*AMENDED 5-18-18
City of St. Helena
Regular City Council Meeting
Tuesday, May 22, 2018 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

Page

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL
   Mayor: Alan Galbraith, Vice Mayor: Peter White, City Council: Paul Dohring, Geoff Ellsworth and Mary Koberstein

   * Vice Mayor Peter White will be teleconferencing from 824 Chiles Avenue, St. Helena, CA 94574

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.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

   6.1. Proclamation observing National Public Works Week 2018 — 9

   Proclamation

7. STAFF BRIEFING

   7.1. None

8. 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)

8.1. *Updated 5/18/18 11 - 26

Consideration and approval of a Resolution approving a two year agreement with Housing Authority of the City of Napa to provide contract Housing Authority services in an amount not to exceed $78,267 ~~$88,114~~ ($38,614 ~~$43,465~~ in FY 2018-19 and $39,653 ~~$44,649~~ in FY 2019-20).

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Noah Housh, Planning & Community Improvement Director
Recommendation:
Staff recommends City Council approve the Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not to exceed $78,267 ~~$88,114~~ to continue their services as the contract housing authority for the City of St. Helena.

Staff Report

8.2. *Updated 5/18/18 to include May 3, 2018 Minutes 27 - 44

Consideration and proposed approval of Special Meeting Minutes of May 3, 2018, Regular Meeting Minutes of May 8, 2018 and Special Budget Study Session Minutes of May 9, 2018. ~~(Minutes will be provided before the meeting)~~ Provided May 18, 2018

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends adopting the minutes.

5-3-18 Special City Council Study Session
5-8-18 Regular City Council Minutes
5-9-18 Special City Council Budget Study Session Minutes

8.3. Second Reading and Proposed Adoption of an Ordinance Granting the City Manager Authority to Execute Settlement Agreements, Waive Otherwise Applicable Fees and Penalties up to $2,000, and Resolve Appeals Subject to Chapter 1.16 of this Code and Other Disputes Involving City Codes 45 - 51

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Staff recommends the City Council conduct the second reading of the ordinance, adopt by title only and waive further reading.

Staff Report

8.4. Consideration of a resolution approving out-of-state travel for Recreation Director André Pichly to attend a Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) site visitation for the Cleveland Metroparks, in Cleveland, Ohio, June 4-7, 2018, with no fiscal impact to the City. 53 - 56

CEQA Determination: Not a CEQA project
Prepared By: Andre Pichly, Recreation Director
Recommendation:
Staff recommends the City Council adopt the resolution approving out-of-state travel for Recreation Director André Pichly to attend a Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) site visitation for the Cleveland Metroparks, in Cleveland, Ohio, June 4-7, 2018, with no fiscal impact to the City.

Staff Report

8.5. Consideration and approval of a resolution: (1) Approving a five-year Contract between the City of Saint Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for $7,380.00 per year for a five-year not-to-exceed cost of $36,900.00 for services and $11,216.00 for equipment for a total not-to-exceed amount of $48,116.00 over a five-year period; and (2) Authorizing a budget increase of $11,216.00 to Bureau of State and Community Corrections Fund (278) Capital Equipment (278-4900-2630). 57 - 101

CEQA Determination: Not a CEQA project
Prepared By: William Imboden, Chief of Police
Recommendation:
Staff recommends City Council approve the Resolution: (1) Approving a five-year Contract between the City of Saint Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for $7,380.00 per year for a five-year not-to-exceed cost of $36,900.00 for services and $11,216.00 for equipment for a total not-to-exceed amount of $48,116.00 over a five-year period; and (2) Authorizing a budget increase of $11,216.00 to Bureau of State and Community Corrections Fund (278) Capital Equipment (278-4900-2630).

Staff Report

8.6. Consideration of a Resolution approving Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues 103 - 120

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends the City Council approve a Resolution approving Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues.

Staff Report

8.7. Consideration and proposed approval to adopt: 121 - 136
a) Resolution of support for Measure D; and
b) Resolution of support for Regional Measure 3

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Consideration of resolutions in support of Measure D and Regional Measure 3.

