neglect to file the required oath of office.

III. MEETINGS

- A. **Date of Regular Meetings.** All dates of regular meetings of the WICC-Board shall be on the fourth Thursday of every other month beginning in January, apart from November, when the meeting shall be held on the third Thursday, as shown on a calendar, which the WICC-Board shall adopt at the first meeting of the WICC-Board, of each calendar year. Notwithstanding the foregoing, any regularly scheduled meeting of the WICC-Board may be canceled by majority vote or, if there is not a quorum, be adjourned by the Chair or Secretary in the manner set forth in Section III(G) of these by-laws.
- B. **Time of Regular Meetings.** Regular meetings shall commence at 4:00 pm and continue until all agenda business is concluded unless adjourned earlier on motion of the WICC-Board for any reason or by the Secretary for lack of a quorum.
- C. **Location of Regular Meetings.** Unless specially noticed otherwise, regular meetings shall be held at 625 Burnell Street, in the NCTPA/NVTA Board Room~~125 Third Street, Hall of Justice Building, 2nd Floor Meeting/Training Room~~, Napa, California.
- D. **Emergency Meetings.** Emergency meetings shall be called in conformance with Section 54956.5 of the California Government Code
- E. **Special Meetings.** A special meeting may be called at any time by the Chairman or

upon the request of a majority of the members of the WICC-Board by delivering written notice to each member and to each person or entity entitled by law to receive such notices in the manner required by Government Code Section 54956 at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed and shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. No other business shall be considered at such meetings by the WICC-Board. Such written notice may be dispensed with as to any WICC-Board member who at or prior to the time the meeting convenes files with the Secretary of the WICC-Board a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any member who is actually present at the time the meeting convenes.

- F. Agendas Involving Regular Meetings.** At least 72 hours before a regular meeting, an agenda containing a brief general description of each item of business to be transacted or discussed shall be posted at a location freely accessible to members of the public. All agendas shall include a time period for public comment and shall specify the time and location of the regular meeting. No discussion shall occur, or action be taken, on any item not appearing on the posted agenda except as permitted by law. Questions or comments regarding items not included on the agenda shall be limited to the scope permitted for "public comment". Supplemental agendas involved in a regular meeting will be prepared and considered by the WICC-Board only under the following conditions:
1. **Emergencies.** Upon a determination by the WICC-Board that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
 2. **Need Arising after Posting.** Upon a determination by a two-thirds vote of the WICC-Board or, if less than two-thirds of the potential votes are present, a unanimous vote of the WICC-Board members present, that there is a need to take immediate action and the need to take action came to the attention of WICC Board or staff subsequent to the regular agenda being posted.
 3. **Recently Continued Item.** The item was properly posted for a prior meeting of the WICC-Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.
- G. Adjourning Meetings.** The WICC-Board may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all WICC-Board members are absent from any regular meeting or adjourned regular meeting the Secretary or Acting Secretary of the WICC-Board may declare the meeting adjourned to the next regular meeting of the WICC-Board. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

- H. Meetings to be Open and Public.** All meetings of the WICC-Board to take action or to deliberate concerning WICC-Board business and its conduct shall be open and public. All persons shall be permitted to attend any such meetings except as otherwise provided or permitted by law.

IV. CONDUCT OF MEETINGS

- A. Order of Business.** The regular order of business of the WICC-Board shall be:
1. Call to order.
 2. Approval of the minutes of the previous meeting.
 3. Public comment on unagendized items.
 4. Consideration and Action on Agenda Items.
 5. Adjournment.
- B. Parliamentary Procedure.** Unless otherwise provided by these Bylaws, all proceedings before the WICC-Board shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most current version of the Sturgis "Standard Code of Parliamentary Procedure."
- C. Recording of Meetings.** Any meeting of the WICC-Board, other than a closed session permitted under the Brown Act, may be recorded by any person, unless the WICC Board determines that such recording could constitute a disruption of the proceedings.
- D. Presentations to the Board.** Any person desiring to address the WICC-Board shall, when recognized by the Chair, give his or her name and address. The Chair may, in the interest of facilitating the business of the WICC-Board, set in advance of the presentation of testimony reasonable time limits for oral presentations. Persons may be required to submit written testimony in lieu of oral testimony if the Chair determines that a reasonable opportunity for oral presentations has been provided, and in such a case, the matter may be continued to a later date to allow a reasonable time for such submittals to occur.
- E. Recordation of Board Actions.** All official actions or decisions by the WICC-Board shall be documented and kept by the Secretary. The vote or votes of each member of the WICC-Board on every question shall be recorded. Only action minutes will be maintained, however, tape recordings will be made of each meeting of the WICC-Board whenever possible and shall be available to the public at the WICC-Board offices.

