



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

ST. HELENA CITY COUNCIL
REGULAR MEETING
OCTOBER 13, 2015

5:15 PM SPECIAL MEETING - CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 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. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
City Negotiator: City Manager
Negotiations with St. Helena Employees Association (SHEA)
- 3. OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (6:00 P.M.)**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ROLL CALL**
- 6. PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person’s comments shall be limited to 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.

7. **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.

STAFF BRIEFING:

8. Monthly water/drought update presented by Jennifer Tuell, Water Conservation Coordinator

PRESENTATIONS AND PUBLIC RECOGNITIONS

9. Proclamation – Declaring October 2015 as National Sudden Cardiac Arrest Awareness 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)

10. Consideration and proposed approval of a resolution authorizing the conversion of the St. Helena Fire Department Chevy Suburban to St. Helena Police Department use, not to exceed \$10,000.00 funded through Citizens Option for Public Safety (C.O.P.S.) grant program

CEQA Status: Not a CEQA project

Lead Staff: William Imboden, Chief of Police

Recommendation: Adopt

11. Consideration and proposed approval of a resolution authorizing the purchase of nine (9) new mobile police radios from Motorola Solutions, Inc through APEX Industry, in the amount of \$19,410.25 funded through Citizens Option for Public Safety (C.O.P.S.) grant program

CEQA Status: Not a CEQA project

Lead Staff: William Imboden, Chief of Police

Recommendation: Adopt

12. Consideration and proposed approval of a resolution entering into a Memorandum Of Understanding for coordination of Law Enforcement efforts between the Culinary Institute of America at Greystone and the St. Helena Police Department

CEQA Status: Not a CEQA project

Lead Staff: William Imboden, Chief of Police

Recommendation: Adopt

13. Consideration and proposed approval of a resolution approving two custom modifications to the Utility Billing module with Springbrook for a one-time cost of \$1,350.00 to (1) create an automatic upload linking Connect to Springbrook for leak alarms and (2) create a custom report from Springbrook for actual and potential water leaks and approval of ongoing maintenance cost of \$378.00 associated with these modifications

CEQA Status: Not a CEQA project

Lead Staff: April Mitts, Finance Director

Recommendation: Adopt

14. Consideration and proposed resolution approving the first amendment to the professional services agreement for professional services in the amount of \$25,000 with COWI North America, Inc. for Construction Management and Inspection Services for CIP W-84 Bell Canyon Intake Mid-Valve Repair

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I

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

Recommendation: Adopt

15. Consideration and proposed approval of a resolution rescinding resolution 2015-112 and adopting a Resolution revising the APN from 009-010-014 to 009-100-014 for the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 118 (609 McCorkle Ave. St Helena, CA. APN 009-100-014)

CEQA Status: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061(b)(3), No Possibility of Significant Effect on the Environment

Lead Staff: Cindy Black, City Clerk

Recommendation: Adopt

16. Consideration and proposed approval of a resolution approving an amended agreement for Consultant Services with Frank's Janitorial to include two additional days per week of trash and restroom services at City Hall for an additional amount of \$2,990 and authorizing the City Manager to execute an Agreement for Consultant Services for a total not to exceed \$59,880

CEQA Status: Not a CEQA Project

Lead Staff: Kathy Robinson, Operations Manager

Steven Palmer, PE, Director of Public Works/City Engineer

Recommendation: Adopt

17. Consideration and proposed approval of a resolution to reinstate full time Chief Building Official position at a cost of \$101,632 for FY 2015-16

CEQA Status: Not a CEQA Project

Lead Staff: Dawn Marshall, Administrative Services Manager

Recommendation: Adopt

NEW BUSINESS:

18. City's General Plan Update Process – Removal of Implementation Action LU2F on page 2-35, Policy ES1F on page 3-11, and Implementing Action ES2B on page 3-13, Specifically relating to Hotels in Residential Areas

CEQA Status: Review of environmental impacts associated with the approval of the General Plan is subject to CEQA. Impacts are being evaluated in an environmental impact report that the City Council will consider prior to approving the General Plan

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Adopt

19. Consideration and proposed approval of a resolution appointing 7 members to the Ad Hoc Revenue Source Task Force:

- a. Appointment of 2 City Councilmembers
- b. Appointment of 1 Planning Commissioner
- c. Appointment of 4 Community members

CEQA Status: Not a CEQA Project

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Make appointments

20. Consideration and proposed approval of a resolution adopting a new Nonprofit Funding Policy and related Program Application and Guidelines

CEQA Status: Not a CEQA Project

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Adopt

21. DRAFT – Basic Emergency Operations Plan – Information for Annex Section of County of Napa Emergency Operations Plan

CEQA Status: Not a CEQA Project

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Information only, no action required

ADJOURNMENT The next Regular City Council meeting is scheduled for October 27, 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 October 9, 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://cityofsthenana.org> and will be available for public review at the respective meeting.

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City of St. Helena

PROCLAMATION

National Sudden Cardiac Arrest Awareness Month

WHEREAS, approximately 400,000 out-of-hospital cardiac arrests occur each year in the United States; and

WHEREAS, the national survival rate from cardiac arrest is a dismal 10%; and

WHEREAS, sudden cardiac arrest can happen to any person regardless of age, education, race or socio-economic background; and

WHEREAS, individuals and families can take simple steps to avoid the tragedy of the unnecessary loss of life; and

WHEREAS, awareness of the symptoms of sudden cardiac arrest – A victim has collapsed and cannot be awakened; and

WHEREAS, knowing what actions to take – Call 9-1-1 and Push Hard and Fast in the middle of the chest – Hands Only CPR (cardiopulmonary resuscitation); and

WHEREAS, applying an AED (automated external defibrillator) if one is available; and

WHEREAS, taking these actions can double the chances of survival; and

WHEREAS, *St. Helena* is working to make our community a *HeartSafe* Community;

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 2015** is **DESIGNATED** as **National Sudden Cardiac Arrest Awareness Month**, recognizing that increasing awareness will save lives. As the number of citizens who know the signs of cardiac arrest, who know to call 9-1-1 and who do CPR and apply an AED increases, so will survival. The Council encourages community members to observe this month with appropriate programs, ceremonies, and activities.

Dated: October 13, 2015

Alan Galbraith, Mayor
City of St. Helena

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**Report to the City Council
Council Meeting of October 13, 2015**

Agenda Section: Consent Calendar

Subject: Resolution authorizing the conversion of the St. Helena Fire Department Chevy Suburban to St. Helena Police Department use, not to exceed \$10,000.00 funded through Citizens Option for Public Safety (C.O.P.S.) grant program

CEQA Status: Not a CEQA project

Prepared By: William Imboden, Chief of Police

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The FY 2015-16 approved Operations Budget does not include funding to upgrade the Saint Helena Police Department patrol fleet. The Saint Helena Fire Department had a 2004 Chevrolet Suburban in their fleet that was not being used. The Fire Department donated it to the Police Department for the purpose of converting it to Police use. In order to accomplish this, there will need to be a few changes made to the vehicle.

DISCUSSION

The Saint Helena Police Department patrol fleet is aging rapidly. The newest patrol car was purchased in 2010 and has 62,000 miles. The oldest vehicle was purchased in 2006 and has over 90,000 miles. The next oldest vehicle was purchased in 2008 and has 89,000 miles. My intent is to replace the 2006 vehicle with the Chevy Suburban, which has only 43,000 miles. The Suburban would then become the Supervisors patrol vehicle and would be outfitted with the necessary equipment to make it the Mobile Incident Command vehicle for Saint Helena PD. In this dual capacity the Supervisors will be able to perform their patrol functions as well as be properly equipped to respond to any major incident, emergency, or disaster within the city and immediately begin the Incident Command System (ICS) protocol as described in the State Emergency Management System (SEMS) and the National Incident Management System (NIMS).

In order to transition the Suburban from Fire service to Police service it will need to be outfitted with two partition cages (one to separate the rear seat where the prisoners sit,

from the front seats, and one to separate the rear seats from the rear cargo area where the ICS equipment will be), smooth rear door interior panels so the doors cannot be opened from the inside, and a front push bumper. We will also need to have it painted to look like a police vehicle instead of a fire vehicle, and it will need police department graphics. Additionally we will need to replace the current off road tires with pursuit rated street tires, and add spot lights to the door pillars. We have received the following bids:

- a. Partitions, door panels, and push bumper: \$1662.25 (WATTCO Outfitters)
- b. Paint to match police vehicles: \$3,845.16 (Carl's Body Shop)
- c. Police graphics: \$1,134.00 (Jodie's Designs)
- d. Pursuit rated tires: \$1,101.24 (OK Tire)

This totals \$7,743.25, however, there may also be minor unanticipated costs associated with this conversion as the process gets underway. Therefore staff is requesting a budget adjustment of \$10,000.00 to cover the actual costs plus any unanticipated cost overruns.

The Department participates in the Citizens Option for Public Safety (C.O.P.S.) grant program. The C.O.P.S. fund was created as a supplemental Law Enforcement grant, and is intended to be used for front line law enforcement services and equipment. These services and/or equipment must have the specific impact of making the day-to-day operations of the front line officers easier and more efficient. Removing an older vehicle from the police fleet will reduce the amount of time and money expended on vehicle repairs, as well as provide for a more dependable and functional fleet. This specific vehicle will also allow the on-duty Supervisor to more efficiently perform their dual function of Watch Commander and Incident Commander in the event of a disaster or emergency situation.

The C.O.P.S. funds are to be included in annual budgets as line items, for specific purposes, and depleted in their entirety each year. However, one of the provisions in the C.O.P.S. grant is that funds may be used for unexpected unbudgeted expenses, as long as the items to be purchased otherwise meet the intent of the C.O.P.S. grant.

FISCAL IMPACT

The conversion of the Chevrolet Suburban will be funded by the C.O.P.S. grant fund (224-4900-2630) Capital Equipment in the amount not to exceed \$10,000.00. Although this item was not budgeted for in the FY 2015/16 budget the C.O.P.S. fund currently has an excess fund, above what was budgeted for the FY 2015/16 year, due to the fund not being depleted in previous fiscal years. These excess funds will cover the entire cost of the conversion, to include: equipment, installation, warranty, tax, and freight.

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the conversion of the Saint Helena Fire Department Chevrolet Suburban to Saint Helena Police Department use.

ATTACHMENTS

1. Resolution
2. Purchase quotes

**CITY OF ST. HELENA
RESOLUTION NO. 2015-_____**

Resolution authorizing the conversion of the Saint Helena Fire Department Suburban to Saint Helena Police Department use, for an amount not to exceed \$10,000.00.

RECITALS

- A. The City of St. Helena desires to convert the Fire Department Suburban to Police Department use; and
- B. This is an unexpected, unbudgeted expense not covered in the FY 2015/16 budget; and
- C. The Citizens Option for Public Safety (C.O.P.S.) grant can be used for unexpected, unbudgeted items for front line officers; and
- D. The C.O.P.S. grant has unexpended excess funds in it from previous fiscal years; and
- E. The purchase will be entirely funded through the C.O.P.S. fund (224-4900-2630) Capital Equipment; and
- F. No additional funds will be required from the General Fund for this purchase.

RESOLUTION

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

- 1. The conversion of the Fire Department Suburban to Police Department use is approved.
- 2. The adjustment to the C.O.P.S. fund (224-4900-2630) in the amount of \$10,000.00 is approved.

Approved at a Regular Meeting of the St. Helena City Council on October 13th, 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



09/21/15

**Quote for reflective lettering & all decals for
Suburban and Explorer Police vehicles**

Decals: \$600.00

Installation: \$450.00

TOTAL \$1,050.00 +tax (per vehicle)

**Thank you,
Jodie Nieman
Jodie's Design**

707.967.8630 • 1132 Main Street • St. Helena, CA 94574

Attachment 2
ESTIMATE



Fed ID # 01-0627221 DUNS # 068678015

2230 Cordelia Rd.
Phone: 707-435-9233 Fax: 707-435-1941
Email: sales@wattco.net

Date	Reference #
09/09/15	SXJEQ1510-01

CUSTOMER:

St. Helena Police Department

Matt Talbott

1480 Main Street
St. Helena, CA 94574

Phone: (707) 312-1212

Fax: (707) 963-8043

Cell:

E-Mail: MTalbott@cityofsthehena.org

SHIP TO:

St. Helena Police Department

Matt Talbott

1480 Main Street
St. Helena, CA 94574

Phone: (707) 312-1212

Fax: (707) 963-8043

Account Rep	P.O. Number
Sparky Ericson	

Ship Via	Terms
Best Way	Net 30 Days

Qty	Part #	Description	Unit Price	Ext. Price
		Interior Prisoner partition components to retrofit 2004 Chevrolet Suburban		
1	PK0369SUB00	#8VS RP Coated Poly Partition	\$674.10	\$674.10
1	PK0123SUB002ND	#12 VS 2ND Expanded Metal Partition	\$359.10	\$359.10
		Side Door Panels		
1	DP-C13-A	2003-2014 Chevrolet Suburban/GMC Yukon XL aluminum door panel kit for 2 doors;DRPNL,KIT,SUBRN,00-14,	\$210.38	\$210.38
		Front Push Bumper		
1	BK0534SUB042500	PB400 VS ALUM BUMPER	\$296.10	\$296.10

Note:

1.SHIPPING IS NOT INCLUDED IN THE QUOTE - PLEASE REMEMBER TO ADD SHIPPING AND APPROPRIATE SALES TAX TO YOUR PO

2.THIS ESTIMATE DOES NOT INCLUDE INSTALLATION OF ANY OF THE ABOVE LISTED PARTS.

3.THESE PARTS ARE SPECIAL ORDER AND ARE NON-RETURNABLE.

SubTotal	\$1,539.68
Sales Tax	\$123.17
Shipping	\$0.00
Total	\$1,662.85



Qty	Part #	Description	Unit Price	Ext. Price
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Prices are valid for 30 days from date of quote unless otherwise specified

We specifically disclaim any and all warranties, expressed or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Prices are subject to change without notice. All shortage, damage or return claims must be made within 30 days of invoice date. Copy of invoice must be shipped with returns and all returns must have a Return Merchandise Authorization (RMA) number assigned and prominently marked on the outside of each box. Any returns without this information are subject to refusal and return at customer's expense.

PLEASE REMIT PAYMENT TO: WATTCO - 2230 Cordelia Road - Fairfield, CA 94534

Interest will be charged at the rate of 1 1/2% each month on accounts over 30 days.

OK Tire Inc.
910 Dowdell Lane
St. Helena, CA 94574
(707) 963-2343

Customer Copy

Quote #6124566

Estimated
Time Due

Printed: 12:34:59 PM 9/18/2015

City of St. Helena

1480 Main Street
St. Helena CA 94574

apfinance@cityofsthelelena.org

Ordered on
Friday, September 18, 2015

MAKE & MODEL		FLEET NO.	PHONE	REP	CSH	PO #	TERMS			
			707-967-2792	sear wison	-		Net 30			
LICENSE NO.	MILES IN/OUT	VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE			
CATALOG	DESCRIPTION			QTY	PARTS	LABOR	DISC	FET	TOTAL	Code
LT26575R16GY(AA)	LT26575R16GY WRANGLER AT ADVENTURE 10PLY CWL 123R			4	232.00				\$928.00	SW
BALANCE	Tire Balance			4		13.50			\$54.00	
CALDISP	California Disposal Fee			4	1.75				\$7.00	
DISPOSAL	Tire Disposal			4	4.50				\$18.00	
MOUNTS	mounts			4		5.00			\$20.00	

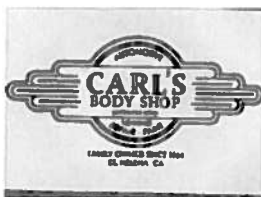
Welcome, We appreciate your business.

Parts	\$928.00	Taxable	\$928.00
Labor	\$74.00	Non-Taxable	\$99.00
Freight	\$0.00	Sales Tax	\$74.24
Other	\$25.00		
FET	\$0.00		
Supplies	\$0.00		
		Estimate	\$1,101.24

Parts and Labor warranties: 100% for 90 days or 4000 miles, whichever comes first. This warranty limited to the work on this form only. Vehicle must be returned to our shop at customer's expense, to honor warranty. I hereby authorize the repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Because of the extent of the teardown and inspection, the vehicle may not perform as well as before. No refunds on installed tires and or wheels. Special Orders or discontinued items. All returns are subject to 15% handling charge. Any deposits are subject to forfeit if cancelled.

Print Name _____ Signature _____ Date _____

Prices may not reflect applicable sales tax.



CARL'S BODY SHOP INC.

We work with you and your insurance company.
1035 DOWDELL LN, SAINT HELENA, CA 94574
Phone: (707) 963-4371
FAX: (707) 963-7375

Workfile ID: 4850875e
Attachment: 010565972
Federal ID: SRJHF97968689
Resale Number: ARD00219954
BAR:

Preliminary Estimate

Customer: ST HELENA POLICE DEPARTMENT

Written By: KELTON MCCAFFREY

Insured: ST HELENA POLICE
DEPARTMENT

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

ST HELENA POLICE DEPARTMENT
1480 MAIN ST
ST HELENA, CA 94574
(707) 967-2850 Business

Inspection Location:

CARL'S BODY SHOP INC.
1035 DOWDELL LN
SAINT HELENA, CA 94574
Repair Facility
(707) 963-4371 Business

Insurance Company:

VEHICLE

Year: 2004	Body Style: 4D UTV	VIN: 3GNGK26U84G190489	Mileage In: 53000
Make: CHEV	Engine: 8-6.0L-FI	License: 1163688	Mileage Out:
Model: K2500 4X4 SUBURBAN LS	Production Date: 12/2003	State: CA	Vehicle Out:
Color: WHITE Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm

Message Center

Dual Air Condition

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Cassette

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Customer: ST HELENA POLICE DEPARTMENT

Vehicle: 2004 CHEV K2500 4X4 SUBURBAN LS 4D UTV 8-6.0L-FI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	Refn	LT Fender Chevrolet		0	0.00	0.0	2.2
3		Add for Clear Coat		0	0.00	0.0	0.9
4	Refn	RT Fender Chevrolet		0	0.00	0.0	2.2
5		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
6		Add for Clear Coat		0	0.00	0.0	0.4
7	R&I	LT Flare paint to match		0	0.00	0.4	0.0
8	R&I	RT Flare paint to match		0	0.00	0.4	0.0
9	Refn	RT Flare paint to match		0	0.00	0.0	0.8
10		Overlap Minor Panel		0	0.00	0.0	-0.2
11		Add for Clear Coat		0	0.00	0.0	0.1
12	Refn	LT Flare paint to match		0	0.00	0.0	0.8
13		Overlap Minor Panel		0	0.00	0.0	-0.2
14		Add for Clear Coat		0	0.00	0.0	0.1
15		QUARTER PANEL					
16	Refn	LT Quarter panel w/o Escalade E		0	0.00	0.0	3.3
17		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
18		Add for Clear Coat		0	0.00	0.0	0.6
19	Refn	RT Quarter panel w/o Escalade E		0	0.00	0.0	3.3
20		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
21	*	Add for Clear Coat		0	0.00	0.0	0.6
22	R&I	LT Flare paint to match w/o 4 whl str		0	0.00	0.4	0.0
23	R&I	RT Flare paint to match w/o 4 whl str		0	0.00	0.4	0.0
24	Refn	RT Flare paint to match w/o 4 whl str		0	0.00	0.0	1.0
25		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
26	*	Add for Clear Coat		0	0.00	0.0	0.2
27	Refn	LT Flare paint to match w/o 4 whl str		0	0.00	0.0	1.0
28		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
29	*	Add for Clear Coat		0	0.00	0.0	0.2
30		REAR LAMPS					
31	R&I	LT Combo lamp assy w/o Escalade ESV		0	0.00	0.3	0.0
32	R&I	RT Combo lamp assy w/o Escalade ESV		0	0.00	0.3	0.0
33		REAR BUMPER					
34	R&I	R&I bumper assy		0	0.00	1.0	0.0
35		BACK DOOR					
36	Refn	LT Outer panel		0	0.00	0.0	2.2
37		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
38	*	Add for Clear Coat		0	0.00	0.0	0.4

Customer: ST HELENA POLICE DEPARTMENT

Vehicle: 2004 CHEV K2500 4X4 SUBURBAN LS 4D UTV 8-6.0L-FI WHITE

39	*	Rpr	RT Outer panel	0	0.00	1.0	2.2
40			Overlap Major Adj. Panel	0	0.00	0.0	-0.4
41	*		Add for Clear Coat	0	0.00	0.0	0.4
42	*	R&I	Nameplate "BOWTIE SUBURBAN"	0	0.00	0.2	0.0
43	*	R&I	Nameplate "Chevrolet"	0	0.00	0.2	0.0
44	HOOD						
45		Refn	Hood Chevrolet	0	0.00	0.0	3.0
46			Overlap Major Adj. Panel	0	0.00	0.0	-0.4
47	*		Add for Clear Coat	0	0.00	0.0	0.5
48	FRONT BUMPER						
49		R&I	R&I bumper assy	0	0.00	1.4	0.0
50	#		remove pinstripes on doors both sides	1	0.00	2.0	0.0
51	#		COVER VEHICLE/MASK GLASS/	1	25.00 T	1.0	0.0
52	#	Repl	COLOR TINT	1	0.00	0.5	0.0
53	#	Repl	HAZARDOUS WASTE CHARGE	1	4.00 X	0.0	0.0
54	#		REFINISH DEDUCTION ON QUARTERS	1	0.00	0.0	-1.5
55	#		DENIB AND RUB	1	0.00	1.0	0.0
SUBTOTALS					29.00	10.5	22.1

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				0.00
Body Labor	10.5 hrs	@	\$ 86.00 /hr	903.00
Paint Labor	22.1 hrs	@	\$ 86.00 /hr	1,900.60
Paint Supplies	22.1 hrs	@	\$ 42.00 /hr	928.20
Body Supplies	1.5 hrs	@	\$ 5.00 /hr	7.50
Miscellaneous				29.00
Subtotal				3,768.30
Sales Tax	\$ 960.70	@	8.0000 %	76.86
Grand Total				3,845.16
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				3,845.16

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Report to the City Council
Council Meeting of October 13, 2015

Agenda Section: Consent Calendar

Subject: Resolution authorizing purchase of Nine (9) new mobile police radios from Motorola Solutions, Inc through APEX Industry, in the amount of \$19,410.25 funded through Citizens Option for Public Safety (C.O.P.S.) grant program

CEQA Status: Not a CEQA project

Prepared By: William Imboden, Chief of Police 

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The FY 2015-16 approved Operations Budget does not include funding to purchase new patrol car radios. The radios currently installed in the police vehicles are outdated, mismatched, and difficult to have repaired or reprogrammed when issues arise. Currently the Napa County Communications Department conducts all programming and repair work for SHPD. The current radios are so old that the County is compelled to keep an old lap top computer functioning in order to do any work on the radios. All of the radios are currently programmed differently, which causes a safety concern for Officers in the field.

DISCUSSION

The Police Department's current radios have been recycled through each new vehicle acquisition ever since they were purchased new in 2005. When they were purchased the Saint Helena Police Department arranged with the Napa County Communications Department to provide programming and maintenance service on the radios. At that time Napa PD, Napa Sheriff's Office and American Canyon PD all had the same radios, which made service and programming simple for Napa Communications. Since that time all of the other agencies have upgraded their radio systems and are no longer programmed or maintained in the same manner as Saint Helena's radios. We have continued to use these radios, and occasionally replace any that have fatal flaws, with the help of Napa Communications, who has maintained a laptop computer running on Windows XP just for Saint Helena PD. Windows XP is the only system that will operate the programming software needed to work on our radios.

Purchasing new radios for each of the nine vehicles in the Police Department fleet will allow Napa Communications to program each radio with the newest, latest software, and eliminate the need for the Windows XP laptop. They will also be able to program each radio exactly the same, so no matter which vehicle is being driven the channel for the surrounding agencies will be in the same location on the radio dial.

Additionally, the intent of the Police Department is to start rotating out the oldest patrol vehicles in the fleet, some of which were purchased in 2006. Ford no longer offers the Crown Victoria in a police package vehicle, so a different style vehicle will need to be purchased. There are additional costs associated with a new patrol vehicle being set up, wired, and equipped for service. With the advanced age of the current radios, and the intent to keep the new vehicles in service for a minimum of five years, there is a high likelihood that putting an old radio into a new vehicle will double the cost of installation as a result of having to replace the old radio with a new one sometime during the lifespan of the new patrol vehicle. Therefore it makes financial sense to place a new radio into each new patrol car as they are initially outfitted.

The Department participates in the Citizens Option for Public Safety (C.O.P.S.) grant program. The C.O.P.S. fund was created as a supplemental Law Enforcement grant, and is intended to be used for front line law enforcement services and equipment. These services and/or equipment must have the specific impact of making the day-to-day operations of the front line officers easier and more efficient. Providing new, modern patrol vehicle radios, all programmed in the same manner, with all the surrounding law enforcement and public works channels in the same location, will allow the officers to get into any patrol vehicle and operate it safely without first having to memorize the various radio channel locations, or take their eyes off what they are doing in any given situation to change the radio channel.

The C.O.P.S. funds are to be included in annual budgets as line items, for specific purposes, and depleted in their entirety each year. However, one of the provisions in the C.O.P.S. grant is that funds may be used for unexpected unbudgeted expenses, as long as the items to be purchased otherwise meet the intent of the C.O.P.S. grant.

FISCAL IMPACT

The purchase of the Mobile Police Radios will be funded by the C.O.P.S. grant fund (224-4900-2630) *Capital Equipment* in the amount of \$19,410.25. Although this item was not budgeted for in the FY 2015/16 budget the C.O.P.S. fund currently has an excess fund, above what was budgeted for the FY 2015/16 year, due to the fund not being depleted in previous fiscal years. These excess funds will cover the entire cost of the new Mobile Police Radios, to include: radios, set up, tax and freight.

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the purchase from APEX Industry for nine new Mobile Police Radios.

ATTACHMENTS

1. Resolution
2. Purchase quote

**CITY OF ST. HELENA
RESOLUTION NO. 2015-_____**

Resolution authorizing purchase of nine (9) new APX4500 Police Radios from Motorola Solutions, Inc, through APEX Industry, for the Police Department, for an amount not to exceed \$19,410.25.

