



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

**Councilmember Pitts will be participating via phone from:
Sestiere di Dorsoduro 1295
Venice, Italy*

St. Helena City Council

Meeting

June 28, 2016

6:00 PM Regular Meeting

Vintage Hall Board Room – Second Floor

465 Main Street, St. Helena

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person’s comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.
- 5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

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

6. Consideration and proposed approval of Regular Meeting Minutes of June 14, 2016

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

7. Consideration and proposed approval of a resolution cancelling the St. Helena Public Library's Strategic Planning Project and Redirection of \$22,388 Tweed Trust Funding to Supplement Library Materials Budget in Fiscal Year 2016/17

CEQA Status: Not a CEQA Project
Prepared By: Chris Kreiden, Library Director
Recommendation: Adopt

8. Consideration and proposed approval of a resolution approving a one-year agreement with MarinIT to provide information technology services for a total not to exceed amount of \$68,500 for FY 2016/17

CEQA Status: Not a CEQA Project
Prepared By: April Mitts, Finance Director
Kathy Robinson, Human Resources & IT Director
Recommendation: Adopt

9. Consideration and proposed approval of a resolution accepting the work and directing the filing of the Notice of Completion for the Mitchell Drive Sidewalk, Capital Improvement Project R-76

CEQA Status: Categorically Exempt, Section 15304, Minor Alteration to Land and Section 15061, "Common Sense" Exemption
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

10. Consideration and proposed approval of a resolution approving a Professional Services Agreement in the amount of \$33,715 with URSA Engineering for the Louis Stralla Water Treatment Plant Backup Generator Diesel Fuel Tank Replacement

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

11. Consideration and proposed approval of a resolution increasing the cumulative total amount of all Master Professional Service Agreements Project Work Orders from \$250,000 to \$500,000, annual total not exceeding \$250,000

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

Recommendation: Adopt

12. Consideration and proposed approval of a resolution for implementation of Government Accounting Standards Board (GASB 54) fund balance reporting and governmental fund type definitions and delegate authority to assign fund balance to the City Manager

CEQA Status: Not a CEQA Project

Prepared By: Mandy Kellogg, Administrative Services Manager

Recommendation: Adopt

13. Consideration and proposed approval of a resolution approving the extension of the contract for library automation services with the County of Solano and the authorizing the St. Helena City Manager to extend the agreement

CEQA Status: Not a CEQA Project

Prepared By: Chris Kreiden, Library Director

Recommendation: Adopt

PUBLIC HEARING:

14. Consideration and proposed approval of a resolution establishing the Annual GANN Appropriation Limits for Fiscal Years 2015-2016 and the Selection of Current Year Adjustment Factors; and consideration and proposed approval of a resolution establishing the Annual GANN Appropriation Limits for Fiscal Years 2016-2017 and the Selection of Current Year Adjustment Factors

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director

Recommendation: Open/close public hearing and adopt resolution

15. Introduction and first reading of an Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code, subject to voter approval

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Recommendation: Open/close public hearing and introduce by title only and waive further reading

NEW BUSINESS:

16. Consideration and proposed approval of a resolution appointing applicants to various boards, commissions and committees:

a. Appointing and filling two terms expiring June 30, 2020 to the Planning Commission

b. Appointing and filling three regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017 to the Active Transportation Committee

c. Appointing and filling four terms expiring June 30, 2018 to the Library Board of Trustees

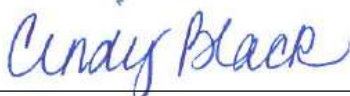
- d. Appointing and filling three terms expiring June 30, 2018 to the Multi-Cultural Committee
- e. Appointing and filling four terms expiring June 30, 2018 to the Parks and Recreation Commission
- f. Appointing and filling three regular terms and one alternate term expiring June 30, 2018 to the Sustainability Committee
- g. Appointing and filling two regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017 to the Tree Committee

Provide additional direction regarding unfilled vacancies

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Appoint and provide additional direction to staff

ADJOURNMENT The next Regular City Council meeting is scheduled for July 12, 2016, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on June 24, 2016.



Cindy Black, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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**Minutes
St. Helena City Council
June 14, 2016**

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Councilmembers Crull, Dohring, Pitts, White, Mayor Galbraith
Absent: None

4. PUBLIC FORUM:

No public comment received.

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

Planning Director Noah Housh reported on the extension of the EIR comment period and Planning Commission holding a study session on the General Plan.

Public Works Director Steve Palmer reported on the upcoming Annual Slurry Seal Project.

Library Director Chris Kreiden reported on Summer Reading Programs and upcoming events.

PRESENTATIONS AND PUBLIC RECOGNITIONS

- 6. Proclamation – June 2016 LGBTQ Pride Month was presented to Haidi Arias and Hannah Cohen**
- 7. Presentation – Marin Clean Energy membership update by Community Power Organizer Alexandra McGee.**

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

8. Consideration and proposed approval of Regular Meeting Minutes of May 24, 2016
CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt
9. Consideration and proposed approval of Resolution 2016-70 accepting bids and awarding contracts to the lowest responsible bidders for furnishing chemicals for Water and Wastewater Treatment Plants in a total amount of \$40,144 for Fiscal Year 2016/17
CEQA Status: Not a CEQA Project
Prepared By: Dan Brunetti, Chief Operator Water Treatment Plant
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt
10. Consideration and proposed approval of Resolution 2016-71 authorizing and approving budget adjustment request transferring \$63,961 from assigned reserves for budget shortfalls due to the resignation of six employees and one retiree who received payouts of their entitled vacation and allowable sick leave accruals. Amounts to be transferred from assigned reserves are: \$45,330 from General Fund, \$5,910 from Water Fund, and \$12,721 from Waste Water Fund.
CEQA Status: Not a CEQA Project
Prepared By: Kathy Robinson, HR/IT Director
April Mitts, Finance Director
Recommendation: Adopt
11. Consideration and proposed approval of Resolution 2016-72 approving a two year agreement with Housing Authority of the City of Napa in an amount not to exceed \$83,149
CEQA Status: Not a CEQA Project
Prepared By: Jennifer Phillips, City Manager
Recommendation: Adopt
12. Consideration and proposed approval of Resolution 2016-73 calling and giving notice of the General Municipal Election to be held in the City of St. Helena on November 8, 2016 and requesting the Board of Supervisors of the County of Napa Consolidate the General Municipal Election with the Statewide Election.
CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt
13. Consideration and proposed approval of Resolution 2016-74 Approving Amendment No. 1 to the Employment Agreement with Jennifer Phillips; proposed amendment including authorization of additional 40 hours of Executive Leave, implementation of a 1% PERS cost sharing agreement and to correct an administrative error
CEQA Status: Not a CEQA Project
Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation: Adopt

14. Consideration and proposed approval of Resolution 2016-75 authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedule for Police Officers Association (POA), Mid-Management, and At-will Employees; and approval of proposed amendments to Unrepresented Compensation Resolution including authorization of additional 40 hours of Executive Leave for At-will employees

CEQA Status: Not a CEQA Project

Prepared By: Jennifer Phillips, City Manager

Recommendation: Adopt

15. Consideration and proposed approval of Resolution 2016-76 authorizing an amendment to the contract between Safety Police Management of the City of St. Helena and the Board of Administration of the California Employees' Retirement System (CalPERS) to include pension cost sharing

CEQA Status: Not a CEQA Project

Prepared By: Mandy Kellogg, Administrative Services Manager

Recommendation: Adopt

16. Consideration and proposed approval of Resolution 2016-77 adopting Schedule of Parks and Recreation Fees, at existing rates, for FY 2016/17

CEQA Status: Not a CEQA Project

Prepared By: Haidi Arias, Recreation Director
April Mitts, Finance Director

Recommendation: Adopt

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

AYES: Councilmembers Crull, Dohring, Pitts, White and Mayor Galbraith

NOES: None

ABSENT: None

PUBLIC HEARING:

17. Consideration and proposed approval of Resolution 2016-78 approving the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 128 (90 Dahlia St., St Helena, CA. APN. 009-431-001)

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

Recommendation: Adopt

Director of Public Works, Steve Palmer reported on the Item.

Mayor Galbraith opened the public hearing.

No public comment Received.

Mayor Galbraith closed the public hearing.

Vice Mayor White moved to approve a resolution authorizing the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 128 (90 Dahlia St., St Helena, CA. APN. 009-431-001). The motion was seconded by Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Pitts, Dohring and Mayor Galbraith

NOES: None

ABSENT: None

NEW BUSINESS:

18. Consideration and proposed approval of Resolution 2016-79 approving use of Affordable Housing Trust Funds to support Our Town St Helena's construction of a maximum of two very low income houses at 684 McCorkle Avenue for a total maximum cost of up to \$100,000

CEQA Status: This item is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the "General Rule" Section 15061(b)(3), where it can be seen with certainty that the proposed action will have no significant effect on the environment.

Prepared By: Jennifer Phillips, City Manager

Recommendation: Adopt

City Manager Jennifer Phillips reported on Item.

No public comment received.

Councilmember Pitts moved to adopt the resolution approving use of Affordable Housing Trust Funds to support Our Town St Helena's construction of a maximum of two very low income houses at 684 McCorkle Avenue for a total maximum cost of up to \$100,000. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Pitts, Crull, White, Dohring and Mayor Galbraith

NOES: None

ABSENT: None

19. Consideration and proposed approval of Resolution 2016-80 adopting Fiscal Year 2016/17 City of St. Helena Annual Budget

CEQA Status: Not a CEQA Project
Prepared By: Mandy Kellogg, Senior Management Analyst
Recommendation: Adopt

City Manager Jennifer Phillips provided the City Council with an introduction of the Fiscal Year 2016/17 City of St. Helena Annual Budget.

Finance Director April Mitts presented a comprehensive economic and budget overview.

Finance Director April Mitts, Planning and Community Improvement Director Noah Housh, Library Director Chris Kreiden, Recreation Director Haidi Arias, Fire Chief John Sorenson and Acting Police Chief/Sergeant Chris Hartley presented the City Council with their individual proposed department budgets.

Mayor Galbraith requested the City Clerk's unfunded item titled, "Meeting Manager software (\$6,000) City Clerk Transparency web page" be considered for funding. It was the consensus of the City Council for the City Clerk to bring this item back to Council at a later date for consideration.

Bobbi Monnette addressed the City Council.

Councilmember Crull moved to approve a resolution adopting Fiscal Year 2016/17 City of St. Helena Annual Budget. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Pitts, Crull, White, Dohring and Mayor Galbraith

NOES: None

ABSENT: None

20. Consideration to Review of Transactions and Use Taxes Measure and Non-Binding Advisory Measure:

1. Proposed Ordinance of the City of St. Helena Imposing Transactions and Use Taxes
2. Proposed Resolution Ordering the Submission to the Qualified Electors of the City of St. Helena a Measure to Approve a Transactions and Use Taxes Ordinance at the General Municipal Election to be held on Tuesday, November 8, 2016
3. Proposed Resolution Ordering the Submission to the Qualified Electors of the City of St. Helena a Non-Binding Advisory Measure Regarding Use of Transactions and Use Taxes Proceeds at the General Municipal Election to be held on Tuesday, November 8, 2016

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

City Manager Jennifer Phillips reported on this item.

Bobbi Monnette addressed the City Council.

The City Council directed staff to move forward with the Transactions and Use Taxes Measure only and not the Non-Binding Advisory Measure.

ADJOURNMENT

Mayor Galbraith adjourned the meeting at **8:54 p.m.**

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 28, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution canceling the St. Helena Public Library's Strategic Planning Project and the Redirection of \$22,388 Tweed Trust Funding to Supplement Library Materials Budget in Fiscal Year 2016/17

CEQA Status: Not a CEQA Project

Prepared By: Chris Kreiden, Library Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

On October 14, 2014, the St. Helena City Council approved Resolution No. 2014-72 (Approving Use of Tweed Trust Funds for Library Strategic Planning Project and Making Associated Budget Adjustments and Contract Arrangements). This resolution approved a budget adjustment in the 2014/15 fiscal year which added \$25,620 to Fund 384 and authorized City staff to enter into a service contract with Yolanda Cuesta of Cuesta MultiCultural Consulting that was signed on April 28, 2015. During the budget planning process for Fiscal Year 2015/16, and before the strategic planning process could progress beyond strategizing, many changes occurred at the Library. Besides cuts to the budget, which effected the Library's hours of operation and staffing, there was also a new Library Director.

The goal of this project is to identify the information and cultural needs, interests, and priorities of the community. It is also to review, update, and build on the strategic directions and priorities that resulted from a 2011 visioning process. The needs assessment data collected is to guide the Library's next steps and also its future thinking and development.

The strategic planning project is to consist of three planning sessions, 5 to 7 focus groups, and one community forum. The goal of the focus groups is to reach the broadest cross section of the community, particularly those segments that don't use the Library and are hard to reach and get involved in community and civic affairs.

DISCUSSION

Libraries have been implementing strategic planning to help grapple with changing times and communities. The Internet has had a major impact on how people find and access information. Technology is constantly evolving, affecting libraries and their users. Public libraries are trying to adjust their services to these new realities while still serving the needs of patrons who rely on more traditional resources and services.

In 2011, the St. Helena Library hosted a community workshop attended by over 50 invited community representatives. The result was the identification of several needs and priorities for addressing community goals through library services. These priorities, which have been used in directing the development of new and improved library services, include:

- positioning the library as a “meet your neighbors” destination and center;
- supporting the spectrum of cultures and generations that make up our community;
- having the library’s collections and programs reflect the entire population;
- providing an oasis of calm and civility in a polarized world;
- integrating arts experiences and other types of learning and programming;
- serving as a go-to source for free choice learning for all ages; and
- providing early learning and academic curriculum support.

Have the priorities of our community changed that much in the last five years? A City survey to recognize 2015/16 budget priorities resulted in community members picking early literacy and children’s programs along with academic support for students as their two top priorities for the Library. Early literacy and academic support have guided and will continue to be guiding principles of the St. Helena Library.

Extended hours to offer a convenient space for planned and impromptu gatherings was also identified during the 2011 visioning process as a priority. The City’s and the Library’s operating budgets, however, have not been able to accommodate this. With less staffing, the Library’s hours of operation have had to be cut. This forthcoming fiscal year is no different with another reduction in staff hours though there will be no corresponding decrease in hours of operation.

The original budget for this project was \$25,620. Only one invoice, in the amount of \$3,232, has been generated and paid. There is still \$22,388 encumbered with this contract. If the amount remaining were redirected to be used with the 2016/17 allocation of Tweed Trust Funds for the purchase of library materials, it would lessen the reduction of the almost \$30,000 taken from library materials to balance the Library’s

forthcoming fiscal year budget. In the City's budget priorities survey for Fiscal Year 2015/16, books and media came in third and fourth on the Library's priorities list.

Strategic planning can be very useful in planning for a library's future and for developing needed services when there is adequate funding for these enhancements. Many of St. Helena's current needs are already well know and documented. It would be very beneficial for the St. Helena Public Library to engage in this process in the future when there are adequate resources to follow through on the promises implied by the strategic planning process.

FISCAL IMPACT

There has been no progress beyond the planning stages of this project. The two strategy meetings already held have been invoiced and paid. According to Section 19 of the agreement between the City of St. Helena and Cuesta MultiCultural Consulting "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."

RECOMMENDED ACTION

The St. Helena Library Board of Trustees recommends that the St. Helena City Council cancel the City's contract with Cuesta MultiCultural Consulting and the monies still encumbered be redirected for the use of Library Materials in Fiscal Year 2016/17.

ATTACHMENTS

Attachment A: Agreement for Consultant Services with Yolanda Cuesta.

Attachment B: Resolution No. 2016-

**CITY OF ST. HELENA
RESOLUTION NO. 2014-72**

**APPROVING USE OF TWEED TRUST FUNDS FOR LIBRARY STRATEGIC PLANNING PROJECT AND
MAKING ASSOCIATED BUDGET ADJUSTMENTS AND CONTRACT ARRANGEMENTS.**

RECITALS

- A. To continue to be relevant and effective in our community, the St. Helena Public Library needs to develop a service vision that stakes out an innovative position addressing future expectations related to customer-service quality and satisfaction.
- B. Library staff has proposed engaging the services of a consultant who specializes in strategic planning for libraries using the process called Planning for Results developed by the Public Library Association.
- C. A suitable consultant who has a specialty in conducting community-based needs assessments that reach all groups in diverse communities has been identified.
- D. The Library Board of Trustees has recommended use of Tweed Trust funds to finance this project.

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

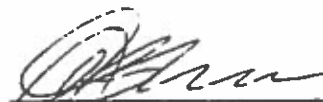
- 1. Adopts resolution approving use of Tweed Trust funds for Library Strategic Planning Project and making associated budget adjustments and contract arrangements.
- 2. Approves a budget adjustment adding \$25,620 to fund 384 in the current fiscal year (14/15).
- 3. Authorizes City staff to enter into a service contract with Yolanda Cuesta as consultant to this project.