V. VOTING AND QUORUM

- A. Roll Call Vote.** A roll call vote may be required in voting upon any motion of the WICC-Board at the discretion of the Chair.

- B. **Inaudible Votes.** Any member present who does not vote in an audible voice or abstains for a legally insufficient reason shall be recorded as voting "aye".
- C. **Quorum.** A majority of the members of the WICC-Board shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained.
- D. **Number of Votes Required for Action.** All actions require a motion and a second. No action or recommendation of the WICC-Board shall be valid and binding unless a quorum is present and the motion is approved by at least a majority of the members present. Each member shall have one vote. No votes may be cast by proxy. Tie votes shall be considered as denial of the motion.
- E. **Voting Affected by Conflict of Interest.** As a general rule, no member shall participate as a member in any discussion or voting if to do so would constitute a conflict of interest. However, if a quorum cannot be achieved or the required number of affirmative votes for action obtained because conflicts of interest exist that prevent members having such conflicts from discussing or voting on the matter, and the conflicts are such that the members with conflicts will be unable to vote at a later date even if the matter is continued, the matter shall not be continued and a sufficient number of members having conflicts of interest, selected by lot, shall be allowed to participate to provide enough votes for the WICC-Board to form a quorum and take affirmative action.
 - 1. A final vote on any matter before the WICC-Board may be reconsidered during the meeting at which the vote was taken provided all persons concerned with the matter are still present, and further provided the motion to reconsider shall be made by a member voting with the majority on the final vote.
 - 2. If all persons concerned with a matter are not present, or if a member so chooses, a motion to reconsider a final vote on any matter may be given not later than the next regular meeting by a member voting with the majority on the final vote, provided notice of intention to move such reconsideration shall have been given at the meeting on which the final vote was taken.
 - 3. A motion for reconsideration shall have precedence over every motion except a motion to adjourn.

VI. CHANGES TO BYLAWS

The provisions of these Bylaws may be altered, amended, or repealed at any time, within limitations imposed by the Brown Act.

###

EXHIBIT A-2 CLEAN COPY

Adopted May 21, 2002; Resolution 02-103
Amended February 24, 2004; Resolution 04-26
Amended June 8, 2004; Resolution 04-77
Amended April 25, 2006; Resolution 06-82
Amended January 29, 2013; Resolution 2013-06
Amended June ___, 2015; Resolution 2015-___

**BYLAWS OF THE WATERSHED INFORMATION AND
CONSERVATION COUNCIL OF NAPA COUNTY**

- I. THE WATERSHED INFORMATION AND CONSERVATION COUNCIL OF NAPA COUNTY**
- A. Name.** The official name of the Board shall be the Watershed Information and Conservation Council of Napa County, hereinafter referred to as the "WICC." (Per Resolution No. 2015-___)
- II. OFFICERS.** The officers of the WICC shall be the Chair, Vice-Chair and Secretary, chosen as follows:
- A. Time of Election of the Chair and Vice-Chair.** At the first organizational meeting and thereafter at the WICC's annual organizational meeting, the membership of the WICC shall elect the Chair and Vice-Chair from among themselves.
- B. Term of the Chair and Vice-Chair.** The Chair and Vice-Chair shall serve one calendar year or until their successors are elected and assume office. If the office of Chair becomes vacant during the term, the Vice-Chair shall become Chair. Vacancy in the office of Vice-Chair during the term shall be filled by election to serve the remainder of the term.
- C. Duties of the Chair and Vice-Chair.** The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the WICC and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a two-thirds vote and perform such other duties as are required by the WICC. The Chair shall have all the rights and duties enjoyed by any other member of the WICC, including the right to make and second motions.
- D. Secretary.** The Natural Resources Conservation Manager, in the Water Resources Division of the Public Works Department, shall serve ex officio as the Secretary of the WICC.
- E. Authority to Bind WICC Board.** No member of the WICC shall have any power or authority to bind the WICC by any contract, to pledge its credit, or to render it liable for any purpose in any amount.
- F. Term of WICC members.** Each member of the WICC shall serve for a period of four (4) years. Members serving on the WICC as elected officials and the alternate member acting for the County Board of Supervisors shall serve the same term as their elected

office.