RECITALS

- A. The City of St. Helena desires to purchase nine (9) new APX4500 Police Radios; and
- B. This is an unexpected, unbudgeted expense not covered in the FY 2015/16 budget; and
- C. The Citizens Option for Public Safety (C.O.P.S.) grant can be used for unexpected, unbudgeted items for front line officers; and
- D. The C.O.P.S. grant has unexpended excess funds in it from previous fiscal years; and
- E. The purchase will be entirely funded through the C.O.P.S. fund (224-4900-2630) Capital Equipment; and
- F. No additional funds will be required from the General Fund for this purchase.

RESOLUTION

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

- 1. The purchase of nine (9) new Motorola APX4500 mobile police radios from APEX Industry is approved.
- 2. The City Manager is authorized to sign a purchase order agreement to APEX Industry for the purchase amount of \$19,410.25 to include radios, set up, tax and freight.

Approved at a Regular Meeting of the St. Helena City Council on October 13th, 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, CALIFORNIA



REQUISITION

For Finance Use Only

SHIP TO: Saint Helena Police Department

1480 Main Street

Saint Helena, CA. 94574

REQUESTOR: William Imboden

**P.O. NUMBER MUST
APPEAR ON INVOICE**

VENDOR NUMBER

BILL TO:

ATTN: ACCOUNTS PAYABLE

1480 MAIN STREET

ST. HELENA, CA 94574

9/21/2015

DELIVERY REQUIREMENTS

DATE

Motorola Soultions, Inc.

VENDOR:

C/O Apex Industry Service, Inc.

5011 Blum Rd. #6

Martinez, CA. 94553

PHONE: 925-370-9660

FAX:

VENDOR CONTACT/EMAIL: dick@apexmce.com

VENDOR INSTRUCTIONS

1. Vendor must show Purchase Order Number on all packages, shipping papers, invoices, and correspondences. The City of ST. HELENA will not be responsible for any goods delivered without a Purchase Order Number.
2. F.O.B. Destination, Full Freight allowed.
3. Send acknowledgement and invoice to:
City of ST. HELENA
Attn: ACCOUNTS PAYABLE
1480 MAIN STREET
ST. HELENA, CA 94574
4. If unable to fill at prices shown, or meet delivery date, please advise immediately.
5. For payment, order must be complete. No partial payment will be made.

Check if Valid

No CONTRACT, RESOLUTION

No BUDGETED

GL ACCOUNT NUMBER AND PROJECT NUMBER IF APPLICABLE

224-4900-2630

QUOTE/W.O. #	PRODUCT CODE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
QU334722	M22KSS9PW 1AN	9	APX4500 VHF	\$ 1,977.25	\$ 17,795.25
			See Attached Quote for entire itemized order	\$ -	\$ -
				\$ -	\$ -
				SHIPPING & HANDLING CHARGES	
			TAX		\$ 1,440.00
TOTAL				\$	19,410.25

JUSTIFICATION: As approved at the Oct. 13th, 2015 City Council Meeting

QUOTES: Attached

ORIGINAL REQUISITION

REQUESTOR SIGNATURE

DEPARTMENT HEAD

CITY MANAGER

OFFICE: (707) 967-2792

FAX: (707) 963-7966

ORIGINAL REQUISITION
TO FINANCE

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**Report to the City Council
Council Meeting of October 13, 2015**

Agenda Section: Consent Calendar

Subject: Resolution entering into a Memorandum Of Understanding for coordination of Law Enforcement efforts between the Culinary Institute of America at Greystone and the Police Department

CEQA Status: Not a CEQA project

Prepared By: William Imboden, Chief of Police 

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The Culinary Institute of America at Greystone (CIA) is an accredited institute of secondary education and is subject to all the requirements of The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act").

The Clery Act requires all colleges and universities that participate in federal financial aid programs to keep and disclose information about crime on and near their respective campuses. Compliance is monitored by the United States Department of Education, which can impose civil penalties against institutions for each infraction and can suspend institutions from participating in federal student financial aid programs.

DISCUSSION

By October 1 of each year, institutions must publish and distribute their Annual Campus Security Report to current and prospective students and employees. This report is required to provide crime statistics for the prior three years, policy statements regarding various safety and security measures, campus crime prevention program descriptions, and procedures to be followed in the investigation and prosecution of alleged sex offenses.

The institution's police department or security departments are required to maintain a public log of all crimes reported to them, or those of which they are made aware. The

log is required to have the most recent 60 days' worth of information. Each entry in the log must contain the nature, date, time and general location of each crime and disposition of the complaint, if known.

The Clery Act requires institutions to give timely warnings of crimes that represent a threat to the safety of students or employees. Institutions are required to publish their policies regarding timely warnings in their Annual Campus Security Report.

An institution must keep the most recent eight years (as of 2012) of crime statistics that occurred: on campus, in institution residential facilities, in noncampus buildings, or on public property.

Institutions are required to report on crimes such as:

- Murder
- Sex offenses (forcible/nonforcible, domestic violence, dating violence, and stalking)
- Robbery
- Aggravated assault
- Burglary
- Motor vehicle theft
- Arson
- Arrest

Institutions are required to report on persons referred for campus disciplinary action for:

- Liquor law violations
- Drug-related violations
- Weapons possession

Institutions are required to report on crimes or bodily harm related to/caused by:

- Hate crimes

The CIA staffs an around the clock security department that responds to and documents any safety related issues on the campus or campus owned properties. They also report any law enforcement incidents to the Saint Helena Police Department, and defer to us in any criminal investigation. They do not have the ability to track the statistics necessary to comply with the above mentioned reporting requirements. They depend on information provided to them by the Saint Helena Police Department and other local law enforcement agencies.

In the past the Saint Helena Police Department has provided information relevant to this reporting requirement without the benefit of an MOU.

FISCAL IMPACT

Normal Course of Business. No additional costs.

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving entering into a Memorandum Of Understanding between the Culinary Institute of America at Greystone and the Saint Helena Police Department, for coordination of law enforcement efforts.

ATTACHMENTS

1. Resolution

**CITY OF ST. HELENA
RESOLUTION NO. 2015-_____**

**Resolution authorizing entering into a Memorandum Of
Understanding (MOU) between the Culinary Institute of America at
Greystone (CIA) and the Saint Helena Police Department for
coordination Law Enforcement efforts**

RECITALS

- A. The City of St. Helena provides law enforcement services to the CIA on their campus and all the CIA owned properties; and
- B. The CIA staffs an around the clock security force the defers law enforcement activities to the Police Department; and
- C. The CIA is an accredited secondary institution that participates in Federal financial aid programs; and
- D. As such the CIA is subject to all the requirements of the "Clery Act"; and
- E. The Police Department records and maintains the statistical information the CIA requires to comply with the CLery Act; and
- F. No additional funds will be required from the General Fund for this MOU.

RESOLUTION

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

- 1. Entering into an MOU between the CIA and the Police Department for coordination of Law Enforcement efforts is approved.
- 2. The City Manager is authorized to sign the MOU on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on October 13th, 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ST. HELENA AND THE
CULINARY INSTITUTE OF AMERICA AT GREYSTONE**

This Memorandum of Understanding ("MOU"), made and entered into on October 13, 2015 by and between the City of St. Helena ("City") and the Culinary Institute of America at Greystone ("CIA" or "College"), sets forth the parties' understanding of their respective duties and obligations concerning the coordination of law enforcement efforts between the College and the City.

Whereas:

- A. the College wishes by this MOU to improve its ability to address its obligations pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act");
- B. the City, by and through its Police Department, has primary law enforcement jurisdiction of all property owned, leased or under the control of College, which is in the City of St. Helena, and subject to the terms of this MOU; and
- C. the City wishes to assist College in its efforts, as set forth and subject to the terms set forth herein,

The City and College hereby agree as follows:

- 1. The City will continue to provide police services on said property consistently State law and the City's Municipal Code, and subject to the terms of this MOU and the discretion of the City's law peace officers.
- 2. The CIA Department of Campus Safety will notify the St. Helena Police Department of any serious criminal incident or situation affecting public safety which occurs on any property owned, leased, or under the control of the College within the jurisdiction of the City of St. Helena. These incidents will include, without limitation, violent felony offenses, missing persons or other situations that may affect the safety of persons on the campus or in the City. The College will encourage victims of crimes to report all crimes, and the Department of Campus Safety will assist victims in making reports to the police if requested. For purposes of this MOU, the following definitions shall apply:
 - a. "Missing Student" means any student of the College subject to the provisions of California Penal Code § 14205, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
 - b. "Violent Felony Offense" means a violent felony offense as specified in California Education Code §§ 44010, 44011, 44346.1, 44424 or in California Penal Code § 667.5(c).
 - c. "Serious felony" is any felony listed in California Penal Code § 1192.7.
- 3. The St. Helena Police Department will use its endeavor to keep the CIA Department of Campus Safety informed of any emergencies which may occur within the City that may affect the safety of the staff, students and guests or any property owned, leased, or under the control of the College.
- 4. When the St. Helena Police Department executes a warrant on any property owned, leased, or under the control of the College, the Police Department will endeavor to contact the CIA Department of Campus Safety and request a Campus Safety Officer to accompany the City police officer. The City will use reasonable efforts to refrain from interrupting a class to affect an arrest or to execute a search warrant. In the event of continuous close pursuit within the City of St. Helena which continues to the CIA campus, the St. Helena Police Department will endeavor to notify the Culinary Institute Of America at Greystone Department of Campus Safety Department as soon as practical under the circumstances.

5. Designees from the St. Helena Police Department and the CIA Department of Campus Safety will meet as needed to review and discuss various operational issues, interdepartmental objectives and all events impacting both communities.
6. The St. Helena Police Department will endeavor to provide the College with information concerning crimes committed on property in the Department's jurisdiction which is owned by the College, controlled by the College or adjacent to the College campus, in order to assist the College in its efforts to meet its obligations under the Clery Act to collect and annually report to the Department of Education and its community statistics concerning certain crimes committed on such property. The College at least annually will inform the City of the specific categories of crimes for which the College must report statistics. The St. Helena Police Department will use its best efforts to either provide the statistics or other information (such as copies of incident reports) from which the statistics can be derived. Nothing in this paragraph shall be construed to require the Police Department to provide the names of individual victims or any other information the Department is prohibited from disclosing.
7. In no event shall City, or any of its officers, agents, representatives, officials, employees or insurers, be liable to College or any other person or entity for damages for any breach or violation of, or failure to perform or satisfy, this MOU. The enforceability and validity of the above limitations on the remedies available to the parties, including, without limitation, this specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for City's agreement to enter into this MOU, and it is acknowledged that City would not have entered this MOU if it were to be liable in damages under this MOU. In the event College or any other person or entity seeks or accepts damages in any action or proceeding brought for breach or violation of, or failure to perform or satisfy, this MOU, such award shall destroy the consideration supporting City's agreement to enter into this MOU,
8. Notwithstanding any provision in this MOU to the contrary, the following shall apply:
 - a. Nothing in this MOU shall or is intended in any manner to impede, diminish or limit the City's ability and discretion to exercise any warrant, prioritize its law enforcement functions, or otherwise carry out the City's law enforcement duties under State law or the St. Helena Municipal Code.
 - b. The City shall have complete discretion with respect to the manner and time by which it carries out its duties, and may also in its discretion determine on a case by case basis not to carry out any such duty. Neither the College, the public nor any third party shall have the right to enforce any provision of this MOU against the City.
 - c. The City shall not be liable in any manner to the College, the public or to any third party for any claims, demands, causes of action, compensation or damages or relief of any kind arising from or in any manner connected with any act or omission by the City under this MOU.
 - d. The City does not warrant, represent or in any manner guarantee that this MOU satisfies the College's obligations under the Clery Act or any other law, and in no manner assumes any responsibility or liability for satisfying College's responsibilities thereunder.
 - e. City may terminate this MOU, with or without cause, at any time by giving ten (10) days written notice of termination to CIA.
 - f. If litigation or other proceeding is required to enforce or interpret any provision of this MOU, 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.

- g. This MOU 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 College 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.

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

By _____ By _____

CITY OF ST. HELENA

By: _____
Jennifer Phillips, City Manager

CULINARY INSTITUTE OF AMERICA AT GREYSTONE:

By: _____
Managing Director

APPROVED AS TO FORM:

By: _____
Thomas B. Brown, City Attorney

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Report to the City Council
Council Meeting of October 13, 2015

Agenda Section: Consent Calendar

Subject: Resolution approving two custom modifications to the Utility Billing module with Springbrook for a one-time cost of \$1,350.00 to (1) create an automatic upload linking Connect to Springbrook for leak alarms and (2) create a custom report from Springbrook for actual and potential water leaks and approval of ongoing maintenance cost of \$378.00 associated with these modifications.

CEQA Status: Not a Project

Prepared By: April Mitts, Finance Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City of St. Helena has contracted with Springbrook for financial software since 2008. Currently the City utilizes the following Springbrook modules:

1. Finance Suite
2. Purchase Orders
3. Project Management
4. Payroll
5. Human Resources
6. Fixed Assets
7. Accounts Receivable
8. Central Cash/POS Maintenance
9. Utility Billing
10. Licenses and Permits
11. Web Based Utility Billing Payments

One-time costs for individual modules were incurred at the time the module was implemented and the City incurs annual maintenance costs for each module. The current contract between the City of St. Helena and Springbrook is \$26,194 annually for ongoing Software Maintenance.

DISCUSSION

Currently the City utilizes Connect, a software system that communicates with all water meters in the City. When a leak, or potential leak, is detected Connect imports leak data into the monthly water meter reads. Once the information is imported to Connect, Finance staff will then pull a report from Connect and manually match customer name with the records in Springbrook. Customer mailing information is then manually entered for each customer to create a mail merge document to notify customers of leaks or potential leaks. In an effort to streamline finance functions staff would like to link the City's Connect software with Springbrook for leak alarms.

In addition Finance and Public Works staff would like to have Springbrook create a custom report that will extract all customer data relating to leak alarms. This report will allow staff to have all data needed to promptly notify customers of leaks or potential leaks and will also allow staff to easily recognize customers with repeated leak alarms.

FISCAL IMPACT

The fiscal impact to the City of St. Helena shall not exceed \$1,350 for the modification to the Utility Billing module and the fiscal impact for ongoing maintenance is \$378.00 for fiscal year 2015/16. These funds are available in the adopted FY 2015/16 budget and will be paid through account # 561/571-4300-2145.

If approved, the total annual maintenance costs for Springbrook Software will now be \$26,572.

RECOMMENDED ACTION

Staff recommends approval of the Resolution approving the modification to the Springbrook Utility Billing module in the amount of \$1,350.00 to (1) create an automatic upload linking Connect to Springbrook for leak alarms and (2) create a custom report from Springbrook for actual and potential water leaks and approval of ongoing maintenance cost of \$378.00 associated with these modifications and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A – Resolution Approving a Custom Modification to the Utility Billing Module with Springbrook Software

Attachment B – Bid Proposal to Create an Automatic Upload Linking Connect to Springbrook

Attachment C – Bid Proposal to Create a Custom Report from Springbrook for Actual and Potential Water Leaks

CITY OF ST. HELENA
RESOLUTION NO. 2015-

**APPROVING A CUSTOM MODIFICATION TO THE UTILITY BILLING MODULE WITH
SPRINGBROOK SOFTWARE**

RECITALS

- A. The City desires to hire Springbrook to (1) create an automatic upload linking Connect to Springbrook for leak alarms and (2) create a custom report from Springbrook for actual and potential water leaks; and
- B. The City has contracted with Springbrook since 2008 to provide financial software; and
- C. Springbrook 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 modification proposals with Springbrook for a total not to exceed amount of \$1,350 to (1) create an automatic upload linking Connect to Springbrook for leak adjustments and (2) create a custom report from Springbrook for actual and potential water leaks; and
- 2. The City Council approves the proposal with Springbrook for annual Maintenance for the upload from Connect and the custom report for water leaks not to exceed the amount of \$378.00 for fiscal year 2015/16; 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 October 13, 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



Bid Proposal

To: V7 St. Helena- City of
Attn: Jennifer Weeks

From: Roberta Drayer
Re: Work Order No. 08.19.15-002

Purpose

UB > Meter Reading > Import - pull character from position 114 into Description field of read

Method

PROPOSED CHANGE

Import character from position 114 into the Description field of the read.

PURPOSE

N/A

NORMAL FUNCTIONALITY

N/A

DOCUMENTATION SUMMARY

N/A

Bid Proposal	\$450.00
Bid Proposal Total	\$450.00
Annual Maint Increase	\$126.00
Deposit Due	N/A

Date: 09/30/16 11:32

08.19.15-002

1000 SW Broadway Suite 1900 Portland, OR 97205
Phone: (503) 820-2240 Fax: (503) 820-4537



Bid Proposal

Limitations

Appropriate testing and follow-up are included in this bid, however any further training requirements are not covered by this bid unless expressly stated.

Customizations to the standard product may result in an increased amount of time required during upgrades. As a result annual maintenance increases may be necessary and will be itemized above if applicable.

All Deposit Due amounts must be paid at the time of bid approval. Work cannot proceed until all deposits have been paid in full.

Any addition of information or deletion of the information listed here will be billable and subject to a 45 - 60 day turn around time from the date that we get the signed bid. If there are changes that are to be made to this process, please notify Springbrook Software, in writing, and return an updated copy for approval.

Final Acceptance

For work orders that are for a service other than customization work, customer will have 3 business days to inspect the work performed from the time of Springbrook's notification that work is complete. During that time they can raise issues or sign off that the work is complete. If no issues are raised by the end of this time frame, Final Acceptance of work performed is deemed to have occurred.

For customization work, customer will have 7 days from the time of Springbrook's notification that work is complete, to inspect the work performed. During that time they can raise issues or sign off that the work is complete. If no issues are raised by the end of this time frame, Final Acceptance of work performed is deemed to have occurred.

Print name

Signature

Date

Date 09/30/15 11.32

08.19.15-002

1000 SW Broadway Suite 1900 Portland, OR 97205
Phone: (503) 820-2240 Fax: (503) 820-4537



Bid Proposal

To: V7 St. Helena- City of
Attn: Jennifer Weeks

From: Roberta Drayer
Re: Work Order No. 09 01.15-001

Purpose

UB > Custom - custom export for mail merge

Method

PROPOSED CHANGE

The client would like a custom export in CSV format to pull accounts who's meter may have had a leak, based on "L" in the Description field of the read.

Customer Name

Customer Mailing Address

Serial Number

Lot Address

Filtered by read period.

PURPOSE

Will be used to create a mail merge to send to customers who have had a possible leak. Different notifications will be mailed depending on how many consecutive read periods the leak alarm would have triggered, wether it's their 1st, 2nd or 3rd notice.

Bid Proposal	\$900.00
Bid Proposal Total	\$900.00
Annual Maint Increase	\$252.00
Deposit Due	N/A

Date: 09/30/15 11:31

09.01 15-001

1000 SW Broadway Suite 1900 Portland, OR 97205
Phone: (503) 820-2240 Fax: (503) 820-4537



Bid Proposal

Limitations

Appropriate testing and follow-up are included in this bid, however any further training requirements are not covered by this bid unless expressly stated.

Customizations to the standard product may result in an increased amount of time required during upgrades. As a result annual maintenance increases may be necessary and will be itemized above if applicable.

All Deposit Due amounts must be paid at the time of bid approval. Work cannot proceed until all deposits have been paid in full.

Any addition of information or deletion of the information listed here will be billable and subject to a 45 - 60 day turn around time from the date that we get the signed bid. If there are changes that are to be made to this process, please notify Springbrook Software, in writing, and return an updated copy for approval.

Final Acceptance

For work orders that are for a service other than customization work, customer will have 3 business days to inspect the work performed from the time of Springbrook's notification that work is complete. During that time they can raise issues or sign off that the work is complete. If no issues are raised by the end of this time frame, Final Acceptance of work performed is deemed to have occurred.

For customization work, customer will have 7 days from the time of Springbrook's notification that work is complete, to inspect the work performed. During that time they can raise issues or sign off that the work is complete. If no issues are raised by the end of this time frame, Final Acceptance of work performed is deemed to have occurred.

Print name

Signature

Date

Date: 09/30/15 11:31

09.01.15-001

1000 SW Broadway Suite 1900 Portland, OR 97205
Phone: (503) 820-2240 Fax: (503) 820-4537

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**Report to the City Council
Council Meeting of October 13, 2015**

Agenda Section: Consent Calendar

Subject: Resolution approving the first amendment to the professional services agreement for professional services in the amount of \$25,000 with COWI North America, Inc. for Construction Management and Inspection Services for CIP W-84 Bell Canyon Intake Mid-Valve Repair

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I

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

Approved By: Jennifer Phillips, City Manager

BACKGROUND

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.

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.

On August 11, 2015 the City Council authorized adoption of resolution approving the plans, specifications; and authorizing the bid request for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84 and made findings that the project is categorically exempt from the California Environmental Quality Act.

On September 22, 2015 the City Council authorized the award of a construction contract for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84 in the amount of \$87,745 to DRS Marine Inc. and authorized the Director of Public Works to approve change orders not to exceed 10% of the contract amount and increase the project budget by \$22,000 from Water Enterprise Utility Funds.

DISCUSSION

Third party inspection is a critical component of a successful Public Works Project. This project is unusual as the majority of the field work takes place underwater which complicates project inspection. The construction management and inspection for the replacement of the Bell Canyon Reservoir intake tower mid-level valve replacement requires a consultant with experience with underwater facilities. COWI North America Inc. prepared the design drawings and specifications for the project, and they have the appropriate underwater construction management and inspection experience required for the Project.

Due to COWI's experience with this Project, and their experience with underwater inspection, an amendment to their existing Professional Services Agreement was negotiated to include construction management and inspection services. A formal request for proposal (RFP) process is not required by the City's purchasing ordinance for this work, and due to the time sensitive nature of this project, a formal RFP process was not implemented. COWI North America, Inc. has demonstrated a level of experience, competence, and staffing necessary for a satisfactory performance of these services.

FISCAL IMPACT

This amendment will be funded by \$25,000 from Capital Improvement Project W-84, Bell Canyon Intake Mid-Valve Repair.

The estimated Project expenditure summary is provided in the table below.

Description	Budget	Projected
Preliminary engineering and design	\$ 98,179	\$ 98,179
Construction management/inspection	\$ 25,480	\$ 25,000
Construction Contract	\$ 87,745	\$ 87,745
Contingency (10%)	\$ 8,775	\$ 8,775
Total	\$ 220,179	\$ 219,699

The anticipated expenditures, including this amendment, are within the total project budget of \$220,179.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute an amendment to the professional services agreement with COWI North America, Inc. in the amount of \$25,000 for construction management and inspection services for Capital Improvement Project W-84, Bell Canyon Intake Mid-Valve Repair.

ATTACHMENTS

1. Resolution
2. Agreement for Professional Services
3. First Amendment to Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. _____

**APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH COWI NORTH AMERICA, INC. FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR CIP W-84, BELL CANYON INTAKE
MID-VALVE REPAIR**

RECITALS

- 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 Project; and
- B. The City requires construction management and inspection services for CIP W-84, Bell Canyon Intake Mid-Valve Repair; and
- C. The City Engineer requested and COWI North America, Inc. responded with a proposal for construction management and inspection services; and
- D. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed COWI North America, Inc. has the skills, experience and qualifications to provide the desired services; and
- E. The attached First Amendment to the Professional Services Agreement establishes the terms and conditions under which COWI North America, Inc. will provide the necessary services; and
- F. The City Attorney has reviewed and approved the agreement; and
- G. The agreement will be funded through the Capital Improvement Program W-84 Bell Canyon Intake Mid-Valve Repair.

RESOLUTION

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

- 1. Approve the First Amendment to Professional Services Agreement with COWI North America, Inc.
- 2. The City Manager is authorized to execute the First Amendment to Professional Services Agreement with COWI North America, Inc.

Approved at a Regular Meeting of the St. Helena City Council on October 13, 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on 3/27, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and COWI North America, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Bell Canyon Sluice Gate Replacement.

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 and work (together, “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 shall not exceed \$35,900, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the services 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 Agreement 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.

C. 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 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 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 7 – 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 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.

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 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 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 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 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 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 13 – 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 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 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 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 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 18 – 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: COWI North America, Inc.
1300 Clay St.
Suite 700
Oakland, CA 94612

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 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 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 services 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:

By: 
Name: Winston L. Stewart
Title: Managing Director

City:

By: 
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

EXHIBIT A – SCOPE OF SERVICES

The Scope of Services includes the following tasks:

Task 1 – Underwater Inspection and Condition Assessment

1. Develop work plan for the dive inspection
2. Mobilization of divers and gear to the site and one day's U/W inspection; demobilization
3. Brief letter report on findings

Task 2 – PS&E for Replacement of the Sluice Gate and Control Mechanism

Prepare plans, specifications, and cost estimates (PS&E) for the replacement of the sluice gate and control mechanism. All specifications will be provided on the drawings. Submittals to be made at 90% and final by PDF. Final submittal will be signed and stamped by a California PE. Attend one kickoff meeting.

Assumptions

1. Access to top of dam for a van and divers will be facilitated by the City.
2. No flow of water through the intake tower valve being inspected.
3. Inspection work will be authorized prior to April 1, 2015.
4. Removed control mechanism is available for inspection
5. Construction phase services not included.