Approved at a regular meeting of the St. Helena City Council on October 14, 2014 by the following vote:

Ayes: Councilmembers Pitts, White, Sculatti, Crull and Mayor Nevero
Noes: None
Absent: None
Abstain: None

Approved:

Attest:


Ann Nevero
Mayor




Cindy Black
City Clerk

ST. HELENA PUBLIC LIBRARY STRATEGIC PLANNING PROJECT CONSULTANT FEES	
Project Planning 1 day @ \$1500/day	\$1,500
Needs Assessment • Focus Groups (5-7) 5 days @ \$1500/day = \$7500 • Community Forum 3 days @ \$1500/day = \$4500	\$12,000
Strategic Planning Process • 2 Community Planning Committee Meetings (4 days @ \$1500/day) = \$6,000 • 1 Staff Planning Session (3 days @ \$1500/day) = \$4,500	\$10,500
Travel Expenses (federal rates) 6 trips @ \$91 mileage/trip = \$546 3 nights lodging @ \$160 each = \$480 Meals @ \$66/day for 9 days = \$594	\$1,620
TOTAL PROJECT COSTS	\$25,620

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on 4/28, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Yolanda Cuesta of Cuesta MultiCultural Consulting (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Library Strategic Planning Project.

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 A, "Project Consultant Fees", attached hereto and made a part hereof. Total compensation shall not exceed \$25,620.00, unless additional compensation is approved in accordance with Section 2.

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

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.

C. Notwithstanding the foregoing, Consultant may use the Work Product or parts of the Work Product for limited marketing purposes (e.g. submission as a sample product in RFP submissions or in marketing or training materials).

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: Yolanda J. Cuesta
MultiCultural Consulting
6648 Lake Park Drive
Sacramento, CA 95831

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: Yolanda J. Cuesta
Name: Yolanda J. Cuesta
Title: Consultant

City:

By: Jennifer Phillips
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

CITY OF ST. HELENA
RESOLUTION NO. 2016-

**Approving the Cancelation of the St. Helena Public Library's
Strategic Planning Project and Redirection of Tweed Trust Funding
to Supplement Library Materials Budget in Fiscal Year 2016/17**

RECITALS

- A. On October 14, 2014, the St. Helena City Council approved Resolution No. 2014-72 approving use of Tweed Trust Funds for the Library Strategic Planning Project and making associated budget adjustments and contract arrangements; and
- B. This resolution approved a budget adjustment in the 2014/15 fiscal year which added \$25,620 to Fund 384 and authorized City staff to enter into a service contract with Yolanda Cuesta of Cuesta MultiCultural Consulting; and
- C. Only work, in the amount of \$3,232, has been completed and paid for.

RESOLUTION

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

- 1. Adopt resolution approving the cancelation of the City of St. Helena's contract with Cuesta MultiCultural Consulting; and
- 2. Adopt resolution approving the monies still encumbered be redirected for the use of the Library and for Library Materials in Fiscal Year 2016/17.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

CITY OF ST. HELENA
RESOLUTION NO. 2016-

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Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

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Report to the City Council
Council Meeting of June 28, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a one-year agreement with MariniT to provide information technology services for a total not to exceed amount of \$68,500.00 for FY 2016/17

**CEQA Status
or Action:** Not a CEQA project

Prepared By: April Mitts, Finance Director 
Kathy Robinson, Human Resources & IT Director

Approved By: Jennifer Phillips, City Manager 

DISCUSSION

The City has contracted with MariniT for the past four years to provide 24/7 network support as well as workstation/desktop maintenance. The City has been satisfied with the services provided and wishes to contract again with MariniT for period of one year beginning July 1, 2016 through June 30, 2017. An informal solicitation of proposals was conducted in 2012 and MariniT was selected from this process.

FISCAL IMPACT

Funds for this agreement were included in the adopted FY 2016/17 budget. \$60,000.00 has been approved from 101/561/571-4000-2130 and \$8,500.00 has been approved from 101/561/571-4000-2335.

RECOMMENDED ACTION

Approve Resolution approving the Agreement with MariniT for a total not to exceed amount of \$68,500.00 and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

1. Resolution Approving a Consultant Services Agreement with MariniT
2. Consultant Services Agreement with MariniT

CITY OF ST. HELENA
RESOLUTION NO. 2016-

APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH MARIN IT

RECITALS

- A. The City desires to hire a Consultant to furnish professional services on a limited and "as needed" basis in connection with information technology support services; and
- B. MarinIT has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

- 1. The City Council approves the Agreement with MarinIT for a total not to exceed amount of \$68,500.00; and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on June 28, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services on a limited and "as needed" basis in connection with information technology support 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

- A. Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** incorporated into this Agreement, defining further the scope of Consultant's scope of Services hereunder.
- B. **Complementary Construction.** This Agreement and its Exhibits are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing City with the broader scope of services shall have precedence.
- C. **Modifications.** Exhibit A may not supplement, contradict or qualify the terms of this Agreement, except as listed below and initialed by the City Manager or the City Attorney.

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 A "Scope of Services"**, attached hereto and made a part hereof.

Total compensation shall not exceed \$68,500.00 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. 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 Consultant's breach of this Agreement and/or 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 breach and/or 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. In addition, Consultant shall have no responsibility or liability for the selection, retention or acts and/or omissions of third parties retained by the City.

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: MarinIT
366 Bel Marin Keys Blvd., Suite D
Novato, CA 94949

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. 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. If such notice is given, Consultant shall cease immediately all work in progress.

B. 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 [HIRING OF PERSONNEL]

The City will not recruit any personnel assigned by Consultant to perform any services of any kind until one year after the completion of the applicable services, including initiating personal contact for the purpose of hiring, but not including responding to unsolicited applications.

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Exhibit A, "Scope of Services"



366 Bell Marin Keys Blvd
Suite D
Novato, CA 94949
415 842 3275 Tel
415 842 3270 Fax
www.marinlt.com

Information Technology Support Agreement - 7/1/2016 to 6/30/2017

Project: Network Support
From: David Cooper
Date: April, 2016

To: Jennifer Phillips
1480 Main Street
St. Helena, CA 94574

Jennifer,

Marin IT, Inc. is pleased to provide you with our proposal to perform 24x7 network support as well as workstation / desktop maintenance for the City of St. Helena.

Marin IT, Inc Responsibilities

As part of this agreement it is our understanding that we will be responsible for any support required for the City of St. Helena to continue daily operations including but not limited to:

- Desktop virus software updates / maintenance
- Maintenance of desktop OS patches
- Local user account maintenance
- Hardware maintenance – Not including equipment, or replacement parts
- Mail client support
- VPN client support (If applicable)
- Firewall maintenance
- Router & Switch configuration / maintenance
- Assistance with installation of new equipment / applications
- Monitor local backup systems – Suggest corrective measures if system not functioning correctly
- Local windows domain maintenance (If applicable) including local name resolution, server troubleshooting, and assistance of local security policies
- Availability to assist with design and integration of new applications into local network – Example scheduling software, credit card processing
- Desktop / Misc. troubleshooting

Marin IT technicians are expected to work with the City of St. Helena in supporting the network.

- Marin IT will provide a ticketing system to log and track all service requests
- For an additional charge Marin IT will provide a 24 hour pager number to reach technicians in the event of system failure after hours. Once a page is received, a

Marin IT, Inc. Proprietary & Confidential

City of St. Helena - Technology Support

technician will return the call as soon as possible, and no later than 1 hour after the page is received.

In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of St. Helena representative prior to proceeding with the work.

The designated lead MarinIT support technician for the City of St. Helena will be Anthony Biasi. Anthony's responsibilities will be to co-ordinate support services for the City as well as delegate tasks to other Marin IT support personal as needed.

Client Responsibilities

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- The City of St. Helena will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client/building tenants are responsible for providing any client access devices, laptops, MDC, smart phones, pda's, etc.

Change / System Upgrade Process

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all City of St. Helena locations to support facilities operations.
- This agreement can be amended (if applicable supplemental agreement can be produced) to include phone system support assuming Marin IT is factory authorized dealer of the system installed.

Pricing/Rate Schedule/Invoicing

This proposal is meant to provide support for the City of St Helena but does not include special projects. Any additional projects will be chargeable at the discounted rate described below or at standard Marin IT billing rates. This agreement does not include hardware. Any equipment which will be needed to perform any maintenance tasks is not included and can be provided by Marin IT, Inc., for additional cost.

Our total charge for this service will be \$60,000 broken into 12 monthly payments of \$5,000. This rate includes 12 hours of regular on-site service each week during the term of the agreement. Hours for support services in excess of the regularly scheduled hours will be invoiced at a discounted rate of \$105 per hour (Marin IT's standard rate for support services is \$125 per hour). The rates noted here are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime, nights, weekends or holidays will be billed at 1 ½ times the regular rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$110 to \$250 per hour.

Managed/Hosted Services Charges

Marin IT currently provides hosted data backup services in addition to Email SPAM/Virus filtering. Monthly recurring charges vary slightly based on the amount of data sent to the cloud, and the total number of email accounts we protect. The estimated annual costs for these separately billed services shall not exceed \$8500.00.

Payment shall be made within 30 days of the date of invoice. Invoices will include the date of service and a description of the services rendered. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties and Limitations of Liability

Warranties. Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Liability. CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY

MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Termination of Agreement

- **Discretionary.** After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

-
- **Return of Documents.** Upon termination, any and all documents or materials provided to Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of St. Helena representative as soon as possible, but not later than thirty (30) days after termination.

Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit away employees or consultants of the other party.

Thank you for your consideration,

David Cooper

Marin IT, Inc.

Accepted By: _____

Name: _____

Date: _____

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Report to the City Council
Council Meeting of June 28th, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution accepting the work and directing the filing of the Notice of Completion for the Mitchell Drive Sidewalk, Capital Improvement Project R-76

CEQA Status: Categorically Exempt, Section 15304, Minor Alteration to Land and Section 15061, "Common Sense" Exemption

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

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

Previously, the City received Transportation Development Act (TDA) grant funding in the amount of \$107,278 to fund design and installation costs for constructing a new sidewalk along Mitchell Drive. Because the cost of the project was estimated to be more than the grant money received, the City subsequently allocated the additional amount of \$18,722 from the Gas Tax Fund in the 5 Year Capital Improvement Program and Fiscal Year 2015/2016 budget.

In August 2015, City Staff solicited design and engineering proposals from the engineering consultants that have Master Professional Service Agreements with the City. Staff received an acceptable proposal from Green Valley Consulting Engineers and executed a Project Work Order to complete the engineering design work.

On February 23, 2016 the City Council approved the Plans, Specifications; authorized the bid for the Mitchell Drive Sidewalk Project Capital Improvement Project R-76, and made findings that the project is categorically exempt from the California Environmental Quality Act. The Project installed a new sidewalk along the north side of Mitchell Street and provided a connection to the downtown corridor for pedestrians on Mitchell Drive.

On April 12, 2016, the City Council awarded the project to AAA Concrete Construction in the amount of \$87,400, who was the lowest responsive bidder and on May 12, 2016, and authorized the Director of Public Works to approve change orders not to exceed

15% of the contract amount. The Director of Public Works/City Engineer provided AAA Concrete with a Notice-to-Proceed effective on Tuesday May 17, 2016.

AAA Concrete Construction has completed all work required by the contract, and the Project is ready for acceptance and filing of the Notice of Completion (NOC).

DISCUSSION

During construction there was one Change Order issued by the Director of Public Works/City Engineer. The Change Order was issued to address the existing paving condition and the grades of the existing pavement compared to the new grade of curb and gutter. The Change Order directed AAA Concrete Construction to remove an additional 5 feet of pavement for the length of the project area, which totaled 1,567 square feet of additional new pavement. The total cost for this change was \$9,590, which is within the Director of Public Works' approval authority of 15% of the contract amount as previously authorized by City Council. AAA Concrete Construction has completed the work; and the sidewalk, cross walks, curb ramps and road along Mitchell Drive is available for public use.

FISCAL IMPACT

Including the Change Order, the total construction contract amount was \$96,900. The Project is funded through the Capital Improvement Project R-76 which is funded through a TDA Grant and Gas Tax Funds.

The Project Expenditure summary is provided in the table below:

Phase	Amount
Preliminary Engineering & Design	\$ 14,526
Construction management/inspection	\$ 12,700
Construction Contract	\$ 96,900
TOTAL COST	\$ 124,126

The total project CIP cost of \$124,126 is within the approved project budget of \$126,000 and there is no need for an additional budget adjustment.

RECOMMENDED ACTION

Adopt the attached Resolution to accept the work and direct the filing of the Notice of Completion for Mitchell Drive Sidewalk R-76.

ATTACHMENTS

1. Resolution
2. Notice of Completion

CITY OF ST. HELENA
RESOLUTION NO. 2016-_____

**ACCEPTING THE WORK AND DIRECTING THE FILING OF THE NOTICE OF
COMPLETION FOR THE MITCHELL DRIVE SIDEWALK, CAPITAL IMPROVEMENT
PROJECT R-76**

RECITALS

- A. On April 12, 2016, City Council awarded a contract for the Mitchell Drive Sidewalk, Capital Improvement Project R-76 to AAA Concrete Construction in the amount of \$87,400 and
- B. The Public Works Director/City Engineer authorized one Change Order in the amount of \$9,590, bringing the full contract amount to \$96,900; and
- C. AAA Concrete Construction completed the work in accordance with the contract documents for the project; and
- D. If no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any amount due will be released to AAA Concrete Construction.

RESOLUTION

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

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

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Recording Requested By:

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

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

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

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

- 1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.
- 2 The full name and address of the undersigned owner and of any and all co-owners are:

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

- 3 On the 28th day of June, 2016, there was completed upon the hereinafter described real property a work of improvement as a whole and described as follows: **Mitchell Drive Sidewalk Capital Improvement Project R-76**

- 4 The name of the original contractor for the work of improvement as a whole was: **AAA Concrete Construction.**

- 5 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: **Mitchell Drive between Oak Avenue and St James Court**

- 6 The street address of the property is: **Mitchell Drive at Oak Street to Mitchell Drive at St. James Court, St. Helena, California 94574.**

By: _____

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

Steven Palmer, Public Works Director/City Engineer

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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Report to the City Council
Council Meeting of June 28th, 2016

Agenda Section: Consent Calendar

Subject: Consideration and proposed approval of a resolution approving a Professional Services Agreement in the amount of \$33,715.00 with URSA Engineering for the Louis Stralla Water Treatment Plant Backup Generator Diesel Fuel Tank Replacement

CEQA Status: Categorically Exempt, Section 15301 Existing Facilities

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

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The aboveground diesel fuel tank that serves the backup generator at the Louis Stralla Water Treatment Plant is over 25 years old and has exceeded its useful life. The tank and its supply and return fuel lines are corroded, show significant signs of wear, and should be replaced as soon as possible.

DISCUSSION

Supporting the Chief Plant Operator, the Public Works Project Manager released a Request for Proposals (RFP) on April 6, 2016. The RFP was posted on the City's website, and circulated with local contractors and on local Builders Exchanges. On April 22, 2016, The Public Works Project Manager received four proposals which were reviewed by the Project Manager and Chief Plant Operator. Proposal cost summaries are included in the table below.

Proposal	Price
Able Maintenance Inc.	\$36,999.00
J.E. Burke Construction	\$40,950.00
MJK Construction	\$46,988.00
URSA Engineering	\$33,715.00

URSA Engineering's proposal was the lowest cost proposal received and included all the procedures, equipment and components required in the RFP. Additionally URSA Engineering has satisfied the City's requirements for insurance.

FISCAL IMPACT

The work will be paid from the Water Treatment Plant Equipment Maintenance budget. The funds for the work have been budgeted across the 2015/2016 and 2016/2017 fiscal years. The table below details the split between the fiscal years. \$21,000 will be encumbered from the adopted FY 2015/16 budget and \$12,715 will be charged to the adopted FY2016/17 budget.

Fiscal Year	Amount	Account Number
2015/16	\$21,000	561-5034-2315
2016/17	\$12,715	561-5034-2315

RECOMMENDED ACTION

Adopt attached resolution authorizing the City Manager to execute a Professional Services Agreement with URSA Engineering in the amount of \$33,715.00 for the Louis Stralla Water Treatment Plant Back-up Generator Diesel Fuel Tank Replacement.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH URSA
ENGINEERING IN THE AMOUNT OF \$33,715 FOR THE LOUIS STRALLA WATER
TREATMENT PLANT BACKUP GENERATOR DIESEL FUEL TANK REPLACEMENT**

RECITALS

- A. The Louis Stralla Water Treatment Plant has an aboveground diesel fuel tank that serves the backup generator; and
- B. The existing aboveground diesel fuel tank is over 25 years old, shows significant signs of wear and corrosion, and needs to be replaced; and
- C. In accordance the City Ordinance for Purchasing General Services and Equipment City Staff released a Request for Proposals to solicit fuel tank replacement services on April 6, 2016; and
- D. On April 22, 2016, City Staff received four proposals and found the proposal from URSA Engineering to be the best value to the City; and
- E. URSA Engineering has meet the City's insurance requirements; and
- F. The project is funded through the Water Treatment Plant's 2015/16 and 2016/17 Fiscal Year Operating Budget.

RESOLUTION

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

1. The City Manager is authorized to execute the Professional Services Agreement with URSA Engineering in the amount of \$33,715 for the Louis Stralla Water Treatment Plant Backup Generator Diesel Fuel Tank Replacement.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on May 17th, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and URSA Engineering (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Louis Stralla Water Treatment Plant Back-up Generator Diesel Fuel Tank 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 \$33,715.00, 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:

Kevin Post
URSA Engineering
3963 Eastside Road
Redding, CA 96001

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:

City:

By: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Exhibit A-1 Scope of Work

Louis Stralla Water Treatment Plant Diesel Generator Fuel Tank Replacement

Project Description

Located at 410 Crystal Springs Road, the Louis Stralla Water Treatment Plant's back-up generator fuel tank will be replaced with a new 500 gallon diesel fuel tank meeting UL 2028 specifications. The existing fuel tank and fuel in existing tank and lines will be collected and disposed of in accordance with local, state and national regulations, acquiring the appropriate hazardous waste permits when necessary. Pollution and debris from activities, including but not limited to pressure washing and fuel removal will be contained on site and removed for proper disposal in accordance with the City of St. Helena's Municipal Storm water Permit.