Staff Report

9. PUBLIC HEARINGS

9.1. None

10. NEW BUSINESS

10.1. St. Helena Chamber of Commerce Annual Report and FY 2018/19 Budget 137 - 184

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Receive and file, and provide direction regarding preparation of an amendment to the agreement.

Staff Report
Chamber City Presentation 2017-2018

10.2. Consideration and Proposed Approval of a Resolution Rescinding Resolution 2013-26 Rules of Procedure for the Conduct of Council Meetings, Rescinding Resolution 2011-18 City Council Standards of Conduct, and Re-establishing Rules of Procedure for the Conduct of Council Meetings and Re-establishing City Council Standards of Conduct 185 - 223

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
The working group and Staff recommend reviewing and adopting the resolution rescinding resolution 2013-26 and resolution 2011-18 and amending City Council Rules of Procedure for the Conduct of Council meetings and amending City Council Standards of Conduct.

Staff Report

10.3. *New Item 5/18/18 225 - 233
Council discussion and consideration of placing an increase in the transient occupancy tax (TOT) on the November 2018 ballot, including but not limited to the one percent (1%) increase sought under discussion by a two person subcommittee of the Napa County Board of Supervisors, and other options and amounts as deemed appropriate by the City Council.

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

It is recommended that the City Council discuss placing an increase in the transient occupancy tax (TOT) on the November 2018 ballot.

Staff Report

11. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

11.1.

June City Council Meetings: **6/12 (staff reports due 5/25)** **6/26 (staff reports due 6/8)**
PROCLAMATIONS AND PUBLIC RECOGNITION:
Elder Abuse Prevention Month proclamation – PD
6/12 June is Pride Month - Admin
6/12 LGBTQ Pride Month June 2018 - Admin
6/26 Parks & Rec Month
CONSENT:
6/12 Comp/Class Study HR
Call the November election - Admin
6/12 Little League Contract Amendment - Recreation
Sign 1st Reading - Planning
Spring Mountain Agreement - PW
6/12 Budget adoption – Finance
6/12 Escheat – Finance
6/12 Water Storage Tanks and Pump Station Upgrades - Award of Contract – PW
High School to Submit Annual Request Re: Street Closure for Homecoming Parade - PW
6/12 Adopt and approve compensation schedule - HR
6/26 Award of Contract for overlay - PW
6/26 Award of Contract for downtown restroom - PW
6/26 Award of Contract for master utility plan - PW
6/26 Curb Ramp Upgrades - award of contract - PW
6/26 Kosmont – Downtown Market Study - Admin
6/26 2525 Madrona Parcel Map - Planning
6/26 Smoking Ordinance - Rec
6/26 Amended Coop Agreement with Caltrans for Grayson Signal for electricity(Caltrans to attend)
PH or NEW BUSINESS:
6/12 Pacific Legacy – Finance 6/12 Light Up Lyman Park and Ice Rink - Rec
6/26 Housing Whitepaper Discussion - Admin
6/12 SHAPE Committee Report Out - Admin

Bimonthly Goals and Objectives Update - Admin
6/12 Sign Ordinance
<u>July City Council Meetings</u>: **7/10 Mtg Cancelled** **7/24 (staff reports due 7/6)**
Resolution Adopting GANN Limit (Appropriations) - Finance

12. ADJOURNMENT

The next Regular City Council meeting is scheduled for June 12, 2018 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 May 10, 2018.

Cindy Tzafopoulos

Cindy Tzafopoulos, 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 https://sthelena.civicweb.net and will be available for public review at the respective meeting.

City of St. Helena

PROCLAMATION

National Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works crews; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works department is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the year 2018 marks the 58th annual National Public Works Week sponsored by the American Public Works Association; and

NOW THEREFORE, BE IT RESOLVED, that the St. Helena City Council, City staff and the citizens of St. Helena do hereby proclaim the week of May 20-26, 2018 as "National Public Works Week" and encourage all citizens to join us in this worthy observance.