G. Service and termination of WICC membership.

1. **Service.** Members appointed to the WICC by the County Board of Supervisors shall serve at the will and pleasure of the County Board of Supervisors.
2. **Termination.** A WICC member's term may be concluded before expiration if any one of the following events occurs:
 - a. His or her absence from three consecutive regular meetings during the term year, unless confined by illness or other absence approved by a majority of the WICC at any meeting thereof, will be considered as having involuntarily resigned her/his position as a member of the WICC.
 - b. His or her resignation is submitted to the Chair.
 - c. His or her ceasing residency in Napa County.
 - d. His or her conviction of a felony or any offence involving a violation of his or her official duties.
 - e. Refusal or neglect to file the required oath of office.

III. MEETINGS

- A. **Date of Regular Meetings.** All dates of regular meetings of the WICC shall be on the fourth Thursday of every other month beginning in January, apart from November, when the meeting shall be held on the third Thursday, as shown on a calendar, which the WICC shall adopt at the first meeting of the WICC, of each calendar year. Notwithstanding the foregoing, any regularly scheduled meeting of the WICC may be canceled by majority vote or, if there is not a quorum, be adjourned by the Chair or Secretary in the manner set forth in Section III(G) of these by-laws.
- B. **Time of Regular Meetings.** Regular meetings shall commence at 4:00 pm and continue until all agenda business is concluded unless adjourned earlier on motion of the WICC for any reason or by the Secretary for lack of a quorum.
- C. **Location of Regular Meetings.** Unless specially noticed otherwise, regular meetings shall be held at 625 Burnell Street, in the NCTPA/NVTA Board Room, Napa, California.
- D. **Emergency Meetings.** Emergency meetings shall be called in conformance with Section 54956.5 of the California Government Code.
- E. **Special Meetings.** A special meeting may be called at any time by the Chairman or upon the request of a majority of the members of the WICC by delivering written notice to each member and to each person or entity entitled by law to receive such notices in the manner required by Government Code Section 54956 at least 24 hours before the

time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed and shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. No other business shall be considered at such meetings by the WICC. Such written notice may be dispensed with as to any WICC member who at or prior to the time the meeting convenes files with the Secretary of the WICC a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any member who is actually present at the time the meeting convenes.

- F. Agendas Involving Regular Meetings.** At least 72 hours before a regular meeting, an agenda containing a brief general description of each item of business to be transacted or discussed shall be posted at a location freely accessible to members of the public. All agendas shall include a time period for public comment and shall specify the time and location of the regular meeting. No discussion shall occur, or action be taken, on any item not appearing on the posted agenda except as permitted by law. Questions or comments regarding items not included on the agenda shall be limited to the scope permitted for "public comment". Supplemental agendas involved in a regular meeting will be prepared and considered by the WICC only under the following conditions:
1. **Emergencies.** Upon a determination by the WICC that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
 2. **Need Arising after Posting.** Upon a determination by a two-thirds vote of the WICC or, if less than two-thirds of the potential votes are present, a unanimous vote of the WICC members present, that there is a need to take immediate action and the need to take action came to the attention of WICC or staff subsequent to the regular agenda being posted.
 3. **Recently Continued Item.** The item was properly posted for a prior meeting of the WICC occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.
- G. Adjourning Meetings.** The WICC may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all WICC members are absent from any regular meeting or adjourned regular meeting the Secretary or Acting Secretary of the WICC may declare the meeting adjourned to the next regular meeting of the WICC. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.
- H. Meetings to be Open and Public.** All meetings of the WICC to take action or to deliberate concerning WICC business and its conduct shall be open and public. All persons shall be permitted to attend any such meetings except as otherwise provided or

permitted by law.