Task 1 Diesel Fuel and Tank Removal and Disposal

- Prepare Cal OSHA approved site safety plan
- Notify Napa Environmental Health Dept./City of St. Helena Fire Department
- Existing diesel fuel to be pumped out by licensed hazardous waste hauler (Ashbury Environmental)/manifested as hazardous waste.
- Existing 500 gallon AST interior to be pressure washed with 5000P PSI/350 degree furnace fired pressure washer. Wastewater be collected and disposed as hazardous waste.
- Existing 500 gallon AST to be inerted with 15 pounds of CO2/dry ice/LEL Levels to be obtained as per attached CUPA Tank Closure Certification/CHP requirements for transportation.
- Certify LEL/flammability levels less than 10%/oxygen less than 10%.
- Provide Certificate of Disposal/Tank Cleaning Certificate/CUPA Certificate/Hazardous Waste Manifest.
- Required equipment: crane, pressure washer, vacuum truck, service truck.

Task 2 Replacement Tank Installation

- Shall install (1) 500 Gallon Containment Solutions UL 2028 Rated Vault Tank with 30 year warranty
- Furnish and install Hilti TZ seismic rated anchor bolts as required
- Provide drawings and specifications required for City of St. Helena Building Department permit and County of Napa Environmental Health Division Permit. All permits to be obtained prior to commencing with installation of new tank. Additionally, Napa County Fire and St. Helena Fire Department requirements will be met.
- New diesel generator fuel to be supplied by City of St. Helena

Task 2.1 Supply and Return Fuel Piping Replacement

- Existing suction and return piping to be disconnected and fuel contents to be drained/pumped from existing lines and disposed of as hazardous waste and manifested.
- Disconnect existing ½ inch schedule 40 steel suction piping and fittings and ¾ inch schedule 40 piping/drain lines and dispose of in accordance with Napa County Environmental Health Division Requirements.
- Furnish and install ½ inch schedule 40 steel black suction pipe and fittings and ¾ inch schedule 40 black return piping and fittings.
- Connect all new piping to existing generator and new tank
- Task System and clean work area.

Task 3 System Start up and Commissioning

- Startup of generator system to include running the generator under load for 1 hour
- City to be provided with all operating manuals and warranties for new equipment. Contractor shall conduct a training session for City Operators on the use of the new system.

Exhibit B-1

Fee Schedule

Task	Description	Cost
1	Diesel Fuel and Tank Removal	\$13,106.15
2	Replacement Tank Installation	\$13,106.15
2.1	Fuel Supply and Return Piping Replacement	\$2,877.00
3	System Start-up and Commissioning	\$4,625.70
Not to Exceed Total Project Cost		\$33,715.00

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on May 17th, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and URSA Engineering (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Louis Stralla Water Treatment Plant Back-up Generator Diesel Fuel Tank 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 \$33,715.00, 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: Kevin Post
URSA Engineering
3963 Eastside Road
Redding, CA 96001

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:

City:

By: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Exhibit A-1 Scope of Work

Louis Stralla Water Treatment Plant Diesel Generator Fuel Tank Replacement

Project Description

Located at 410 Crystal Springs Road, the Louis Stralla Water Treatment Plant's back-up generator fuel tank will be replaced with a new 500 gallon diesel fuel tank meeting UL 2028 specifications. The existing fuel tank and fuel in existing tank and lines will be collected and disposed of in accordance with local, state and national regulations, acquiring the appropriate hazardous waste permits when necessary. Pollution and debris from activities, including but not limited to pressure washing and fuel removal will be contained on site and removed for proper disposal in accordance with the City of St. Helena's Municipal Storm water Permit.

Task 1 Diesel Fuel and Tank Removal and Disposal

- Prepare Cal OSHA approved site safety plan
- Notify Napa Environmental Health Dept./City of St. Helena Fire Department
- Existing diesel fuel to be pumped out by licensed hazardous waste hauler (Ashbury Environmental)/manifested as hazardous waste.
- Existing 500 gallon AST interior to be pressure washed with 5000P PSI/350 degree furnace fired pressure washer. Wastewater be collected and disposed as hazardous waste.
- Existing 500 gallon AST to be inerted with 15 pounds of CO2/dry ice/LEL Levels to be obtained as per attached CUPA Tank Closure Certification/CHP requirements for transportation.
- Certify LEL/flammability levels less than 10%/oxygen less than 10%.
- Provide Certificate of Disposal/Tank Cleaning Certificate/CUPA Certificate/Hazardous Waste Manifest.
- Required equipment: crane, pressure washer, vacuum truck, service truck.

Task 2 Replacement Tank Installation

- Shall install (1) 500 Gallon Containment Solutions UL 2028 Rated Vault Tank with 30 year warranty
- Furnish and install Hilti TZ seismic rated anchor bolts as required
- Provide drawings and specifications required for City of St. Helena Building Department permit and County of Napa Environmental Health Division Permit. All permits to be obtained prior to commencing with installation of new tank. Additionally, Napa County Fire and St. Helena Fire Department requirements will be met.
- New diesel generator fuel to be supplied by City of St. Helena

Task 2.1 Supply and Return Fuel Piping Replacement

- Existing suction and return piping to be disconnected and fuel contents to be drained/pumped from existing lines and disposed of as hazardous waste and manifested.
- Disconnect existing ½ inch schedule 40 steel suction piping and fittings and ½ inch schedule 40 piping/drain lines and dispose of in accordance with Napa County Environmental Health Division Requirements.
- Furnish and install ½ inch schedule 40 steel black suction pipe and fittings and ½ inch schedule 40 black return piping and fittings.
- Connect all new piping to existing generator and new tank
- Task System and clean work area.

Task 3 System Start up and Commissioning

- Startup of generator system to include running the generator under load for 1 hour
- City to be provided with all operating manuals and warranties for new equipment. Contractor shall conduct a training session for City Operators on the use of the new system.

Exhibit B-1

Fee Schedule

Task	Description	Cost
1	Diesel Fuel and Tank Removal	\$13,106.15
2	Replacement Tank Installation	\$13,106.15
2.1	Fuel Supply and Return Piping Replacement	\$2,877.00
3	System Start-up and Commissioning	\$4,625.70
Not to Exceed Total Project Cost		\$33,715.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
6/1/2016

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 ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME	
	PHONE (916) 939-1080	FAX (916) 939-1085
INSURED URSA ENGINEERING, INC. 3963 EASTSIDE DRIVE REDDING, CA 96001	INSURER(S) AFFORDING COVERAGE	
	INSURER A: LIBERTY SURPLUS	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

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

PROD LTR	TYPE OF INSURANCE	PROD LTR	PROD LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONT. POLL.			UVEDE479130115	10/12/15	10/12/16	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (E.L. Occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						PRODUCTS - COM/CP AGG \$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS MADE						COMBINED SINGLE LIMIT (E.L. Occurrence) \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BOODY INJURY (Per person) \$
A	PROF. LIAB/ E&O			UVEDE479130115 RETRO: 9/12/96	10/12/15	10/12/16	BOODY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE \$
							OTH. \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$1,000,000 OCCURRENCE
							\$2,000,000 AGGREGATE

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

RE: LOUIS STRALLA WATER TREATMENT PLANT/DIESEL GENERATOR FUEL TANK REPLACEMENT
THE CITY OF ST. HELENA, ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES AND
VOLUNTEERS ARE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY
COVERAGE. PRIMARY WORDING AND 30 DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER

CITY OF ST. HELENA
CITY MANAGER
1480 MAIN STREET
ST. HELENA, CA 94574
ATTN/ CHRISTINA COOK

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MONTE JOHNSON INS
PO BOX 128
TULELAKE, CA 96134
1-530-667-5656

PROGRESSIVE
COMMERCIAL

Policy number: 02092141-3

Underwritten by:
United Financial Casualty Company
May 26, 2016
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured CITY OF ST. HELENA 1480 MAIN ST ST HELENA, CA 94574	URSA ENGINEERING 3963 EASTSIDE RD REDDING CA 96001	MONTE JOHNSON INS PO BOX 128 TULELAKE, CA 96134

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 28, 2016

Policy Expiration Date: Feb 28, 2017

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$2,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$500,000 Combined Single Limit
Employer's Non-Owned Auto BIPD	\$2,000,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	\$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2014 RAM RAM CHASSIS 350 3C7WRBAJ2EG294111

Medical Payments	\$5,000
Comprehensive	\$500 Ded
Collision	\$500 w/Waiver Ded

Certificate number

14716A10141

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-05-2016

GROUP:
 POLICY NUMBER: 9141770-2015
 CERTIFICATE ID: 13
 CERTIFICATE EXPIRES: 10-01-2018
 10-01-2015/10-01-2016

CITY OF ST. HELENA CITY MANAGER
 1480 MAIN ST
 SAINT HELENA CA 94574-1854

NF

JOB: LOUIS STRALLA WATER TREATMENT PLANT

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2016-05-05 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 CITY OF ST. HELENA CITY MANAGER

ENDORSEMENT #1800 - POST, DEBBIE SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #1800 - POST, KEVIN PRESIDENT - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2015 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2018-05-05 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 CITY OF ST. HELENA CITY MANAGER

EMPLOYER

URSA ENGINEERING INC
 3883 EASTSIDE RD STE 15
 REDDING CA 96001

NF

{P11,NJ}

PRINTED : 05-05-2016



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

9141770-15
RENEWAL
NF
3-00-09-41
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE MAY 5, 2016 AT 12.01 A.M.
AND EXPIRING OCTOBER 1, 2016 AT 12.01 A.M.

URSA ENGINEERING INC

3963 EASTSIDE RD STE 15
REDDING, CA 96001

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF ST. HELENA CITY MANAGER

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

URSA ENGINEERING INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MAY 9, 2016

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



ENDORSEMENT AGREEMENT
ADDITIONAL INSURED EMPLOYER

9141770-15
RENEWAL
NF
3-00-09-41
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE MAY 5, 2016 AT 12.01 A.M.

URSA ENGINEERING INC

3963 EASTSIDE RD STE 15
REDDING, CA 96001

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT

CITY OF ST. HELENA CITY MANAGER

IS HEREBY NAMED AS AN ADDITIONAL INSURED EMPLOYER ON THIS
POLICY BUT ONLY AS RESPECTS EMPLOYEES WHOSE NAMES APPEAR ON
THE PAYROLL RECORDS OF

URSA ENGINEERING INC

(HEREIN CALLED THE PRIMARY INSURED) WHILE THOSE EMPLOYEES
ARE ENGAGED IN WORK UNDER THE SIMULTANEOUS DIRECTION AND
CONTROL OF THE PRIMARY INSURED AND THE ADDITIONAL INSURED
EMPLOYER.

IT IS FURTHER AGREED THAT THE PAYMENT OF THE FULL PREMIUM
DUE AND PAYABLE UNDER THIS POLICY SHALL REMAIN THE SOLE
RESPONSIBILITY OF THE PRIMARY INSURED.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MAY 9, 2016

0015


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

MONTE JOHNSON INS
PO BOX 128
TULELAKE, CA 96134

PROGRESSIVE
COMMERCIAL

CITY OF ST HELENA
1480 MAIN ST
ST HELENA, CA 94574

Policy number: 02092141-3

Underwritten by:
United Financial Casualty Company
Insured: URSA ENGINEERING
May 27, 2016
Policy Period: Feb 28, 2016 - Feb 28, 2017

Mailing Address

United Financial Casualty Company
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

CITY OF ST HELENA
1480 MAIN ST
ST HELENA, CA 94574

The person or organization named above is an **Insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We also agree with you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$2,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 02092141-3

Issued to (Name of Insured): URSA ENGINEERING

Effective date of endorsement: 05/26/2016

Policy expiration date: 02/28/2017

Form 1198 (01/04)

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Report to the City Council
Council Meeting of June 28th 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution increasing the cumulative total amount of all Master Professional Service Agreements Project Work Orders from \$250,000 to \$500,000, annual total not to exceed \$250,000

CEQA Status: Not a CEQA Project

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

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

BACKGROUND

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

In 2015, City Staff followed a Request for Qualification (RFQ) process to select consultants for MPSAs. This MPSA process has allowed City staff to more efficiently hire consultants by performing one RFQ for multiple service types that can be used for multiple projects. The MPSA does not authorize or guarantee work for consultants. It is possible that depending on City needs, some consultants will not be issued Project Work Orders and will therefore not work for the City.

Under this MPSA process, City staff requests proposals from two or three consultants from the MPSA list to perform a specific task. Once the most qualified firm is selected, a Project Work Order can be used to initiate the work. The formal contract language is included in the MPSA whereas the scope and fee are included in the Project Work Order.

The City Council approved MPSAs with the following consultants on August 11, 2015:

1. Brelje & Race
2. West Yost Associates
3. Bennett Engineering Services

4. GHD
5. Green Valley Consulting Engineers
6. Coastland
7. Interwest Consulting Group
8. RGH Consultants
9. Geosphere Consultants
10. LSA Associates, Inc.
11. M - GROUP
12. AES
13. BKF
14. Albion Surveys, Inc
15. TJKM

At the time of the approval of the MPSAs, the City Council authorized the City Manager to approve each Project Work Order in the amount of \$50,000 or less, and up to a cumulative sum of \$250,000. Between August 11, 2015 and June 28, 2016, thirteen (13) Project Work Orders were authorized with MPSA consultants totaling \$247,630; essentially reaching the \$250,000 cap. Due to the current \$250,000 restriction, the City Manager can no longer authorize Project Work Orders with MPSA consultants until City Council approves an increase to the cumulative sum allowed by existing resolution 2015-94.

DISCUSSION

The MPSA has been an effective mechanism for City Staff to hire essential consulting services required to execute projects. In the last 10 months, the Public Works Department has used MPSAs to execute engineering and design services, plan check and development review staff augmentation, engineering and surveying for capital improvement projects, geotechnical testing for construction and engineering projects, and engineering support for the utility rate study, among other needed services. For example, Project Work Orders were utilized for multiple Capital Improvement Projects including the Charter Oak Sewer Replacement Construction Management and Inspection (CIP S-68); Mitchell Drive Sidewalk Design Engineering and Construction Management and Inspection (R-76), Pavement Rehabilitation Project Design Engineering, Construction Management and Inspection (R-74); Holmes Tank Upgrades Geotechnical Evaluation (CIP W-86) and the Pope Street Bike Lanes Project (CIP R-30).

This last year of activity has authorized \$247,630 of the approved \$250,000 of work allowed under the current MPSA Resolution adopted by City Council on August 11th 2015. In order for staff to continue to use the MPSA as a mechanism to hire essential consulting services needed to execute Public Works projects, City Council must approve a resolution authorizing an increase to the existing cumulative cap of the total combined spend from all MPSA services.

FISCAL IMPACT

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

The maximum amount of each individual Project Work Order is \$50,000. Project Work Orders will be approved by the City Manager.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt the attached resolution which approves an increase of an additional \$250,000 to the cumulative sum of all Work Orders authorized under the MPSA agreement. This brings the total work authorized under the MPSA program to \$500,000.

ATTACHMENTS

1. Resolution

CITY OF ST. HELENA

RESOLUTION NO. _____

**INCREASING THE CUMULATIVE TOTAL AMOUNT OF ALL PROJECT
WORK ORDERS FROM \$250,000 TO \$500,000**

RECITALS

- A. The scope and ongoing nature of the City's Capital Improvement Project work requires that staff continue to use consultant services; and
- B. Utilizing Master Professional Service Agreements (MPSA) streamlines the consultant selection process and allows Project Work Orders for specified scopes of services; and
- C. Continuing the MPSA Program Provides Significant Value and Efficiency to the City of St. Helena; and
- D. City Council Resolution 2015-94 authorized a cumulative total amount of \$250,000 of all Project Work Orders, and City Staff executed Project Work Orders totaling \$247,630 through June 28th 2016, essentially reaching the maximum amount allowed by City Council Resolution 2015-94.

RESOLUTION

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

- 1. The cumulative sum of Project Work Orders, authorized under Resolution 2015-94 is increased from \$250,000 to \$500,000.
- 2. The City Manager is authorized to approve and execute each Project Work Order in an amount of \$50,000 or less.
- 3. The Finance Director is authorized to pay all proper claims for work performed under each Project Work Order.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 28, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution implementation of Government Accounting Standards Board (GASB 54) fund balance reporting and governmental fund type definitions and delegate authority to assign fund balance to the City Manager

**CEQA Status
or Action:** Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Manager

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The Government Accounting Standards Board (GASB) is responsible for issuing accounting statements that prescribe how governments should report their financial information in the Comprehensive Annual Financial Report (CAFR). The city's financial statements must be prepared in accordance with these GASB statements in order to receive a "clean" opinion from the City's auditing firm. Receiving a "clean opinion" is very important to the readers of the City's financial statements such as bond rating agencies, government oversight agencies and the citizens of St. Helena.