Dated: May 22, 2018

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Alan Galbraith, Mayor
City of St. Helena

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **Consent**

Subject: ***Updated 5/18/18**
Consideration and approval of a Resolution approving a two year agreement with Housing Authority of the City of Napa to provide contract Housing Authority services in an amount not to exceed $78,267 ~~$88,114~~ ($38,614 ~~$43,465~~ in FY 2018-19 and $39,653 ~~$44,649~~ in FY 2019-20).

CEQA Determination: **Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.**

Prepared By: Noah Housh, Planning & Community Improvement Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In 2008, the Napa Valley Housing Authority Joint Powers Agreement was dissolved and the City entered into a separate agreement with the Housing Authority of the City of Napa (HACN). Since that time, the Housing Authority has provided services related to affordable housing occupancy certifications, annual owner verification and eligibility, administration of the lottery process for new affordable units, technical assistance to the City related to development agreements, countywide homelessness representation and other specific requests for technical assistance. The Housing Authority and the City have continued this contractual relationship and have developed a strong and productive working relationship.

DISCUSSION

The Housing Authority has prepared a new two-year agreement to continue the provision of Housing Authority and related services for the City. These services currently include management of Section 8 housing and continuum of care services;

regulatory agreement monitoring, review of development projects and proposed affordable housing regulatory agreements; and additional services that are mutually agreed upon. In addition, the HACN will continue to manage and administer the HOME grant loan program for the City.

The proposed cost for FY 2018-19 is $36,614 ~~$43,465~~ and for FY 2019-20 is $39,653 ~~$44,649~~ for a total two year cost of $78,267 ~~$88,114~~. This is an approximate 5.5% increase over the current contract amount of $78,267 ~~$83,149~~ and is being requested to cover increased costs experienced by the HACN.

FISCAL IMPACT

Funds in an amount totaling $36,614 ~~$43,465~~ and are included in the proposed FY 2018-19 budget. If the contract is approved an additional $39,653 ~~$44,649~~ will be budgeted for FY 2019-20.

RECOMMENDED ACTION

Staff recommends City Council approve the Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not to exceed $78,267 ~~$88,114~~ to continue their services as the contract housing authority for the City of St. Helena.

ATTACHMENTS

St Helena Housing Services Contract and Scope of Services - 2018 Final
Resolution
May 2018 Annual Housing Services Report

0INTERGOVERNMENTAL AGREEMENT FOR SERVICES BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NAPA AND THE CITY OF ST. HELENA

HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. _____
CITY OF ST. HELENA AGREEMENT NO. _____

THIS AGREEMENT FOR SERVICES (this "Agreement") is made and entered into as of July 1, 2018 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic (the "Authority"), and the CITY OF ST. HELENA, a municipal corporation (the "City") under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536. City and Authority are public entities organized and operating under the laws of the State of California and each is a public entity as defined in California Government Code Section 6500. The Authority and City are hereinafter collectively referred to as the "Parties."

<u>RECITALS</u>

WHEREAS, the City desires to obtain housing services from the Authority during the Fiscal Year 2018 – 2019 and Fiscal Year 2019 – 2020, and the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

<u>TERMS</u>

NOW, THEREFORE, City and Authority agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2020 (the "Term") unless earlier terminated in accordance with Paragraphs 7 or 8 of this Agreement.

2. **Scope of Services.** Authority shall provide the City those services set forth in Exhibit "A", attached hereto and incorporated by reference herein (the "Services").

3. **Compensation.**

(a) Baseline Rates. In consideration of Authority's performance of the Services, the City shall pay to Authority the baseline rate ("Baseline Rate") of Thirty Four Thousand Six Hundred Fourteen Dollars ($34,614.00) for fiscal year 2018–2019 and Thirty Five Thousand Six Hundred Fifty Three Dollars ($35,653.00) for fiscal year 2019–2020.