EXHIBIT B – COMPENSATION

All work to be performed time and materials in accordance with the attached fee schedule, with a not to exceed amount of \$35,900

Following is an estimate cost breakdown by task:

Task 1 – Underwater Inspection and Condition Assessment - \$16,400

Task 2 – PS&E for Replacement of the Sluice Gate and Control Mechanism - \$19,500

Schedule of Charges - 2015

Professional, Technical, and Support Services

Sr. Principal/Managing Director	\$260.00/hour
Principal/Chief Engineer	240.00/hour
Sr. Project Manager/Sr. Specialist.....	220.00/hour
Project Manager	200.00/hour
Senior Engineer III/Lead Engineer	195.00/hour
Sr. Cost Estimator	190.00/hour
Engineer II	180.00/hour
Engineer I	130.00/hour
CAD Operator III.....	130.00/hour
Tech Diver	115.00/hour
CAD Operator II	105.00/hour
CAD Operator I	95.00/hour
Project Administrator	80.00/hour

Equipment

Field Truck.....	16.00/hour
Mileage	0.65/mile
13' Aluminum Boat.....	200/day
Dive Spread, per diver	375/day
Other Equipment.....	As quoted

Outside direct costs such as subconsultants, equipment rental, outside services, printing, copying, travel, and subsistence..... Cost + 15%

Contract personnel may be charged at the hourly rates listed above. Engineers' rates are the same in-water as out. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of \$400/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

These rates are subject to a minimum 3 percent escalation for services provided in subsequent years.

Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5-percent per month, or the maximum allowed by law, will be charged on past due invoices.

COWI makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

Rates assume private work or public non-prevailing wage. Prevailing wage rates quoted separately if deemed required, and may be billed retroactive of determination.

Christina Cook

From: Mark Ferguson <mferguson@remif.com>
Sent: Thursday, March 26, 2015 8:24 AM
To: Christina Cook
Cc: Steve Palmer
Subject: RE: COWI ins exception request.

Chrissy,

It appears that the insurance coverage is sufficient for this project.

Mark Ferguson
REMIF
General Manager
707-938-2388 ex 12

From: Christina Cook [<mailto:ChristinaC@cityofstheleena.org>]
Sent: Thursday, March 26, 2015 8:16 AM
To: Mark Ferguson
Cc: Steve Palmer
Subject: COWI ins exception request.

Hi Mark,

Please let me know if this ins will suffice.

Thank you.

Chrissy Cook
Administrative Assistant
Public Works Department
City of St. Helena
1480 Main Street
St. Helena, CA 95474
(707) 967-2792 phone
(707) 963-7748 fax
christinac@cityofstheleena.org

 Think before you print



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2015

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

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

PRODUCER Willis of Illinois, Inc. 233 South Wacker Drive Suite 2000 Chicago IL 60606		CONTACT NAME: PHONE A/C No. Ext: 312-288-7700 E-MAIL ADDRESS: AECertificates@willis.com		FAX A/C No: 312-234-0843
INSURED Ben C. Gerwick, Inc. Attn: Michelle Yu 1300 Clay Street, 7th Floor Oakland CA 94612		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property & Casualty Compa		25674
		INSURER B: National Union Fire Insurance Co.		
		INSURER C: Travelers Indemnity Company of CT		25682
		INSURER D: Commerce & Industry Insurance Co		19410
		INSURER E: Lexington Insurance Company		19437
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1418067455

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	8806C205168	4/1/2015	4/1/2016	EACH OCCURRENCE \$1,000,000
C	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$10,000
	☐ GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
						\$
A	AUTOMOBILE LIABILITY	Y	BA6C205617	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS					\$
	☐ NON-OWNED AUTOS					\$
B	☒ UMBRELLA LIAB	Y	BE061234641	4/1/2015	4/1/2016	EACH OCCURRENCE \$4,000,000
	☐ EXCESS LIAB					AGGREGATE \$4,000,000
	☐ DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC004321217	7/1/2014	7/1/2015	☒ WC STATUTORY LIMITS ☐ OTHER
D	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E L EACH ACCIDENT \$1,000,000
	☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE EA EMPLOYEE \$1,000,000
						E L DISEASE POLICY LIMIT \$1,000,000
E	Professional Liability		27014999	7/1/2014	4/1/2016	\$2,000,000 per claim aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured is included in General Liability & Automobile Liability coverage as required by written contract. Umbrella Liability follows form over the General Liability, Automobile Liability, and Employers Liability coverage.

Re: Bell Canyon Sluice Gate Replacement

The City of St. Helena, its agent, officers, officials, employees and volunteers are listed as additional insureds under the General Liability and Automobile Liability as respects liability arising out of services/operations performed by the insured. Coverage under the General Liability and Automobile Liability policies shall be primary & non-contributory. The Workers Compensation policy contains a waiver of subrogation in favor of the City of St. Helena, its agent, officers, officials, employees and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Helena 1480 Main Street St. Helena CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**Report to the City Council
Council Meeting of March 24, 2015**

Agenda Section: Consent Calendar

Subject: Resolution approving a professional services agreement with COWI North America, Inc. for Plans, Specifications and Estimate for Bell Canyon Reservoir Sluice Gate Replacement

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I

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, 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.

DISCUSSION

The design for the replacement of the Bell Canyon Reservoir intake tower mid-level valve replacement requires a consultant with experience in performing the design of under water facilities. City staff has determined that COWI North America Inc. has the appropriate underwater design experience required to prepare a complete set of bidding

CITY OF ST. HELENA

RESOLUTION NO. 2015-

**APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH
COWI NORTH AMERICA, INC. FOR PLANS, SPECIFICATIONS AND ESTIMATE FOR
BELL CANYON RESERVOIR SLUICE GATE REPLACEMENT**

RECITALS

- A. The City requires design services for the Bell Canyon Reservoir Sluice Gate Replacement; and
- B. The City Engineer requested and COWI North America, Inc. responded with a proposal for design and bid preparation services; and
- C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed COWI North America, Inc. has the skills, experience and qualifications to provide the desired services; and
- D. The attached agreement establishes the terms and conditions under which COWI North America, Inc. will provide the necessary services; and
- E. The City Attorney has reviewed and approved the agreement; and
- F. The agreement will be funded through the Capital Improvement Program W-84 Bell Canyon and Lower Reservoir intake Towers, utilizing \$35,900 of Water Funds.

RESOLUTION

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

- 1. Approve Agreement for Consulting Services with COWI North America, Inc.
- 2. The City Manager is authorized to execute the Agreement for Consulting Services with COWI North America, Inc.

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Alan Galbrath
Mayor

ATTEST:

Cindy Black
City Clerk

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 Agreement 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.

C. 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 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 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 7 -- 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).

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 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 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 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.

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 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 13 – 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 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

ATTACHMENT 2

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

To Consultant: COWI North America, Inc.
1300 Clay St.
Suite 700
Oakland, CA 94612

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 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 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 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:

By: _____

Name: Winston L. Stewart
Title: Managing Director

City:

By: _____

Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown
Title: City Attorney

ATTACHMENT 2

EXHIBIT B - COMPENSATION

All work to be performed time and materials in accordance with the attached fee schedule, with a not to exceed amount of \$35,900

Following is an estimate cost breakdown by task:

Task 1 – Underwater Inspection and Condition Assessment \$16,400

Task 2 – PS&F for Replacement of the Sluice Gate and Control Mechanism - \$19,500

Schedule of Charges - 2015

Professional, Technical, and Support Services

Sr. Principal/Managing Director	\$280.00/hour
Principal/Chief Engineer	240.00/hour
Sr. Project Manager/Sr. Specialist	220.00/hour
Project Manager	200.00/hour
Senior Engineer III/Lead Engineer	195.00/hour
Sr. Cost Estimator	190.00/hour
Engineer II	180.00/hour
Engineer I	130.00/hour
CAD Operator III	130.00/hour
Tech Driver	115.00/hour
CAD Operator II	105.00/hour
CAD Operator I	95.00/hour
Project Administrator	80.00/hour

Equipment

Field Truck	16.00/hour
Mileage	0.65/mile
13' Aluminum Boat	200/day
Dive Spread, per diver	375/day
Other Equipment	As quoted

Outside direct costs such as subconsultants, equipment rental, outside services, printing, copying, travel, and subsistence..... Cost + 15%

Contract personnel may be charged at the hourly rates listed above. Engineers' rates are the same in-water as out. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of \$400/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

These rates are subject to a minimum 3 percent escalation for services provided in subsequent years.

Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5-percent per month, or the maximum allowed by law, will be charged on past due invoices.

COWI makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

Rates assume private work or public non-prevailing wage. Prevailing wage rates quoted separately if deemed required, and may be billed retroactive of determination.

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH COWI NORTH AMERICA INC.**

This First Amendment to Agreement for Professional services dated March 27, 2015 ("Agreement") is made as of this 13th day of October 2015, by and between the City of St. Helena, a municipal corporation ("City"), and COWI North America Inc. ("Consultant").

RECITALS

- A. On March 27, 2015 the City and Consultant entered into the Agreement for Consultant to provide professional engineering services for the preparation of bid documents for the Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower Project; and
- B. Consulting work in the first phase of this contract is now complete and bids for the project were received by the City; and
- C. City and Consultant now desire to amend the Agreement with Consultant for the purpose of performing construction management and inspection services for the Bell Canyon Reservoir – Install New frame and Sluice Gate on Water Intake Tower Project.

AGREEMENT

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

1. Section 1. Basic Services

Exhibit A to the Agreement is replaced with the attached Exhibit A-1.

2. Section 4. Compensation and Method of Payment

Section 4.A is amended to increase the total compensation payable to Consultant under the Agreement by \$25,000 to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B-1, "Compensation," attached hereto and made a part hereof. Total compensation shall not exceed \$60,900, unless additional compensation is approved in accordance with Section 2."

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

Entered as of the day and year first above stated.

CONSULTANT:

COWI North America, Inc.
1300 Clay St.
Suite 700
Oakland, CA 94612

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:

Jennifer Phillips, City Manager

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

ATTEST:

Cindy Black, City Clerk

Attachments:

Exhibit A-1, "Scope of Services"
Exhibit B-1, "Compensation"

EXHIBIT A-1 – SCOPE OF SERVICES

The Scope of Services includes the following tasks:

Task 1 – Underwater Inspection and Condition Assessment

1. Develop work plan for the dive inspection
2. Mobilization of divers and gear to the site and one day's U/W inspection; demobilization
3. Brief letter report on findings

Task 2 – PS&E for Replacement of the Sluice Gate and Control Mechanism

Prepare plans, specifications, and cost estimates (PS&E) for the replacement of the sluice gate and control mechanism. All specifications will be provided on the drawings. Submittals to be made at 90% and final by PDF. Final submittal will be signed and stamped by a California PE. Attend one kickoff meeting.

Task 3 – Construction Management and Inspection

Respond to Requests for Information from both the City and the Contractor, review Submittals and Shop Drawings, attend one pre-construction meeting in St. Helen, and, provide a post construction above and underwater inspection of the installed frame, sluice gate, stem, guides, pedestal, and wheel, providing a report of the findings of the inspection. Work shall be completed as soon as practical following completion of construction and request for inspection by the City.

Assumptions

1. Access to top of dam for a van and divers will be facilitated by the City.
2. No flow of water through the intake tower valve being inspected.

EXHIBIT B-1 – COMPENSATION

All work to be performed time and materials in accordance with the attached fee schedule, with a not to exceed amount of \$60,900

Following is an estimate cost breakdown by task:

Task 1 – Underwater Inspection and Condition Assessment - \$16,400

Task 2 – PS&E for Replacement of the Sluice Gate and Control Mechanism - \$19,500

Task 3 – Construction Inspection - \$25,000

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Report to the City Council
Council Meeting October 13, 2015

Agenda Section: Consent Calendar

Subject: Consideration and proposed approval of a resolution rescinding resolution 2015-112 and adopting a Resolution revising the APN from 009-010-014 to 009-100-014 for the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 118 (609 McCorkle Ave. St Helena, CA. APN 009-100-014)

CEQA Status: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061(b)(3), No Possibility of Significant Effect on the Environment

Prepared By:  Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The City Council adopted Resolution No. 2015-112 authorized the annexation of territory into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 118 for David Moody, the owner of 609 McCorkle Ave, Napa County Assessor Parcel Number (APN) 009-010-014.

DISCUSSION

The APN is actually 009-100-014 and the adoption of the attached resolution amends the APN and then can be recorded.

FISCAL IMPACT

None, this is a clean-up item.

RECOMMENDED ACTION

Adopt the resolution correcting the APN number.

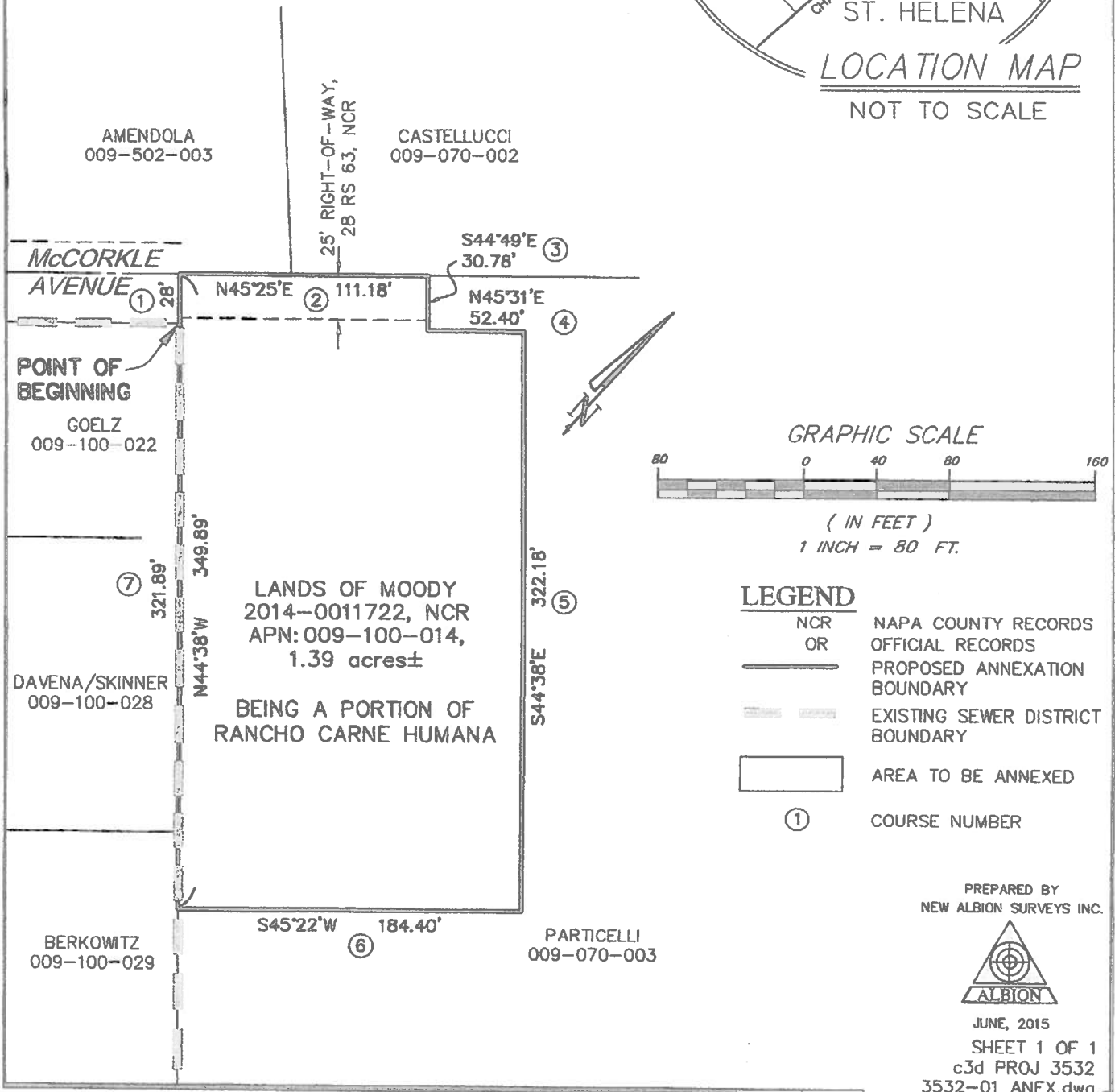
ATTACHMENTS

1. Location Map
2. Resolution

MAP OF ANNEXATION TO CITY OF ST. HELENA

FOR THE LANDS OF
MOODY

City of Saint Helena, County of Napa,
CALIFORNIA
JUNE, 2015



PREPARED BY
NEW ALBION SURVEYS INC.



JUNE, 2015
SHEET 1 OF 1
c3d PROJ 3532
3532-01 ANEX.dwg

CITY OF ST. HELENA RESOLUTION NO. 2015-

**RESCINDING RESOLUTION 2015-112 AND ADOPTING A
RESOLUTION REVISING THE APN FROM 009-010-014 TO
009-100-014 FOR THE ANNEXATION OF TERRITORY INTO THE
ST. HELENA MUNICIPAL SEWER DISTRICT NO. 1**

MSD ANNEXATION NO. 118

609 McCorkle Ave. St Helena, CA. APN. 009-100-014

RECITALS

- A. The City Council adopted Resolution 2015-112 at their September 8, 2015 regular City Council Meeting. Resolution 2015-112 noted the incorrect APN which requires rescinding and an amended resolution brought forward for consideration; and
- B. The property at 609 McCorkle Avenue, St Helena, California, APN. 009-100-014 will benefit from annexation into the St. Helena Municipal Sewer District No. 1; and
- C. The owners of 609 McCorkle Avenue have requested annexation into the St. Helena Municipal Sewer District No. 1; and
- D. The legal description and boundary for the territory to be annexed is described in the attached Exhibit A – Annexation Description; and
- E. A public hearing regarding this proposed annexation was ordered on July 28, 2015, and duly noticed and held on September 8, 2015 at a regular meeting of the City Council of the City of St. Helena; and
- F. All annexation fees have been paid; and
- G. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code sections 4641 et seq.

RESOLUTION

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

- 1. The City Council rescinds Resolution 2015-112; and
- 2. The territory described in the attached Exhibit A – Annexation Description, commonly known as 609 McCorkle Avenue, St. Helena, CA, APN. 009-100-014, is hereby ordered annexed; and

3. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to section 4647 of the Health & Safety Code.

Approved at a Regular Meeting of the St. Helena City Council on October 13, 2015 by the following vote (at least four affirmative votes required):

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

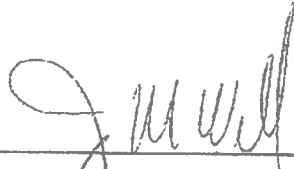
ANNEXATION DESCRIPTION

All that real property situated in the City of Saint Helena, County of Napa, State of California, being a portion of Rancho Carne Humana, and described in that certain Grant Deed recorded June 12, 2014 filed under Document Number 2014-0011722 in the office of the Recorder of said Napa County, being more particularly described as follows:

BEGINNING at the corner of the Existing Sewer District Boundary where southeasterly right of way line of McCorkle Avenue intersects the southwest line of said real property (2014-0011722); thence

- 1) northwesterly along said southwest line North 44°38' West 28 feet to approximate centerline of said McCorkle Avenue, thence
- 2) along said centerline North 45°25' 111.18 feet, thence
- 3) leaving said centerline South 44°49' East 30.78 feet, thence
- 4) North 45°31' East 52.40 feet, thence
- 5) South 44°38' East 322.18 feet, thence
- 6) South 45°22' West 184.40 feet to a point on said Existing Sewer District Boundary and thence
- 7) along said Existing Sewer District Boundary North 44°38' West 321.89 feet to the POINT OF BEGINNING of this description.

Containing 1.39 acres, more or less



Jon M. Webb
Professional Land Surveyor No. 6709
License Renewal: June 30, 2016



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Report to the City Council
Council Meeting of October 13, 2015

Agenda Section: Consent Calendar

Subject: Resolution approving an Amended Agreement for Consultant Services with Frank's Janitorial to include two additional days per week of trash and restroom services at City Hall for an additional amount of \$2,990 and authorize the City Manager to execute an Agreement for Consultant Services for a total not to exceed \$59,880

CEQA Status: Not a CEQA Project

**Prepared By: Kathy Robinson, Operations Manager
Steven Palmer, PE, Public Works Director/City Engineer**

Approved By: Jennifer Phillips, City Manager

BACKGROUND

On April 20, 2012 Public Works Administration submitted a proposed budget to City Council which focused on reducing operating expenditures and providing potential funding for deferred capital expenditures on deteriorating streets and infrastructure. The proposed budget included several cost reduction measures one of which was the elimination of the Government Buildings division of Public Works. This reduction measure eliminated the two full-time positions and janitorial services would be provided through contracted services.

In June of 2012, Government Buildings was officially dissolved and the staff issued a request for proposal on June 14, 2012. Staff had estimated and budgeted \$75,100 for contracted janitorial services, which included five days of cleaning for nine buildings, and seven days of cleaning for library restrooms and three park restrooms. The City received three bids and awarded the contract to the lowest bidder Universal Building Services (UBS) at \$38,340 on July 10, 2012. The services provided were less than adequate and the contract was terminated with UBS on October 24, 2012, with the remaining contract awarded to the next lowest bidder Franks Janitorial at \$53,580.

The City has been contracting janitorial services with Franks Janitorial since October 2012. In October of 2014, staff requested to add bi-monthly services to the Wastewater Treatment Plant resulting in a monthly increase of \$125. Concurrently, on October 10, 2014 the City received its first notice of rate increase of \$101 per month, a less than

2.25% increase in two years. The monthly rate increased from \$4,465 to \$4,566. On November 25, 2014 City Council approved Resolution 2014-86 approving a contract with Frank's Janitorial to include bi-monthly cleaning at the Wastewater Treatment Plant and a contractual increase of \$4566.00 per month.

DISCUSSION

Since November 2014, full time staffing levels at City Hall nearly doubled and the necessity for additional services is long overdue. Staff obtained a quote for adding two additional days per week of minimal services to include trash removal and restroom cleaning at additional cost of \$299 per month.

Staff remains satisfied with the quality of services provided by Frank's Janitorial and it is staff's recommendation that the modest increase to the contract to include two additional days per week of trash and restroom services at City Hall be approved.

FISCAL IMPACT

This additional cost can be expended within the currently approved budget, and a budget adjustment is not required for this action.

For Fiscal Year 2015-16, "other contract services" budget was approved at \$93,000 with \$56,292 planned for janitorial services. The annual amended contract is \$59,880. For FY 2015-16, an additional \$2,990 will be encumbered for janitorial service, which will cover the remaining 10 months of the fiscal year (September 2015 – July 2016) at \$299 per month.

RECOMMENDED ACTION

Adopt resolution approving an amended agreement and authorizing the City Manager to execute an amended agreement.

ATTACHMENTS

1. Quote for additional services.
2. Resolution.
3. Agreement for Consultant Services.



FRANKS Janitorial Service

Sani Steam CARPET CLEANERS

2400 OAK STREET - NAPA, CALIFORNIA 94559 - (707) 226-1848

September 3, 2015

City of St. Helena
Attn: Kathy Robinson
1480 Main Street
St. Helena, CA 94574

Dear Kathy:

Our firm would like to thank you for the opportunity to provide a proposal for additional service of the restrooms at the St. Helena City Hall. Our estimated price is as follows:

St. Helena City Hall Bathrooms and Trash Removal (two times per week): **\$299.00 (Two-Hundred and Ninety-Nine Dollars)**. This is for the **restrooms and trash removal at City Hall only**, and excludes the price of your current services, and the service provide at the wastewater treatment plant.

Should this proposal be granted for approval, your next monthly invoice would read as follows:
Current Monthly Janitorial Service: \$ 4,865.00 (**Four Thousand, Eight Hundred and Sixty-Five dollars**)
Current Monthly Janitorial Service – Wastewater Treatment Plant: **\$125.00 (One-Hundred and Twenty-Five dollars)**

The quote includes all cleaning materials and tools necessary to complete the required work

Serving our customers' needs is our FIRST PRIORITY. You can call our office between 8:30am and 5:30pm, Monday through Friday, to reach a fully staffed office.

We pride ourselves in being a full service organization. We offer expert floor care, carpet cleaning, and window washing services. Our teams of professionals are certified through the International Institute of Carpet and Upholstery Cleaners and the Building Service Contractors Association International.

We know that Franks Janitorial Service can offer you the most comprehensive cleaning program to sustain the standard of quality desired, and we look forward to working with you in the future.

Respectfully yours,

Jason C. Fross
President
Franks Janitorial Service Inc.

CITY OF ST. HELENA

RESOLUTION NO. 2015-

RESOLUTION APPROVING AMENDED CONSULTANT SERVICES AGREEMENT WITH FRANK'S JANITORIAL TO INCLUDE TWO ADDITIONAL DAYS PER WEEK OF TRASH AND RESTROOM SERVICES AT CITY HALL AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT NOT TO EXCEED \$59,880

RECITALS

- A. On June 14, 2012, the City released a Request for Proposals to receive bids, and three bids were received and evaluated and the Director of Public Works found that that bids received were responsive and submitted by responsible bidders whose bids or proposals fulfill the purpose intended according to the criteria designated in the solicitation; and
- B. On July 10, 2012 the contract was awarded to Universal Building Services (UBS) as the lowest responsive and responsible bidder to provide the City's janitorial services; and
- C. On October 24, 2012 the contract was terminated with UBS as the services provided were less than adequate and the contract was awarded to Franks Janitorial as the next lowest bidder; and
- D. In October of 2014, staff requested and received a proposal to add bi-monthly services to the Wastewater Treatment plant at an increase to the contract of \$125 per month; and
- E. In October of 2014, the City received its first notice of contract increase from Franks Janitorial; and
- F. On November 24, 2014 City Council adopted Resolution 2014-86 approving contractual increase of \$4,566 and the additional services to include bi-monthly cleaning at the Wastewater Treatment Plant; and
- G. Since November 2014, staffing levels have doubled and there is a necessity for additional janitorial services at City Hall; and
- H. Franks Janitorial has provided a quote of \$299 per month to provide two additional days per week of minimal services to include trash removal and restroom cleaning; and
- I. Staff remains satisfied with the quality of services provided by Frank's Janitorial.

RESOLUTION

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

1. Approve an Amended Agreement for Consultant Services with Frank's Janitorial to include two additional days per week of minimal services to include trash removal and restroom cleaning at City Hall; and
2. Authorize the City Manager to execute an Amended Agreement for Consultant Services not to exceed \$59,880.

Approved at a Regular Meeting of the St. Helena City Council on October 13, 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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on October 13, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and **Franks Janitorial (Consultant)**.

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Professional Janitorial Services**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement 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 C, "Compensation"**, attached hereto and made a part hereof. Total compensation shall not exceed **\$59,880** unless additional compensation is approved in accordance with Section 2.