IV. CONDUCT OF MEETINGS

- A. **Order of Business.** The regular order of business of the WICC shall be:
1. Call to order.
 2. Approval of the minutes of the previous meeting.
 3. Public comment on unagendized items.
 4. Consideration and Action on Agenda Items.
 5. Adjournment.
- B. **Parliamentary Procedure.** Unless otherwise provided by these Bylaws, all proceedings before the WICC shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most current version of the Sturgis "Standard Code of Parliamentary Procedure."
- C. **Recording of Meetings.** Any meeting of the WICC, other than a closed session permitted under the Brown Act, may be recorded by any person, unless the WICC determines that such recording could constitute a disruption of the proceedings.
- D. **Presentations to the Board.** Any person desiring to address the WICC shall, when recognized by the Chair, give his or her name and address. The Chair may, in the interest of facilitating the business of the WICC, set in advance of the presentation of testimony reasonable time limits for oral presentations. Persons may be required to submit written testimony in lieu of oral testimony if the Chair determines that a reasonable opportunity for oral presentations has been provided, and in such a case, the matter may be continued to a later date to allow a reasonable time for such submittals to occur.
- E. **Recordation of Board Actions.** All official actions or decisions by the WICC shall be documented and kept by the Secretary. The vote or votes of each member of the WICC on every question shall be recorded. Only action minutes will be maintained, however, tape recordings will be made of each meeting of the WICC whenever possible and shall be available to the public at the WICC offices.

V. VOTING AND QUORUM

- A. **Roll Call Vote.** A roll call vote may be required in voting upon any motion of the WICC at the discretion of the Chair.
- B. **Inaudible Votes.** Any member present who does not vote in an audible voice or abstains for a legally insufficient reason shall be recorded as voting "aye".
- C. **Quorum.** A majority of the members of the WICC shall constitute a quorum for the

purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained.

- D. Number of Votes Required for Action.** All actions require a motion and a second. No action or recommendation of the WICC shall be valid and binding unless a quorum is present and the motion is approved by at least a majority of the members present. Each member shall have one vote. No votes may be cast by proxy. Tie votes shall be considered as denial of the motion.
- E. Voting Affected by Conflict of Interest.** As a general rule, no member shall participate as a member in any discussion or voting if to do so would constitute a conflict of interest. However, if a quorum cannot be achieved or the required number of affirmative votes for action obtained because conflicts of interest exist that prevent members having such conflicts from discussing or voting on the matter, and the conflicts are such that the members with conflicts will be unable to vote at a later date even if the matter is continued, the matter shall not be continued and a sufficient number of members having conflicts of interest, selected by lot, shall be allowed to participate to provide enough votes for the WICC to form a quorum and take affirmative action.
1. A final vote on any matter before the WICC may be reconsidered during the meeting at which the vote was taken provided all persons concerned with the matter are still present, and further provided the motion to reconsider shall be made by a member voting with the majority on the final vote.
 2. If all persons concerned with a matter are not present, or if a member so chooses, a motion to reconsider a final vote on any matter may be given not later than the next regular meeting by a member voting with the majority on the final vote, provided notice of intention to move such reconsideration shall have been given at the meeting on which the final vote was taken.
 3. A motion for reconsideration shall have precedence over every motion except a motion to adjourn.

VI. CHANGES TO BYLAWS

The provisions of these Bylaws may be altered, amended, or repealed at any time, within limitations imposed by the Brown Act.

###



**Report to the City Council
Council Meeting of August 11, 2015**

Agenda Section: **New Business**

Subject: **Consider formation of an Ad Hoc Revenue Source Task Force to evaluate possible additional revenue sources for the City.**

CEQA Status: **Not a Project**

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

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

DISCUSSION

This item was placed on the agenda at the request of Mayor Galbraith. The purpose of this item is to offer the Council the opportunity to discuss the option and process of forming an Ad Hoc Revenue Source Task Force to evaluate possible additional revenue sources for the City.

If Council is interested in forming this Ad Hoc Task Force, additional direction to staff from the Council should include number and composition of task force members, parameters of responsibility, and a timeline for completion of work.

If Council directs staff to initiate the formation of the Ad Hoc Task Force, then staff will conduct an immediate recruitment for members and prepare a staff report detailing all the information regarding the Ad Hoc Task Force, returning to Council on September 8, 2015.

FISCAL IMPACT

No direct costs, but formation and support of an ad hoc task force will require staff resources.

RECOMMENDED ACTION

Direction to staff regarding formation of an Ad Hoc Revenue Source Task Force

THIS PAGE IS
INTENTIONALLY
BLANK