(b) Pass-Through Rate. In addition to the Baseline Rate, City shall pay to Authority the pass-through rate ("Pass-Through Rate") of Four Thousand Dollars ($4,000) per fiscal year, of which Two Thousand Dollars ($2,000) per fiscal year will be paid by Authority to Abode Services ("Abode") for Countywide rental assistance services provided by Abode and Two Thousand Dollars ($2,000) per fiscal year will be paid by

Authority to Fair Housing Napa Valley ("Fair Housing") for Countywide fair housing, general housing and counseling services provided by Fair Housing.

(c) Maximum Annual Compensation. The total compensation for the Services provided by Authority to the City under this Agreement, including the Baseline Rate and the Pass-Through Rate, shall not exceed $38,614.00 for fiscal year 2018-2019 or $39,653.00 for fiscal year 2019-2020 as detailed in the following table:

COMPENSATION BREAKDOWN			
Service Provided	**FY2018-19 Cost**	**FY2019-20 Cost**	**Total Cost**
HACN Baseline Housing Services (Baseline Rate)	$34,614	$35,653	$70,267
Abode Services - Rental Assistance (Pass-Through Rate)	$2,000	$2,000	$4,000
Fair Housing Napa Valley - Fair Housing, General Housing and Counseling Services (Pass-Through Rate)	$2,000	$2,000	$4,000
Total Service Cost	$38,614	$39,653	$78,267

(d) Rate for Additional Services. If the City authorizes Authority to perform services that are not included in the Scope of Services set forth in Exhibit "A," Authority will be compensated for such services on a time and materials basis. The rate for Authority's time shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Authority costs (direct and indirect) associated with an employee, over and above gross compensation or payroll costs. Typical costs associated with the Fully Burdened Overhead Rate include payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, other benefits, and indirect costs including departmental and citywide administrative overhead allocations. The applicable Fully Burdened Overhead Rate will depend on the Authority employee performing the services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

Any grant program administration or activity delivery services provided by Authority to City for HOME loans after the expiration or termination of the Intergovernmental Agreement between Authority and City dated July 1, 2017 shall be considered additional services subject to the Fully Burdened Overhead Rate; provided however, the Fully Burdened Overhead Rate for such services shall exclude any indirect Authority costs, such as overhead allocations.

4. **Method of Payment.** The Authority shall provide to City an invoice for payment for the Services on the following dates and in the following amounts:

(a) On July 1, 2018, an invoice equal to 50% of the Baseline Rate for fiscal year 2018-2019 in the amount of $17,307.00 plus the Pass-Through Rate for fiscal year 2018-2019 of $4,000.00 for a total of $21,307.00; and

(b) On January 1, 2019, a second invoice for the remaining 50% of the Baseline Rate for fiscal year 2018-2019 in the amount of $17,307.00.

(c) On July 1, 2019, a third invoice for 50% of the Baseline Rate for fiscal year 2019-2020 in the amount of $17,826.50 plus the Pass-Through Rate for fiscal year 2019-2020 in the amount of $4,000.00 for a total of $21,826.50; and

(d) On January 1, 2020, a fourth invoice for the remaining 50% of the Baseline Rate for fiscal year 2019-2020 in the amount of $17,826.50.

City shall pay the Authority within thirty (30) days following receipt of an invoice.

5. **Independent Contractor.** The Authority shall perform the Services under this Agreement as an independent contractor. The Authority and the officers, agents and employees of Authority are not, and shall not be deemed, City employees for any purpose, including workers' compensation. The Authority shall determine the method and manner by which the Services shall be performed. The Authority and its officers, employees and agents shall not be entitled to any of the benefits accorded to a City employee. City shall not deduct or withhold any amounts whatsoever from the compensation paid to the Authority, including, but not limited to amounts required to be withheld for state and federal taxes. The Authority shall be solely responsible for all such payments.

6. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Authority and its elected and appointed officials, officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with City's acts or omissions under this Agreement.

To the fullest extent permitted by law, Authority shall defend, indemnify and hold harmless City and its elected and appointed officials, officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with Authority's acts or omissions under this Agreement.

7. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. **Termination for the Convenience of a Party.** This Agreement may be

terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

9. **Payment for Work upon Expiration or Termination.** In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, Authority shall be entitled to receive compensation for any satisfactory Services provided by the Authority prior to the effective date of the notice subject to the maximum amount set forth in Paragraph 3(b). In the event the termination results in the Authority receiving payment in an amount that exceeds the amount due to Authority for the Services provided under this Agreement, City shall be entitled to receive reimbursement for any overpayment from Authority.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY	CITY OF ST HELENA
Lark Ferrell, Housing Manager	Mark Prestwich, City Manager
Housing Authority of the City of Napa	City of St. Helena
P.O. Box 660	1480 Main Street
Napa, CA 94559	St. Helena, CA 94574

12. **Confidentiality.** Confidential information is defined as all information disclosed to the Authority which relates to City past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in Paragraph 15, as directed by the City Manager or designee thereof, or when required by the California Public Records Act, a subpoena or by court order, the Authority shall hold all such information as the Authority may receive, if any, in trust and confidence.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by the Parties.

14. **Compliance with Laws.** In the performance of this Agreement, the Authority shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

15. **Access to Records/Retention.** City shall have access to any books, documents, papers and records of the Authority prepared or obtained by the Authority when providing the Services under this Agreement. Upon expiration or termination of this Agreement the Authority shall return all such records to City unless otherwise directed by City to retain or dispose of such records, except that with the written permission of City, the Authority may keep a copy of such records as long as such copy is maintained in confidence and is returned to City or its successor agency to be destroyed upon notification to Authority that City has authorized destruction of the original records.

16. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

17. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

18. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. **Entirety of Contract.** This Agreement, together with “Exhibits A and B” attached hereto and incorporated herein, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

20. **Counterparts.** This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

21. **Privileges and Immunities.** In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen’s compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

This Agreement continues on the following page.

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the date first above written.

CITY OF ST. HELENA

By: ______________________________________
ALAN GALBRAITH, Mayor, City Council

ATTEST:

By: ______________________________________
CINDY TZAFOPOULOS, City Clerk

APPROVED AS TO FORM:

By: ______________________________________
THOMAS BROWN, City Attorney

HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic

By: ______________________________________
RICK TOOKER, Deputy Director

ATTEST:

By: ______________________________________
DOROTHY ROBERTS, Deputy Authority Secretary

COUNTERSIGNED:

By: ______________________________________
DESIREE BRUN, City Auditor

APPROVED AS TO FORM:

By: ______________________________________
MICHAEL BARRETT, Authority General Counsel

EXHIBIT "A"

Scope of Work

WORK PROGRAM	DESCRIPTION
A. COUNTYWIDE ACTIVITIES	
1. Section 8 Housing Services	Administer HUD-funded very low income rental housing assistance program administered countywide - 88% City of Napa & 12% countywide
2. Continuum of Care	Participate in Countywide Continuum of Care for delivery of homeless services & projects
B. STANDARD HOUSING SERVICES	
1. Regulatory Agreement Monitoring	Provide required annual monitoring of regulatory agreement units summarized in "Exhibit B".
2. Review development projects	Technical assistance reviewing proposed housing developments to maximize affordable housing units
3. Affordable Housing Regulatory Agreements	Review affordable housing agreements & make recommendations
4. Annual Meeting with Staff and Council	Report on year's activities
C. ADDITIONAL HOUSING SERVICES	
1. Additional housing services as mutually agreed to	TBD: The Authority shall be compensated for such additional services in accordance with Section 3(d)

EXHIBIT “B”

MONITORING DETAIL

Project	Type	Affordable Units	Task	Description
Marietta Townhomes	BMR	10	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Wallis	BMR	20	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Magnolia Oaks	BMR	2	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Sherwin Project	BMR	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
957 Hunt Street	Studio	2	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
1421 Railroad Avenue	Apt.	1	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
Magnolia Oaks	Apt.	10	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
Magnolia Oaks	2nd units	6	Annually	Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.
Additional affordable housing units	TBD	up to 16*	Annually	Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.