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

D. 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.

E. 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.

F. 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.

G. 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 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 sent by facsimile or first class mail, addressed as follows:

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

To Consultant: Franks Janitorial
2400 Oak Street
Napa, CA 94559

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:

By: JC
Name: Jason Fross
Title: President

City:

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

EXHIBIT A. "SCOPE OF SERVICES"

A. Scope of Services:

1. Franks Janitorial shall perform the janitorial services at **CITY OF ST. HELENA LOCATIONS**, as requested per client. Franks Janitorial shall furnish all labor, equipment, and cleaning materials necessary to perform our duties.
2. Contractor shall perform said janitorial services in a workmanlike manner and to the satisfaction of the City.

| EXHIBIT C. "COMPENSATION"

C. Compensation:

Current Citywide Monthly Janitorial Service	\$4,566.00
Current WWTP Monthly Janitorial Service	125.00
Additional Restroom/Trash removal City Hall	299.00
Total Amended Monthly	\$4,990.00
ANNUAL CONTRACT NOT TO EXCEED	\$59,880.00

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Report to the City Council
Council Meeting of October 13, 2015

Agenda Section: Consent Calendar

Subject: Consideration to reinstate full time Chief Building Official position at a cost of \$101,632 for FY 2015-16.

CEQA Status: **Not a CEQA Project**

Prepared By: Dawn Marshall, Administrative Services Manager

Approved By: Jennifer Phillips, City Manager



BACKGROUND

In 2010, due to decreased building activity in St. Helena, the City decided not to rehire the full time Chief Building Official after he resigned and opted to contract for a part time Building Official. For a few years during and immediately following the Great Recession this staffing level was adequate to meet service demand. However, last year and continuing into this fiscal year, work load for the Planning Department has increased significantly. In addition, the City has no official code enforcement officer to respond to and resolve code enforcement matters. For Fiscal Year 2015-16, the Planning and Community Improvement Department has budgeted \$228,000 for Building Division contract services. Included in this budget item is a part time position of Building Official through a contract with Interwest Consulting Group.

DISCUSSION

With the upturn in the economy and a significant increase in building activity, staff is recommending that the Chief Building Official position be reinstated as a full time position. The additional two days of service will be used to conduct in house plan checks, which will improve turnaround times for our customers and perform code enforcement activities both of which could bring modest revenue increases to the City.

FISCAL IMPACT

The cost of a Chief Building Official from November – June 2016 is estimated at \$101,632. The existing budget in Contract Services has a balance of \$164,964. This will leave a balance in the Contract Services account of \$63,332 which is sufficient for other contract services for the remainder of FY 2015/16. Therefore, this change should have a beneficial fiscal impact and is expected to be a cost savings in FY 2016/17.

RECOMMENDED ACTION

Adopt the proposed resolution to hire a full time, permanent Chief Building Official.

ATTACHMENTS

1. Resolution

**CITY OF ST. HELENA
RESOLUTION NO. 2015-**

**APPROVING THE ADDITION OF A CHIEF BUILDING OFFICIAL FOR THE
PLANNING AND COMMUNITY IMPROVEMENT DEPARTMENT**

RECITALS

- A. In 2010, the City opted for a part time contracted Building Official due to decreased building activity.
- B. The City has determined that the workload in the Building Division of the Planning and Community Improvement Department is more than one part time Building Official can complete.
- C. With the replacement of the part time contracted Building Official, staff recommends replacing with one full-time permanent Chief Building Official position to FY 2015-16 budget with no fiscal impact.
- D. The position would be funded through existing budget and user fees.

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

- 1. Adopts resolution approving the replacement of a part time Building Official contracted from an outside agency with a full-time Chief Building Official.

Approved at a regular meeting of the St. Helena City Council on October 13, 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

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Report to the City Council Meeting
of October 13, 2015

Agenda Section: New Business

Subject: City's General Plan Update Process – Removal of Implementation Action LU2F on pg 2-35, Policy ES1F on pg 3-11, and Implementing Action ES2B on pg 3-13, Specifically relating to Hotels in Residential Areas.

CEQA Status: Review of environmental impacts associated with the approval of the General Plan is subject to CEQA. Impacts are being evaluated in an environmental impact report that the City Council will consider prior to approving the General Plan.

Prepared By: Jennifer Phillips, City Manager

Approved By: Jennifer Philips, City Manager

BACKGROUND

The City Council last held a meeting concerning the City's General Plan update process on April 15, 2015. At that meeting, a "Workshop" was held at which the Council verified that the April 2015 version of the General Plan was the correct document for staff to utilize in moving forward with the update of the General Plan EIR. In addition, City Council also provided staff with direction concerning the need to create a new General Plan residential land use designation that better fits the density and character of the City's existing single family residential neighborhoods.

On September 8, 2015, various issues and corresponding proposed changes to the General Plan were presented to the City Council and the rationale for considering each of the proposed changes was discussed. One such issue was presented under the topic "new policies/concepts proposed by staff for consideration by Council". Staff took the opportunity to present this new idea to the City Council for possible inclusion in the updated General Plan.

Staff recommended that the City Council consider increasing the number of potential sites for revenue generating hotel uses. Staff proposed new wording in the September 8, 2015 version of the General Plan, particularly Implementation Action LU2F on pg 2-35, Policy ES1F on pg 3-11, and Implementing Action ES2B on pg 3-13, that taken together would allow the Council to consider approving a hotel use through a Use Permit process in the "Medium Density" and "High Density" residential land use

designations. The proposed wording in LU2F specified that for such a hotel use to be considered, the site in question must be a minimum of 2 acres in size and must be located on a major roadway, specifically Main St/Hwy 29 or Pope St. The proposed wording also spoke to the need to provide affordable housing for the hotel workers.

The Council held a lengthy discussion on this matter and although there was agreement that the 2 acres in size was too small the consensus regarding this matter was that it be further discussed and vetted by the Planning Commission during their next review of the full Updated General Plan. Since that meeting, community response to staff's suggested addition has not been positive. Therefore, staff is recommending that the Council consider removing this new language.

FISCAL IMPACTS:

None.

RECOMMENDATION:

The City Manager recommends removing, in its entirety, the new wording added to the September 8, 2015 version of the General Plan, specifically referring to the Implementation Action LU2F on pg 2-35, Policy ES1F on pg 3-11, and Implementing Action ES2B on pg 3-13, that taken together would have allowed the Council to consider approving a hotel use through a Use Permit process in "Medium Density" and "High Density" residential land use designations.



Report to the City Council
Council Meeting of October 13, 2015

Agenda Section: New Business

Subject: Consideration and proposed approval of a resolution appointing 7 members to the Ad Hoc Revenue Source Task Force:

- a. Appointment of 2 City Councilmembers**
- b. Appointment of 1 Planning Commissioner**
- c. Appointment of 4 Community members**

CEQA Status: Not a Project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

On September 8, 2015, the City Council adopted Resolution 2015-115 authorizing the establishment of an Ad Hoc Revenue Source Task Force.

DISCUSSION

The general purpose of this ad hoc task force would be to study and discuss the City's current financial challenges and based on this information evaluate possible additional revenue sources for the City that can gain general consensus in the community and provide adequate revenue to help to support the City Council's goal of securing the City's financial future.

The Task Force will provide a final report to the City Council by January 2016, to ensure the recommendations can be discussed at the annual goal setting and any required expenses incorporated into the FY 2016-17 Proposed Budget. This deadline would also be consistent with deadlines for revenue sources that would require a vote at the November 2016 general election. The Task Force will be dissolved upon submitting its final report to the City Council.

FISCAL IMPACT

No direct costs, but formation and support of an ad hoc task force will require staff resources.

RECOMMENDED ACTION

Appointments are made by the Mayor and subject to the City Council's approval.

- Appoint 2 City Councilmembers
- Appoint 1 Planning Commissioner
- Appoint 4 Community members

ATTACHMENT

1. Resolution

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

(Councilmember)

Name: Peter White

Home Address: 824 Chiles Ave, St. Helena, CA 94574

Mailing Address: PO Box 731, St. Helena, CA 94574

Occupation: Construction Management Consultant, Real Estate Broker, Vice Mayor

Business Address: 824 Chiles Ave

Home Telephone: [REDACTED] Business Telephone: 707-480-9958

E-mail: peter@pgwhite.com

Please indicate if above numbers can be made available to the public upon request: bus. #

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 53yr

Current occupation (within last 12 months) Same as above

Business interests in last 12 months: Refer to my Form 700

Previous Committee/Commission Experience:

Planning Commission - City of St. Helena, Finance Committee - St. Joan of Arc

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See Resume

Professional and/or community service activities:
See Resume

Local government related experience: City Council, Planning Commission -
City of St. Helena

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute
As Council Member, I would like to explore new and innovative revenue sources
with Task Force members to make recommendations to the Council for
consideration.

Names, addresses, and phone numbers of three individuals familiar with your background:
Alan Galbraith - [REDACTED]
Greg Pitts - 707-[REDACTED]
Sharon Crull - 4-[REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]
Signature of Applicant

9/28/2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

PETER G. WHITE
PO Box 731
St. Helena, CA 94574

Professional Experience

- El Campo Del Sol, LLC** **2015 - Present**
- A recreation development and management company
- City of St. Helena – St. Helena, CA** **2010 - Present**
- City Councilman**
- Elected 2nd term through November 2018 – appointed Vice Mayor
 - Elected term through November 2014
- City of St. Helena – St. Helena, CA** **2009 - 2010**
- Planning Commissioner**
- Appointed to Planning Commission June 2009 for four-year term.
- Peter G. White, Consulting Services – Owner's Representative** **1999 – Present**
- General Contractor – CSLB #764913
 - St. Helena Montessori School – Owner's Representative - overall development and management of new 30,000+ square foot campus construction project 2009 - Present
 - QSP/QSD – Qualified SWPPP Practitioner/Developer (Cert.# 22975) – provide consulting and inspection services – CPESC #6940
- Peter G. White, Real Estate Broker – St. Helena, CA** **1980 - Present**
- Owner – DRE #00811075**
- Operating local real estate brokerage.
 - Consulting on property development
- Recreation Del Sol Enterprises, LLC – Rutherford, CA** **2004 – 2014**
- President**
- A recreation development and management company.
- Cantus Foundation – St. Helena, CA** **2006 – 2009**
- Project Management Consultant**
- Responsible for the property acquisition, successful design and entitlements of the new St. Helena Montessori School and Nimbus Art Center.
- Rancho Monticello, Inc. - Davis, CA** **1983 - 2004**
- Vice-President– Real estate holding company for Laguna Hermosa Corp.**
- General Building Contractor
 - Mobile Home Dealer - Installer
 - Jointly responsible for all property management and corporate oversight.
 - Ranching Operations – 640-acre cattle ranch raising 250 head of cattle, alfalfa and permanent pasture – Battle Mountain, NV.
- Laguna Hermosa Corporation - Napa, CA** **1971 – 2004**
- President & CEO / Director of Rancho Monticello Resort (2000 - 2004)**

- Overall administration of the corporate activities as listed below. In addition to those responsibilities, served as corporate representative to various organizations, including:
- Blue Ridge Berryessa Natural Area Conservation Partnership (Education/Outreach and Trails & Recreation Committees)
- Lake Berryessa Watershed Partnership

VP & General Manager / Director of Rancho Monticello Resort (1983 – 1999)

Rancho Monticello Resort was a recreational resort leased under concession from the U.S. Department of Interior's Bureau of Reclamation. Management responsibilities included:

- Marketing & Business Development
- Finance: Short- and long-term business and financial planning.
- Accounting: Budget Development, Analysis & Monitoring.
- Human Resources: Recruiting, staff selection, employee training & staff development. Coordination of staff between departments.
- Capital Projects Management: Planning, permit acquisition, construction & maintenance.
- Health & Safety: Environmental regulation compliance (Federal, State & County). Development of self-inspection programs with the County Environmental Health Management.
- Retail: Management of General Store, Snack Bar & Gas Dock; Purchasing.
- Marinas: Building, maintenance and management of docks and moorage system.

Assistant General Manager of Rancho Monticello Resort (1971 –1983)

Formal Education

Bachelor of Science in Business Administration – 1980

Concentration in Real Estate and Land Use Affairs

California State University - Sacramento, CA

Solar Living Institute – 2010

Course Completion and NABCEP Photovoltaic Entry Level Certification

PV 200 - PV Design and Installation Intensive

Autodesk® Computer Aided Design Certificate – 1999

AutoCAD for the Professional - Level I/II/III

Napa Valley College - Napa, CA

Healthy Watersheds: Community Based Partnerships

- An intensive training course in community-based partnerships for environmental decision-making.
 - Western Management Development Center - Denver, CO - 2001
- Community Emergency Response Team Training - St. Helena, CA
- Train the CERT Trainer - Napa, CA - 2003
 - FEMA – EMI - Napa, CA

Professional Affiliations

CPESC – Certified Professional in Erosion and Sediment Control

CESSWI – Certified Erosion, Sediment and Storm Water Inspector

Boards of Directors

Watershed Information Center and Conservancy (WICC) - Chair, Napa County

St. Helena Montessori School – Treasurer, St. Helena, CA

Napa County Transportation and Planning Agency (NCTPA) – Vice Chair, Napa County

Napa Valley Transportation Agency (NVTA) – Vice Chair, Napa County

Former, Board of Directors – St. Helena Catholic School - St. Helena, CA
Former Board of Directors - Laguna Hermosa Corporation – Napa, CA
Former Board of Directors - Rancho Monticello, Inc. - Davis, CA

Professional Licenses and Certificates

State of California Dept. of Real Estate - Broker's License, #00811075 –active
State of California Contractor License Board - General Contractor B, #764913 – active
QSP – Qualified SWPPP Practitioner – QSD – Qualified SWPPP Developer - Cert #22975 - active
State of California Dept. of Health Services - Water Treatment Operator, Grade 2, #17003 - inactive
Dept. of Transportation FAA - Private Pilot License, Single Engine Land, Multi-engine, Rotorcraft –
Helicopter, Instrument Rated. #3319859



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force Committee

(Planning Commission)

Name: Bobbi Monnette, *Planning Commissioner*

Home Address: 644 McCorkle Avenue, St. Helena, 14574

Mailing Address: Same

Occupation: Licensed Clinical Social Worker: Currently in Private Practice; Retired from Kaiser Department of Psychiatry, Chemical Dependency Recovery Department in 2009.

Business Address: __ P. O. Box 261, Rutherford, Ca. 94573

Home Telephone: (707) 963-2840 _____ Business Telephone: same

E-mail:

Matildabologne@yahoo.com

bobbi.m@cityofsthelena.org

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? *yes* If yes, how long have you lived in St. Helena? *39 yrs.*

Current occupation (within last 12 months) *none*

Are you a resident of St. Helena? Yes

If yes, how long have you lived in St. Helena? 39 years

Business interests in last 12 months: None

*Sorry for the duplication.
Computer glitch. B*

Previous Committee/Commission Experience:

I currently serve on the Planning Commission. My tenure there began in June of 2013. Before being appointed to the Planning Commission, I regularly attended both Planning Commission and City Council Meetings, a practice I continue to this day.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

SEE ATTACHED RESUME

Professional and/or community service activities:

I am a member of the Napa County Tobacco Advisory Board ,

I volunteer for Community Liaison Citizenship Legal Services (CLS) McPherson Family Resource Center,

I Provide Counseling services for Lake County Fire survivors

I am on the Bargaining Team currently negotiating with Kaiser Permanente,

I am a member of the Retiree Union Members for NUHW

I am a life-time member of University of California Berkeley Alumni association.

Local government related experience:

I have been a Planning Commissioner for the City of St. Helena since 6/2013.

Please see question above: "Previous Committee/Commission Experience" for more details.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I have a sincere interest in the health and wellbeing of the City of St. Helena and her residents, and in preserving the vitality and beauty of St. Helena and the Napa Valley in General. I have live in St. Helena since 1976, and have seen it double in size, and grow from a quaint, rural small ag town to a world renowned, sophisticated, high end tourist

destination. While I am deeply connected to the heart and soul of St. Helena (all three of my children went through our public schools and graduated from St. Helena High School),

Before being appointed to the Planning Commission, I regularly attended both Planning Commission and City Council Meetings, a practice I continue to this day. I have found my exposure to differing viewpoints in the process of being on the Planning Commission and participating in City Council meetings over the past four years, to be the most rewarding outcome of these endeavors. As my awareness of the nuances and subtleties involved in the areas of growth management and revenue generation has expanded, so has my sensitivity to the legitimacy of all sides of the questions and challenges that come before the City.

I am not connected to the wine industry or other local businesses in any way that could suggest a conflict of interest when considering the issues that may come before this Committee. I believe I can offer an objective voice to this Committee, unencumbered by commitments to business and/or anti-business entities.

Names, addresses, and phone numbers of three individuals familiar with your background:

John Milliken, 1256 Hudson Ave., St. Helena, Ca 94574, [REDACTED]
(Mobile\Text)

Kathy Coldiron, 1380 Grove Ct., St. Helena, Ca 94574 ([REDACTED])

Bill Ryan, 927 Mariposa St., St. Helena, Ca 94574 ([REDACTED])

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

([REDACTED])
Signature of Applicant

9/22/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

RESUME
Barbara (Bobbi) Monnette MSW, LCSW
License No. LCS 15571
September 22, 2015

EDUCATION

1988 MSW
CALIFORNIA STATE UNIVERSITY, SACRAMENTO, CALIFORNIA

1965 BA - SOCIOLOGY
UNIVERSITY OF CALIFORNIA, BERKELEY, CALIFORNIA

1960 - HIGH SCHOOL DIPLOMA
SEQUOIA HIGH SCHOOL, REDWOOD CITY, CALIFORNIA

EMPLOYMENT

1994 - PRESENT - PRIVATE PRACTICE: BARBARA MONNETTE COUNSELING SERVICES
P.O. BOX 261
RUTHERFORD, CA
OFFICE: 1807 JEFFERSON ST., NAPA, CA

1994 - 2009 - CLINICAL SOCIAL WORKER
KAISER PERMANENTE CHEMICAL DEPENDENCY SERVICES
800 SERENO DR.
VALLEJO, CALIFORNIA 94589

DUTIES: INCLUDED OUT-PATIENT INDIVIDUAL AND GROUP THERAPY, CASE MANAGEMENT FOR ADULT AND ADOLESCENT CHEMICALLY DEPENDENT AND CO-DEPENDENT MALE AND FEMALE CLIENTS. MY WORK IN THE ADOLESCENT PROGRAM INCLUDED INDIVIDUAL, GROUP, COUPLES, FAMILY, AND MULTI-FAMILY THERAPY.

ADOLESCENT CASE MANAGEMENT INVOLVES ON-GOING INTERACTION WITH JUVENILE PROBATION OFFICERS, SCHOOL PERSONNEL, PEDIATRICIANS, GROUP HOMES, CPS, POLICE OFFICERS, RESIDENTIAL TREATMENT CENTERS, AND REPRESENTATIVES OF OTHER COMMUNITY INSTITUTIONS.

ADULT CASE MANAGEMENT INCLUDES INTERACTION WITH EAP'S, SAP'S, COMPANY OWNERS, MD'S, PROBATION AND PAROLE OFFICERS, POLICE OFFICERS, GROUP HOME AND CLEAN AND SOBER LIVING PERSONNEL, HOSPITAL PERSONNEL, AND RESIDENTIAL TREATMENT CENTERS.

I DEVELOPED AND IMPLEMENTED AN INTEGRATED NICOTINE DEPENDENCY RECOVERY PROGRAM AT KAISER VALLEJO CHEMICAL DEPENDENCY DEPARTMENT. THIS PROGRAM WAS PRESENTED TO CDRP CHIEFS AT TWO REGIONAL MEETINGS IN 1996 AND 1998. I WORKED WITH KAISER VALLEJO AND NAPA HEALTH EDUCATION DEPTS. TO INTEGRATE OUR PROGRAMS IN ORDER TO PROVIDE BETTER SERVICES FOR ADOLESCENTS AND ADULTS INTERESTED IN TREATING THEIR NICOTINE DEPENDENCE

IN 1998 I PARTICIPATED IN THE DEVELOPMENT OF AN EATING DISORDERS PROGRAM AT KAISER VALLEJO CDRP. THIS PROGRAM EVOLVED INTO A POWERFUL RESOURCE FOR TEENS AND ADULTS IN RECOVERY FOR CHEMICAL DEPENDENCY, AND/OR CO-DEPENDENCY, WHO WERE ALSO EXPERIENCING

COMPULSIVE BEHAVIOR AROUND FOOD INTAKE AS PART OF THEIR ADDICTIVE LIFE-STYLE. THIS PROGRAM OFFERED AN APPROACH TO MANAGE ADDICTIVE EATING BEHAVIORS FROM A RECOVERY PERSPECTIVE. WE INCORPORATED DIALECTICAL BEHAVIORAL TREATMENT (DBT) AND COGNITIVE BEHAVIOR TREATMENT (CBT) MODELS INTO THE EDUCATION COMPONENT OF THE PROGRAM.

1989 - 1994 - MENTAL HEALTH THERAPIST AND CASE MANAGER
SOLANO COUNTY MENTAL HEALTH DEPARTMENT
FAIRFIELD, CALIFORNIA

DUTIES: INCLUDED OUT-PATIENT INDIVIDUAL AND GROUP THERAPY, AND CASE MANAGEMENT FOR A POPULATION OF MODERATELY TO SEVERELY MENTALLY ILL CLIENTS.

I ASSISTED IN DEVELOPING AND IMPLEMENTING A VOLUNTARY CHEMICAL DEPENDENCY PROGRAM FOR THIS POPULATION, WHICH INCLUDED A VOLUNTARY NICOTINE DEPENDENCY RECOVERY PROGRAM.

1988 - 1989 ADOLESCENT SEX OFFENDER PROGRAM CO-ORDINATOR
PARENTS UNITED
FAIRFIELD, CALIFORNIA

DUTIES: CO-ORDINATED THE ADOLESCENT SEX OFFENDER PROGRAM AT THE COMMUNITY TREATMENT CENTER (A BRANCH OF PARENTS UNITED), WHICH INCLUDED: SCHEDULING THE ADOLESCENT TREATMENT PROGRAM AT TWO TREATMENT SITES (ONE IN FAIRFIELD, ONE IN VALLEJO), AND SUPERVISING FIVE PROVIDERS; DIRECT TREATMENT - INCLUDED INDIVIDUAL AND GROUP THERAPY WITH ADULT MALE AND FEMALE SEX OFFENDERS, AND MALE AND FEMALE ADULT, ADOLESCENT, AND CHILD SURVIVORS OF CHILD SEXUAL ABUSE. THIS WORK INCLUDED INDIVIDUAL, COUPLES AND FAMILY 'MODALITIES AS NEEDED.

1976 - 1985 OFFICE MANAGER AND ASSEMBLY ASSISTANT

-
ARIEL ELECTRIC - RESEARCH & DEVELOPMENT AND MANUFACTURING COMPANY
ST. HELENA, CALIFORNIA

DUTIES: ACCOUNTS PAYABLE AND RECEIVABLE
COMPONENT BUYER
SHIPPING AND RECEIVING
ELECTRONIC ASSEMBLY
GENERAL OFFICE MANAGEMENT

1967 - 1970 - SOCIAL WORKER II
CONTRA COSTA COUNTY SOCIAL WELFARE DEPARTMENT
PLEASANT HILL, CALIFORNIA
RICHMOND, CALIFORNIA

DUTIES: AFDC CASE WORKER

1965 - 1967 - SOCIAL WORKER I
SONOMA COUNTY SOCIAL WELFARE DEPARTMENT
SANTA ROSA, CALIFORNIA

DUTIES: AFDC AND AFDC-U CASE WORKER

PUBLICATIONS:

**"TREATING THE ADOLESCENT SEX OFFENDER IN THE COMMUNITY"
DR. CHARLENE STEEN AND BARBARA MONNETTE
CHARLES THOMAS, PUBLISHER 1989**

I CURRENTLY SERVE ON:

NAPA COUNTY TOBACCO ADVISORY BOARD

**I AM A MEMBER OF NASW (NATIONAL ASSOCIATION OF SOCIAL WORKERS)
AND A LIFE TIME UNIVERSITY OF CALIFORNIA BERKELEY ALUMNUS**

**I AM CURRENTLY A MEMBER OF THE BARGAINING TEAM FOR NUHW (NATIONAL UNITED
HEALTH WORKERS UNION), IN NEGOTIATIONS WITH KAISER PERMANENTE NORTHERN
CALIFORNIA MANAGEMENT**

**I AM A VOLUNTEER FOR COMMUNITY LIAISON CITIZENSHIP LEGAL SERVICES (CLS) MC
PHERSON FAMILY RESOURCE CENTER**

I AM A PLANNING COMMISSIONER FOR THE CITY OF SAINT HELENA, CALIFORNIA

**I AM THE GRATEFUL MOTHER OF THREE GROWN CHILDREN, AGES 42, 37, AND 35, AND
THE GRANDMOTHER OF TWO GROWING GRANDCHILDREN, AGES 4 AND 8.**



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force (Planning Commissioner)

Name: Sarah Parker

Home Address: 1084 Mariposa Lane, St. Helena, CA 94574

Mailing Address: Same

Occupation: National Customer Service Rep/Inventory Manager

Business Address: 310 Second Street; Napa, CA 94559

Home Telephone: [REDACTED] Business Telephone:

E-mail: SarahR.parker@gmail.com

Please indicate if above numbers can be made available to the public upon request: NO

Are you a resident of St. Helena? ☒ If yes, how long have you lived in St. Helena? 33 yrs.

Current occupation (within last 12 months)

National Customer Service Rep/Inventory Manager

Business interests in last 12 months: n/a

Previous Committee/Commission Experience:

St. Helena Planning Commission

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Please see attached resume

Professional and/or community service activities:

SH Planning Commission, St. Sunrise Sarcophagist member
CCD educator at St. Johns Catholic Church

Local government related experience:

St. Helena Planning Commission

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I want to work together to find a balance between the city's need to raise revenue and residents' concerns with maintaining our home town feel. New ideas on how to source revenue need to come from both traditional and innovative modes.