DISCUSSION

In February 2009, GASB issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54). The objective of the Statement is to improve the usefulness, including understandability, of governmental fund balance information. It provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. It also clarifies the existing governmental fund type definitions to improve comparability of governmental fund financial statements and help financial statement users better understand the purposes for which governments have chosen to use particular funds for reporting.

GASB 54 Statement Fund Balance Classifications:

- 1) Non-spendable fund balance – Includes amounts of assets that are not in a spendable form, such as prepaid items or long-term notes and loans

- 2) Restricted fund balance – Amounts constrained for specific purposes by external entities. The limitations on use can be imposed by creditors, grantors, or contributors as well as by constitutional provisions, enabling legislation, laws and government regulations. Developer impact fees, gas tax and public safety tax are examples of revenue enabled by legislation or government regulation for which the unspent balance would be classified as restricted in the fund within which they are accounted.
- 3) Committed fund balance – Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council.
- 4) Assigned fund balance – Amounts there is expressed intent for use, but formal account to commit has not been taken. Upon approval of the attached resolution the City Council delegates the authority to assign fund balance to the City Manager, for intended specific purposes.
- 5) Unassigned fund balance – All other amounts in the General Fund that are not assigned to one of the four previous categories.

Hierarchy of Expenditures to Classify Fund Balance Amounts

To determine the composition of ending fund balances, City Council needs to establish the order in which restricted and unrestricted (committed, assigned, and unassigned) funds are expended. To this purpose, for expenditures made in any governmental fund, the restricted amounts will be reduced first, followed by the committed amounts, assigned amounts, and then unassigned amounts, unless other legal requirements prevail.

FISCAL IMPACT

There is no financial impact.

RECOMMENDED ACTION

Approve the implementation of fund balance reporting and governmental fund type definitions included in Statement No. 54 issued by the Governmental Accounting Standards Board and delegate authority to the City Manager to assign fund balances.

ATTACHMENTS

1. Resolution No. 2016-____ Approving implementation of Government Accounting Standards Board (GASB) fund balance reporting and governmental fund type definitions and delegate authority to assign fund balance to the City Manager.
2. GASB Statement N. 54 Summary (information only)

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

APPROVING IMPLEMENTATION OF GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB) FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS AND DELEGATE AUTHORITY TO THE CITY MANAGER TO ASSIGN FUND BALANCES

RECITALS

- A. In February 2009 the Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54) to improve the usefulness, including understandability of governmental fund balance information; and
- B. GASB 54 provides more clearly defined fund balance categories and clarifies the existing governmental fund type definitions to provide greater transparency by improving comparability of governmental fund financial statements and to help statement users better understand the purposes for the reporting of a particular fund's use; and
- C. GASB 54 does not impact the overall calculation of fund balances, but alters the components used to report fund balances, taking into consideration the makeup and intended use of the various fund balances; and
- D. The accompanying report details the new fund balance classifications included in GASB 54 and staff recommends that the City Council approve the implementation of these new classifications.

RESOLUTION

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

- 1. The implementation of new fund balance reporting categories included in Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions issued by the Governmental Accounting Standards Board, and summarized below is approved:
 - a. Classifying governmental fund balances as nonspendable, restricted, committed, assigned and unassigned in accordance with the sources of revenue comprising the fund balances.
 - b. Committing fund balances not otherwise restricted in the special revenue funds to the purpose of the fund as specified when established.
 - c. Establishing the hierarchy of expenditures from fund balance to be restricted, committed, assigned, and unassigned.
- 2. Delegate the authority to assign fund balance to the City Manager, for intended specific purposes.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

SUMMARIES / STATUS

SUMMARY OF STATEMENT NO. 54

FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS

(ISSUED 02/09)

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The initial distinction that is made in reporting fund balance information is identifying amounts that are considered *nonspendable*, such as fund balance associated with inventories. This Statement also provides for additional classification as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. The *committed* fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned. Governments are required to disclose information about the processes through which constraints are imposed on amounts in the committed and assigned classifications.

Governments also are required to classify and report amounts in the appropriate fund balance classifications by applying their accounting policies that determine whether restricted, committed, assigned, and unassigned amounts are considered to have been spent. Disclosure of the policies in the notes to the financial statements is required.

This Statement also provides guidance for classifying stabilization amounts on the face of the balance sheet and requires disclosure of certain information about stabilization arrangements in the notes to the financial statements.

The definitions of the general fund, special revenue fund type, capital projects fund type, debt service fund type, and permanent fund type are clarified by the provisions in this Statement. Interpretations of certain terms within the definition of the special revenue fund type have been provided and, for some governments, those interpretations may affect the activities they choose to report in those funds. The capital projects fund type definition also was clarified for better alignment with the needs of preparers and users. Definitions of other governmental fund types also have been modified for clarity and consistency.

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010. Early implementation is encouraged. Fund balance reclassifications made to conform to the provisions of this Statement should be applied retroactively by restating fund balance for all prior periods presented.

How the Changes in This Statement Will Improve Financial Reporting

The requirements in this Statement will improve financial reporting by providing fund balance categories and classifications that will be more easily understood. Elimination of the *reserved* component of fund balance in favor of a *restricted* classification will enhance the consistency between information reported in the government-wide statements and information in the governmental fund financial statements and avoid confusion about the relationship between reserved fund balance and restricted net assets. The fund balance classification approach in this Statement will require governments to classify amounts consistently, regardless of the fund type or column in which they are presented. As a result, an amount cannot be classified as restricted in one fund but unrestricted in another. The fund balance disclosures will give users information necessary to understand the processes under which constraints are imposed upon the use of resources and how those constraints may be modified or eliminated. The clarifications of the governmental fund type definitions will reduce uncertainty about which resources can or should be reported in the respective fund types.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.



**Report to the City Council
Council Meeting of June 28, 2016**

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving the extension of the contract for library automation services with the County of Solano and the authorizing the St. Helena City Manager to extend the agreement

CEQA Status: Not a CEQA Project

Prepared By: Chris Kreiden, Library Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

In 1996 the City of St. Helena entered into contract with the County of Solano for the provision of library automation services. This agreement helped result in a consortium known as SNAP (Solano Napa and Partners), which was a partnership between Solano County Library, Napa County Library, Benicia Public Library, Napa Valley College Library, Solano Community College Library, and the St. Helena Public Library. Since that time the Solano County Library's automation department, based in Fairfield, has managed the St. Helena Public Library's integrated library system which includes digitized collection and patron information management, online access to the library's catalog, and the acquisitions and cataloging modules of the library's computer maintenance software. The contract for services includes staffing for system support, database management, equipment, hardware and software, vendor licenses, subscriptions to electronic databases, etc.

This arrangement not only allowed the St. Helena Public Library to provide computerized library service at a fraction of the amount it would cost to do so in-house, it also created new resource sharing opportunities by joining St. Helena with other public and academic libraries in Napa and Solano counties. As of July 1, 2016 Napa County Library, Napa Valley College Library, and Solano Community College Library will no longer be a part of the SNAP consortium. The remaining partners, which include Solano County Library, Benicia Public Library, and Dixon Public Library, will continue to share their collections and resources but will instead be known as SPLASH (Solano Partner Libraries and St. Helena).

The cost of the consortium is shared equally by all partner libraries based on a formula that calculates population served, collection size, and library usage data. The St. Helena Public Library will now be paying 6.83% of the total contract amount.

DISCUSSION

Besides providing an Integrated Library System (ILS), St. Helena's partnership in SPLASH provides easier access to a larger collection of materials for the users of the St. Helena Library. Besides the 74,000 items owned by St. Helena, they have direct access to the 764,600 owned by the other members of the SPLASH consortium. Napa County Library and its partners would only have provided access to an additional 235,000. In a sample survey conducted in June of 2015, St. Helena Library staff discovered that 14% of items that St. Helena received were only owned by a Napa County branch while 43% were unique to Solano or one of the other SPLASH partners.

This amendment makes no major changes to the current contract between the City of St. Helena and the County of Solano beyond extending the term of the contract to June 30, 2017 and changing the term "SNAP" (Solano Napa and Partners) to the new acronym "SPLASH" (Solano Partner Libraries and St. Helena). The last substitution being a reflection of the changes that have occurred to the consortium in the last year.

The City Manager should be allowed to execute future amendments to this contract with Solano County if there are no major changes to the terms of the contract beyond the routine, for example the extension of time for which the contract is in place. The Library Director reviews services periodically and would inform the City Manager if terms of the contract were not being met. Any new contract between the City of St. Helena and the County of Solano would go before the City Council for approval.

FISCAL IMPACT

The amount of \$56,818 has already been approved for Fiscal Year 2016/17.

RECOMMENDED ACTION

Adopt resolution directing the City Manager to sign the amendment to the contract with Solano County to provide automation services to the St. Helena Public Library. Also allow the City Manager to sign amendments with no change of terms beyond the extension of the contract's expiration. This will continue seamlessly the St. Helena Library's partnership with Solano County Library and the other members of SPLASH.

ATTACHMENTS

1. Resolution
2. Contract

CITY OF ST. HELENA

RESOLUTION NO. 2016-

**Approving an Extension of contract for library
automation services with the County of Solano**

RECITALS

- A. In 1996, the City of St. Helena entered into contract with the County of Solano for the provision of library automation services; and
- B. This contract provides an ILS (Integrate Library System), which helps in the sharing and inventorying of library materials, this contract also provides additional shared resources, including databases, which greatly benefit all partners, these benefits and services are periodically reviewed by the Library Director; and
- C. Since 1996, there have been several contract amendments however all have had no significant changes beyond the extension of the term of contract.

RESOLUTION

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

- 1. Adopt resolution extending the current contract for library automation services with the County of Solano; and
- 2. Adopt resolution allowing City Manager to further extend this contract if there are no change of terms beyond the extension of the contract's expiration.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Attachment 2

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMATION SERVICES TO THE
ST. HELENA PUBLIC LIBRARY BY THE COUNTY
OF SOLANO LIBRARY DEPARTMENT**

This Second Amendment ("Second Amendment") is made on _____, 2016, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") for the exclusive benefit of the Solano County Library, and the City of St. Helena on behalf of its Public Library.

1. Recitals

- A. The parties entered into an agreement dated December 12, 2012 (the "Agreement"), in which the Solano County Library agreed to provide automation services to the St. Helena Public Library.
- B. The parties desire to extend the term to allow for a continuation of services.
- C. This Second Amendment represents a twelve month extension of the Term of the Agreement.
- D. The parties agree to amend the Agreement as set forth below.

2. Agreement

A. Term of Agreement

Section 3.0 is amended as follows:

The Term of this Agreement is: December 12, 2012 – June 30, 2017.

B. Scope of Services

The term "SNAP" is deleted throughout the Agreement and replaced with the term SPLASH which is the acronym for "Solano Partner Libraries & St. Helena".

3. Effectiveness of Agreement

Except as set forth in this Second Amendment, all other terms and conditions specified in the Agreement remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

CITY OF ST. HELENA, a General Law
City of the State of California

By _____
Birgitta E. Corsello
Solano County Administrator

By _____
Jennifer Phillips
City Manager

Date _____

Date _____

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

By _____
Bonnie A. Katz
Director of Library Services

By _____
Chris Kreiden
Library Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By _____
County Counsel

By _____
City Attorney



Report to the City Council
Council Meeting June 28, 2016

Agenda Section: Public Hearing

Subject: Consideration and proposed approval of a resolution establishing the Annual GANN Appropriation Limits for Fiscal Years 2015-2016 and the Selection of Current Year Adjustment Factors; and consideration and proposed approval of a resolution establishing the Annual GANN Appropriation Limits for Fiscal Years 2016-2017 and the Selection of Current Year Adjustment Factors

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

State law requires the City to set an appropriation limit after adoption of the annual budget. This limit is commonly known as the "Gann Limit." The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriation limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors are allowed to be used in combination to provide the greatest increase or least decrease in the annual appropriation limit.

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. In June 1990, the people approved Proposition 111, which, among other things, amended the Article XIII-B. The amendment created a new base year of FY 1986-87, allowed annual increases based on the city or county population growth and assessed valuation growth of non-residential property, provides for exclusion of capital expenditures over \$100,000, and requires an annual independent auditor review of the calculations. Statewide reporting guidelines were developed to define and implement the changes and establish the annual audit requirements.

The City's appropriation limit and the appropriations subject to the limit are calculated based on the statewide reporting guidelines and are reviewed by the independent auditor for compliance with the State law and guidelines. The appropriations limit has increased significantly since 1987 by applying the higher of county or city population growth rates and the percentage of non-residential assessed valuation growth. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION

FY 2015-16 Appropriation

In reviewing documents it was found the appropriations limit for FY 2015-16 was not established by City Council resolution.

The appropriations limit for FY 2015-16 is \$43,983,747. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 3.82% in combination with the 2.09% City population growth rate.

The FY 2015-16 appropriations of \$43,983,747 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$35,200,715 or 80.03% under the appropriation limit.

The FY 2015-16 GANN Limit Calculation Sheets and supporting documents are included as Attachment A.

FY 2016-17 Appropriation

The appropriations limit for FY 2016-17 is \$46,915,726. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 5.37% in combination with the 1.23% increase in City population growth rate.

The FY 2016-17 appropriations of \$46,915,726 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$37,788,335 or 80.55% under the appropriation limit.

The FY 2016-17 GANN Limit Calculation Sheets and supporting documents are included as Attachment B.

FISCAL IMPACT

None, since the Appropriation Limit is higher than the Appropriations subject to Limit for both Fiscal Years 2015-16 and 2016-17.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt Resolution No. 2016-____ establishing an appropriation limit for Fiscal Year 2015-2016 and adopt Resolution No. 2016-____ establishing an appropriation limit for Fiscal Year 2016-2017.

ATTACHMENTS

1. Attachment A – FY 2015-16 GANN Limit Calculation Sheet and supporting documentation
2. Attachment B – FY 2016-17 GANN Limit Calculation Sheet and supporting documentation
3. Attachment C – Resolution No. 2016-____ Establishing GANN Limit for FY 2015-16
4. Attachment D – Resolution No. 2016-____ Establishing GANN Limit for FY 2016-17

**CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2015-16**

PROCEEDS OF TAXES	8,783,032
EXCLUSIONS	0
APPROPRIATIONS SUBJECT TO LIMITATION	\$8,783,032
CURRENT YEAR LIMIT	\$43,983,747
OVER (UNDER) LIMIT	(\$35,200,715)
AVAILABLE CAPACITY AS A % OF LIMIT	80.03%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978/79 fiscal year, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2015-16

REVENUE SOURCE			TOTAL
	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	
Property tax	3,135,185		3,135,185
Retail sales/use tax	2,845,237		2,845,237
Transient occupancy tax	1,947,243		1,947,243
Business license tax	149,200		149,200
Real property transfer tax	99,524		99,524
Motor vehicle in-lieu	595,794		595,794
Public Safety Sales Tax		46,160	46,160
Franchise Taxes		182,500	182,500
Charges for Services		1,017,384	1,017,384
Other Revenues		562,071	562,071
SUBTOTAL	\$8,772,183	\$1,808,115	\$10,580,298
PERCENT OF TOTAL	82.91%	17.09%	100.00%
INTEREST INCOME	\$10,849	\$2,236	13,085.00
TOTAL-GENERAL FUND	\$8,783,032	\$1,810,351	\$10,593,383

(excludes interfund transfers & Sales Tax Set-Aside)

**CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2015-16**

PROCEEDS OF TAXES	8,783,032
EXCLUSIONS	0
APPROPRIATIONS SUBJECT TO LIMITATION	\$8,783,032
CURRENT YEAR LIMIT	\$43,983,747
OVER (UNDER) LIMIT	(\$35,200,715)
AVAILABLE CAPACITY AS A % OF LIMIT	80.03%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIIIB of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978/79 fiscal year, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2015/16

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2015-2016 estimated revenues	\$10,593,383
Less:	
Nonproceeds of tax	(\$1,810,351)
Plus:	
User fees in excess of costs	0
Total appropriations subject to limit:	\$8,783,032

APPROPRIATION LIMIT

Fiscal year 2014-2015 appropriation limit:	41,498,079
A. Cost of living adjustment *	1.0382
B. Population adjustment **	1.0209
Change Factor (A x B)	1.0599
Increase in appropriation limit	\$2,485,668
FISCAL YEAR 2015-2016 APPROPRIATION LIMIT	\$43,983,747
REMAINING APPROPRIATION CAPACITY	\$35,200,715
Available capacity as a percent of limit	80.03%

* Based on percentage change in California per capita income.