BMR= Below Market Rate

*Affordable units beyond the number identified above shall be billed on a time and material basis in accordance with Paragraph 3(d).

CITY OF ST. HELENA

RESOLUTION NO. 2018-____

Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not to exceed $78,267 to continue their services as the contract housing authority for the City of St. Helena.

RECITALS

A. The City of St. Helena desires to obtain housing services from the Authority during the Fiscal Year 2018-19 and Fiscal Year 2019-20; and

B. The Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

RESOLUTION

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

1. Authorize the City to enter into a two-year agreement with Housing Authority of the City of Napa to continue their services as the contract housing authority for the City of St. Helena in an amount not to exceed $78,267; $36,614 in FY 2018-19 and $39,653 in FY 2019-20.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith:	___________
Vice Mayor White:	___________
Councilmember Koberstein:	___________
Councilmember Dohring:	___________
Councilmember Ellsworth:	___________

APPROVED: ATTEST:

_________________________ _________________________

Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

CITY OF NAPA

Housing Authority

May 16, 2018

Mark Prestwich, City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Re: 2017 - 2018 Housing Services Agreement Annual Report

Dear Mark:

Attached please find the annual summary report of services provided under the Housing Services Agreement for the contract period July 1, 2017 through June 30, 2018.

During the contract period, the Housing Authority has provided regulatory agreement monitoring on for-sale and rental affordable housing units to ensure compliance with the City's affordable housing agreements.

The Housing Authority has also provided rental assistance to seven very-low income households funded through our Section 8 Housing Choice Voucher Program. One additional household received rental assistance under the Non-Elderly Disabled Program.

Additionally, Housing staff provided technical assistance and review of the City's loan and regulatory agreements for the McCorkle self-help housing project. Additionally, staff provided assistance with the affordability and rent requirements for the Turley Flats affordable rental housing project. We also assisted City staff with the gathering of demographic information to review in conjunction with a possible mobile home rent control ordinance.

We look forward to working with you and your staff in the coming year. If you have any questions or concerns, please feel free to contact me at 257-9547 or Andrea Clark at 257-9254.

Sincerely,

Lark Ferrell
Housing Manager

cc: Noah Housh

Housing Authority: 1115 Seminary Street, Napa CA 94559 | Mailing Address: P.O. Box 660, Napa CA 94559 | (707) 257-9543 phone
(707) 257-9239 fax | TTY: 711 (Telecommunication Relay Service | www.cityofnapa.org/housing

EQUAL HOUSING OPPORTUNITY

HOUSING AUTHORITY'S
ANNUAL REPORT
HOUSING SERVICES AGREEMENT
JULY 1, 2017 - JUNE 30, 2018

CITY OF ST. HELENA

WORK PROGRAM ITEM	DESCRIPTION	WORK PRODUCED
A. COUNTYWIDE ACTIVITIES		
1. Section 8 Housing Services	HUD funded very low income rental housing assistance program administer Countywide – 88% City of Napa and 12% Countywide.	The Housing Authority of the City of Napa administers a $10.58 million Section 8 Housing Choice Voucher program providing 1100 rental assistance vouchers throughout the County of Napa. There are currently 7 households receiving rental assistance in the City of St. Helena with another 10 households on the Wait List.
		There is currently one St. Helena households that receives assistance under our Non-Elderly Disabled Persons Voucher Program (NEDS). These special vouchers provide rental assistance to non-elderly persons with disabilities and can be used to rent any market rate unit within Napa County.
		Each household receiving rental assistance vouchers meets annually with a Housing Technician to re-certify income eligibility and to review program guidelines and regulations. Each housing unit assisted undergoes an annual or a biennial Housing Quality Standards inspection by the Housing Inspector.
2. Continuum of Care	Act as lead agency for the Countywide Continuum of Care plan for delivery of Homelessness services and projects.	Attended monthly Continuum of Care Committee meetings to represent the City of St. Helena to secure funding from the Federal Department of Housing and Urban Development for the purposes of supporting homeless services and housing programs. This past year the Committee applied for and was awarded $745,886 in HUD Continue of Care Grants, a 4.0% increase over last year, to assist the homeless population with case management and rental assistance.
B. STANDARD HOUSING SERVICES		
1. Regulatory Agreement Monitoring	Provide required annual monitoring of regulatory agreement units.	Mailed out annual owner occupancy certifications to homeowners in the Wallis, Marietta, Magnolia Oaks, and Sherwin affordable housing units. Verified fire insurance placement and coverage and verified the payment of property taxes on each property. Updated database to reflect any changes.