Names, addresses, and phone numbers of three individuals familiar with your background:

Bill Phelps 200 Taplin Rd, St. Helena
Eric Sklar St. Helena, CA

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature]

Signature of Applicant

9/28/15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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

Sarah R. Parker

1084 Mariposa Lane ♦ St. Helena, CA 94574

EXPERIENCE

Quintessential Wines

National Inventory Manager & Customer Service Representative

- Manage and control all national inventory and sales, encompassing wines from around world and numerous brands and labels

Napa, California
October 2014-Present

City of St. Helena Planning Commission

Chairperson

- Attend and preside over public meetings and make decisions on various project applications including use permits, variances, parcel maps, and design review for residential, commercial, and industrial development (including CEQA)

St. Helena, California
January 2011-Present

Behrens Family Winery

Office Coordinator

- Responsible for the daily and ongoing office management

St. Helena, California
August 2013-October 2014

Abreu Vineyard/David Abreu Vineyard Management

Assistant Office Manager

- Responsible for the administration of client and customer information and activities involving: client budgets, the Abreu Vineyard mailing list, compliance, human resources, and was Project Manager for Vineyard Timber Conversion Plans

St. Helena, California
August 2004-July 2005, August 2008-August 2013

Suffolk University Law School Defender's Clinic

Student Attorney

- Selected as one of nine students to provide legal counsel to indigent clients charged with misdemeanors and felonies in the Boston Municipal Court

Boston, Massachusetts
August 2007-May 2008

Law Offices of James R. Rose

Law Clerk

- Conducted research and drafted memoranda focusing on contract, corporate, property and real estate litigation

St. Helena, California
May 2006-September 2006; May 2007-August 2007

BAR MEMBERSHIP

Admitted to the State Bar of California, December 2008.

EDUCATION

Suffolk University Law School

Juris Doctor, May 2008

Honors: Dean's List, 2006-2008

Activities: Student Bar Association (2007-2008), *Council of President's Liaison*, Phi Alpha Delta Fraternity International, Frankfurter Chapter (2006-2008), *Justice (President)*, PMBR (2007-2008), *Head Representative*

Boston, Massachusetts

California State Polytechnic University

Bachelor of Science, *magna cum laude*, June 2004

Major: Social Sciences, Concentration: Organizations

Honors: Academic President's Honors, 2003

San Luis Obispo, California

St. Helena High School

Graduated June 2000

St. Helena, California

ACTIVITIES

- Catechism Teacher at St. John's Catholic Church in Napa, CA
- Member of Soroptimist International, St. Helena Sunrise
- Student Advisor/Grader at Themis Bar Review
- Volunteer Social Media Assistant for Bill Dodd
- Participates with the St. Helena Chamber of Commerce various fundraising efforts (St. Helena Renaissance, Save the Fireworks Campaign, etc)

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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

Name: Donna Hinds

Home Address: 1352 Magnolia Ave, St Helena

Mailing Address: same

Occupation: former attorney, consultant

Business Address: _____

Home Telephone: 707-799-4844 Business Telephone: _____

E-mail: dhinds@me.com

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 10 years part time; one year full time

Current occupation (within last 12 months) retired

Business interests in last 12 months: Planning to build home in St Helena

Previous Committee/Commission Experience: see attached

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See attached

Professional and/or community service activities:
see attached

Local government related experience: see attached

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I am an active member of the community. I regularly attend planning commission meetings and City Council meetings. I read the St. Helena Star regularly and keep up with the current affairs of the City. I love St. Helena and as a property owner and tax payer I am interested in the financial stability of the City. I have a business degree and am a creative thinker and believe I will be an asset to the task force by coming up with creative ideas to generate revenue for the city and by assisting with the development of ideas brought forth by other members of the committee.

Names, addresses, and phone numbers of three individuals familiar with your background:

Cyd Greer 707-

Shannon Raggio

Tracy Sweeney

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant

Date

9-18-15

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

September 18, 2015

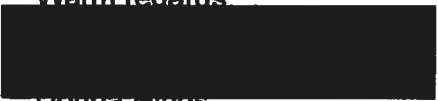
Dear Mayor Galbraith,

I am submitting my application to serve on the Ad Hoc Finance committee. The following are reasons I feel that I am very well qualified to serve:

1. I have an understanding of business. Bachelor of Business Administration, University of Texas (1982).
2. I have prior experience of serving on boards/committees:
 - o Council, Secretary, Vice-President and President of the Oil and Gas Section of the Houston Bar Association. (1990-1994)
 - o Board Member, CBB Homeowners Association, Houston (1992-1995)
 - o Secretary, Hunter's Creek Elementary Parent Teacher Association (2002 - 2006)
 - o Board Member, President, Women's Association of Houston Racquet Club (1,000+ members) (2005 - 2010)
 - o Class Representative, Steering Committee, UC Master Gardeners of Napa County (current)
 - o St Helena Representative, Napa County Active Transportation & Planning/Active Transportation Committee (current)
 - o St Helena Active Transportation Committee (current)
3. Over the past year I have attended the majority of the planning commission meetings and several City Council meetings and have become very familiar with the current issues before the City of St Helena. I understand the current financial difficulties the City is facing and want to assist the City in finding ways to improve its financial position.
4. I have consistently read the St. Helena Star over the past 10 years and have great familiarity with the issues and history of the city.
5. I am a creative thinker and believe I can add value to the meetings by submitting ideas and building on the ideas submitted by other members of the committee.

I appreciate your careful consideration of my qualifications to serve on the ad hoc finance committee and welcome the opportunity to meet with you to discuss this further.

Warm regards,


Donna Hinds

DONNA HINDS

1352 Magnolia Ave, St. Helena CA 94574 • Cell: 707-799-4844 • dhinds@mc.com

Education

Bachelor of Business Administration, University of Texas, Austin, 1982
Doctor of Jurisprudence, University of Houston, 1986

Work

Watt, White & Craig, Private Law Firm, Houston (1986-1990)
Crady, Jewett & McCulley, Private Law Firm, Houston (1990 - 1992)
Donna P. Hinds, Attorney at Law, Houston (1992-1994)
Exxon-Mobil, Attorney, Houston (1994 - 2000)

Boards/Committees

- Council, Secretary, Vice-President and President of the Oil and Gas Section of the Houston Bar Association. (1990-1994)
- Board Member, CBB Homeowners Association, Houston (1992-1995)
- Executive Committee, Hunter's Creek Elementary Parent Teacher Association (2002 - 2006)
- Board Member, President, Women's Association of Houston Racquet Club (1,000+ members) (2005 - 2010)
- Class Representative, Steering Committee, UC Master Gardeners of Napa County (current)
- St Helena Representative, Napa County Active Transportation & Planning/Active Transportation Committee (current)

Personal/Hobbies

Married to Rusty Hinds (22 years)
Two children (ages 18 and 20); One is Senior at St. Helena High
Master Gardener of UC Master Gardeners of Napa County
Hobbies: gardening, cycling, Tennis, yoga, cooking, reading

References:

Cyd Greer, St. Helena [REDACTED]
Shannon Raggio, St. Helena/San Francisco [REDACTED]
Patrice Ferguson, St. Helena/Houston 713-2 [REDACTED]



CITY OF
ST. HELENA

SEP 30 2015

OFFICE OF
CITY CLERK

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574

(707) 967-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

Name: Perry Clark

Home Address: 1580 Hillview Pl. St. Helena

Mailing Address: Same

Occupation: President/winery

Business Address: 1099 Greenfield Rd. St. Helena

Home Telephone: [REDACTED] Business Telephone: —

E-mail: perryclark@gmail.com

Please indicate if above numbers can be made available to the public upon request: NO

Are you a resident of St. Helena? ☒ If yes, how long have you lived in St. Helena? 5

Current occupation (within last 12 months) President/winery

Business interests in last 12 months: winery, short term rental permit in St. Helena

Previous Committee/Commission Experience: N/A

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Undergrad - U.C. Davis
Graduate school - U.C. Davis Graduate school of Management M.B.A

Professional and/or community service activities:

N/A

Local government related experience:

N/A

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I would like to find ways to fix our current financial situation
for the future of our community and for my children
who will grow up in Saint Helena

Names, addresses, and phone numbers of three individuals familiar with your background:

Adam Garveia, 1251 Whitehall Ln, St. Helena

Graham Clark, 2965 Hilltop Dr, Napa CA, 530

Alvin Guy, 1475 Donner Ave, San Francisco 415

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

9/18/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

___ Ad Hoc Revenue Task Force _____

Name: ___ Harry Sparrow _____

Home Address: ___ 829 Chiles Avenue, St. Helena _____

Mailing Address: ___ As above _____

Occupation: ___ Retired _____

Business Address: _____

Home Telephone: ___ 707-967-9764 _____ Business Telephone: ___ (Mobile) 707-373-5336 ___

E-mail:
___ hsparrownv@gmail.com _____

Please indicate if above numbers can be made available to the public upon request: ___ Yes

Are you a resident of St. Helena? ___ Y ___ If yes, how long have you lived in St. Helena? 17 yrs

Current occupation (within last 12 months) ___ N/A _____

Business interests in last 12 months: ___ N/A _____

Previous Committee/Commission Experience:

___ General Plan Update Steering Committee _____

___ Citizen Panel for City Manager Selection 2014 _____

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See attached

Professional and/or community service activities:

Member of Rianda House Board of Directors
2012 Napa Valley Film Festival Volunteer Co-Director

Local government related experience: GPUSC

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

The city clearly needs to generate additional revenue. I think citizen input to these efforts would be invaluable and would add significant credence the recommendations. However, the citizens selected should be open to all options (i.e. not already be ideologically wedded to a single point of view). I believe my career experience as a problem solver and business owner would add meaningful value to the efforts of the task force.

Names, addresses, and phone numbers of three individuals familiar with your background:

Carol Gruetzner
John Runnells 7
Alan Fowler 7

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Signature] 9/29/2015
Signature of Applicant Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Harry I. Sparrow

Mr. Sparrow is a Vice President and Senior Project Manager of Performance Management Associates, Inc. responsible for corporate administration and management of client engagements.

Prior to joining PMA, Inc., Mr. Sparrow was the President of Decision Planning Corporation (DPC). For over 30 years he has served as a project management consultant to both private industry and government clients. He is internationally recognized as one of the leading experts in Earned Value Management.

As an Engagement Manager, Mr. Sparrow has assisted over 150 clients with the evaluation, design, and implementation of project management systems. He has conducted numerous seminars, both public and in-house, on the subject of Project Management Systems. Mr. Sparrow's consulting experiences have been varied and extensive. Among those clients are AgustaWestland, CH2MHill, Lucent Technologies, Northrop-Grumman, Westinghouse, Honeywell, Boeing, Xerox, Logicon, MacDonald Dettwiler, Illinois Power, Ericsson, Lawrence Livermore National Laboratory, Bio-Rad Laboratories and MK-Ferguson. He has led and participated on numerous management system assessment and mock compliance review teams.

Mr. Sparrow is the former President of the Performance Management Association, now the Project Management Institute's College of Earned Value Management. He is the recipient of the 1998 David Packard Excellence in Acquisition award, for his efforts as a member of the team that wrote the ANSI/EIA Standard 748-1998, Earned Value Management Systems.

Relevant Experience

AWB, Inc. Westland Helicopters, Agusta SpA: Engagement manager for these three subcontractors to the US101 program. Efforts include: the establishment their baseline plans to support Integrated Baseline Reviews; development of the Integrated Master Schedule (IMS); development of management practices and processes as reflected in the EVMS Guidelines; and implementation system tools.

Bell Helicopter Textron, Inc.: Led team that assessed compliance of the Earned Value Management System with the Earned Value Management Guidelines as described in ANSI/EIA Standard 748. This independent assessment of compliance also involved a rigorous evaluation of the EVM "maturity" of the organization in order to develop metrics that can be used to assess improvement in the EVM related capabilities of the organization.

Northrop-Grumman Corporation B-2 Division: Engagement Manager responsible for managing the efforts of a team of consultants supporting the development, implementation and demonstration of an Integrated Performance Management System (EVMS) in compliance with the earned value management guidelines as currently described in ANSI/EIA Standard 748.

Lucent Technologies: Project Manager responsible for the development of eight modules of project management training. Acted as presenter/facilitator for project structuring and planning workshops for four different projects all of which included a significant software development effort. Acted as Deployment leader for implementation of corporate project management platform on a billion dollar broadband telecommunications project. Also served as Deployment Leader to Lucent's Global Service Provider organization's Y2K project management office.

Rockwell-Collins Government Systems: Engagement Manager responsible for rewriting EVM System Description to reflect system enhancements and the current EVMS Guidelines; provided financial planning organization with Critical Path Method scheduling training. Provided EVMS training to the Aerospace Division.

Honeywell Defense Avionics Systems: Project Manager on multiple engagements. These included: the conduct of an EVMS management systems assessment; the development of EVMS and other program management proposal elements; and the conduct of EVMS, project scheduling and risk management training.

Cubic Defense Systems: Project Manager responsible for development of a six part training program for project managers and for conduct of a management systems assessment to determine an action plan for the design and implementation of a division-wide management system which would be effective for the Cost/Schedule Control of all major projects.

Bio-Rad Laboratories: Engagement Manager responsible for development and presentation of a customized series of project management courses for entire cadre of project managers and the Executive Management team. More than 200 people were trained.

General Dynamics Services Co.: Engagement Manager for implementation of a EVMS-compliant system; this engagement included system design, documentation and operational support; additionally Mr. Sparrow conducted interview training for key technical managers and Compliance Review training.

Superconducting Super Collider Laboratory (SSCL, Dallas TX): Engagement Manager responsible for management system development, documentation, training and implementation. Implementation efforts included integrating the cost estimate with the project schedule to establish the baseline, support in developing the project schedule, benchmarking of project management scheduling and cost software packages, and WBS.

St. John Shipbuilding: Engagement manager responsible for the design and implementation of an earned value management system consistent with the Canadian Cost/Schedule Performance Management Standard. The engagement included the design, documentation, training and implementation of a yard-wide integrated performance management system.

NASA Johnson Space Center: Engagement Manager and lead instructor responsible for the development and presentation of a training seminar addressing the basic concepts of Performance Measurement Systems and a separate workshop to prepare NASA team members for participating in an Integrated Baseline Review (IBR).

Pacific Missile Test Center: Engagement Manager responsible for the design and implementation of a system in consonance with EVMS requirements on the Tomahawk Cruise Missile Project conducted at Point Mugu, California. This was the first rigorous application of formal Performance Measurement guidelines to a project element being managed and performed by a government facility.

Canadian Patrol Frigate PMO: Engagement Manager for developing and conducting training workshops to introduce the Programme Office (PMO) personnel to the concepts of Performance Measurement. Also, provided support for the development of the Work Breakdown Structure (WBS) and other program plan documents.

Fernald Environmental Restoration Management Company (FERMCO, Fernald OH): Project Manager on the Fernald Environmental Management Project (FEMP), responsible for development of RCRA/CERCLA operable unit manager training, management system enhancement and integration, and preparation for an earned value management system acceptance review.

Education:

Bachelor of Science Degree, Engineering Physics, South Dakota State University
Master of Science Degree, Industrial Administration, Purdue University



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Task Force

Name: Chuck Vondra

Home Address: 1126 Starr Ave. St. Helena, CA

Mailing Address: Same

Occupation: Technology Consultant

Business Address: Same

Home Telephone: 707 963 7966 Business Telephone: 707 963 5412

E-mail: Chuck@Com-Strat.com

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 15 yrs

Current occupation (within last 12 months) Technology Consultant

Business interests in last 12 months: ↑

Previous Committee/Commission Experience:

Housing Committee

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Orange Coast College
Cal State Fullerton

Professional and/or community service activities:

Volunteer - Senior Horse Rescue
Volunteer - After School Enrichment - Chess Teacher

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I have many ideas for revenue generation.
I work as consultant for a dozen cities in cal.

Names, addresses, and phone numbers of three individuals familiar with your background:

Alan Garbraith - St. Helena
Gregg Pitts - St. Helena
Peter White - " "

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record


Signature of Applicant

9-19-2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying: Ad Hoc Revenue Source Task Force

Name: Bill Ryan

Home Address: 923 Mariposa Lane

Mailing Address: PO Box 964

Occupation: Ret . from 30 years in the wine trades

Business Address: n/a

Home Telephone: 963-7726 Business Telephone: 529-6444

E-mail: acorn_3@comcast.net

Please indicate if above numbers can be made available to the public upon request:
yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena?
39 years

Current occupation (within last 12 months) Retired.

Business interests in last 12 months: __. I write a fishing column in the Star and have a Notary Public Service business_____

Previous Committee/Commission Experience: __Napa County Wildlife Conservation Commission (present).

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

_BS degree in Marketing and Advertising from U of R.I. -12 years of management positions with increasing responsibilities at P & G , 5 years of management positions at E & J Gallo with increasing responsibilities. 18 years as VP and member of the management committee at Beringer. Including a close connection with Beringer's hospitality team where they hosted over 250,000 visitors to the Rhine House per year.

Professional and/or community service activities:

__Rianda House Advisory Committee, St Helena Chamber of Commerce member,

Local government related experience:

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

_We need to develop revenue sources that will grow with time and fit into our special

community. My wine trade career with emphasis on winery visitors, both casual and trade customers will help us look at the real issues facing us.

Names, addresses, and phone numbers of three individuals familiar with your background:

___ Stan Press, PO box 45, Oakville, CA [REDACTED]; Donald Green, 2269 Boysen Ln, St Helena [REDACTED]; Ron McGowan, 1724 Park St, St Helena, [REDACTED]
[REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

September 16, 2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

Name: Priscilla (Pat) Dell

Home Address: 25 San Juan Court

Mailing Address: 25 San Juan Court

Occupation: Retired

Business Address: _____

Home Telephone: 707 963-4267 Business Telephone: _____

E-mail: patdell12comcast.net

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 15 yrs

Current occupation (within last 12 months) _____

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

Affordable Housing Committee, Board Committee Founder,

Traffic Circulation Committee, Board member Rianda House

Past President + Current Secretary Federated Women

Measure A Flood Control Committee

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Retired RN, PSN. Worked in a variety of Nursing areas.
Twenty years experience Operating Room Director.

Professional and/or community service activities:

Federated Women, Ricardo House Senior Center Former Board Member, volunteer Citizenship Legal Services, Friends of Ricardo House

Local government related experience: See previous Committee experience.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

This is one of the most important issue in our City. I can clearly see the business viewpoint and consumer. I have specific ideas to generate revenue, believe in a balanced approach to the issue.

Names, addresses, and phone numbers of three individuals familiar with your background:

Grace Kistner 25 San Juan Ct [REDACTED]
Jimie Spencer Ricardo House 1475 Main St. [REDACTED]
Monsignor John Brenkle 8 Redondo Court [REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]
Signature of Applicant

9-14-2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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



CITY OF
ST. HELENA
SEP 28 2015

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

OFFICE OF
CITY CLERK

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

Name: Katie Leonardini

Home Address: 1504 Allyn Ave

Mailing Address: Same

Occupation: co-owner - Whitehall Lane Winery

Business Address: 1563 St Helena Hwy S

Home Telephone: [REDACTED] Business Telephone: [REDACTED]

E-mail: Katie@whitehalllane.com

Please indicate if above numbers can be made available to the public upon request: NO

Are you a resident of St. Helena? ☒ If yes, how long have you lived in St. Helena? 11 years

Current occupation (within last 12 months) VP - Whitehall Lane Winery

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

- Board of Directors, St. Helena Chamber
- Committee Leader - Napa Valley Vintners - Member Relations Committee
- Board of Directors, St. Helena Little League

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

- B.A. Political Science - Gonzaga University
- Account Mgr - American Express Financial Advisors for Charles Schwab
- VP Operations - Whitehall Lane Winery, St. Helena

Professional and/or community service activities:

Committee leader - NRV Member Relations, Little League coach,
Board Member - St. Helena Little League, Wine Chair - St. Helena
Montessori Auction

Local government related experience: Board member - St. Helena
Chamber of Commerce

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

As a business owner and home owner in St. Helena, I
have a vested interest in the economic future of this town. As
a Chamber Board Member, I work to support our local
businesses as I understand how important it is for
St. Helena to thrive economically.

Names, addresses, and phone numbers of three individuals familiar with your background:

- Mike McLoughlin - 25 Via Del Arroyo, Napa - [REDACTED]
- Kim Phinney - 1301 Allyn Ave, St. Helena, [REDACTED]
- Shannon Salvestrin - 397 Main St, St. Helena, [REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]

Signature of Applicant

9.25.15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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



CITY OF
ST. HELENA

SEP 28 2015

OFFICE OF
CITY CLERK

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574

(707) 967-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

Name: Wayne Armstrong

Home Address: 1645 Sylvan Ave. St. Helena, CA. 94574

Mailing Address: 1339 main St. St. Helena, CA. 94574

Occupation: Retail Business owner: Patina, Palladium & Pennyweight

Business Address: 1339 main St. St. Helena, CA. 94574

Home Telephone: [REDACTED] Business Telephone: 963-5900

E-mail: Wayne@palladiumjewelry.com

Please indicate if above numbers can be made available to the public upon request: Not home number

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 20 years

Current occupation (within last 12 months) Co-owner, Patina, Palladium, Pennyweight

Business interests in last 12 months: Same as above

Previous Committee/Commission Experience:

Various downtown business/main street merchant groups

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

My educational background for secondary and college
course work do not directly correlate to experience for
this ad hoc committee. It's my 20 years of business ownership

Professional and/or community service activities:

on Main Street that give me a particular perspective that
may be useful.

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

As a local who has lived in St. Helena and run our three
Main Street businesses for 20 years, I feel particularly motivated
to try to help our community, businesses, and City thrive. We are in dire
need of revenue streams for the City + stimulation of the businesses on Main Street

Names, addresses, and phone numbers of three individuals familiar with your background:

Marcus Robbins, 1339 Main Street, St. Helena, CA
Sylvia Griffiths, 333 Diogenes Dr. Angwin, CA
Dave Phimmey, 1325 Main St. St. Helena, CA 94574

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

 Date 9.23.15

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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



City of St Helena, City Hall
Received

SEP 29 2015

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

AD HOC REVENUE SOURCE TASK FORCE

Name: JEFF CONNELL

Home Address: 2070 SPRING ST

Mailing Address: SAME

Occupation: AIRLINE PILOT

Business Address: N/A

Home Telephone: [REDACTED] Business Telephone:

E-mail: BRUSHFLYS@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request:

Are you a resident of St. Helena? X If yes, how long have you lived in St. Helena? 18

Current occupation (within last 12 months) PILOT FOR UNITED
AIRLINES

Business interests in last 12 months: NONE.

Previous Committee/Commission Experience:

NAPA COUNTY GRAND JURY, ST HELENA SCHOOL
BOARD TRUSTEE,

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

TRAINED IN SCHOOL'S FINANCE FOR DISTRICT
BUDGET COMMITTEE - 4 YEARS

COMFORTABLE W/ SPREAD SHEETS CONCERNING
REVENUES & EXPENSES

Professional and/or community service activities:

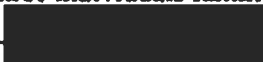
COMMANDER, AMERICAN LEGION POST 199; PRESIDENT
NAPA VALLEY STATE PARK; INVOLVED W/ BOYS

Local government related experience: N/A

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I AM CONCESE AND PRAGMATIC IN MY ENDEAVOURS.
THE MAYOR ASKED ME TO APPLY.

Names, addresses, and phone numbers of three individuals familiar with your background:

PHOEBE ELLSWORTH 
JEANNIE KERR 
EARIE PRIESTON

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement which is of public record.


Signature of Applicant

SEP 29 2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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



CITY OF
ST. HELENA
OCT 01 2015
OFFICE OF
CITY CLERK

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

AD HOC REVENUE SOURCE TASK FORCE

Name: JACK STUART

Home Address: 22 CRANE AVENUE

Mailing Address: SAME

Occupation: WINEMAKER, WINERY CONSULTANT

Business Address: SAME

Home Telephone: 963-0293 Business Telephone: 260-5565

E-mail: jstuartwine@gmail.com

Please indicate if above numbers can be made available to the public upon request: YES

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 32 YRS

Current occupation (within last 12 months) SEE ABOVE

Business interests in last 12 months: SEE ABOVE

Previous Committee/Commission Experience:

DESIGN REVIEW BOARD (1980s)

SUSTAINABILITY COMMITTEE (2000s)

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA STANFORD, GRADUATE STUDY UC DAVIS
WINEMAKER + GM, SILVERADO VYDS, 1980-2004
PARTNER, TRIVIA WINE, 2005-PRESENT

Professional and/or community service activities:

DIRECTOR, LAND TRUST OF NAPA COUNTY, FRIENDS +
FOUNDATION SHPL, UNITED CEREBRAL PALSY NORTH BA'
PAST PRESIDENT, NAPA VALLEY VINTNERS, STAGS LEAP
Local government related experience: SEE PAGE 1 DISTRICT
WINEGROWER

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

PROVIDE PERSPECTIVE OF LONG-TIME RESIDENT;
HAVE LOCAL BUSINESS MANAGEMENT EXPERIENCE;
HAVE COMMUNITY ORG. EXPERIENCE; OPEN-MINDED
ABOUT REVENUE SOURCES; ANALYTICAL

Names, addresses, and phone numbers of three individuals familiar with your background:

ANNE COTTRELL, 1908 VINEYARD A
LESTER HARDY, 1513 TAINTER ST
MARIA STEL, 934 CHILES AVE, 3

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

9-30-2015

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

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



R A N D O M H A R V E S T

Wine Industry Consulting

- ∞ Winemaking
- ∞ Winery design & construction
- ∞ Vineyard acquisition & development
- ∞ Winery management & operations
 - ∞ Organization & personnel
 - ∞ Branding, marketing & sales
 - ∞ Strategic planning
- ∞ Government compliance & permitting
- ∞ Forensic enology & expert witness consultation

Jack Stuart was General Manager & Winemaker of Napa Valley's Silverado Vineyards for 25 years. He is recipient of the Robert Mondavi Trophy for Winemaker of the Year of the International Wine and Spirit Competition, as well as accolades from the Wine Spectator and numerous other journals. He is Winemaker & Partner of Trivium Wine, a limited production single-vineyard Cabernet Sauvignon from Saint Helena.