** Based on annual population change for St. Helena.

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2015-16

REVENUE SOURCE			TOTAL
	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	
Property tax	3,135,185		3,135,185
Retail sales/use tax	2,845,237		2,845,237
Transient occupancy tax	1,947,243		1,947,243
Business license tax	149,200		149,200
Real property transfer tax	99,524		99,524
Motor vehicle in-lieu	595,794		595,794
Public Safety Sales Tax		46,160	46,160
Franchise Taxes		182,500	182,500
Charges for Services		1,017,384	1,017,384
Other Revenues		562,071	562,071
SUBTOTAL	\$8,772,183	\$1,808,115	\$10,580,298
PERCENT OF TOTAL	82.91%	17.09%	100.00%
INTEREST INCOME	\$10,849	\$2,236	13,085.00
TOTAL-GENERAL FUND	\$8,783,032	\$1,810,351	\$10,593,383

(excludes interfund transfers & Sales Tax Set-Aside)

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2002

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2002/2003	0.9873	0.9985	0.9858	32,739,266	32,274,992
2003/2004	1.0231	1.0027	1.0259	32,274,992	33,109,700
2004/2005	1.0328	1.0099	1.0430	33,109,700	34,534,236
2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0209	1.0382	1.0599	41,498,079	43,983,747

**CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2016-17**

PROCEEDS OF TAXES	9,127,391
EXCLUSIONS	0
APPROPRIATIONS SUBJECT TO LIMITATION	\$9,127,391
CURRENT YEAR LIMIT	\$46,915,726
OVER (UNDER) LIMIT	(\$37,788,335)
AVAILABLE CAPACITY AS A % OF LIMIT	80.55%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978/79 fiscal year, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2016-17

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2016-2017 estimated revenues	\$10,591,030
Less:	
Nonproceeds of tax	(\$1,463,639)
Plus:	
User fees in excess of costs	0
Total appropriations subject to limit:	\$9,127,391

APPROPRIATION LIMIT

Fiscal year 2015-2016 appropriation limit:	43,983,747
A. Cost of living adjustment *	1.0537
B. Population adjustment **	1.0123
Change Factor (A x B)	1.0667
Increase in appropriation limit	\$2,931,979
FISCAL YEAR 2016-2017 APPROPRIATION LIMIT	\$46,915,726
REMAINING APPROPRIATION CAPACITY	\$37,788,335
Available capacity as a percent of limit	80.55%

* Based on percentage change in California per capita income.

** Based on annual population change for St. Helena.

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2016-17

REVENUE SOURCE			TOTAL
	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	
Property tax	3,228,760		3,228,760
Retail sales/use tax	2,765,974		2,765,974
Transient occupancy tax	2,264,285		2,264,285
Business license tax	150,735		150,735
Real property transfer tax	102,510		102,510
Motor vehicle in-lieu	601,727		601,727
Public Safety Sales Tax		55,700	55,700
Franchise Taxes		186,150	186,150
Charges for Services		887,718	887,718
Other Revenues		331,922	331,922
SUBTOTAL	\$9,113,990	\$1,461,490	\$10,575,480
PERCENT OF TOTAL	86.18%	13.82%	100.00%
INTEREST INCOME	\$13,401	\$2,149	15,550.00
TOTAL-GENERAL FUND	\$9,127,391	\$1,463,639	\$10,591,030

(excludes interfund transfers & Sales Tax Set-Aside)

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2002

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2002/2003	0.9873	0.9985	0.9858	32,739,266	32,274,992
2003/2004	1.0231	1.0027	1.0259	32,274,992	33,109,700
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2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0123	1.0537	1.0667	41,498,079	43,983,747
2016/2017	1.0123	1.0537	1.0667	43,983,747	\$46,915,726

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

**APPROVING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2015-16 AND THE
SELECTION OF CURRENT FISCAL YEAR ADJUSTMENT FACTORS**

RECITALS

- A. **WHEREAS**, the people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and
- B. **WHEREAS**, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and
- C. **WHEREAS**, the people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and
- D. **WHEREAS**, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and
- E. **WHEREAS**, the Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and
- F. **WHEREAS**, The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2015-16.

RESOLUTION

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

- 1. The annual adjustment factors used to calculate the FY 2015-16 appropriations limit shall be the change in statewide per capita personal income percentage of 3.82% and the change in City population growth rate of 2.09%; and
- 2. The FY 2015-16 appropriation limit shall be \$43,983,747; and
- 3. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

**APPROVING THE ANNUAL GANN APPROPRIATION LIMIT FOR FISCAL YEAR 2016-17
AND THE SELECTION OF CURRENT FISCAL YEAR ADJUSTMENT FACTORS**

RECITALS

- A. **WHEREAS**, the people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and
- B. **WHEREAS**, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and
- C. **WHEREAS**, the people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and
- D. **WHEREAS**, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and
- E. **WHEREAS**, the Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and
- F. **WHEREAS**, The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2016-17.

RESOLUTION

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

- 1. The annual adjustment factors used to calculate the FY 2016-17 appropriations limit shall be the change in statewide per capita personal income percentage of 5.37% and the change in City population growth rate of 1.23%; and
- 2. The FY 2015-16 appropriation limit shall be \$46,915,726; and
- 3. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

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**Report to the City Council
Council Meeting of June 28, 2016**

Agenda Section: Public Hearing

Subject: Introduction and first reading of an Ordinance enacting ½ percent (0.5%) transactions and use sales tax and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code, subject to voter approval

CEQA Status: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City Council at its May 24, 2016 Council meeting considered options for a sales tax measure for the November 2016 ballot. The Council directed staff to return with legislation necessary to place a transactions and use taxes ordinance on the November 8, 2016 ballot. At the June 14, 2016 Council meeting, a discussion occurred, and the Council directed staff to move forward with the Transaction and Use Tax only, without the companion non-binding advisory measure regarding use of such revenues.

DISCUSSION

The City Council is considering placing a measure on the November 8, 2016 ballot that would enable the City's electorate to vote on a transactions and use tax, commonly referred to as a "sales" tax, which would impose a ½ of one percent (0.5%) sales tax increase. All revenues generated by the taxes would be deposited into the City's General Fund for general governmental purposes and could be used to maintain current levels of service, provide funds to maintain the City's long-term financial stability, and provide funding of police, fire, and public works priorities among other uses.

The first step to enact a potential the ½ of one percent (0.5%) sales tax increase is the introduction and first reading of the ordinance adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code. The first reading and introduction is being brought before the City Council as a public hearing. Please note state law does not require a public hearing for this ordinance. However, the City is taking extra measures to provide more notice than required by law for public notification.

City law regarding how the transactions and use tax will impact the taxpayers must be defined by an ordinance before the ballot measure imposing the taxation is offered to the voters. The City of St. Helena does not currently have a Transactions and Use Tax Chapter. Adding a new Chapter to the Municipal Code requires a 2/3rds vote (four affirmative votes) of the City Council. Without the new chapter, the proposed ballot measure cannot move forward.

The adoption of the ordinance only provides the framework for how the Transactions and Use Tax will be implemented. Any new tax must be approved by the voters, and not the City Council, before the tax may actually be imposed and collected. Staff is working to have this measure placed on the November 2016 ballot for approval, which requires a resolution to be adopted by the City Council, if the Council decides to proceed with the proposed ordinance.

Next Steps

1. Once the City Council approves the introduction and first reading of the ordinance by the requisite 2/3rds vote (four affirmative votes) at the June 28, 2016 meeting, the ordinance will then be brought back to the Council on July 12, 2016 for adoption.
2. Once the ordinance is adopted by the requisite vote, the City Council will also consider at the July 12, 2016 meeting the adoption of a resolution providing for the submission of the transaction and use taxes ordinance measure to the St. Helena electorate.
3. The Council will also consider, at the July 12, 2016 meeting, a resolution setting priorities for filing written argument regarding the tax ordinance measure and directing the City Attorney to prepare an impartial analysis for said City measure, for the November 8, 2016 General Municipal Election. The ballot measure question discussed at the June 14, 2016 meeting, which will be in the proposed resolution, is:

"To provide funding to maintain vital City services such as local street maintenance, 911 emergency medical, police and fire response, pedestrian/cyclist/traffic safety, park maintenance, library services, programs for youth and seniors, preserving the City's long-term financial stability and small town character, shall the City of St. Helena adopt a ½ cent transactions and use Tax, generating approximately \$1,400,000 annually with all revenues benefiting the City?"

Yes _____ No _____

FISCAL IMPACT

Based on prior sales tax revenue and future projections, it is estimated that a 0.5% transactions and use tax would generate approximately \$1.4 million in revenue per year for the General Fund.

There are also costs associated with placing the measure on the ballot that must be paid to the Napa County Elections Division. Staff estimates that the cost to place this general tax measure on the November 2016 ballot will be approximately \$15,000.

RECOMMENDED ACTION

Staff recommends the introduction of the Ordinance by title only and waive the first reading.

ATTACHMENTS:

1. Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code

ORDINANCE NO.

**ORDINANCE OF THE CITY OF ST. HELENA
IMPOSING TRANSACTIONS AND USE TAXES**

The people of the City of St. Helena do ordain as follows:

SECTION 1.

A new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code is hereby added as follows:

3.25.010. **TITLE.** This chapter shall be known as the City of St. Helena Transactions and Use Taxes. The City of St. Helena hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

3.25.020. **OPERATIVE DATE.** "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the effective date of this chapter. This chapter relates to the levying and collecting of the City of St. Helena Transactions and Use Taxes authorized pursuant to Revenue and Taxation Code §7285.9 for general purposes, and submitted to the City of St. Helena electorate at an election called for November 8, 2016. If approved by a majority of the electors voting on the measure, then the effective date of this chapter shall be ten (10) days following the date the vote on the measure is declared by the City Council in accordance with Elections Code §9217.

3.25.030. **PURPOSE.** This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose retail transactions and use taxes in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this ordinance which shall be effective if a majority of the electors voting on the measure vote to approve the imposition of the taxes at an election called for that purpose.

B. To adopt retail transactions and use taxes that incorporate provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt retail transactions and use taxes that impose a tax and provide a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California

State Sales and Use Taxes.

D. To adopt retail transactions and use taxes that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.25.040. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use taxes law; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.25.050. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this chapter.

3.25.060. PLACE OF SALE. For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.25.070. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of one half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.25.080. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.25.090. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a). Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(b). Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.25.100. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.25.110. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any City, City and County, or County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a). With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b). With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not

such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax law.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.25.120. AMENDMENTS. All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

3.25.130. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.25.140. VIOLATIONS-PENALTIES. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

SECTION 2.

SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3.

COMPLIANCE WITH CEQA. The City Council hereby finds that the action to adopt this ordinance is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this ordinance may have a significant effect on the environment, and accordingly the adoption of this ordinance is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3). Additionally, the ordinance involves the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment and thus is not a project subject to the requirements of CEQA pursuant to CEQA Guidelines

Section 15378 (b)(4).

SECTION 4.

EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City of St. Helena Transactions and Use Taxes authorized pursuant to Revenue and Taxation Code §7285.9 for general purposes, and submitted to the City of St. Helena electorate at an election called for November 8, 2016. If this ordinance is approved by a majority of the electors voting on the measure, then the ordinance shall become effective ten (10) days following the date the vote is declared by the City Council in accordance with Elections Code §9217.

The foregoing ordinance was introduced before the City Council of the City of St. Helena, at its regular meeting of Tuesday, June 28, 2016, and adopted at its regular meeting held on Tuesday, July 12, 2016, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 28, 2016

Agenda Section: New Business

Subject: Consideration and proposed approval of a resolution appointing applicants to various boards, commissions and committees:

- a. Appointing and filling two terms expiring June 30, 2020 to the Planning Commission
- b. Appointing and filling three regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017 to the Active Transportation Committee
- c. Appointing and filling four terms expiring June 30, 2018 to the Library Board of Trustees
- d. Appointing and filling three terms expiring June 30, 2018 to the Multi-Cultural Committee
- e. Appointing and filling four terms expiring June 30, 2018 to the Parks and Recreation Commission
- f. Appointing and filling three regular terms and one alternate term expiring June 30, 2018 to the Sustainability Committee
- g. Appointing and filling two regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017 to the Tree Committee

Provide additional direction regarding unfilled vacancies

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City Clerk held a recruitment seeking applicants from the community to fill expired and/or vacant Boards, Committees and Commissions terms. The Boards, Committees and Commissions that have expiring terms include the Sustainability Committee, Active Transportation Committee, Multi-Cultural Committee, Library Board of Trustees, Parks and Recreation Commission, Planning Commission and the Tree Committee.

In previous recruitments the City has experienced a decline in responsive applicants for the Sustainability Committee, Multi Cultural Committee and the Active Transportation Committee.

DISCUSSION

The City Clerk's office used various forms of communication reaching out to the community to publicize the recruitment. The initial recruitment and subsequent extended recruitment deadline didn't net an adequate number of applicants. The Sustainability Committee, Multi Cultural Committee and the Active Transportation Committee didn't receive enough applicants to fill the openings.

The following list details the available terms to fill.

Planning Commission

Planning Commissioners Mary Koberstein and Sarah Parker terms of office will expire June 30, 2016. Four applications were received for two available terms.

Active Transportation Committee

Active Transportation Committee members Donna Hinds, Ric Henry, Jake Scheideman, Patricia Clarey expire June 30, 2016 and a vacancy term of office will expire June 30, 2017. Two applications were received. The City didn't receive sufficient applicants to fill all the terms.

Library Board of Trustees

Library Board of Trustee members Skip Lang, Bob Dye, Susan Swan and Malcolm McCain terms of office will expire June 30, 2016. Four applications were received for four available terms.

Multi-Cultural Committee

Multi-Cultural Committee members Father John Brenkle, Patty Guijosa, Grace Kistner terms of office will expire June 30, 2016. One application was received. The City didn't receive sufficient applicants to fill all the terms.

Parks and Recreation Commission

Parks and Recreation Commission members Roberta Oswald, Chris Cutler, Kim Phinney, Tracy Smith terms of office will expire June 30, 2016. Four applications were received for four available terms.

Sustainability Committee

Sustainability Committee members Maria Kalscheuer, Carol Troy, Steve Patterson and a vacancy terms of office will expire June 30, 2016. One application was received. The City didn't receive sufficient applicants to fill all the terms.

Tree Committee

Tree Committee members Connie Kay, Carol Troy, Susan Smith-Allen terms of office will expire June 30, 2016 and a vacancy term of office will expire June 30, 2017. Three applications were received. The City didn't receive sufficient applicants to fill all the terms.

Council may want to consider alternatives for the committees that have consistently been difficult to recruit members. This could include continuous recruitment, disbanding, merging or suspending certain committees.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Per resolution 2011-17 Council Rules of Procedure appointments shall be made by the Mayor and subject to the City Council approval.

Planning Commission

- Appoint two applicants to fill terms expiring 6/30/2020.

Active Transportation Committee

- Appoint three regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017.

Library Board of Trustees (three terms available)

- Appoint four terms expiring June 30, 2018.

Multi-Cultural Committee (two terms available)

- Appoint three terms expiring June 30, 2018.

Napa County Mosquito Abatement District (one term available)

- Appoint one applicant to a four year term.

Parks and Recreation Commission (one term available)

- Appoint four terms expiring June 30, 2018.

Sustainability Committee (five terms available)

- Appoint three regular terms and one alternate term expiring June 30, 2018.

Tree Committee (six terms available)

- Appoint two regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017.

Provide additional direction to staff regarding unfilled vacancies.

ATTACHMENTS

Attachment 1 - Resolution Appointing Members to various boards, commissions and committees

Attachment 2 - Applications for appointment

CITY OF ST. HELENA
RESOLUTION NO. 2016-

**APPOINTING MEMBERS TO THE ST. HELENA
PLANNING COMMISSION, ACTIVE TRANSPORTATION COMMITTEE, LIBRARY
BOARD OF TRUSTEES, MULTI-CULTURAL COMMITTEE, PARKS AND
RECREATION COMMISSION, TREE COMMITTEE AND SUSTAINABILITY
COMMITTEE**

RECITALS

- A. Existing vacancies and terms of office will expire on June 30, 2016 for the Planning Commission, Active Transportation Committee, Library Board of Trustees, Multi-Cultural Committee, Napa County Mosquito Abatement District, Parks and Recreation Commission, Sustainability Committee and Tree Committee.
- B. Applications have been received from community members for the various openings. Protocol calls for appointments to be made by the Mayor and approval by the City Council.

RESOLUTION

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

Planning Commission

- 1. The Mayor hereby appoints _____ and _____ to the St. Helena Planning Commission filling terms expiring on June 30, 2020.

Active Transportation Committee

- 1. The Mayor hereby appoints _____ filling a vacant alternate term expiring on June 30, 2017; and
- 2. The Mayor hereby appoints _____ filling an alternate term expiring on June 30, 2018; and
- 3. The Mayor hereby appoints _____, _____ and _____ for two year terms expiring on June 30, 2018; and

Library Board of Trustees

- 1. The Mayor hereby appoints _____, _____, _____ and _____ to the St. Helena Library Board of Trustees for two year terms expiring on June 30, 2018.

Multi-Cultural Committee

1. The Mayor hereby appoints _____, _____ and _____ to the Multi-Cultural Committee for two year terms expiring on June 30, 2018.

Parks and Recreation Commission

1. The Mayor hereby appoints _____, _____, _____ and _____ to the Parks and Recreation Commission filling terms expiring on June 30, 2018.

Sustainability Committee

1. The Mayor hereby appoints _____, _____ and _____ to two year terms expiring on June 30, 2018; and
2. The Mayor hereby appoints _____ to the Sustainability Committee for an alternate two year term expiring on June 30, 2018.

Tree Committee

1. The Mayor hereby appoints _____, _____ and _____ to two year terms expiring on June 30, 2018; and
2. The Mayor hereby appoints _____ as an alternate for a term expiring on June 30, 2017; and

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Planning Commission Applicants
(Two Terms Available)

	Name	Contact Numbers		Comments
		Home	Business	
1	John S. Anderson	██████████	██████████	
2	Mary Koberstein	██████████████████████████████	██████	
3	Matthew Demchuk		7 ██████████	
4	Sarah Parker	██████████	██████████	

The Commission consists of 5 members.

Action: Appoint two applicants to a four year term.