HOUSING AUTHORITY'S
ANNUAL REPORT
HOUSING SERVICES AGREEMENT
JULY 1, 2017 - JUNE 30, 2018

WORK PROGRAM ITEM	DESCRIPTION	WORK PRODUCED
Regulatory Agreement Monitoring-Cont'd		Provided annual monitoring on the City's affordable rental housing agreements. Mailed out project compliance reports to owners and reviewed household information for compliance to regulatory agreements.
		One below market rate home in the Wallis subdivision re-sold during this reporting period. Assisted with the marketing of the property and determining eligibility of the buyer. Additionally, Housing staff monitored change of ownerships of two of the Magnolia Oaks market rate homes with the affordable granny units to secure new rental restriction agreements on the granny units.
2. Review development projects	Technical assistance reviewing residential development plans to maximize affordable housing units.	Housing Staff provided technical assistance on the loan documents and regulatory agreements for the McCorkle self-help housing project. Staff also provided assistance with the affordability and rent requirements for the Turley Flats project.
3. Affordable Housing Regulatory Agreements	Review affordable housing agreements and make recommendations	Assisted city staff with gathering demographic information to review in conjunction with a possible mobile home rent control ordinance.
4. Annual Meeting with Staff and Council	Report on year's activities	Housing staff has reported and discussed various housing topics and issues with the City staff throughout the year.
C. ADDITIONAL HOUSING SERVICES		
1. Other services as mutually agreed upon	HOME Grant - Homeowner Repair Program	Housing staff assisted City staff with preparing & submitting the required NEPA and HOME grant contract set-up documents to HCD. In December 2017, the City received authority to use the grant funds. Housing staff provided marketing, outreach, and a homeowner information workshop to Vineyard Valley Mobile Home Park homeowners. Marketing flyers were mailed out to the homeowners of the below market rate homes in the Wallis subdivision and the Marrietta Townhomes. An informational workshop with the Marrietta Townhome owners is scheduled for late May 2018.

HOUSING AUTHORITY'S
ANNUAL REPORT
HOUSING SERVICES AGREEMENT
JULY 1, 2017 - JUNE 30, 2018

WORK PROGRAM ITEM	DESCRIPTION	WORK PRODUCED
Other Services - cont'd		Mailed out 25 applications and received and processed 12 applications, determined program eligibility, inspections, and work write-ups, and prepared loan documents.
		All required quarterly and annual reporting was submitted to HCD on behalf of the City consistent with the requirements of the HOME grant program.

MINUTES
City of St. Helena
Special City Council Meeting
Thursday, May 3, 2018 @ 3:00 PM
St. Helena Fire Department, 1480 Main Street, St. Helena (Entrance on Railroad Avenue)
465 Main Street, St. Helena

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

Present: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Geoff Ellsworth, and Councilmember Mary Koberstein

Absent: Vice Mayor Peter White

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

No public comment was received.

4. NEW BUSINESS

4.1 St. Helena Fire Department Operations Study Session

CEQA Determination: Not a CEQA project
Prepared By: John Sorensen, Fire Chief
Recommendation:
Review and discuss.

Fire Chief John Sorensen provided a presentation and overview of the St. Helena Fire Department operations.

Public comment was received by members of the part-time St. Helena Firemen and Daniel Beltrami.

5. ADJOURNMENT

The May 3, 2018, Special City Council meeting minutes were adopted at the May 22, 2018, City Council regular meeting.