Stuart established Silverado as a national brand known for the quality of its wines. During his tenure, he directed four major winery building projects and developed seven different vineyard properties in Napa and Sonoma counties. His first Trivium Cabernet Sauvignon was one of a handful of Napa Cabernets in the San Francisco Chronicle's Top 100 Wines.

Active in industry affairs, Jack is past president of both the Napa Valley Vintners and the Stags Leap District Winegrowers Association; he was co-founder of the North Coast Pierce's Disease Task Force. Stuart was instrumental in the development and passage of two important industry bills in the state legislature. He sits on the Enology Committee of the American Vineyard Foundation and chairs the Projects Committee of the Land Trust of Napa County. He is a director of United Cerebral Palsy of the North Bay and Friends & Family, Saint Helena Public Library.

Stuart is a fifth-generation Californian who grew up among Santa Clara Valley orchards. He received a bachelor's degree from Stanford and took his graduate study in viticulture and enology at the University of California at Davis. He lives in St. Helena with his wife, Loraine, a community advocate and co-founder of St. Helena Family Center.



CITY OF ST. HELENA CITY HALL, 1480 MAIN STREET
OCT 01 2015 ST. HELENA, CALIFORNIA 94574
Finance Department (707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Ad Hoc Revenue Source Task Force

Name: Edwin Williams

Home Address: 818 Chiles Ave

Mailing Address: same

Occupation: Engineer / Business Owner

Business Address: 3125 St. Helena Hwy N

Home Telephone: [REDACTED] Business Telephone: [REDACTED]

E-mail: edwin@cairdeanestate.com

Please indicate if above numbers can be made available to the public upon request: no

Are you a resident of St. Helena? ☒ If yes, how long have you lived in St. Helena? 5yrs

Current occupation (within last 12 months) Owner- Cairdean Estate

Business interests in last 12 months: Cairdean Estate

Previous Committee/Commission Experience:

Chamber of Commerce

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BS & MS Aeronautical & Astronautical Engineering - Purdue University
President TSP Systems, Owner Cairdean Estate

Professional and/or community service activities:

Chamber of Commerce

Local government related experience: none

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Being a business owner new to St. Helena I can add
insight on what would attract new business to our town.
Also being a business owner I can help to develop plans to
generate municipal revenue.

Names, addresses, and phone numbers of three individuals familiar with your background:

Marcus Marquer - [REDACTED] - 1803 Vineyard Ave. St. Helena
Peter White - [REDACTED] - 824 Chiles Ave - St. Helena
Cody Stacey - [REDACTED] - 744 Westpark & American Canyon

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]
Signature of Applicant

9-30-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

CITY OF ST. HELENA

RESOLUTION NO. 2015-

**APPOINTING 7 MEMBERS TO THE
ST. HELENA AD HOC REVENUE SOURCE TASK FORCE**

RECITALS

- A. The City Council authorized the establishment (Resolution 2015-115) of an Ad Hoc Revenue Source Task Force to function in an advisory capacity to the City Council to evaluate possible additional revenue sources for the City of St. Helena.
- B. The general purpose of this ad hoc task force would be to study and discuss the City's current financial challenges including projected revenues and expenditures; and based on this information evaluate possible additional revenue sources for the City that can gain general consensus in the community and provide adequate revenue to help to support the City's solid financial future.

RESOLUTION

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

- 1. Appointment of 7 members to the Ad Hoc Revenue Source Task Force:
 - a. Appointment of (2) _____ and _____ City Councilmembers
 - b. Appointment of (1) _____ Planning Commissioner
 - c. Appointment of (4) _____, _____, _____ and _____ Community members
- 2. All meetings of the Task Force will be subject to the requirements of the Brown Act, Government Code section 54950 et seq., and as such will be agendized and open to involvement and participation by the public.
- 3. The Task Force will provide a final report to the City Council by January 2016, to ensure the recommendations can be discussed at the annual goal setting and any required expenses incorporated into the FY 2016-17 Proposed Budget. The Task Force will be dissolved upon submitting its final report to the City Council.

Approved at a Regular Meeting of the St. Helena City Council on October 13, 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
Council Meeting of October 13, 2015

Agenda Section: **New Business Calendar**

Subject: **Resolution to adopt a new Nonprofit Funding Policy and related Program Application and Guidelines**

CEQA Status: **Categorically Exempt, Sections 15269(c) and 15307**

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

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

BACKGROUND

For many years, during the annual budget process the St. Helena City Council has allocated funds to various nonprofit agencies providing services in St. Helena. It had been past practice for the St. Helena City Council to provide funding to the same group of non-profits each year. The City would like to encourage a larger variety of organizations to apply for funding and during the FY 2015-16 staff committed to creating a new Nonprofit Funding Policy along with the Program Application and Guidelines.

DISCUSSION

The Nonprofit Funding Policy establishes guidelines and criteria for the City to fund programs and also clarifies the roles and responsibilities of both the nonprofit agency and the City of St. Helena. The policy establishes eligibility requirements, accountability measures, parameters for eligible expenditures, details application procedures, and authorizes the City Manager to make updates to the Program Application and Guidelines as long as they adhere to the Nonprofit funding policy.

FISCAL IMPACT

Adoption of the Nonprofit Funding Policy does not have a fiscal impact to the City. During each budget process an allocation of funding will be identified for each fiscal year.

RECOMMENDED ACTION

It is recommend by the City Manager to adopt the Nonprofit Funding Policy and related documents.

ATTACHMENTS

1. Nonprofit Funding Policy and Program Application and Guidelines

CITY OF ST. HELENA
RESOLUTION NO. 2015-

**RESOLUTION ADOPTING A NONPROFIT
FUNDING POLICY AND RELATED PROGRAM
APPLICATION GUIDELINES**

RECITALS

- A. The City of St. Helena is committed to providing financial assistance to nonprofit agencies that promote the City's mission and goals and provide direct programs, projects or services to St. Helena residents.
- B. The Nonprofit Funding Policy establishes guidelines and criteria for the City to fund programs and also clarifies the roles and responsibilities of both the nonprofit agency and the City of St. Helena.

RESOLUTION

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

- 1. Adopts Exhibit A to this resolution as the official policy to set forth parameters and establish guidelines for annual grant funding of nonprofit agencies based on availability of funds and award by the City Council.

Approved at a Regular Meeting of the St. Helena City Council on October 13, 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 Council Policy

Policy Type:

Council

Reso No.

Page x of x

Policy Title:

Nonprofit Funding Policy

Approved by City Manager

Effective Date:

Supersedes:

Policy Section:

Policy Number:

PURPOSE

The purpose of this policy is to set forth parameters and establish guidelines for annual grant funding of nonprofit agencies based on availability of funds and award by the City Council.

POLICY

The City of St. Helena is committed to providing financial assistance to nonprofit agencies that promote the City's mission and goals and provide direct programs, projects or services to St. Helena residents.

A. Eligibility Requirements

1. All organizations seeking grant funds need to demonstrate that they are currently operating as a nonprofit organization. The most common documentation will be an IRS tax exempt letter confirming 501(c)(3) status. If the organization does not have 501(c)(3) status, other reasonable proof of nonprofit status may be accepted.
2. A nonprofit agency must have been in operation for one year by December 31st of the year preceding the application deadline.

B. Accountability

Nonprofit agencies shall adhere to accountability standards set by the City of St. Helena and as required by law. Compliance with these standards is a criterion for funding. These standards include but are not limited to compliance with:

- all financial requirements including submission of proof of expenditures as specified by the grant agreement
- program performance measurement requirements including submission of a Final Report by the end of the fiscal year
- all other terms of the policy and grant agreement including meeting all deadlines

C. Funding Eligibility

1. Only one application per agency will be considered each year
2. Grants are for programmatic expenses that are items recognized under Generally Accepted Accounting Practices (GAAP) as operating costs
3. The City will not fund the purchase, maintenance, or repair of any capital assets

D. Application Procedure

1. Timeline

1. A public notice will be posted and available on City of St. Helena's website with the current Program Guidelines and Grant Application at least six weeks prior to the application due date.
2. Completed applications must be returned to the City no later than the date indicated in each year's public notice. Applications received after the published deadline will be deemed ineligible for that year.

2. Application Requirements

A completed Grant Application is required, by the advertised deadline along with all required documentation as identified in the current year's Program Guidelines and Grant Application.

3. Grant Awards

The posting of program guidelines and application for Nonprofit Funding does not guarantee allocation of funds for this program nor award to any applicant. The City Council may determine to fund none, one or multiple projects/services/programs within the minimum and maximum grant amount as identified by this policy. The City Council is not required to expend any particular allocation in a given year.

4. Funding Award

1. The Mayor will review applications for completeness and eligibility and forward all complete and eligible applications to the City Manager.
2. The City Manager will schedule review of the grant applicants before the City Council and notify qualified applicants of the specific Council meeting date. The City Manager will prepare a brief staff report and attach all complete and eligible applications. Applicants are strongly encouraged to attend the Council meeting to respond to Council questions regarding applications.
3. The City Council will approve final funding for nonprofits when the Annual Operating Budget is adopted.
4. Applicants will be notified of the final funding amount no later than June 30th.
5. Insurance will only be required for projects located or occurring on City owned property. Insurance coverage amounts will be reviewed and approved by the City's Administrative Services Manager prior to contract execution.
6. Any non-profit agency awarded program funds must accept the funds by completing an agreement provided by the City which must be signed by the agency Director and the City Manager. The agreement and other contract requirements shall be signed by the agency and received by the Finance Department no later than August 31 of the fiscal year funds are awarded. Failure to comply with this date will result in funding awards being withdrawn.

5. **Conflict of Interest**

The consideration, award and funding of any non-profit agency pursuant to the Nonprofit Program, shall be carried out in a manner consistent with the Conflict of Interest Code for Appointed and Elected Officials of the City of St. Helena, adopted by the City Council on April 14, 2015.

6. **Grant Reporting and Invoicing**

Each funded agency will be required to submit a final grant report by the end of the fiscal year. This report should describe the funded program/project/service outcomes and shall include a financial report detailing expenditures that is signed by the agency's Executive Director. Non-profit agency shall include an invoice with the final report in the amount of the grant award. Grant funds are provided on a reimbursement basis only. Failure to comply with these reporting requirements may jeopardize funding.

E. **Updates to Program Application and Guidelines**

The City Manager is authorized to make updates to the Program Application and Guidelines as long as they adhere to this Nonprofit Funding Policy.

FORMS AND DOCUMENTS ATTACHED

1. Program Application and Guidelines



City of St. Helena Nonprofit Funding Program Guidelines and Grant Application FY 2016/17

The City of St. Helena accepts applications for funding of local nonprofit agencies as a part of its annual budget process. The St. Helena City Council invites all interested nonprofit agencies to submit an application for funding. The application and evaluation process for funding is driven by the non-profit agency's mission as it corresponds to City of St. Helena's needs, priorities and strategic objectives. The Nonprofit Funding Program is designed to support the St. Helena community, improve neighborhoods or local services, and strengthen relationships among residents. All grant requests should be inclusive, accessible, and focus on broad community support.

The City Council will determine the current funding allocation during the annual budget process, which may not be determined until the end of the current fiscal year. The minimum grant request is \$1,000 and the maximum grant request is \$10,000. Applications will be reviewed by the Mayor and then presented to City Council for consideration and award.

Eligibility

Eligibility has been established by the City of St. Helena Nonprofit Funding Policy. All applicants must provide reasonable proof that they are a nonprofit organization.

- Only one application per agency will be considered each year.
- Grants are for programmatic expenses only (items recognized under Generally Accepted Accounting Practices (GAAP) as operating costs.
- The City will not fund the purchase, maintenance, or repair of capital assets.
- All applications must be submitted by the published deadline, be complete and contain all requested information and documents in order to be considered for funding.

Actual grant funding is based upon funds appropriated by the City Council in the annual budget. Previous years' allocations are not a consideration for funding. Each application is approved based on its own merits. Submission of a complete application does not guarantee funding.

Timeline, Submission and Grant Cycle

Applications will be available to the public on January 1, 2016 and must be received no later than **March 1, 2016 no later than 5:00 PM.** Applications must be received by the deadline, late applications will not be accepted. It is anticipated that City Council will make the final funding determination in June of 2016. **Applications must be submitted in hard copy on paper, with a single staple.**

Please submit grant applications to:

By Mail or In-person:

Tracey Perkosky
Attn: 2016/17 NONPROFIT GRANT PROGRAM
1480 Main St.
St. Helena, CA 94574

The grant period for nonprofits approved for funding for Fiscal Year 2016/17 will be from July 1, 2016 to June 30, 2017.

Application Process

To be considered for funding, non-profit agencies must complete and submit the City of St. Helena Nonprofit Agency Funding Grant Application (Grant Application) and the required attachments by the deadline. All applications will be screened to ensure all required information and documentation has been submitted. Incomplete applications will be ineligible for funding. Upon the City Council's approval of the FY 2016/17 annual budget, applicants will be notified of their status.



Matching Funds

Matching funds are a common requirement of many grant applications and refers to funding that has been raised by the organization from a source other than the City of St. Helena. Matching funds are not required for this program however, applications demonstrating matching funds may be given preference.

Limitation on Awards

The granting of City Funding is solely a monetary contribution and not a co-sponsorship by the City of any event, program, service or activity for which funding is used unless specifically agreed to in writing by the City. Award of funding shall not eliminate the need for any applicant to comply with any applicable regulations or permit requirements for the program, event, service or activity being funded. Grant award is not authorization of use of any City property.

Any expenses incurred before grant award are not eligible for reimbursement. Each successful project/program/service will be required to submit a final grant report including expenses, accomplishments, photos, etc. Appropriate documentation will be required and may include receipts, volunteer sign-in sheets, invoices or other documents.

Grant Recipient Requirements

Organizations receiving grant funding are required to:

- Submit a revised goals, activities, outcomes and evaluation chart if not funded at the level requested;
- Submit a revised budget if not funded at the level requested;
- Enter into a grant agreement with the City of St. Helena;
- Obtain appropriate level of insurance as determined by the City of St. Helena and add the City of St. Helena as additionally insured, if needed;
- Complete a final report describing program outcomes and financial statements detailing expenditures.

Questions?

All questions should be submitted via email to: Tracey Perkosky at TPerkosky@cityofsthelena.org

Grant Application Check List

Letters of support **will not** be accepted as part of the application process. Applications must be typed, including page numbers and contain only the requested information:

1. **Grant Application and Budget** (maximum of five pages single sided)
2. **Proof of Nonprofit Status**
3. **Current Year's Operating Budget & Prior Year Actuals**
4. **Provide a list of all grant funding that your organization has received in the last 12 months, including grant amount and required match**
5. **Partnership Letter**
 - If partnering with another agency, please submit documentation demonstrating the approval or endorsement for the project or program.
 - If the project is proposed on City property, please obtain a letter from the appropriate department head. This letter should include a determination of master plan or general plan consistency as appropriate, and identify additional steps or agreements necessary to comply with the City process.



City of St. Helena Nonprofit Funding Program Grant Application and Budget FY 2016/17

Please answer the following questions as they apply to your project/program/service. Responses are limited to five single sided pages with 12 point font, please include page numbers on all pages. Drawings and photographs must be included within this page limit.

Organizational Overview

Organization Name: _____

Organization Mailing Address: _____

Organization Telephone Number: _____

Organization Website: _____

Federal Tax ID Number and Status: _____

How long has your organization been in operation? _____

List of Board Members and Officers: (if applicable)

_____	_____
_____	_____
_____	_____
_____	_____

Contact Information

Who is the primary contact person for your organization?

Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Representative

I represent that this Application Packet describes the intended use of the requested City Grant funds to complete the Project or Program identified above and the elements listed in the Project Budget. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Packet, including required attachments, is accurate.

Print Name _____

Signature _____

Title _____

Date _____

Grant Request

Project or Program Name:	_____
Address of Project or Program:	_____
Requested Grant Amount:	\$ _____
Matching Funds:	\$ _____
TOTAL Project or Program Cost:	\$ _____

Application Questions

1. Describe your project/service/program including objectives and goals and explain how you will meet these goals.
2. Describe the community support for your project.
 - a. What organizations, neighborhood associations, non-profits, residents, etc. are involved in the project?
 - b. What roles are they playing and how collaborative is the project?
 - c. What other support exists for your project?
3. Describe who will benefit from this project and estimate how many people this project/service/program may impact.
4. Please explain how your project/service/program will be open and accessible to the St. Helena Community.
5. Describe how you will complete the project or program within the grant funding cycle deadline of June 30, 2017 and provide a timeline for your project or program.
6. If you have received funding from other Napa County government agencies in the past two years, provide level of funding and how funding from the City of St. Helena will specifically benefit St. Helena residents.

Cost Estimate

Include a high level description of all the program or project costs that will be paid for by City Funds. Costs should be grouped into large categories with minimum line item of \$100.

Example: Supplies (paper goods, pens, etc.) \$250

[illegible]



Report to the City Council
Council Meeting of October 13, 2015

Agenda Section: New Business

Subject: DRAFT – Basic Emergency Operations Plan – Information for Annex Section of County of Napa Emergency Operations Plan.

CEQA Status: Not a Project

Prepared By: Jennifer Phillips, City Manager

Approved By: Jennifer Phillips, City Manager

DISCUSSION

The City of St. Helena is located in the Napa County Operational Area which is comprised of six jurisdictions that have a strong working relationship. Cities of Napa, St. Helena, American Canyon, Calistoga and the Town of Yountville are incorporated jurisdictions within the area of Napa County. The County of Napa is responsible for all non-incorporated area in the county.

On January 23, 2001 and with updates occurring over the past decade, the Napa County Board of Supervisors adopted the Napa County Emergency Operations Plan (EOP). The objective of the EOP is to incorporate and coordinate the best possible approaches to response and recovery in light of the four major threats; flooding, wildfire, earthquakes, and technological hazards so these approaches can be rapidly and effectively applied as resources become available. The use of state and national standard approaches to disaster management allows the County to seamlessly incorporate resources outside the County in times of critical need, to protect private and public property and minimize the impact on the environment.

Currently, the County of Napa is leading the effort to update the EOP which would be a collaborative effort among the jurisdictions in Napa County and would include an Annex that details each participating jurisdiction's specific plans and emergency prepared/response information. Until that document is completed, this DRAFT – Basic Emergency Operations Plan is intended to provide the City Council, employees and community with fundamental information regarding the City's emergency preparedness and response plans. It is intended that this document will remain a draft until the information contained herein is transitioned into the Annex Section for St. Helena.

This DRAFT EOP is comprised of four major sections. 1) an overview that discusses hazard mitigation and emergency situations. The County of Napa adopted the Napa County Operational Area Hazard Mitigation Plan 2013-18 and distributed copies at the October 8, 2015 Operational Area meeting. The City of St. Helena adopted Resolution No. 2014-17 on April 8, 2014 joining the County on this plan. 2) the fundamentals of command management for an emergency operations center that include the National Incident Management System, Standard Emergency Management System and Incident Command System. 3) the principles of operations in the EOC. And 4) recovering from an emergency incident.

Over the past year, the City has been committed to improving its state of emergency preparedness and efforts include: 1) every employee is now trained and certified in the National Incident Management System; 2) the City has purchased four satellite phones for use in an emergency when electricity and cell service are down; 3) sent two staff members to a three day training related to the finance and administration of emergency preparedness, response and recovery; 4) installed a television in the main conference for improved communications for the City Council during an emergency; 5) conducted an assessment of the current EOC which is located at the Fire Station and begun the process of upgrading the supplies and equipment; 6) wrote the DRAFT EOP and communicated the fundamentals of the City's EOC to city staff; 7) designed a table top exercise that will be held in late October of this year. In addition, on this same Council agenda, the Police Department has requested approval to convert a used Suburban into a vehicle for both patrol and a mobile command center as well as approval for new radios to improve communications.

FISCAL IMPACT

None

RECOMMENDED ACTION

Information only, no action required.

Attachment – DRAFT Basic Emergency Operations Plan – Information for Annex Section of County of Napa Emergency Operations Plan

City of St. Helena

*DRAFT – Basic Emergency Operations Plan –
Information for Annex section of County of Napa
Emergency Operations Plan*





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Forward

The City of St. Helena is located in the Napa County Operational Area which is comprised of six jurisdictions that have a strong working relationship. Cities of Napa, St. Helena, American Canyon, Calistoga and the Town of Yountville are incorporated jurisdictions within the area of Napa County. The County of Napa is responsible for all non-incorporated area in the county.

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TABLE OF CONTENTS

1. OVERVIEW.....	Page 7
1.1 Introduction	Page 7
1.2 Purpose and Scope	Page 7
1.3 Hazard Mitigation	Page 8
1.4 Planning Assumptions	Page 9
1.5 Defining Emergencies – Incidents and Disasters	Page 9
1.6 Authorities	Page 11
2. COMMAND MANAGEMENT	Page 14
2.1 National Incident Management System (NIMS)	Page 14
2.2 Standard Emergency Management System (SEMS)	Page 16
2.3 Incident Command System	Page 16
2.4 Management and Control Responsibilities	Page 18
2.5 City of St. Helena Emergency Management Organization	Page 18
2.6 Emergency Proclamations	Page 23
3. CONCEPT OF OPERATIONS	Page 25
3.1 Principles of Operations	Page 25
3.2 Prioritizing Operations	Page 25
3.3 Notifications	Page 26
3.4 Activation Levels	Page 26
3.5 Phases of an Emergency	Page 26



3.6 Levels of Emergencies	Page 28
3.7 Alert and Warning	Page 29
3.8 EOC Operations – Activation and Deactivation	Page 29
4. RECOVERY	Page 30
4.1 Short-Term Recovery	Page 31
4.2 Long-Term Recovery	Page 31
4.3 Recovery Operations Organization	Page 32
4.4 Recovery Damage and Safety Assessment	Page 32
4.5 Documentation	Page 33
4.6 After Action/Corrective Action Reporting	Page 34
4.7 Recovery Roles and Responsibilities	Page 34



1. OVERVIEW

1.1 Introduction

Emergencies happen every day, such as medical emergencies, fires and traffic accidents. Local agency responders, typically emergency medical, fire departments, and law enforcement are equipped and trained to respond to these day-to-day type incidents. They utilize equipment and support services, both public and private, to assist them as needed. Support services include public works resources, tow trucks, bus company resources, non-profit organizations, and a multitude of other service entities.

When emergencies extend beyond the capabilities of the local first responders, they will seek additional support through existing Mutual Aid Agreements and/or request support resources from other local and regional agencies. This is typically required during as they would for major emergencies including, minor earthquakes, floods, acts of terrorism, fires, both residential and wildland, or major traffic accidents. If these emergencies occur in unincorporated areas of the county, cross multiple jurisdictions, or require regional or state assistance, the Napa County Office of Emergency Services is called upon to coordinate requests for assistance, set up mobile command centers, activate the Operational Area Emergency Operations Center (EOC), help prioritize emergency resources, and manage critical information flow for responders, news media and the general public.

Plans and procedures to handle the day-to-day emergency events are already in place and personnel are trained and equipped. Local and county agencies, public and private, are aware of the plans and procedures and invoke them when necessary. These are considered localized emergency incidents and there is typically no need to proclaim a local emergency.

However, when significant events such as major earthquakes, floods, aircraft disasters, or terrorist activities, overwhelm local capabilities, additional systems outlined in this Basic Emergency Operations Plan (EOP) may need to be activated, beginning with the proclamation of a local, state or federal level emergency. County and city employees may be called upon to assist in the planning for such a disaster, or in the activation, operation, or deactivation of the systems and procedures outlined in the EOP. Therefore, personnel must be knowledgeable of the overall plan. Department personnel who will or may be involved in the implementation processes outlined in the EOP should familiarize themselves with the plan.

1.2 Purpose and Scope

This EOP addresses St. Helena's coordinated and planned response to extraordinary emergency situations associated with natural, technological and human caused emergencies or disasters within or affecting Napa County. This plan is the principal guide for Napa County's response to, management of, and recovery from real or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Facilitate multi-jurisdictional and interagency coordination in emergency situations, particularly



between local government, the Operational Area (geographic boundary of Napa County), and appropriate State and Federal agencies and entities.

- Serve as an operational plan as well as a reference document that may be used for pre-emergency planning as well as emergency operations.
- Interface with applicable local, state and federal contingency plans.
- Guide users through the emergency management phases of preparedness, response and recovery.
- Identify the components of an Emergency Management Organization and establish associated protocols required to effectively respond to, manage and recover from major emergencies and disasters.
- Establish the operational concepts and procedures associated with: the coordination of resources and support to field responders in an emergency; the management of the Emergency Operations Center (EOC) activities; and the processes toward short-term and long-term recovery.
- Establish the organizational framework for implementation of the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) within Napa County.

This plan applies to any extraordinary emergency situation associated with any hazard, natural or human caused, which may affect St Helena and that generates situations requiring planned, coordinated responses by multiple agencies or jurisdictions.

The provisions, policies, and procedures of this plan are applicable to all agencies and individuals, public and private, having responsibilities for emergency preparedness, response, recovery and/or mitigation in St. Helena.

1.3 Hazard Mitigation

On April 8, 2014, the St. Helena City Council adopted a Resolution No. 2014-17 to join the Napa Operational Area Pre-Disaster Hazard Mitigation Plan 2013. This Plan was developed through an on-going participatory planning process and provides a thorough hazard profile and risk assessment for all identified hazards as well as a comprehensive list of innovative actions designed to reduce the impacts of future disasters. Officials, employees, businesses and the citizens should reference this adopted plan for information regarding hazard mitigation.

1.4 Planning Assumptions

Certain assumptions are used while developing emergency operations plans. These assumptions translate into basic principles associated with conducting emergency management operations in preparation for, response to and recovery from major emergencies.

- Emergencies or disasters may occur at any time, day or night, in St. Helena.



- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. For this reason, it is essential that SEMS/NIMS standards for incident command and, in many cases, unified command, be implemented immediately by responding agencies, and expanded as the situation dictates.
- St. Helena is primarily responsible for emergency actions in the City of St. Helena and will commit all available resources to save lives, minimize injury to persons, minimize property damage, protect the environment and support local economies.
- Napa County will provide support as needed and requested by cities in the operational area, or as designated in agreements with the incorporated area.
- Large-scale emergencies and disasters may overburden local resources and necessitate mutual aid from neighboring jurisdictions.
- Large-scale emergencies and disasters and the complex organizational structure required to respond to them pose significant challenges in terms of warning and notification, logistics, and agency coordination.
- Major emergencies and disasters may generate widespread media and public interest. The media is an ally in large-scale emergencies and disasters; they can provide considerable assistance in emergency public information and warning.
- Large-scale emergencies and disasters may pose serious long-term threats to public health, property, the environment and the local economy. While responding to significant disasters and emergencies, all strategic decisions must consider each of these threats.
- Disasters and emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions.

1.5 Defining Emergencies – Incidents and Disasters

These terms are often used somewhat interchangeably and in some cases are used to both *define a situation* and to describe a *level of response* to a situation.

An incident is an occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incidents may result in extreme peril to the safety of persons and property, and may lead to or create conditions of disaster. Incidents may also be rapidly mitigated without loss or damage.



Larger incidents, while not yet meeting disaster level definition, may call for local governments to proclaim “a Local Emergency.”

Incidents call for a field on-scene response of an Incident Commander and tactical and support resources organized within an Incident Command System structure.

Examples of incidents could be wide-ranging:

- Protest demonstration
- Broken gas line
- Hostage situation
- Multi-casualty accident
- Downed utility lines
- Structure fire

A disaster is a calamitous emergency event bringing great damage, destruction, or loss of life. Disasters may occur with little or no advance warning, e.g., an earthquake or a flash flood, or they may develop from one or more incidents e.g., a minor brush fire caused by a traffic accident which results in a major wildland fire. Some of the characteristics of incidents, and disasters are listed on the following page:

Characteristics of Emergencies: Incidents and Disasters	
Incidents	Disasters
• Usually a single event – may be small or large. • Has a defined geographical area. • Will use local resources and mutual aid may be applied. • Usually only one or a few agencies involved. • Ordinary threat to life and/or property – limited population and geographic area. • Usually a local emergency will not be declared and jurisdictional EOC will not be activated for a single or multiple small incidents. • Usually a fairly short duration measured in hours or a few days. • Primary command decisions are made at the scene Incident Command Post(s). • Strategy, tactics and resource assignments are determined on scene.	• Single or multiple events (can have many separate, associated incidents) • Resource demand is beyond local capabilities and extensive mutual aid and support needed. • Many agencies and jurisdictions involved (multiple layers of government). • Extraordinary threat to life and/or property. • Generally a widespread population and geographic area affected. • Will last over a substantial period of time (days to weeks) and local government will proclaim a Local Emergency. • Emergency Operations Centers are activated to provide centralized overall coordination of jurisdiction assets, department and incident support functions, and initial recovery operations.



The term emergency can also be used to define a conditional state such as proclamation of "Local Emergency." The California Emergency Services Act describes three states of emergency:

State of War Emergency. "State of war emergency" means the condition which exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state warning from the federal government indicating that such an enemy attack is probable or imminent.

State of Emergency. "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

Local Emergency. "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

1.6 Authorities

The following sub-sections provide county, state and federal emergency authorities for conducting or supporting emergency operations.

City of St. Helena

St Helena Municipal Code, Chapter 2.64 – Emergency Services

Chapter 2.64 of the St. Helena code provides for the preparation and execution of plans for the protection of persons and property within this county in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions and resources



of this county with all other public agencies, corporations, organizations, and affected private persons.

St Helena Municipal Code, 2.64.070 – Emergency Organization

All officers and employees of the City together with those volunteer forces enrolled to aid them during an emergency and all groups, organizations and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 2.64.060(A)(6)(C), be charged with duties incident to the protection of life and property in the City during such emergency, shall constitute the emergency organization of the City of St. Helena.

State of California

Orders and regulations may be selectively promulgated by the Governor during a state of war or emergency. Below is a non-inclusive list, but includes those referenced in this plan.

- California Government Code, Title 1, Chapter 4, Division 8, Section 3100, (Disaster Service Workers)
- California Government Code, Title 2, Chapter 1, Division 7, Section 8659 (physician or surgeon etc, services in emergency)
- CGC, Title 1, Chapter 4, Division 8, Section 8635, (Continuity of Government)
- CGC, Title 2, Division 1, Chapter 7, (California Emergency Services Act)
- California Code of Regulations (CCR) Title 19, Division 2 (Standardized Emergency Management System)
- California Natural Disaster Assistance Act
- California Water Code (CWC), § 128 (Department of Water Resources - Flood Fighting)

Mutual Aid Authority. The basis for mutual aid is the California Disaster Master Mutual Aid Agreement, as provided for in the California Emergency Services Act.

- Mutual aid assistance may be provided under one or more of the following authorities:
- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Fire and Rescue Emergency Plan
- California Law Enforcement Mutual Aid Plan
- Federal Disaster Relief Act of 1974 (Public Law 93-288)

Continuation of Government/Operations Authority. The following portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of State and local government:

- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government (Article 15 of the California Emergency Services Act)
- Temporary Seat of State Government (Section 450, Title 1, Division 3, Chapter 1 of the Government Code)



Key authorities include Sections 8635 through 8643 of the Government Code:

- Furnish a means by which the continued functioning of political subdivisions can be assured by providing for the preservation and continuation of (City and County) government in the event of an enemy attack, or in the event a State of Emergency or Local Emergency is a matter of statewide concern.
- Authorize political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.
- Authorize governing bodies to designate and appoint three standby officers for each member of governing body and for the Chief Executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision, other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated numbers 1, 2 and 3 as the case may be.
- Authorize standby officers to report ready for duty in the event of a State of War Emergency, State of Emergency or Local Emergency at the place previously designated.
- Authorize local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency or Local Emergency exists, and at a place not within the political subdivision.

Suspensions and Appointments. Section 8621 of the Government Code specifies that during a State of War Emergency, in the event that any officer of a political subdivision or employee of a State agency refuses or willfully neglects to obey an order or emergency regulation, the Governor may suspend that person and designate a replacement.

Federal

Orders and regulations which may be selectively promulgated by the President during a state of war or emergency:

- Public Law 920, Federal Civil Defense Act of 1950, as amended
- Public Law 84-99, U.S. Army Corps of Engineers - Flood Fighting
- Public Law 93-288, Federal Disaster Relief Act of 1974
- Public Law 107-188, Bio-terrorism Act, June 2002
- Public Law 107-296, Homeland Security Act, January 2002
- Executive Order 13228, Office of Homeland Security, October 8, 2001
- Executive Order 13231, Critical Infrastructure Protection, October 16, 2001
- Executive Order 13234, Citizens Prepared, November 9, 2001
- Presidential Decision Directive 39 - U.S. Policy on Counter-terrorism, June 1995
- Presidential Decision Directive 62 - Combating Terrorism, May 1998



- Presidential Decision Directive 63 - Critical Infrastructure Protection, May 1998
- National Security Presidential Directive 17 - National Strategy to Combat Weapons of Mass Destruction

2. MANAGEMENT AND COMMAND

2.1 National Incident Management System (NIMS)

The National Incident Management System (NIMS) was created by Homeland Security Presidential Directive (HSPD)-5, which directed the Secretary of Homeland Security to develop and administer a National Incident Management System as a consistent nationwide template to enable Federal, State, local and tribal governments, along with private-sector and nongovernmental organizations, to work together effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism.

NIMS is based on, and is an outgrowth of SEMS and ICS, which are themselves the refinement of standardized best practices in incident and emergency management techniques and principles that have been in use for years. Therefore, SEMS and ICS are NIMS compliant, meaning these practices are incorporated into NIMS, and will be expanded on as NIMS implementation is refined over time. NIMS has six basic components:

Command and Management. The Incident Command System (ICS) defines the operating characteristics, interactive management components, and structure of incident management and emergency response organizations engaged throughout the life cycle of an incident.

Multiagency Coordination Systems define the operating characteristics, interactive management components, and organizational structure of supporting incident management entities engaged at the Federal, State, local, tribal, and regional levels through mutual-aid agreements and other assistance arrangements.

Public Information Systems refer to processes, procedures, and systems for communicating timely and accurate information to the public during crisis or emergency situations.

Preparedness. Effective incident management begins with a host of preparedness activities conducted on a “steady-state” basis, well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualification and certification standards, equipment acquisition and certification standards, as well as publication management processes and activities. Several elements of preparedness include:

- Planning describes how personnel, equipment and other resources are used to support incident management and emergency response activities.
- Training includes standard courses on multiagency incident command and management, organizational structure, and operational procedures; discipline- specific and agency-specific incident management courses on the integration and use of supporting technologies.



- Exercises involve incident management organizations and personnel who participate in realistic exercises to improve integration and interoperability and optimize resource utilization during incident operations.
- Personnel Qualification and Certification Activities are used to identify and publish national-level standards and measure of performance against these standards to ensure that incident management and emergency responders are qualified and officially certified to perform NIMS-related functions.
- Equipment Acquisition and Certification provides standards for various types of equipment utilized by emergency responders at all levels. These standards will also include the capability to be interoperable with similar equipment used by other jurisdictions.
- Mutual-Aid Agreements are the means for one jurisdiction to provide resources, facilities, services, and other required support to another jurisdiction during an incident. NIMS defines and sets minimum standards for mutual aid agreements at all levels.
- Publications Management refers to forms and forms standardization, developing publication materials, administering publications - including establishing naming and numbering conventions, managing the promulgation of documents, and exercising control over sensitive documents - and revising publications when necessary.

Resource Management. NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.

Communications and Information Management. NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination), and information-sharing at all levels of incident management. These elements are:

- Incident Management Communications are used by incident management organizations to ensure that effective, interoperable communications processes, procedures, and systems exist to support a wide variety of incident management activities across agencies and jurisdictions.
- Information Management Processes, Procedures and Systems help ensure that information, including communications and data, flows efficiently through a commonly accepted architecture supporting numerous agencies and jurisdictions responsible for managing or directing domestic incidents, those impacted by the incident, and those contributing resources to the incident management effort.

Supporting Technologies. Technology and technological systems provide supporting capabilities essential to implementing and continuously refining NIMS. These include voice and data communications systems, information management systems and data display systems.

Ongoing Management and Maintenance. This component establishes an activity to provide strategic direction for and oversight of NIMS, supporting both routine review and the continuous refinement of



the system and its components over the long term.

Additional information on the National Incident Management System, including training, credentialing and compliance requirements can be found on the FEMA NIMS web site at <http://www.fema.gov/nims/>. A complete copy of the NIMS manual in Adobe PDF format is available from the FEMA NIMS web site and is also located in the electronic version of this plan.

As NIMS standards and practices are further defined and refined, this emergency plan will be updated to incorporate them as required. The Cal OES maintains current SEMS/NIMS Integration guidance.

For updates reference the CalOES website at:

<http://www.caloes.ca.gov/PlanningandPreparedness/Pages/National-Incident-Management-System.aspx>

2.2 Standardized Emergency Management System (SEMS)

The City's Emergency Operations Plan is based on the State of California's Standardized Emergency Management System (SEMS). SEMS was developed in response to Senate Bill 1841, which was passed to improve the coordination of state and local emergency response in California after the East Bay Hills Fire in 1991. This law is found in Section 8607 of the Government Code. By law, state agencies must use SEMS when responding to emergencies involving multiple jurisdictions or agencies. Local governments must use SEMS in order to be eligible for state funding of response related personnel costs. Key components of SEMS are the use of the ICS and California Mutual Aid System (see appendices).

SEMS is a proven emergency management system whose principle structure has been in use for over twenty years in the fire service; it provides an organizational framework and guidance for operations at each level of the State's emergency management system. SEMS is the umbrella under which all emergency response agencies must function in an integrated fashion.

SEMS is organized in Five Response Levels:

Field Response Level: the local emergency personnel responding to an incident or threat.

Local Government Level: the city, county, or special district which manages overall emergency response and recovery activities within its jurisdiction.

Operational Area Level: the county Office of Emergency Services, which manages/coordinates information, resources, and priorities between local governments and the Regional Level. The Napa County Operational Area includes all cities and special districts.

Region Level: California is divided into six Mutual Aid Regions (see map in Mutual Aid Appendix) that coordinate information and resources among the Operational Levels and the State Level. Napa County is in Mutual Aid Region II.

State Level: operates the State Operations Center at Cal EMA Headquarters in Sacramento, and is



responsible for coordinating resource requests and resolving priority issues at the Region Level. The State Operations Center also coordinates with the Federal Emergency Management Agency (FEMA) and other federal agencies implementing the Federal Response Plan. For more information, refer to the Emergency Services Act or Chapter 7, Division 1, Title 2 of the California Government Code.

2.3 Incident Command System (ICS)

One of the primary components of NIMS/SEMS is the Incident Command System (ICS), which was developed during the 1970s by an inter-agency working group of local, state, and federal fire services in California. ICS has since been endorsed by the American Public Works Association and the International Association of Chiefs of Police and has been adopted by the National Fire Academy as its standard for incident response. Federal law requires the use of ICS for response to hazmat incidents, and many States, including California, have adopted ICS as their standard for responding to all types of incidents. [States are required to use ICS if they are receiving or want to receive federal mitigation/recovery funds.]

The Incident Command System ensures that every emergency incident has an Incident Commander and appropriate support staff to effectively manage the incident. Initially, the first responder is the Incident Commander who is responsible for identifying and requesting any additional responders and associated support equipment. For example, local Law Enforcement may be the first responder to a traffic accident, which may also require Fire Department responders, Emergency Medical Services, Public Works, and private agencies.

The First Responder to arrive on the scene will be the Incident Commander until a more highly qualified individual arrives and is assigned by the local jurisdiction. Change of Command is then passed on to the new Incident Commander, who then assumes the overall management and coordination of the incident. The Incident Commander can assign one or more deputies to assist in managing the incident by coordinating Operations, Logistics, Planning and Finance sections as the incident changes in scope and complexity.

The Incident Command System will then expand or shrink as necessary during an incident to request and coordinate appropriate resources, manage priorities, as well as recovery and shutdown operations. The Incident Command System is used at all levels of SEMS.

2.4 Management and Control Responsibilities

In Napa County, the emergency management organizations of each incorporated city and Special Districts are responsible for coordination and direction of response and recovery operations within their jurisdictions, while the County emergency management organization will serve in a support role.

The County is responsible for coordinating and directing response and recovery operations in the unincorporated areas of the County, with the cities providing support and mutual aid as needed.



Incorporated Cities and Special Districts must:

- Develop and maintain Annexes consistent with Napa County Multi-Jurisdictional EOP and the State EOP (this Basic EOP serves as the framework for developing the Annex)
- Maintain liaison with neighboring jurisdictions, County OES and other cities
- Designate Multipurpose Staging Areas for the purpose of providing rally points for incoming mutual aid and staging areas for support and recovery operations

If there are City personnel who do not have specific task assignments, they are automatically designated by State Law as Disaster Service Workers during a disaster, and serve in the response effort. "All public employees and all registered volunteers of a jurisdiction having an accredited disaster council are Disaster Service Workers", per the Government Code, Title I, Division 4, Chapter 8, and Labor Code, Part I, Division 4, Chapters 1 and 10.

The term "public employees" includes all persons employed by the State, County, City or public district. Volunteers and other personnel can be quickly registered by OES as Disaster Service Workers, which provides Workers Compensation and liability coverage.

Furthermore, doctors or medical personnel can provide medical services if an emergency has been declared, and if requested by a City of St. Helena Official (California Code 8659).

2.5 City of St. Helena Emergency Management Organization

Per the St Helena Municipal Code, 2.64.070 – Emergency Organization all officers and employees of the City together with those volunteer forces enrolled to aid them during an emergency and all groups, organizations and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 2.64.060(A)(6)(C), be charged with duties incident to the protection of life and property in the City during such emergency, shall constitute the emergency organization of the City of St. Helena.

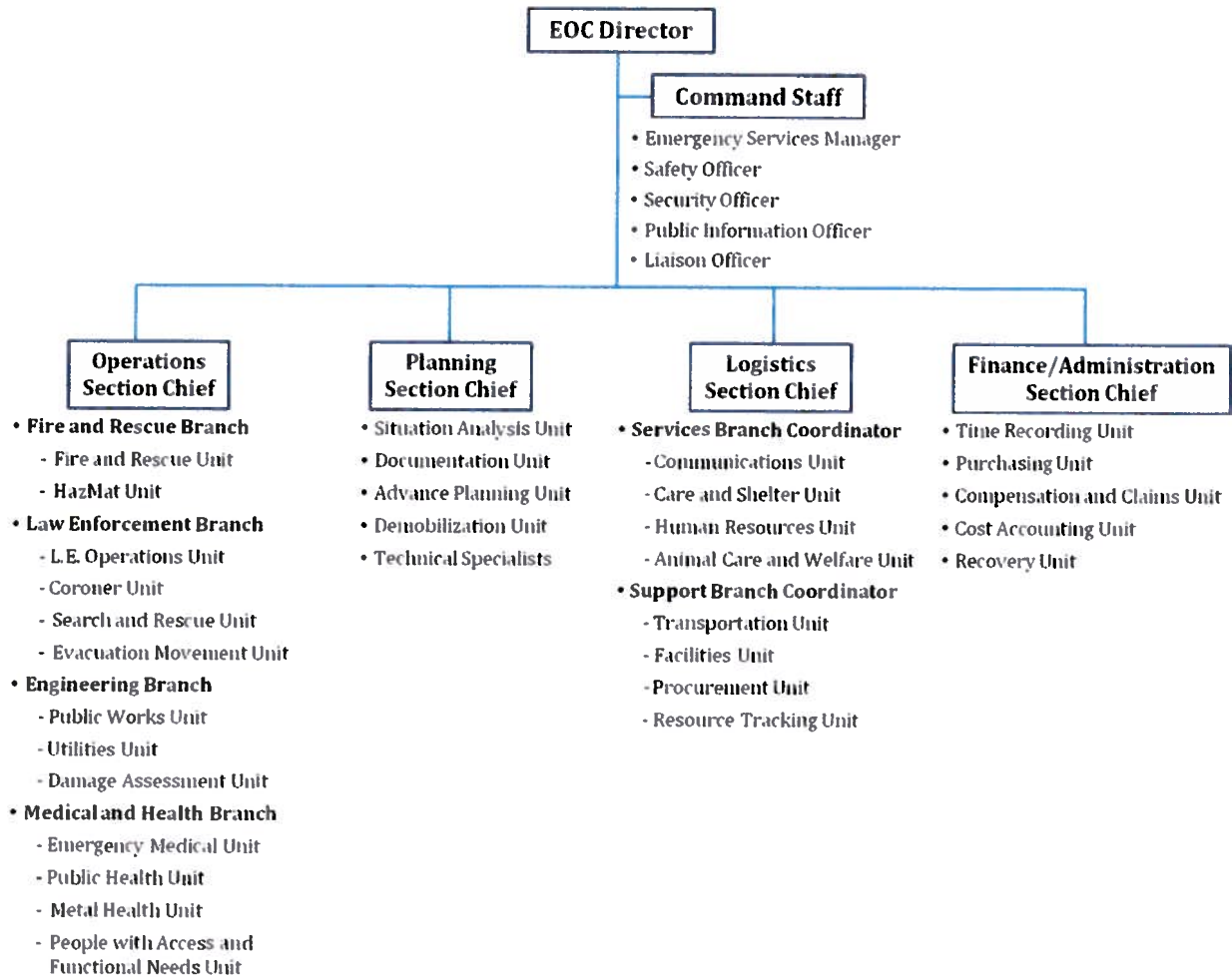
The City's emergency management organization will align with California SEMs and NIMS, as described above. The organization will expand and contract to meet the need of the emergency situation. When fully activated, the Statewide Emergency Management System consists of all jurisdictions from the local to the State level.

This plan incorporates the Standardized Emergency Management/Incident Command Systems (SEMS/ICS) and the National Incident Management System (NIMS) to organize emergency operations. The chart on the follow page shows a standard organizational structure for a typical Emergency Management Organization. Due to the small size of the City of St. Helena, many of the functions identified on the chart are consolidated and require support from neighboring jurisdictions and the County of Napa. The following sections highlight St. Helena's organizational structure.

The City's EOC is located at the Fire Station. The City has no alternative location at this time. The County of Napa's EOC is located at the Napa County Administration Building, 3rd Floor – Board Chambers, 1195 Third Street, Napa.



Standard Emergency Management Organization





Management/Command Staff

Per Section 2.64.050, The City Manager shall be the director of emergency services (EOC Director) and the Police Chief shall be the assistant director of emergency services.

The EOC Director, Assistant EOC Director/Safety & Security Officer (Police Chief), Fire Chief, Liaison, and Public Information Officer, constitute the Management Staff for the Emergency Operations Center. Also known as the Command Staff, this team has overall responsibility for management of the EOC, and provides support and direction for the General Staff.

The Section Chiefs for Operations, Planning, Logistics, and Finance/ Administration constitute the General Staff, and they are responsible for:

- Overseeing the internal functioning of their respective sections
- Interacting with other Section Chiefs, the EOC Director, and other entities within the EOC to ensure the effective functioning of the EOC organization

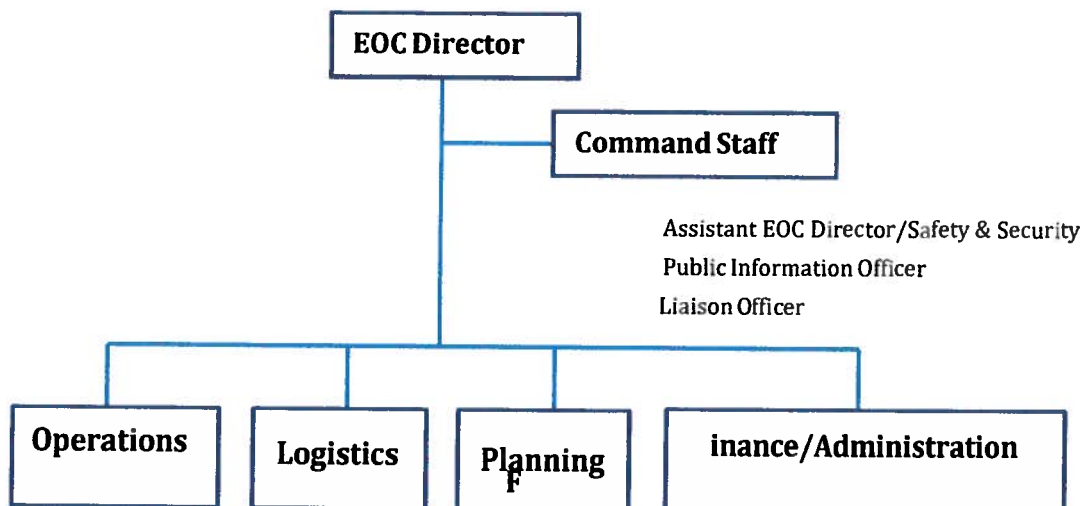
EOC Director (City Manager) manages and coordinates the emergency response.

Assistant EOC Director (Police Chief) assists the Director of Emergency Services in the management and coordination of emergency response efforts and oversee the security of the EOC.

Public Information Officer gathers accurate information and releases it to the public through various media.

Liaison Officer oversees all liaison activities, including coordinating/assisting Agency, Private Sector and Volunteer/Service Programs (VSP) representatives assigned to the EOC and handling requests from other agencies for sending liaison personnel to other EOCs. Liaison Officer also works with and provides support to EOC section chiefs to determine their needs for volunteers, agency representatives and private sector resources to meet their operational requirements.

Legal Advisor (County/City Counsel) checks the legality of various emergency proclamations, writes emergency ordinances and watches out for potential legal liabilities.





Operations Section

The Operations Section is the coordinating link to Fire, Law, Medical, Public Works and Resource Management. This section works to control the direct and immediate effects of a disaster.

Fire and Rescue (Fire Department) puts out fires, rescues trapped and injured persons and manages hazardous materials response (including radioactive material and nuclear fallout).

Law Enforcement (Police Department)

- Enforces laws, controls traffic, manages evacuations and controls access to hazardous areas.
- Contacts County Coroner to collect, identify and store or bury the dead.
- Coordinates with County Search & Rescue Unit for search and rescue operations.
- Coordinates and conducts evacuation and transportation.

Engineering (Public Works)

- Public Works builds, repairs and restores essential structures and utilities. Removes debris; assists in heavy rescue operations; supports law enforcement and fire services personnel in execution of access and perimeter control.
- Utilities coordinates restoration of utility services with utility service companies.
- Damage/Safety Assessment (Building Inspector) inspects damaged structures and posts structures for use.

Medical & Health (Fire Department with assistance from Napa County)

- Emergency Medical treats and transports injured and ill persons, manages medical supplies and resources, and operates casualty collection points.
- Public Health maintains health and safety standards; prevents and controls disease.
- Mental Health helps meet the psychological needs of emergency responders and the public.



Planning Section (Planning Department)

The Planning Section provides the facts and projections that help others make informed decisions. The Planning Section provides:

Situation Analysis by gathering information such as damage assessment and weather predictions makes projections and anticipates further problems.

Documentation by maintaining files and makes copies of all plans and assessment data. Responsible for assembling After Action/Corrective Action (AA/CA) reports for EOC management and as input to the Recovery Plan.

Advanced Planning through the collection, evaluation, and dissemination of information needed to understand the current situation, predict the probable course of ongoing events, prepare alternative strategies, and develop advance and recovery plans.

Demobilization of the EOC by planning for the orderly transition from emergency status to day-to-day status.



Logistics Section (Recreation, Water Conservation, Public Works and Human Resources)

The Logistics Section supports emergency response efforts with the acquisition, tracking, purchasing and distributing of emergency resources.

Services Branch

Communications – water conservation specialist manages communication equipment and the EOC Message Center.

Care and Shelter - works with American Red Cross and their efforts in providing for shelter.

Human Resources (Human Resources Manager): provides staff to support response and recovery operations.

Animal Care & Welfare (Police Department): determines the need for care and shelter of animals displaced, or put at risk, due to an emergency.

Support Branch

Transportation (Public Works) coordinates resources required to move people, equipment and essential supplies.