City of St Helena, City Hall

Received

CITY HALL, 1480 MAIN STREET
 JUN 16 2016 ST. HELENA, CALIFORNIA 94574
 (707) 968-2792

1480 Main St
 St Helena, CA 94574

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:

Planning Commission

Name: John S. Anderson

Home Address: 1880 Spring Mt. Rd., St. Helena, CA 94574

Mailing Address: Same

Occupation: Chocolate Maker

Business Address: 1367 Main St., St. Helena, CA 94574

Home Telephone: 707-967-8313 Business Telephone: 707-963-8413

E-mail: john@woodhousechocolate.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? 18yrs

Current occupation (within last 12 months) Owner of Woodhouse Chocolate

Business interests in last 12 months: Same

Previous Committee/Commission Experience:

Board of Directors: Tower Road Wine Storage,
Stags Leap District (AVA)

Attachment 2
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:

Unfortunately, running a small family business only leaves time for charitable donations

Local government related experience: None, other than working with local government.

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

See attached

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

Lee Phillipson

Terry Davis

Christine Webber

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


Signature of Applicant

6/14/16
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

John S. Anderson

1880 Spring Mountain Road, Saint Helena, CA 94574
(707) 479-2619 | john@woodhousechocolate.com

Professional Summary

Experienced senior executive who has helped to establish and then run two separate companies in the Napa Valley. Skills range from personnel and financial management to product development, packaging design and media relations.

Employment

Macy's California, San Francisco, CA Junior Executive	1984-1985
S. Anderson Vineyard, Yountville, CA Managing Director	1985-2002
Woodhouse Chocolate, Saint Helena, CA Founding Partner & Managing Director	2002-present

Education

Claremont McKenna College, Claremont, CA Bachelor of Arts	1984
Christie's Fine Arts Course, London, England Certificate of Completion with Honors (equivalent to a Master of Fine Arts)	1986
University of California at Davis, Davis, CA Master of Business Administration with Honors	2003

Attachment B Application for Appointment

As a homeowner and then business owner in St. Helena for almost 20 years I have developed a great love and understanding of the city. St. Helena is a precious jewel that needs to be maintained and protected, but I believe the city has reached a crossroad. I want to be a part of helping to ensure a successful future that we can all enjoy.

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:

Plan Commission

Name: Mary Koberstein

Home Address: 2695 Pinot Way, St. Helena, CA 94574

Mailing Address: 2695 Pinot Way, St. Helena, CA 94574

Occupation: Attorney, self employed

Business Address: Residence

Home Telephone: [REDACTED] Business Telephone: same

E-mail: [REDACTED]

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

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? We purchased a home in July, 2014; have lived here since September, 2014

Current occupation (within last 12 months) Self-employed attorney specializing in real estate transactions, land use and zoning.

Business interests in last 12 months: None.

Previous Committee/Commission Experience: Zoning Board of Appeals, Evanston, Illinois, Plan Commission, St. Helena

Education Experience: Please see attached resume.

Professional and/or community service activities:

Director, Friends of the Strand Theatre, Rockland Illinois (local art house cinema); Trustee, Center for Maine Contemporary Art, Rockport, Maine

Local government related experience: Prior to obtaining a law degree, I worked as an associate and principal planner for a county planning agency, and ultimately as Director of Community Development for a suburban Chicago community. As a real estate attorney, my practice included land use and zoning representation which led to frequent interaction with local government elected and appointed officials. As General Counsel at a real estate development company in Chicago, I was responsible for the full range of legal matters attendant to development, including acquisitions, contracts, financing and dispositions of urban and suburban residential and mixed use developments.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute. I appreciate the opportunity this Council gave me to serve on the Plan Commission these past 10 months. I've had the good fortune to meet people from all over the community and get a better understanding of many of the issues residents care and are concerned about. That is the primary reason I volunteered for this position. From my perspective, the Plan Commission as presently constituted is a strong, collegial, dedicated and balanced group. We each bring something to the discussion. I try to lend my understanding of the construction and application of zoning ordinances and land use planning principles to our analysis, along with experience dealing with the goals and practical realities that confront applicants. More often than not, the Plan Commission reaches unanimous decisions. I'd be grateful to have the opportunity to continue to make a contribution to the process.

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

Jo Dondis, [REDACTED] Chair, Friends of the Strand Theatre, Inc., [REDACTED]

Mary Linberger, [REDACTED]

John McLinden, Principal, Centrum Partners, LLC, [REDACTED]

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

[REDACTED] May 30, 2016
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

Mary Koberstein
2695 Pinot Way
St Helena, CA 94574

Employment

Self-employed, 2008-to present. Attorney specializing in real estate transactions.

Centrum Properties, Inc., Chicago, Illinois, 1998 – 2008

General Counsel to dynamic and well-respected Chicago commercial and residential real estate development company with projects throughout metropolitan Chicago and in other states. Negotiated, structured and documented acquisitions and dispositions, loans, equity and joint venture agreements, condominium declarations, and intricate reciprocal easement and operating agreements for complex mixed-use projects. Experienced in leasing, property management and development agreements. Managed the Legal Department. Significant Chicago projects included acquisition, TIF financing and redevelopment of thirty-one acre former Montgomery Ward Corporate Complex; acquisition, \$250+ million construction financing and development of The Roosevelt Collection, a retail and residential mixed use south loop development; and venture structuring and development of Cityfront Plaza, a major mixed use complex in the Streeterville neighborhood.

Sachnoff & Weaver, Ltd., Chicago, Illinois 1991-93, 1996-98, Partner and Associate, Real Estate Department

Specialized in land use and zoning and real estate transactions. Represented numerous clients obtaining suburban and city zoning relief and other forms of development approvals. Structured successful settlements for clients after undertaking land use litigation on their behalf in two North Shore communities. Documented and closed acquisitions, dispositions and financing.

Lord, Bissell & Brook, Chicago, Illinois, 1993-1996, Associate, Real Estate Department

Documented and closed a variety of real estate transactions. Advised corporate clients on subdivision, annexation and home rule issues pertaining to municipal litigation.

Department of Community Development, Village of Wilmette, Illinois, 1981-1988, Director of Community Development and Senior Planner

Planned and directed Department activities in all matters relating to land use, building and zoning. Oversaw major revision of the village zoning ordinance. Administrative liaison to Board of Trustees, Zoning Board of Appeals, Plan Commission and Housing Commission.

Department of Planning, Zoning & Environmental Quality, Lake County, Illinois 1978-1981, Principal and Senior Planner

Project manager for Comprehensive Plan revision.

Education

Northwestern University Law School, Chicago, Illinois, J.D. cum laude, 1991.
Executive Editor, *Northwestern University Law Review*

The University of Wisconsin, Madison, Wisconsin, M.S. 1977, Urban & Regional Planning

Smith College, Northampton, Massachusetts, A.B., 1975, Art

Affiliations and Publications

Plan Commission, St. Helena, CA, 2015-2016

Director, Friends of the Strand Theatre, Inc., Rockland, Maine 2013-2014

Trustee, Center for Maine Contemporary Art, Rockport, Maine 2010 to March 2013

City of Evanston, Illinois, Zoning Board of Appeals, 2002-2007

"Sign Regulation in Illinois: The Constitutional Issues", *Illinois Bar Journal*, September, 1992

"Condominium Ordinances" published by ICLE in *Illinois Condominium Law*, 1994



RECEIVED
PLANNING DEPARTMENT

JUN 10 2016

City of St. Helena

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:

Planning Commission

Name: Matthew Demchuk

Home Address: 1702 Tainter Street, St. Helena, CA 94574

Mailing Address: 1335 Main Street, #110, St. Helena, CA 94574

Occupation: Attorney

Business Address: 1335 Main Street, #110, St. Helena, CA 94574

Home Telephone: _____ Business Telephone: (707) 975-7076

E-mail: matthew@demchuk.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? 26 yrs

Current occupation (within last 12 months) Attorney

Business interests in last 12 months: Sole Practitioner, Trustee

Previous Committee/Commission Experience:

Parks & Recreation Commission

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:

Past-President St. Helena Kiwanis Club, Past-Chairman of St. Helena City Golf Championship,

Past-Chairman of the Naked Vine Wine Auction, Board Member St. Helena Tennis Assoc.

Local government related experience: Past Vice-Chairman of the Napa County Republican Central Committee

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

See attached statement.

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

Kim Phinney,

Jack Oliver,

Brian Na

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

June 9, 2016

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

Matthew E. Demchuk

1335 Main Street, #110 * Saint Helena, CA 94574 * 707.975.7076 * matthew@demchuk.com

General Counsel

Accomplished general counsel with five years of experience devising and implementing practical solutions to complex problems. Skilled in dispute resolution and client management. Articulate communicator and clear, concise writer with polished presentation and interpersonal skills.

Areas of Expertise

Real Estate * Commercial Transactions * Corporate Compliance

Professional Credentials

Admitted to California Bar, 1995

Doctor of Jurisprudence, Golden Gate University, School of Law

Legal Expertise

- Contracts/Agreements
- Employment Practices
- Corporate Compliance
- Insurance/Risk Management
- Property Acquisition/Sales/Transfer
- Property Leases/Deeds
- Healthcare Regulatory/Billing Compliance

Professional Experience

Law Offices of Matthew Demchuk

Sole Practitioner

2012-Present

Specializing in the area of Healthcare Facility Mergers and Acquisitions. Representation of sellers in the sale of a Skilled Nursing Facilities, Assisted Living Facilities and Adult Care Homes, which includes the negotiation of Purchase Agreements, Interim Management Agreements, Interim Subleases and Operations Transfer Agreements; representation continues through interim period.

Additional Engagements include:

- Business Formation
- Contract Negotiation
- Trust Representation

Pronet Solutions, Inc., Phoenix, AZ

2007-2012

General Counsel. In-house counsel for privately held company with operations as information technology support for community banks in the Western United States and Chicago. Legal expertise includes

-Contracts

Managed contracts process, including negotiations and dispute resolution for managed services agreements; commercial property leases; vendor agreements; confidentiality agreements.

- ✓ Successfully negotiated the revision of the Master Managed Services Agreement to incorporate additional terms associated with Hosted Services.
- ✓ Processed high volumes of agreements conducting a meticulous review of each agreement. Prudently selected points to argue, with high rate of success in negotiations.
- ✓ Participated in the negotiation of the Stock Purchase Agreement that eventually sold the stock to a large publically traded entity.

-Human Resources

Handled resolution of wrongful termination, discrimination, sexual harassment, wage claims and FMLA matters; provided counsel on progressive disciplinary matters, terminations and development of personal policies and procedures.

- ✓ Successfully defended DOL wage audit that eventually resulted in the elimination of a six figure fine to the corporation.

-Risk Management

Served as primary liaison between corporation and insurance carriers; evaluated, monitored and settled claims; ensured compliance with policy reporting requirements.

- ✓ Established timely notifications and accurate record keeping of all incidents and claims.
- ✓ Interpreted insurance coverage/policies for all concerned parties.
- ✓ Conducted annual analysis of coverage limits and reported to Board.
- ✓ Served as Chairman on Audit Committee.

-Corporate Records

Maintained corporate records, as well as subsidiaries; maintained corporate compliance in formation state, as well as all other states in which corporation conducted business.

- ✓ Formed subsidiary for Managed Security Services.
- ✓ Maintained accurate corporate records for FDIC regulators.

-401(k)

Served as Plan Administrator; successfully transitioned to new plan trustee; successfully terminated plan upon sale of stock.

Healthcare Financial Solutions, Oakland, CA

2004-2007

Contractor. Worked within firms Management division on long-term management engagements in an executive capacity. Interim positions included

Palm Drive Hospital

Interim CEO of skilled nursing facility during and after acquisition by Hospital.

California Armenian Home

CEO of multi-level, non-profit, senior living property.

Marlinda Convalescent Hospital, St. Helena, CA

1995-2004

Nursing Home Administrator. Managed seventy bed nursing facility. Developed and implemented risk management program which resulted in zero claims. Represented facility in all administrative proceedings including the negotiation of all facility contracts.

Great Pacific Trading Company, Grants Pass, OR

1994-1995

Commodity Futures and Options Broker. Series 3 licensed broker. Developed Trading Hotline and in-training for compliance officer.

Affiliations

Member, California Bar Association

Education

Doctor of Jurisprudence, Golden Gate University, School of Law, San Francisco, CA 1993

Bachelor of Arts, English, California State University, Fullerton 1990

**Matthew Demchuk – Applicant for Appointment to Planning Commission
Supplemental Statement**

I have participated in the Planning Commission process on multiple occasions, including being the first applicant for a Short Term Rental Permit that went before the Planning Commission. I feel that my background in complex real estate transactions related to long term care facilities has prepared me to discuss and consider issues that are presented to the Planning Commission. Also, with my extensive background in interpreting complex code and regulation associated with healthcare and financial institutions will assist me in interpreting the City's General Plan and Zoning Ordinance. I have three girls (10, 9 & 7) in the SHUSD. I am committed to putting in the necessary time and effort that it will take to be on this Commission. I finally feel that the time is right for me to get further involved and give back to the City that I have spent over half my life in.



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:

St. Helena Planning Commission

Name: Sarah Parker

Home Address: 1084 Mariposa Lane St. Helena

Mailing Address: Same as above

Occupation: Compliance Manager

Business Address: 1310 Second St Napa, CA 94559

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

E-mail: [REDACTED]

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

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 30+ years

Current occupation (within last 12 months) Compliance Manager at
Quintessential Wines

Business interests in last 12 months: N/A

Previous Committee/Commission Experience:

St. Helena Planning Commission since January 2011

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:

Sacrophist - St. Helena Sunrise

St. Johns Catholic Church - Catechism Instructor

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

Please see attached letter.

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

Bill Phelps -

Zee Dena -

Susan Vaziri -

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

May 26, 2016
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

May 30, 2016

Dear Mayor Galbraith and fellow City Council Members,

Hello! I have had the great honor to serve on the St. Helena Planning Commission for the last five and a half years and would like to continue to serve the the community of St. Helena.

I love our town. It has always been my home. Now, more than ever, with our current financial situation I believe I would be a vital asset to the commission. I would continue to think outside the box and work towards finding a solution on all issue brought before the commission. We live in a unique town which lends itself to unique problem solving. We must continue to weigh the cost and benefits in regards future development against the strain on our resources. We have to think beyond the next 5 years in regards to the impacts our decisions have on our town. We need to think 5 years, 10 years, 20 years and beyond.

The Planning Commission is the first official stop where the future of St. Helena begins. Any applicant must be met with respect. If reappointed, I would continue to listen and use my analytical skills to make St. Helena evolve into the town it wants and needs to be. During my tenure as Chair of the Planning Commission I have been met with compliments regarding how I run meetings both smoothly and efficiently. It has always been my goal to make the applicant feel comfortable and secure during the planning process.

Lately we have been dealing more with conceptual ideas and groups of citizens concerned with the path the city is taking. At times they can be hostile. I still meet them with respect and work towards coming to a compromise that can best benefit St. Helena.

I hope that you will reappoint me to the Planning Commission as I love being a part of it and have excelled thus far. I would like to finish the approval the General Plan, work with city staff to clean up the municipal code and zoning issues, and continue to work on a sustainable development plan for St. Helena. Our town is such a special place and although we are in a tough predicament right now, that situation does not take away how amazing and vibrant our town is. Thank you for the opportunity to serve my community and I would love the chance to continue participating with everyone involved, city government, staff and our citizens.

Sarah Parker

Sarah R. Parker

Attachment 2

1084 Mariposa Lane ♦ St. Helena, CA 94574

EXPERIENCE

Quintessential Wines

Compliance Manager

- Maintain brand compliance in all 50 states

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/ Executive Associate

- 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
- Member of local book club

Tree Committee Applicants
(Four Available Terms)

	Name	Contact Numbers		Comments
		Home	Business	
1	Carol Troy	██████████	██████████	
2	Susan Allen		██████████	
3	Matthew Strouss	██████████	██████████	

The Committee consists of 7 members (5 Regular/2 alternates).

Action: Appoint two applicants to a two year term, one applicant to a two year alternate term and one applicant to fill a vacancy expiring June 30, 2017.



City of St. Helena, City Hall

Received

MAY 26 2016

1480 Main St.
St. Helena, CA 94574CITY 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:

Tree

Name: Carol Tray

Home Address: 20 Las Pablos

Mailing Address: PO Box 14 94574-0014

Occupation: author

Business Address: PO Box 14

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

E-mail: Caroltray@comcast.net

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

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 10+

Current occupation (within last 12 months) author Ches Chiz

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

tree & Sustainability

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

Vassar College
NYC journalism & book author.

Professional and/or community service activities:

private non-profit, St Helena Farmers'
Market 8 years.

Local government related experience: St. Helena City committees -
12 years - chair Sect. 4 years

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

Continue with the knowledge I've gained
so far & experience of the City's growth.

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

Nancy Hayes, Cal [REDACTED]
David Gorden

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

[REDACTED]
 Signature of Applicant

16 May 2016
 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, City Hall
Received

MAY 23 2016

1480 Main St.
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:

TREE COMMITTEE

Name: SUSAN ALLEN

Home Address: 1825 SPRING MTN. CT.

Mailing Address: "

Occupation: RETIRED

Business Address: -

Home Telephone: - Business Telephone: 1 707 - 786 - 0495

E-mail: SUSAN@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? 44 YRS.

Current occupation (within last 12 months) -

Business interests in last 12 months: -

Previous Committee/Commission Experience:

10-15 YEARS?