Facilities (Public Works) provide staff support to layout and activate the Operational Area facilities, including initial activation and setup of the EOC. Also administers each facility (shelter, base, mobilization area, etc.) through a manager assigned at the facility.

Supply/Procurement (Public Works) coordinates the allocation and distribution of essential supplies including food, fuel, health and equipment supplies and coordinates the recovery efforts to include long term housing problems that may result.

Resource Tracking (Public Works) coordinates with the other units in the Logistics Section to capture and centralize necessary resource/ location status information.



Finance/Administration Section (Finance Department)

The Finance/Administration Section manages the financial aspects of the emergency.

Time Recording manages, monitors and maintains time cards for accurate reporting and recovery of personnel costs for response and recovery operations.

Cost Accounting gathers and reports the cost of disaster response and recovery.

Compensation and Claims processes Worker's Compensation Claims received at the EOC. Helps file claims to recover the costs of the disaster.

Purchasing places orders for all supplies and equipment needed to support various Operational Area jurisdictions and agencies. Establishes ordering procedures, and determines times and locations for delivery of supplies and equipment.

Recovery develops recovery plans and strategies for recovery operations after the disaster.

2.6 Emergency Proclamations

If conditions of extreme peril to persons and property exist, based on the recommendation of the City Manager, Police Chief or Fire Chief, or Public Health Officer, the City Council may pass a resolution declaring that a local emergency exists for the City of St. Helena.

This declaration will be made within 10 days of the event if the City and the other members of the Napa Operational Area are to qualify for financial assistance under the State's Natural Disaster Assistance Act. A local emergency may also be declared for the City of St. Helena by the City Manager, Police Chief, Fire Chief, or Public Health Officer, which will be subject to ratification by the City Council within seven days. In addition, the City Council must review, at least every 14 days, the continuing existence of the emergency situation. They must also terminate the emergency declaration at the earliest possible date that conditions warrant.

The Declaration of a Local Emergency gives legal immunities for emergency actions taken by City of St. Helena and its employees.

A local emergency declaration enables the Napa Operational Area and its members to request state assistance under the state Natural Disaster Assistance Act. It also allows the City Manager to establish curfews, take measures necessary to protect and preserve the public health and safety, and exercise all authority granted by local ordinance.

Causes could include, but are not limited to:



Earthquake
Flood
Epidemic
Aircraft Incidents
Hazmat Incidents
Terrorist Incidents

Fire
Major Storms
Dam Failure
Railroad Incidents
Agriculture Incidents
War

The proclamation of a Local Emergency provides legal authority to:

- If necessary, request that the Governor proclaim a State of Emergency
- Put forth orders and regulations to protect life and property, including orders or regulations imposing a curfew within designated boundaries
- Provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements
- Request that State agencies provide mutual aid
- Require the emergency services of any local official or employee
- Requisition necessary personnel and material of any department or agency
- Obtain vital supplies and equipment and, if required immediately, commandeer the same for public use
- Impose penalties for violation of lawful orders
- Conduct emergency operations without facing liabilities for performance or failure of performance (Note: Article 17 of the Emergency Services Act provides for certain privileges and immunities.)

During a disaster, all public employees at the city, county and state level are automatically designated by State Law as Disaster Service Workers. Additionally, other personnel and volunteers may be registered as Disaster Service Workers, which provides workers compensation and liability coverage. To be eligible, a person must sign a loyalty oath to the Federal and State Constitutions.

Following the Declaration of a Local Emergency for the Napa Operational Area, the St. Helena City Council may request that the Secretary of Cal EMA concur and provide assistance under the state Natural Disaster Assistance Act. This Act provides financial assistance for the permanent restoration of public real property other than facilities used solely for recreational purposes when it is damaged or destroyed by a natural disaster.

To qualify for State concurrence in a local emergency, a declaration must be made within 10 days of the occurrence. A copy of the declaration, along with the information compiled in the damage assessment process, must accompany the request for State concurrence.



After the Declaration of a Local Emergency for the City of St Helena and/or the Napa Operational Area, the City Council, City Manager, Police Chief, Fire Chief, or Public Health Officer, having, determined that local forces are insufficient, may request that the Governor proclaim a State of Emergency. The request will be forwarded to the Secretary of Cal EMA with a copy of the local emergency declaration and the damage assessment summary.

The Governor may proclaim an emergency when a disaster or a situation of extreme peril threatens the safety of persons and property within the State and he is requested to do so by local authorities -OR- he finds that local authority is inadequate to cope with the emergency. Whenever the Governor proclaims a State of Emergency:

- Mutual aid shall be rendered in accordance with approved Emergency Plans wherever the need arises for outside aid in any county or city
- The Governor shall, to the extent he deems necessary, have the right to exercise within the area designated all police power vested in the State by the Constitution and the laws of the State of California
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency
- The Governor may suspend the provisions of any regulatory statute or statute prescribing the procedure for conducting State business, or the orders, rules or regulations of any agency
- The Governor may commandeer or use any private property or personnel (other than the media) in carrying out his responsibilities
- The Governor may promulgate, issue and enforce orders and regulations as he deems necessary

State of War Emergency

Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, plus: All State agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor made or given within the limits of his authority as provided for in the Emergency Services Act.

3 CONCEPT OF OPERATIONS

3.1 Principles of Operations

This Emergency Operations Plan is designed to effectively and efficiently organize and coordinate the City's response to major emergencies by:

- Managing and coordinating emergency operations the City of St. Helena.
- Coordinating resources within the City.
- Coordinating mutual aid within the City.
- Resolving and prioritizing conflicting requests for support.
- Requesting and allocating resources from outside the City.



3.2 Prioritizing Operations

The priorities that guide decision making within the EOC environment are as follows:

1. Save human lives
2. Protect property
3. Provide for the needs of survivors
4. Provide public information
5. Preserve government
6. Restore essential services
7. Protect and restore the environment

3.3 Notifications

Notification is the process of communicating the need to respond to an emergency to the appropriate emergency response services. The Police Department Dispatch continuously monitors both the California Law Enforcement Telecommunications System (CLETS), for law enforcement and terrorist activity, and the National Warning System (NAWAS) for both natural and human caused disasters which might affect the City of St. Helena, Napa County or surrounding areas. Dispatch maintains an Emergency Recall List to alert and activate its emergency response personnel, as well as to notify emergency management personnel of potential hazards and disasters.

3.4 Activation Levels

The material included in the City's Basic EOP is necessary for ongoing preparedness activities, including training, exercising, and ongoing development of planning materials (e.g., policies and SOPs). During an actual emergency, the essential purpose of the plan is to guide emergency management personnel in activations to, operations in, and demobilization from the EOC and in other functional capacities during an emergency.

Use this EOP during situations that require a response beyond the scope of normal emergency operations. The City's EOC Director will activate the EOP processes when:

- There exists a credible (or recognized) threat to the life, safety or health of citizens in the Napa Operational Area, or a threat to the local environment or economy, such that the OES initiates some level of activation (even if monitoring level) of the EOC in case of, or in expectation of the City Manager designating a LOCAL EMERGENCY.
- The City Manager, or designated representative, has proclaimed a LOCAL EMERGENCY in accordance with the appropriate emergency ordinance.
- The Governor has proclaimed a STATE OF EMERGENCY in an area that includes Napa County.
- The Presidential has declared a NATIONAL EMERGENCY.
- There is a proclamation of a STATE OF WAR EMERGENCY as defined by the California Emergency Services Act.



- There is a terrorist attack warning or the observation of a Weapon of Mass Destruction (WMD).

3.5 Phases of an Emergency

Before an emergency ever occurs, the City is committed to conducting preparedness activities that include: developing plans, training personnel, conducting emergency exercises, educating the public, and arranging to have necessary resources available. In order to remain ready to respond, the City will endeavor keep their emergency communications systems, warning systems and the Emergency Operations Center ready at all times.

If a situation such as an approaching storm or a worsening international situation warrants an increase in readiness, review and update documents, check procedures, increase public information efforts, accelerate training programs and prepare to use emergency resources.

The warning phase could begin with the forecast of a flood, or other natural disaster, or an international crisis which could lead to war. During this phase, responsible agencies and citizens may have to take action, such as warning and evacuating endangered occupants. During this phase, the EOC Director shall place all staff on stand-by and alert the City Council of the situation.

The City's Emergency Organizations will be activated as needed at the direction of the City Manager. If State and possible Federal aid will be needed, the City Manager may proclaim a LOCAL EMERGENCY. Local Emergency proclamation templates are included in the attachments. If a Weapon of Mass Destruction (WMD) or any other terrorist attack appears imminent, the Governor may proclaim a STATE OF WAR EMERGENCY.

If there is no warning, the first response is usually by a field unit. The responding field units then summon additional field units and they establish a field command post with an Incident Commander in charge. The Incident Commander may then decide to increase the level of response and notify the City Manager who will activate this Plan.

See Levels of Emergencies later in this section for more detail. During this phase, use the EOC position checklists to guide actions.

After the immediate needs of people have been met, the Recovery Phase begins.

Recovery from a major disaster can take months, even years. It is a complex process that can include special legislation, financial entanglements, massive construction programs and, of course, lawsuits. Details on Recovery operations are found in the Recovery Annex to this plan. The information below is provided as a synopsis of key elements of recovery.

The Recovery Phase has the following objectives:

- Reinstatement of individual autonomy.
- Restoration of family unity.



- Provision of essential public services.
- Permanent restoration of private and public property.
- Restoration of normal government operations.
- Restoration of public services.
- Research to uncover residual hazards, advance knowledge of disasters and improve future emergency operations.

As soon as possible, the City Manager will bring together private, local, State, and Federal Agencies to coordinate State and Federal assistance programs and establish support priorities. Disaster assistance will be coordinated through "one-stop" Disaster Application Centers (DAC's), staffed by representatives of Federal, State and local governmental agencies, private service organizations and private companies. If major damage has occurred, a local government recovery group will be formed to coordinate planning and decision making for recovery and reconstruction.

The purpose of hazard mitigation is to keep the hazard from happening again (e.g., eliminating hazmat spills) or to lessen its impact if it does (e.g., reducing impacts from earthquakes). It is also a requirement of Section 406 (minimum Standards for Public and Private Structures) of the Federal Disaster Relief Act of 1974 (Public Law 93-288). Details on mitigation efforts are found in the Mitigation Plan. The information below is provided as a synopsis of key elements of mitigation.

Every disaster can teach us valuable lessons about resiliency, including improved techniques for building construction, land use practices, and emergency response efficiencies. Unfortunately, many of these lessons are soon forgotten and there is a tendency to return to the poor construction, unsafe land use and other shortsighted practices that caused the disaster in the first place. That's why the Federal Disaster Relief Act of 1974 requires safe land use and construction practices as a condition of receiving Federal disaster aid. NIMS stresses the requirements for Corrective Action as a vital part of After Action Reporting following an incident.

3.6 Levels of Emergencies

Generally, emergency response will progress from local to the County, to regional, to State, and finally to Federal involvement. The Napa County Emergency Management has established three levels of emergency response, based on the severity of the situation and the availability of local resources.

Minor to moderate emergencies are managed in a normal manner from a command post at the scene. Local resources are adequate and available; a local emergency may or may not be proclaimed. Both coordination and direction are decentralized: the Emergency Operations Center is not activated and public safety personnel provide necessary support, as established by agreements and ordinances. Police, fire and other responders coordinate via established telephones, radio systems and dispatch centers.

Moderate to severe emergencies are not manageable with just local resources and mutual aid may



be required on a regional or even a statewide basis. A Local Emergency is proclaimed and a State of Emergency might be proclaimed. Multiple County agencies, as well as other jurisdictions, require close coordination of resources, coordination is centralized, and key County personnel meet in the Emergency Operations Center to coordinate emergency response. Their activities can include, but are not limited to:

- Establishing an area-wide situation assessment function.
- Establishing an area-wide public information function.
- Determining resource requirements and coordinating requests for the affected area.
- Establishing and coordinating the logistical systems necessary to support multi- incident management.
- Establishing priorities for resource allocation.

Note that these functions are supplementary to those which may be performed by a single agency or within a single jurisdiction. Direction is decentralized: Incident Command Systems established by local jurisdictions continue to report through local dispatch centers. Agency dispatch centers or liaison personnel provide information to the Emergency Operations Center.

For a major disaster city resources are overwhelmed and extensive State or Federal resources are required. A Local Emergency and a State of Emergency are proclaimed and a Presidential declaration of an emergency or major disaster will be requested.

Emergency operations are centralized. The Emergency Operations Center is activated and all coordination and direction activities are done from there. There may be several incidents and the managers of each incident should report status and resource requests to, and receive direction from, the Emergency Operations Center. During war, the Statewide Emergency Management System will be fully activated and the State will coordinate emergency operations from Sacramento.

3.7 Alert and Warning

Alert and warning is the process by which the public, business, and other local entities are provided information regarding the (potential) emergency, along with instructions as to appropriate actions. The Office of Emergency Services, Sheriff, local Police and local Fire Departments have the primary responsibility in alerting and warning the public within their jurisdictions. Alerting and warning the public may be accomplished through the Emergency Alert System (EAS), City Watch, Cal EMA's Emergency Digital Information System (EDIS), special broadcasts, or simply driving up and down the streets using the public address system.

The City would provide information to the entire community and place extra efforts on providing emergency related information to people with access and functional needs. These more vulnerable citizens include children, those in supportive care institutions (e.g., skilled nursing facilities, hospitals



and assisted care facilities, and those living at home that have some level of disability for which they might need an enhanced level of assistance during an emergency situation. These citizens most often need sufficient time to respond to emergency alert instructions, and thus need to be alerted as soon as possible of a pending emergency.

Along with the normal channels for emergency alerting, the City will provide focused alerting through Nexil, contacts at the school district, and supportive care facilities. Social media and the City's e-newsletter are other tools for disseminating information as well as press releases to the media.

3.8 EOC Operations – Activation and Deactivation

The City's EOC operations uses ICS and SEMS/NIMS protocols to organize, communicate and coordinate its activities. The number of EOC functional positions that are activated depends on the magnitude of the emergency (incident, emergency, or disaster). The specific people that are activated depend on the scope of the emergency; only those branches and units will activate that are needed to address the emergency. Due to the small number of city staff, it is anticipated that anytime the City's EOC is activated, all positions should be activated.

The EOC will coordinate resource requests that originate from the field tactical response efforts in the City. The EOC will also request additional resources from within and outside the county, coordinate public alert systems, support development of consistent and accurate messages to the public, develop strategies for resolution of issues, develop short and long-term action plans, conduct damage assessments, coordinate the recovery and post-disaster mitigation efforts, and conduct other emergency management and coordination support functions that are needed. The EOC will essentially act as the coordinating funnel through which all operational area policy, resources and information will flow.

The City is responsible for coordinating the resources, strategies and policy for any event in the operational area that exceeds the capacity of field tactical responders. Tactical control remains the responsibility of field Incident Commanders at all time. The City Manager, working through the mechanisms of the EOC, provides direction and control over the coordination of multi-department and multi-jurisdictional resources to support the field responders. Policy decisions may be made by the EOC Director that is staffed by the City Manager or designee.

The City's EOC will coordinate resource requests from the local municipalities within the operational area. If requests exceed the supply in the operational area, the Operations Section will provide resources based on established priorities. If resources are not available within the Napa County operational area, requests will be made to the Coastal Region's Regional Emergency Operations Center (REOC) in Oakland, CA. The REOC will coordinate resources obtained from the operational areas throughout the region. If resources are not available in the region, they will request from the State Operations Center (SOC) in Sacramento. If the state cannot supply the



resource, they will request from Federal Emergency Management Agency (FEMA) and other federal agencies.

As the threat to life, property, and the environment dissipates, the EOC Director will consider deactivating the EOC. The EOC Director will direct Section Chiefs to deactivate their sections, ensuring that each unit/branch/section provides its logs and files to the Recovery Unit. The Recovery Unit will organize these materials so they can be archived and/or utilized for the financial recovery process. The Recovery Unit Leader will coordinate the recovery effort, ensuring that all damaged public facilities and services are restored. In coordination with the Emergency Services Coordinator, the Recovery Unit will prepare the After-Action/Corrective Action Report, submitting it to the State's Coastal Region Office of Emergency Services within 60 days of the disaster/event.

4. RECOVERY

In the aftermath of a disaster, many citizens will have specific needs that must be met before they can pick up the thread of their pre-disaster lives. Typically, there will be a need for such services as these:

- Assessment of the extent and severity of damages to public and private property.
- Restoration of services generally available in communities - water, food, medical assistance, utilities and lifelines.
- Repair of damaged homes, buildings and infrastructure.
- Professional counseling when the sudden changes resulting from the emergency have resulted in mental anguish and inability to cope.

Local governments can help individuals and families recover by ensuring that these services are available and by seeking additional resources if the community needs them. Recovery occurs in two phases: short-term and long-term.

4.1 Short-term Recovery

Short-term recovery operations will begin during the response phase of the emergency. The major objectives of short-term recovery operations include rapid debris removal and cleanup, and orderly and coordinated restoration of essential services (electricity, water, and sanitary systems). Short-term recovery operations may include all the agencies participating in the Operational Area that have been impacted by the event.

The goal of short-term recovery is to restore local government to at least a minimal capacity. Short-term recovery includes:

- Utility restoration
- Expanded social, medical, and mental health services



- Re-establishment of city government operations
- Re-establishment of transportation routes
- Debris removal
- Cleanup operations, and abatement and demolition of hazardous structures

Each jurisdiction will coordinate its efforts to restore utility systems and services during recovery operations. Medical services may need to operate from temporary facilities, as necessary. For federally declared disasters, Disaster Assistance Centers may be established by the Federal Emergency Management Agency (FEMA) to assist disaster victims and businesses in applying for grants, loans, and other benefits. In coordination with the American Red Cross, the County and other jurisdictions will provide sheltering for disaster victims until housing can be arranged.

The City will expedite debris removal and cleanup operations. On the basis of the City and other Operational Area jurisdictions' assessments, structures that pose a public safety concern will be repaired or demolished.

4.2 Long-term Recovery

Long term recovery may also begin during the response phase. The goal of long-term recovery is to restore facilities to pre-disaster condition. Long-term recovery includes hazard mitigation activities, restoration or reconstruction of public facilities, and disaster response cost recovery. Each affected jurisdiction will be responsible for their own approach to mitigation, which could include zoning variances, building codes changes, plan reviews, seismic safety elements, and other land use planning techniques.

Long term recovery can include:

- Coordinated delivery of social and health services.
- Improved land use planning.
- Improved Solano Operational Area Emergency Operations Plan.
- Re-establishing the local economy to pre-disaster levels.
- Recovery of disaster response costs.
- Effective integration of mitigation strategies into recovery planning and operations.
- Repair and replacement of infrastructure.

With public safety a primary concern, rapid recovery may require adjustments to policies and procedures to streamline the recovery process. Hazard mitigation actions will need to be coordinated and employed in all activities by all jurisdictions in order to ensure a maximum reduction of vulnerability to future disasters. The actions are outlined in the Napa County Hazard Mitigation Plan. The County, Operational Area jurisdictions, and special districts will strive to restore essential facilities to their pre-disaster condition by retrofitting, repairing or reconstructing them during long-term recovery operations.



4.3 Recovery Operations Organization

The City's recovery operations will continue to be managed according to the ICS structure. Responsible entities will change as the response evolves into the recovery phase of the emergency. The Recovery ICS will be managed and directed by the City Manager. Recovery issues involving Operational Area jurisdictions and special districts will be coordinated and managed between the City Manager and designated representatives. Each Operational Area jurisdiction and special district will appoint a Recovery Manager to be the single point of contact for their respective recovery operations.

On a regularly scheduled basis, the City Manager will convene meetings with department directors, key individuals, and representatives from affected jurisdictions and special districts and from the private sector. These meetings will be held to make policy decisions collectively. They will also be used to obtain and disseminate information regarding completed and ongoing recovery operations.

4.4 Recovery Damage and Safety Assessment

Recovery Damage and Safety Assessment is the basis for determining the type and amount of state and/or federal financial assistance necessary for recovery. An Initial Damage Estimate is developed during the emergency response phase to support a request for a gubernatorial proclamation and for the State to request a presidential declaration.

For the City, the detailed damage and safety assessment will be completed by the Planning and Public Works Departments. The administrative and operational divisions of special districts will, in most cases, complete the detailed damage assessment for their respective areas of responsibility.

During the recovery phase, this assessment is refined to a more detailed level. This detailed damage and safety assessment will be needed to apply for disaster financial assistance programs and to manage them if they are approved. The mitigation priorities outlined in the Napa County Hazard Mitigation Plan will be utilized in this process.

4.5 Documentation

Documentation is the key to recovering eligible emergency response and recovery costs. Damage assessment documentation will be critical in establishing the basis for eligibility of disaster assistance programs. Under the State Natural Disaster Assistance Act (NDAA), documentation is required for damage sustained to the following:

- Public buildings
- Levees
- Flood control works
- Irrigation works
- County roads



- City streets
- Bridges
- Other public works

Under federal disaster assistance programs, documentation must be obtained regarding damages sustained to:

- Roads
- Water control facilities
- Public buildings and related equipment
- Public utilities
- Facilities under construction
- Recreational and park facilities
- Educational institutions
- Certain private non-profit facilities

Debris removal and emergency response costs incurred by the affected entities should also be documented for cost recovery purposes under the federal programs. The documenting information should include the location and extent of damage, and estimates of costs for: debris removal, emergency work, and repairing or replacing damaged facilities to a non-vulnerable and mitigated condition. The cost of compliance with building codes for new construction, repair, and restoration will also be documented. The cost of improving facilities may be provided under federal mitigation programs.

Documentation is key to recovering expenditures related to emergency response and recovery operations. For each jurisdiction and special district, documentation must begin at the field response level and continue throughout the operation of their Emergency Operations Center as the disaster unfolds.

4.6 After Action/Corrective Action Reporting

The Standardized Emergency Management System (SEMS) regulations require any city, city and county, or county declaring a local emergency for which the Governor proclaims a State of Emergency, to complete and transmit an After Action Report to Cal EMA within 90 days of the close of the incident period. SEMS/NIMS integration requires this report to include Corrective Actions, so this report is now called the After Action/Corrective Action (AA/CA) Report.

The AA/CA report will provide, at a minimum, the following:

- Response actions taken
- Application of SEMS
- Suggested modifications to SEMS
- Necessary modifications to plans and procedures
- Training needs



- Recovery activities to date
- Corrective Actions to resolve identified issues or problems

The AA/CA report will serve as a source for documenting the City's emergency response activities, and identifying areas of concern and successes. It will also be utilized to develop a work plan for implementing improvements. The AA/CA report will be a composite document for all SEMS levels, providing a broad perspective of the incident, referencing more detailed documents, and addressing all areas specified in regulations.

It will include an overview of the incident, including enclosures, and will also address specific areas of the response, if necessary. It will be coordinated with, but not encompass, hazard mitigation. Hazard mitigation efforts may be included in the "recovery actions to date" portion of the AA/CA report.

Data for the AA/CA report will be collected from EOC Log Sheets and Reports, RIMS documents, and other documents developed during the disaster response. The most up-to-date form, with instructions, can be found on RIMS.

4.7 Recovery Roles and Responsibilities

For Federal Disasters, the Administrator of the Federal Emergency Management Agency is responsible for hazard mitigation actions under the Federal/State Agreement. The Regional Administrator, in coordination with the Governor's Authorized Representative, shall:

- Provide for a Joint Federal/State/Local Hazard Mitigation Team to survey the affected area and plan for hazard mitigation.
- Appoint a Hazard Mitigation Coordinator to serve on the team.
- Discuss hazard mitigation with local, State and Federal officials.
- Coordinate with the State Hazard Mitigation Coordinator.
- Administer Section 406.
- Make sure hazard mitigation is actually done.
- Provide technical advice and assistance.
- Encourage State and local governments to adopt safe zoning and construction standards.
- Ensure that Federal efforts are in addition to local and State efforts.
- Encourage initiative by State and local governments.
- After floods, follow FEMA Floodplain Management Regulations.

For State declared disasters, The Governor will appoint a representative from the Office of Emergency Services to be the Governor's authorized representative. This person will be responsible for State hazard mitigation activities under the Federal/State Agreement. The Governor's authorized



representative will also work with Federal agencies to ensure State and local participation in hazard mitigation planning.

The State Hazard Mitigation Coordinator, along with the Governor's authorized representative, shall:

- Arrange for consultations on the findings and recommendations from the joint survey and shall follow up to ensure that timely and adequate local and State hazard mitigation actions are taken.
- Provide funding or technical assistance to eligible applicants.
- Arrange for State inspection or audit to verify compliance with approved hazard mitigation measures.

Final Report - Upon completion of approved hazard mitigation activities in accordance with the Federal/State Agreement, submit a final report of compliance with hazard mitigation requirements by State and local governments through the Governor's authorized representative to the Federal Emergency Management Agency Regional Secretary for review and acceptance.

- Accomplish hazard mitigation planning in accordance with the Federal/State Agreement.
- Provide advice and assistance on hazard mitigation measures to applicants, private organizations and individuals.
- Evaluate or have the applicant evaluate the natural hazards in the disaster area and make mitigation recommendations.
- Follow up with applicants to ensure that, as a condition for any grant or loan under the Act, hazard mitigation actions are indeed taken.
- Follow up with applicants to ensure that hazard mitigation plans are submitted (not later than 180 days after the emergency declaration) to the Federal Emergency Management Agency Regional Secretary for concurrence.
- Review and update disaster mitigation portions of emergency plans as needed.

For locally declared disasters, the City's authorized representative is responsible for local performance of hazard mitigation measures under the terms of the Federal/State Agreement. The applicant's authorized representative, in coordination with the Governor's authorized representative shall:

- Appoint a Local Hazard Mitigation Coordinator to work with the Federal/State Hazard Mitigation Team.
- With respect to any project application, submit adequate assurance that required hazard mitigation measures have been taken or will be completed.
- To the extent of legal authority, implement and enforce land use regulations and such construction practices which are agreed upon as conditions for Federal Emergency



Management Agency grants or loans. Applicants may request State or Federal advice or assistance in taking these actions.

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