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

UCB 1970
UCD TEACHING EXPERIENTIAL

Professional and/or community service activities:

TREE COMMITTEE
P.E. BROKER 33 YEARS

Local government related experience: GENERAL PLAN SUBCOMMITTEE

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

I HAVE HISTORICAL EXPERIENCE AND OBSERVATIONS TO CONTRIBUTE.

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

CHUCK DACE
LORAIN STUAR
PHONE ELLSWO

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

[REDACTED] 5/23/16
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



MAY 23 2016

1480 Main St.
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:

Tree Committee

Name: Matthew D Strouss

Home Address: 555 Liparita Ave., Angwin, CA 94508

Mailing Address: Same

Occupation: Concrete Contractor

Business Address 1810 Almaden Rd., San Jose, CA 95125

Home Telephone: 707-965-3536 Business Telephone: 408-857-4250

E-mail: matt@metroconcrete.com

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

Are you a resident of St. Helena? No If yes, how long have you lived in St. Helena? _____

Current occupation (within last 12 months) Sidewalk Repair Contractor

Business interests in last 12 months: We repair sidewalks using traditional and alternative methods all over the bay area. Most of our work comes from tree damage.

Previous Committee/Commission Experience: Various trade organizations.

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

I have 25 years' experience in sidewalk repair concerning tree damage. I've worked with municipalities all over the south bay and peninsula. I've been exposed to many different systems for sidewalk repair that focus on tree preservation.

Professional and/or community service activities:

Various trade organizations, Branham Hills Little League (San Jose) -Coaching, field reconditioning and maintenance. CityTeam -(Poor and Homeless Outreach Organization) Sound booth management -San Jose Open Bible Church.

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.

My experience gives me a unique view on the planting and maintenance of municipal trees and surroundings. As well, I am currently studying for my ISA arborist certification.

Names, addresses, and phone numbers of three individuals familiar with your background:
Alex Mordwinow, Superintendant of Public Works, DOT, City of Campbell,

[REDACTED]

Eric Newton, Principal Construction Inspector, DOT, Trees & Sidewalks Section,

[REDACTED]

Tim Nash, Director of Landscaping Architecture and Exterior Branding,

[REDACTED]

Kevin Lee, Planting Program Manager, Our City Forrest,

[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

05-21-2016

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

Multi Cultural Committe Applicants
(Three Available Terms)

Name	Contact Numbers		Comments
	Home	Business	
1 Patty Guijosa	██████████	██████████	

The Committee consists of 5 members.

Action: Appoint three applicants to a two year term.



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:

MULTI-CULTURAL COMMITTEE

Name: PATTY GUIJOSA

Home Address: 2080 BIRCH ST. ST. HELENA.

Mailing Address: _____

Occupation: PHARMACY TECHNICIAN

^{WORK}
Business Address: 1390 RAILROAD AVE S.H.

^{CELL}
Home Telephone: 707-963-2711 ^{WORK}
Business Telephone: 707-963-2794

E-mail: PATITAMX@AOL.COM

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

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 32 or 34 yrs

Current occupation (within last 12 months) PHLY TECHNICIAN AT SMITHS PHCY.

Business interests in last 12 months: PHARMACY

Previous Committee/Commission Experience:

MULTI-CULTURAL COMMITTEE, LITURGY COMMITTEE S.H.C. CHURCH

PASTORAL COUNCIL, CHORUS MUSIC SPANISH DIRECTOR.

Attachment 2
Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

I WENT TO COLLEGE FOR 3 YEARS

THEN I BECAME A LICENSE PLY TECHNICIAN, SINCE THEN

I'VE BEEN WORKING AT SMITHS PLY FOR 27 YEARS.

I DO A LOT OF VOLUNTEER WORK AT MY CHURCH.

Professional and/or community service activities:

NEIGHBORHOOD WATCH S.H., SEPT. 16 FESTIVITIES, CITIZENSHIP WORKSHOPS

CHURCH ACTIVITIES, HARVEST FESTIVAL

Local government related experience: NOT A LOT OF LOCAL GOVERNMENT, BUT
I'VE LEARNED A LOT PARTICIPATING WITH THE MULTI-CULTURAL COMMITTEE.

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

I'VE A MEMBER OF THIS COMMITTEE, AND THE REASON I WANT
TO RE-APPLY IT IS BECAUSE I THINK I CAN HELP THE COMMUNITY
OF S.H. TO BUILD BRIDGES BETWEEN ANGLO/HISPANIC AND ALSO TO
HELP IN ACTIVITIES THAT INVOLVED WITH THE CITY OF S.H.

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

DELIA GUITOSA -

FATHER JOHN BRENNAN

GRACE KISTNER

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



Signature of Applicant

JUNE 16, 2016

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

Sustainability Committe Applicants
(Four Available Terms)

Name	Contact Numbers		Comments
	Home	Business	
1 Glenn Smith	██████████		

The Committee consists of 7 members (5 Regular/2 alternates).

Action: Appoint three applicants to a two year term and appoint one applicant to a two year alternate term.

City of St Helena, City Hall
Received

JUN 17 2016

1480 Main St.
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:

Sustainability Committee

Name: Glenn Smith

Home Address: 1730 Dean York Ln.

Mailing Address: same

Occupation: Retired

Business Address: _____

Home Telephone: 707-244-5030 Business Telephone: _____

E-mail: glenn@smith-carr.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? 3 years

Current occupation (within last 12 months) Retired

Business interests in last 12 months: none

Previous Committee/Commission Experience:

Alternate - Sustainability Com.

Attachment 2
Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA - UC Berkeley & MBA - Ohio State
various professional certifications from Penn
State and Stanford

Professional and/or community service activities:

Professional - Consultant in health care cost to
large employers Volunteer - Marin AIDS Project
and Marin Community Clinic Boards

Local government related experience: _____

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

Interest in sustainability issues - particularly
water and energy

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

David Lewis -
Dan Carney -
Steve Patterson

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


Signature of Applicant

6/16/2016
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

GLENN D. SMITH

Hi, Cindy -

I'm applying for
a regular seat - but
am happy to continue
as an alternate if
that is best for the
Committee's needs -

Glenn

Parks and Recreation Commission Applicants
(Four Available Terms)

	Name	Contact Numbers		Comments
		Home	Business	
1	Kim Phinney	██████████	██████████	
2	Tracy Smith	██████████	██████████	
3	Donna Hinds	██████████		
■	Noelle Strouss	██████████	██████████	

The Committee consists of 5 members.

Action: Appoint four applicants to a two year term.

City of St Helena, City Hall
Received

Attachment 2

JUN 01 2016

1480 Main St.
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:

Active Transportation and Parks Rec Committee

Name: Donna Hinds

Home Address: 1352 Magnolia Ave, St Helena CA 94574

Mailing Address: Same

Occupation: Real Estate Agent - Starting Summer 2016

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? 2 yrs

Current occupation (within last 12 months) _____

Business interests in last 12 months: _____

Previous Committee/Commission Experience: St Helena Ad Hoc Revenue Task Force Chair

St. Helena Active Transportation Committee, Napa County Active Transportation Committee

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:

See Attached

Resume

Local government related experience:

See Attached

Resume

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

Great interest in improving Active Transportation in St Helena

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

Cyd Greer

Shannon Raggio

Celeste Neeley

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

6-2-16
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

COMMITTEE/BOARD OR COMMISSION POLICY

DONNA HINDS

1352 Magnolia Ave, St. Helena CA 94574 • Cell: 707-799-4844 • dhinds@me.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)
General Contractor (2000 – 2013)

Boards/Committees

- Council, Secretary, Vice-President and President of the Oil and Gas Section of the Houston Bar Association. (1990-1994)
- Board Member, President, CBB Homeowners Association, Houston (1992-1995)
- Executive Committee, Hunter's Creek Elementary Parent Teacher Association (2002-2006)
- Member, Greater Houston Builders Association (2001-2013)
- 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 (2015)
- Chair, St Helena Ad Hoc Revenue Task Force (Nov 2015 – Feb 2016)
- Member, St Helena Representative, Napa County Active Transportation & Planning Committee (current)
- Member, St Helena Active Transportation Committee (current)
- President, Magnolia Oaks Homeowners Association (2015 – current)
- Member – Savvy Saints Investment Club, St Helena (current)

Personal/Hobbies

Married to Rusty Hinds (24 years)
Two children (Kelly Hinds, 19, Grant Hinds, 21)
Master Gardener of UC Master Gardeners of Napa County
Hobbies: gardening, cycling, tennis, yoga, cooking, reading, bocce, home decorating/designing

References:

Cyd Greer, St. Helena
Shannon Raggio, St. H
Patrice Ferguson, St. H



City of St Helena, City Hall
Received

MAY 26 2016

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St Helena, CA 94574

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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:

Parks and Recreation Commission

Name: Tracy Smith

Home Address: 1853 Pine St., Saint Helena, CA 94574

Mailing Address: Same

Occupation: General Manger at Terra Valentine Winery

Business Address: 4007 Spring Mountain Road, Saint Helena, CA 94574

Home Telephone: 707-287-8605 Business Telephone: 707-967-8340

E-mail: tracy@terravalentine.com

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

Are you a resident of St. Helena? ☒ If yes, how long have you lived in St. Helena? 34 years

Current occupation (within last 12 months) General Manager for Terra Valentine Winery

Previous Committee/Commission Experience: I have been on Parks and Recreation for a number of years and would like to continue to see our project through to the end.

Education/Experience: My resume is attached

Professional and/or community service activities:

When time permits I will volunteer at Golden Gate Lab Rescue events, Napa Valley Vintner events and other things that our asked.

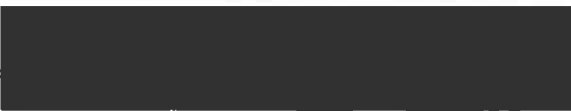
Local government related experience: Being on Parks and Recreation

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

Last year the Parks and recreation took on the Harvest Festival, Pet Parade and Fire Works for the first time and I would like to be able to lead again this year so that we continue to build on what we accomplished last year along with new fun ideas to get the community involved.

Names, addresses, and phone numbers of three individuals familiar with your background: You can use my references on my resume that is attached but also feel free to talk to Haidi Arias and Kim Phinney about me.

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



Signature of Applicant

Date

5/24/16

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

COMMITTEE/BOARD OR COMMISSION POLICY

The City Council establishes the following policy clarifying the role of advisory committees, commissions, and boards with respect to their responsibilities.

- The purpose of creating an advisory committee/commission is to seek a broader perspective on certain issues, and to provide a forum for public participation.
- The committee/commission members should understand that they are to function in an advisory capacity to the City Council and management, and that the City Council reserves the right to use its own judgment in any matters which are brought before them for a decision.

TRACY SMITH

1853 Pine St.
St. Helena, Ca

Attachment 2

(707) 287-8605
tracy@terravalentine.com

City of St Helena, City Hall

Received

EDUCATION

- University of Montana, Missoula
Bachelor of Arts, Communication

MAY 26 2016

Fall 2006

CERTIFICATIONS

- UC Davis, California
Workplace Health & Safety Certificate
- Medic First Aid & CPR Certified
- Forklift Certified

1480 Main St.
St Helena, CA 94574

Fall 2007-Present

Fall 2008

Fall 2007

CUSTOMER SERVICE EXPERINCE

General Manager, Terra Valentine Winery, Saint Helena, CA.

4/2010-Present

- Manage office: direct, organize, and arrange all administrative functions.
- Manage wine club with 850+ members, including all email blast, shipping, and appointments
- Oversee all systems including: Napa Valley POS, Vin65, and Copperlink
- Manage promotional ads, events, re-creation of website and branding of new logo
- Manage and oversee all social media outlets: Twitter and Facebook
- Liaison for Napa Valley Vintners

Office Manager-Safety Coordinator, The Ranch Winery, Saint Helena, CA.

6/2007-11/2009

- Manage office staff: direct, organize, and arrange all administrative functions.
- Handle all Human Resource/Payroll issues and accompanied paperwork.
- Assist Marketing Manger with promotional ads and events.
- Direct entire safety program including writing procedures, implementing procedures, training employees on all OSHA and Ranch procedures.
- Act as flood manager during the winter season and assist GM on facility issues.

Travel Staff, ASE Group, Overland Park, KS.

9/2006-2/2008

- Helped manage all award ceremonies and special events.
- Prepared meetings including setting up and breaking down meeting room.
- Assisted Clients with all requests and inquiries.

Office Manager, Hourglass Wine Company, Saint Helena, CA.

9/2005-11/2006

- Handled Allocation list and distribution of 1000+ clients: receiving orders, processing payments, and arranged shipping with multiple shippers.
- Worked closely with Inertia to manage updates on company website.
- Responded to all emails and phone calls regarding current releases and set up tastings for VIP clients.

Intern, Acme Fine Wines, Saint Helena, CA.

8/2005-5/2006

- Managed all aspects of the wine clubs: writing monthly newsletter, invoicing 200+ clients, fielding phone calls and handled all aspects of shipping.
- Participated in weekly wine tastings with winemakers and sales managers.
- Processed all shipping and receiving needs for clients and the company.

COMPUTER/TECHNICAL SKILLS

Highly proficient with Microsoft Office, Outlook, QuickBooks, Adobe CS5, Facebook, Twitter, ADP (PayExpert and EzLabor), AMS, Napa Valley POS, Copperlink, and Vin65

TRACY SMITH

1853 Pine St.
St. Helena, Ca

Attachment 2
(707) 287-8605
tracy@terravalentine.com

COMMUNITY SERVICE AND ACTIVITIES

Parks and Recreation Commissioner, Saint Helena, spring 2011-Present
Social Media Sub Committee, Napa Valley Vintners, spring 2011-Present
Enhancement Committee, Saint Helena Chamber of Commerce, spring 2011-fall 2012
Foster, Lab and German Pointer Northern California Chapters, fall 2011-present
Fundraiser, Wine Auction Napa Valley, Parking Chair, Summer 2009
Fundraiser, Wine Auction Napa Valley, CO-Parking Chair, summer 2008
Fundraiser, Saint Helena Catholic School, Fall 2008
Fundraiser, Backstage Pass, Fall 2007
Fundraiser, Saint Helena Catholic School, Fall 2006
Fundraiser, Backstage Pass, Fall 2006
Fundraiser, Saint Helena Lobster Feed, Fall 2005
Self over Substance Peer Advisor, Spring 2003-Fall 2003
Member of Kappa Alpha Theta, Spring 2001-Spring 2004
Finance Deputy, Kappa Alpha Theta, Spring 2002-Fall 2002

TRACY SMITH

1853 Pine St.
St. Helena, Ca

(707) 287-8605
tracy@terravalentine.com

REFERENCES

Sam Baxter
Terra Valentine Winery
Owner/Winemaker



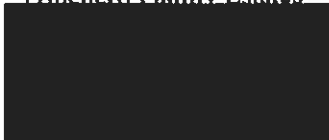
Mark Beringer (former Ranch GM)
Beringer Winery



Karen Williams
Acme Fine Wines
Owner



Sean Ashby
Trinchero Family Estates



Susan Duryea
Chamber of Commerce
Director, Creative Operations



Bryan Sandoli
Orin Swift Cellars
General Manager





City of St Helena, City Hall
Received

MAY 23 2016

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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:

Parks and Recreation

Name: Kim phinney

Home Address: 1301 Allyn Ave., St. Helena, CA, 94574

Mailing Address: Same

Occupation: Ø

Business Address: Ø

Home Telephone: [REDACTED] Business Telephone:

E-mail: [REDACTED]

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

Are you a resident of St. Helena? X If yes, how long have you lived in St. Helena? 1997

Current occupation (within last 12 months) Ø

Business interests in last 12 months: my husband and I own
Orin Swift Cellars

Previous Committee/Commission Experience:
Parks and Recreation

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

Graduated in 1994 from St. Mary's College with a degree in English literature. 10 years retail sales @ Whitehall Lane Winery and currently own Onyswift Cellars (since 2001).

Professional and/or community service activities:

Parks and Recreation - 1 term completed, board member of Sonoma, Napa, Marin Tennis League, Fundraised for the 4th of July fireworks 2015, worked St. Helena Harvest →

Local government related experience:

Commissioner of Parks & Rec Commission, St. Helena

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

I wish to continue my service on the Parks & Rec Commission with another term.

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

Maidi Arias;

Jennifer Phillip

Mr. Gordon Kalil

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

Signature of Applicant

Date

5/18/16

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

Festival. Capital campaign St. Helena Montessori Farm
School, member of Junior Women of St. Helena, St. Helena
Catholic Church.



Attachment 2
City of St Helena, City Hall
Received

JUN 07 2016

1480 Main St.
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:
PARKS AND RECREATION COMMISSION

Name: Noelle Strouss

Home Address: 555 Liparita Ave., Angwin, Ca 94508

Mailing Address: Same as above

Occupation: REALTOR at Coldwell Banker, Brokers of the Valley

Business Address: 1289 Main Street, St. Helena, CA 94574

Home Telephone: 707-965-3536___ Business Telephone: 707-925-0111

E-mail: NStrouss@cbnapavalley.com

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

Are you a resident of St. Helena? No If yes, how long have you lived in St. Helena?

Current occupation (within last 12 months) REALTOR

Business interests in last 12 months: Residential Realtor

Previous Committee/Commission Experience:

Almaden Oaks Community Center, VP 2004-2005

Las Madras Community Group, VP and Treasurer

Various parent-teacher-student associations

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

As a licensed Realtor for over 2 decades, I specialize in single family residential properties. I also have extensive experience in mortgage banking as a REO Asset Manager. Additionally, my husband and I have owned and operated a full service concrete construction company located in the South Bay.

Professional and/or community service activities:

Santa Clara County ESH Foster Care Parent 2002 - 2014

Down Syndrome Buddy Walk Fundraiser 2006 - Present

One Step Closer - Adaptive horseback riding and equine-assisted-therapy for individuals with physical and/or emotional disabilities and U.S. Veterans recovering from trauma.

Branham Hills Little League committee

Sunrise Horse Rescue volunteer

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. As a local Realtor, I have the opportunity to learn the desires of our residents.

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

Courtenay Fletcher,

Lori Price, 295 Wes

Will Bauer, 619 Lip

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

Signature of Applicant

Date

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

**Active Transportation Committee
(Five Available Terms)**

	Name	Contact Numbers		Comments
		Home	Business	
1	Kristine Coryell	██████████	██████████	
2	Donna Hinds	██████████		

The Committee consists of 7 members (5 Regular/2 alternates).

Action: Appoint three applicants to a two year term, one applicant to a two year alternate term and one applicant to fill a vacancy expiring June 30, 2017.

City of St Helena, City Hall
Received

MAY 24 2016

1480 Main St
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:

ACTIVE TRANSPORTATION COMMITTEE

Name: KRISTINE CORYELL

Home Address: 1380 EL BONITA AVE

Mailing Address: 1380 EL BONITA AVE

Occupation: SEMI-RETIRED

Business Address: 1380 EL BONITA AVE

Home Telephone: 707-9638673 Business Telephone: 312-259-7797

E-mail: CORYELLCONSULTING@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? 2012
purchased home in 2003

Current occupation (within last 12 months) WINE EDUCATOR AT
CORISON WINERY ; HERB LAMB VINEYARDS

Business interests in last 12 months: SENIOR ISSUES ; WINE
INTERESTS

Previous Committee/Commission Experience:

CURRENTLY APPOINTED TO NAPA COUNTY
COMMISSION ON AGING

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

Attachment 2
RETIRED EXECUTIVE/GOVT RELATIONS
ADVOCACY OF INTERNATIONAL HEALTHCARE
INTERESTS; OWNER OF CORYELL CONSULTING;
PH.D. IN CLINICAL PSYCHOLOGY
Professional and/or community service activities:
CHAIRMAN OF BOARD OF DIRECTORS, RIANDA
HOUSE SENIOR ACTIVITY CENTER; FOUNDER OF
WINE COUNTRY CHICKS
Local government related experience:
Napa Co. Commission on Aging

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

INTERESTED IN THE GROWTH/DEVELOPMENT
OF WALKWAYS, BIKING, AND OVERALL
FOOT TRAFFIC, ESP FOR SENIORS

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

ALAN GALBRAITH

TRACY SWEENEY

JULIE SPENCER

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

Date

5/24/14

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

JUN 01 2016

1480 Main St.
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:

Active Transportation and Parks & Rec Committee

Name: Donna Hinds

Home Address: 1352 Magnolia Ave, St Helena CA 94574

Mailing Address: Same

Occupation: Real Estate Agent - Starting Summer 2016

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? 2 yrs

Current occupation (within last 12 months) _____

Business interests in last 12 months: _____

Previous Committee/Commission Experience: St Helena Ad Hoc Revenue Task Force Chair

St. Helena Active Transportation Committee, Napa County Active Transportation Committee

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:

See Attached

Resume

Local government related experience:

See Attached

Resume

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

Great interest in improving Active Transportation in St Helena

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

Cyd Greer

Shannon Raggio

Celeste Neeley

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

Signature of Applicant

Date

6-2-16

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

COMMITTEE/BOARD OR COMMISSION POLICY

DONNA HINDS

1352 Magnolia Ave, St. Helena CA 94574 • Cell: 707-799-4844 • dhinds@me.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)
General Contractor (2000 - 2013)

Boards/Committees

- Council, Secretary, Vice-President and President of the Oil and Gas Section of the Houston Bar Association. (1990-1994)
- Board Member, President, CBB Homeowners Association, Houston (1992-1995)
- Executive Committee, Hunter's Creek Elementary Parent Teacher Association (2002-2006)
- Member, Greater Houston Builders Association (2001-2013)
- 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 (2015)
- Chair, St Helena Ad Hoc Revenue Task Force (Nov 2015 - Feb 2016)
- Member, St Helena Representative, Napa County Active Transportation & Planning Committee (current)
- Member, St Helena Active Transportation Committee (current)
- President, Magnolia Oaks Homeowners Association (2015 - current)
- Member - Savvy Saints Investment Club, St Helena (current)

Personal/Hobbies

Married to Rusty Hinds (24 years)
Two children (Kelly Hinds, 19, Grant Hinds, 21)
Master Gardener of UC Master Gardeners of Napa County
Hobbies: gardening, cycling, tennis, yoga, cooking, reading, bocce, home decorating/designing

References:

Cyd Greer, St. Helena 707-322-6825
Shannon Raggio, St. Helena/San Francisco 415-265-6853
Patrice Ferguson, St. Helena/Houston 713-248-8161

Library Board of Trustee Applicants
(Four Available Terms)

	Name	Contact Numbers		Comments
		Home	Business	
1	Skip Lane	██████████	██████████	
2	Bob Dye	██████████	████	
3	Susan Swan	██████████	██████████ ██████	
4	Michele Amendola	██████████		

The Committee consists of 7 members.

Action: Appoint four applicants to a two year term.



City of St Helena, City Hall
Received

MAY 23 2016

1480 Main St
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:

LIBRARY BOARD

Name: SKIP LANE

Home Address: 18 REDONDO COURT.

Mailing Address: SAME

Occupation: REAL ESTATE BROKER

Business Address: SAME

Home Telephone: 328-1466 Business Telephone: 967-6210

E-mail: slane@tncnv.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? 44 years

Current occupation (within last 12 months) Above

Business interests in last 12 months: Above

Previous Committee/Commission Experience:

SCHOOL BOARD, LIBRARY BOARD

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

BA. AMHERST COLLEGE

LAW SCHOOL, UC BERKELEY

Professional and/or community service activities:

CHAMBER BOARD, St. Helena Historical Society.

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've enjoyed my first term and would like to continue.

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

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

5/20/16.

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 City Hall

File 1-00

MAY 20 2016

1480 Main St
St Helena, CA 94574CITY 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:

LIBRARY BOARD OF TRUSTEES

Name: ~~BOB DYER~~ BOB DYER

Home Address: 826 SIGNOROLI CIRCLE, ST. HELENA, CA 94574

Mailing Address: SAME

Occupation: WEB DEVELOPER

Business Address: HOMES

Home Telephone: 707-738-5919 Business Telephone: SAME

E-mail: BOBDYER@VINTAGEFACTORY.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? 15 YRS.

Current occupation (within last 12 months) WEB DESIGNER

Business interests in last 12 months: WINE COUNTRY WEB DESIGN

Previous Committee/Commission Experience:

CURRENTLY LIBRARY BOARD TRUSTEE

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

BS, UNIV. OF ARIZONA, MATHEMATICS & PHYSICS
MBA, UNIV. OF CHICAGO, FINANCE

Professional and/or community service activities:

NAT. YOUTH LIBS. BOARD MEMBER & TREASURER
FORMER PRESIDENT, APPALACHIAN ST. HELENA

Local government related experience:

LIBRARY BOARD OF TRUSTEES

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

I FEEL THAT THE LIBRARY IS CRUCIAL TO THE
COMMUNITY AND WANT TO HELP SET ITS DIRECTION.

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

DAVE YOUNG
CAMYNN MARTIN
CHRIS KROEDER

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

5/17/2016
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:

Board of Library Trustees

Name: Susan Swan

Home Address: 461 Crystal Springs Rd., St. Helena, CA 94574

Mailing Address: same as above

Occupation: Library Media Specialist

Business Address: St. Helena High School, 1401 Grayson Ave.

Home Telephone: 707 967 9552 Business Telephone: 707 967 2740 x 2145

E-mail: susan94574@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? 21 years

Current occupation (within last 12 months) St. Helena High School
Library media Specialist

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

Board of Library Trustees

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:

~ St. Helena Public Schools Foundation
~ Board of Library Trustees

Local government related experience: _____

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

Nothing in our town is as important to me as our public library
and the patrons it serves. I believe I bring passion, commitment,
history, knowledge (both of libraries and of the board) and experience
to the board. I would appreciate the opportunity to continue to serve my town as
library trustee and (unofficial) liaison between the high school/school district
and the public library.

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

Leslie Stanton
Dorothy Mondavi
Bonnie Long

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

28 May 2016
 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

SUSAN SWAN
461 CRYSTAL SPRINGS RD.
ST. HELENA, CA 94574
707 319 2464 707 967 9552
SSWAN@STHELENAUNIFIED.ORG

30 May 2016

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

Dear Ms. Black,

I would like to be considered for another term on the Board of Library Trustees. Enclosed please find my application and resumé in support of my request.

I believe the most successful boards and committees consist not only of new members bringing fresh ideas and perspectives, but rather as a mix of new members and continuing members with evolving perspectives, whose past experience and knowledge of the board's history provide continuity and strength.

My current employment as Library Media Specialist at St. Helena High School enables me to bring unique and valuable input to the library board. The public library and the high school library serve a concentric circle of patrons; I believe my knowledge of high school students' needs and my working relationships with Leslie Stanton, Cecilia Raffo, and Mari Martinez enhance the public library and high school experience for this segment of St. Helena's population. Our collaborative efforts create a seamless interaction between the two libraries that benefits everyone.

The library weathered a difficult time last year, during which the library board's job transformed overnight from making decisions concerning coffee machines for patron use to deciphering and evaluating budget summaries and trust documents. We all – trustees, City employees, and City residents – learned some valuable lessons from this experience. Trustees became more aware, not just about the mechanics of the library, but also about the importance of asking questions, understanding every aspect of each issue, and keeping our minds open to the different viewpoints from which these issues can be approached. Following these changes, I believe the library is a stronger place, not just because of Library Director Chris Kreiden, but also because, in the aftermath of the chaos, the board is more cohesive and more attentive; we have all grown as trustees.

As acting secretary of the board, I enjoy preparing the notes for each meeting so that the public can become acquainted with the topics discussed, and I would like to continue on in that role.

I hope it is evident through my work at the high school and as a long time library board member, that I am very committed to ensuring that the libraries in our community maintain a standard of excellence and are spaces where community members and students can come together to enjoy books, media, and events.

I would be happy to meet with you or other City representatives to discuss my qualifications and my passion for this board further.

Thank you for your time and consideration.

Sincerely,



Susan Swan

WORK EXPERIENCE

ST. HELENA HIGH SCHOOL

St. Helena, CA

Library Media Specialist

May 2006 – Present

- Responsible for day-to-day operation of the St. Helena High School Library, including circulation and inventory of library books, textbooks, I-L devices, audiovisual equipment, and ebook readers.
- Work closely with students and staff on information literacy, from locating books on shelves to conducting advanced Internet searches; conduct workshops on use of St. Helena Public Library's resources, both print and digital. Lead interactive workshops for students on the nine elements of digital citizenship. Create online LibGuides and Learning Management Systems pages to provide resources for research and student learning.
- Work closely with students at every stage of the research and writing process, emphasizing correct use and citation of sources. Supervise library aides and instruct them on library and literacy skills. Work with public library staff almost daily to meet high school students' needs. Help students and teachers locate materials for research and teaching, including obtaining materials through ILLs.
- Provide literature enrichment activities, including poetry writing workshops and Poem In Your Pocket Day; work with students to publish annual *Spirit of the Saints/El espíritu de los santos* literary art journal; offer theme-of-the-month book recommendations and individual recommendations to students and staff.
- Read extensively to gain knowledge, gather data, and be the high school's source of information about the latest teaching and research tools for students and teachers. Read and recommend to students books for pleasure reading as well as for coursework.
- Work closely with teachers and administrators on collection development to ensure library materials enhance the curriculum and align with Common Core State Standards, CDE standards, and Model School Library Standards. Work with teachers and administrators to research and pilot the best textbooks for new course offerings and to supplement existing collection.
- Prepare POs for purchase of textbooks, online teaching tools and software, library supplies, books, magazine, and newspaper subscriptions, and library memberships, including Junior Library Guild, Noodletools, ProQuest Research Companion, and LibGuides; budget for same.
- Research and write grants to various organizations for materials and equipment to benefit library and computer lab and for guest speakers and author workshops.
- Worked in conjunction with academic counselor to create and manage the high school's College and Career Blueprint, a college and career readiness platform to organize high school students' course planning, college, and career searches. Hold monthly Brown Bag Lunch meetings to help 10th, 11th and 12th grade students navigate the college application process. Offer almost 24-hour assistance to students on college essays and applications.
- Oversee and maintain the high school computer lab, instructing both students and staff in its use.

ST. HELENA HIGH SCHOOL

St. Helena, CA

Long-term Library Media Specialist Substitute

2000 - 2006

- Worked as the only substitute librarian in the four District school libraries. Duties included circulation, assisting students with research, importing or writing MARC records, adding titles to library catalogue, reading aloud to classes; and assisting students with ReadingCounts quizzes.
- Read and recommended books to students, teachers, and other librarians. When SHES library media specialist resigned, SHUSD hired me to prepare the library for opening, which included adding new students and newly acquired titles to library database, preparing the physical space for the school year, and training the incoming SHES Library Media Specialist.

VOLUNTEER WORK

BOARD OF LIBRARY TRUSTEES

Board Member

St. Helena, CA

2009 - Present

PUBLIC SCHOOLS FOUNDATION

Board Member

St. Helena, CA

1998 - Present

ST. HELENA HIGH SCHOOL SITE COUNCIL

Secretary

St. Helena, CA

2010 - Present

SHUSD TECHNOLOGY COMMITTEE

Member

St. Helena, CA

2013 – Present

CERTIFICATIONS AND CONFERENCES ATTENDED

- Instructional Media Resource Associate Certification through the San Diego Office of Education (2016)
- Computer Using Educators Conference (Napa, Petaluma, American Canyon) (2010, 2012, 2015, 2016)
- Google Apps for Education Conferences (Napa, Santa Clara) (2012, 2015)
- Regularly attend multiple workshops and webinars on different topics for continuing education, including 21st century literacy skills, library resources, writing MARC records, and collection development

EDUCATION

THE UNIVERSITY OF CALIFORNIA, BERKELEY

Berkeley, CA

B.A. in Linguistics

- Phi Beta Kappa

City of St Helena City Hall
Received

MAY 17 2016

1480 Main St
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:

Board of Library Trustees

Name: Michèle Amendola

Home Address: 533 Fulton Lane, St. Helena

Mailing Address: P.O. Box 2654, Yountville, CA 94599

→ Occupation: Retired librarian

Business Address: N.A.

Mobile

Home Telephone:

[REDACTED] Business Telephone: N.A.

E-mail: mdmqueen51@comcast.net

Please indicate if above numbers can be made available to the public upon request: E-mail only

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 1) Birth to 5 yrs. old
2) 1986-present

→ Current occupation (within last 12 months) _____

Business interests in last 12 months: φ

Previous Committee/Commission Experience:

Member of Napa County Library Foundation board

President of Friends of the Calistoga Library

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

Book Sale Manager, Friends of the Calistoga Library Attachment 2

Professional and/or community service activities: *Volunteer feeder of rescued baby birds,
Volunteer polling station clerk (Calistoga), *Volunteer gardener, Botne Park
*Volunteer Choral music cataloger (Vintage High School music dept., Napa)

* = former

Local government related experience: Napa County Library employee,
1989-2007

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

- It is important to me to support our democratic institutions.
- I believe that my work and volunteer experience have provided me with valuable experience that would help me to make a significant contribution to the work of the Board.

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

Chris Zinn: [REDACTED]

Dan's Kreime [REDACTED]

Tom Trice: [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

5/16/16
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

Michèle Amendola
P.O. Box 2844
Yountville, CA 94599


EDUCATION

B.A., University of the Pacific, Stockton, CA: 1974
B.J., University of Missouri, Columbia, MO: 1979
M.L.I.S., University of California, Berkeley, CA: 1990

LIBRARY EMPLOYMENT

Napa City-County Library, Napa, CA

Intern, 1988-1989

Library Associate, Extra Help: 1989-1991

Librarian I/Extension Services Librarian: 1991-1992

Librarian II/Extension Services Librarian: 1992-1993

Librarian III/Division Head of Branches & Circulation: 1993-2007

- Supervised staff of three library branches and the Head of Circulation (over 2 dozen staff in all)
- Evaluated, selected, ordered and weeded library materials for adult collections in three branches (budget of over \$25,000/year)
- Assisted patrons in adult and children's reference services
- Prepared and presented materials for staff training
- Wrote, edited and laid out monthly library newsletter
- Wrote, produced and kept updated an extensive staff procedure manual for circulation and branch staff
- Participated in Division Heads meetings, discussing and advising library administration about library policies and operations, including special projects

- Wrote interview questions, interviewed job applicants and made recommendations to library administration about hiring decisions
- Trained and counseled library staff
- Participated in special projects as a team member

LIBRARY VOLUNTEER WORK

Friends of the Calistoga Library

- President, 2007 through 2014
- Book Sale Manager and sole processor of book, CD and DVD donations, 2007-2015

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