Mayor Galbraith adjourned the meeting at Time 4:47 p.m.

APPROVED: **ATTEST:**

____
Alan Galbraith, Mayor

____
Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, May 8, 2018 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

Present: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

Absent: Vice Mayor Peter White

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM:

George Caloyannidis addressed the City Council.

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

City Manager Mark Prestwich provided a SHAPE Committee update.

Finance Director April Mitts announced the May 9, 2018 City Council Budget Workshop.

City Clerk Cindy Tzafopoulos reminded the City Council and the community regarding the recruitment for boards, committees and commission openings.

Erica Ahmann Smithies provided information regarding the upcoming Bike to Work and School Day.

Council Member Koberstein publicly recognized Public Works Director Erica Ahmann Smithies for her collaborative efforts with CalTrans to install audible crosswalk signals at 4 intersections in town.

Council Member Ellsworth noted disruptive noise from the Wine Train, the May 17, 2017 Water Symposium and recent Special City Council meeting regarding the Fire

Department operations.

Council Member Dohring requested a Wine Train update.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1 Proclamation for National Travel & Tourism Week

6.2 Proclamation for Mental Health Awareness Month

6.3 Proclamation for Bike to Work Day

6.4 Proclamation Lupus Awareness Month

7. STAFF BRIEFING

7.1 None

8. 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)

8.1 Consideration and proposed approval of Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2018, between the hours of 5:30 pm and 8:00 pm. This event request includes approval of a mobile food vendor with two parking spaces on Main Street, one local food purveyor, local merchandise, beer or wine vendors and to waive the City encroachment permit fee in the amount of $200.00.

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Chrissy Cook, Administrative Assistant
Recommendation:
Staff recommends that City Council adopt the Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2018, between the hours of 5:30 pm and 8:00 pm. This event request includes approval of a mobile food vendor with two parking spaces on Main Street, one local food purveyor, local merchandise, beer or wine vendors and to waive the encroachment permit fee in the amount of $200.00.

8.2 Consideration and proposed approval of Regular Meeting Minutes of April 24, 2018 ~~(Will be provided prior to the meeting)~~ Provided May 4, 2018

Item 8.3 was removed from Consent.

8.3 ~~Consideration and approval of a Resolution approving City of St. Helena City~~

~~Council Policy P-FI-0013 Fraud Prevention and Detection Policy~~

8.4 Consideration and approval of a resolution authorizing Amendment No. 1 to the Cooperative Joint Powers Agreement to Fund and Administer the Napa Countywide Stormwater Program (Napa Countywide Stormwater Pollution Prevention Program)

CEQA Determination: Not a CEQA project
Prepared By: Michael Fontana, Environmental Services Tech
Recommendation:
Staff recommends that City Council adopt the attached resolution authorizing Amendment No. 1 to the Cooperative Joint Powers Agreement to Fund and Administer the Napa Countywide Stormwater Program (Napa Countywide Stormwater Pollution Prevention Program).

Item 8.5 was removed from Consent.

8.5 ~~Staff recommends the City Council authorize the City Manager to execute a Production Agreement with Zambelli Fireworks in the amount of $40,000.00 for the City-sponsored July 4, 2017 fireworks show.~~

8.6 Consider and approve a resolution authorizing the City Manager to execute Amendment No. 2 in the amount of $234,624 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Dam Removal Project, for a total not to exceed amount of $840,994.80

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Staff recommends that City Council approve the resolution authorizing the City Manager to execute Amendment No. 2 in the amount of $234,624 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Dam Removal Project, for a total not to exceed amount of $840,994.80.

8.7 Consideration and proposed approval of a resolution approving a fourth amendment to the Unrepresented Compensation Program and 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 schedules to include a 3.5% COLA effective July 1, 2018 to all mid-managers of the Unrepresented Compensation program and a 3.5% COLA to the following executive department heads: City Clerk, Fire Chief, Finance Director, Human Resources & Information Director, Library Director, Planning & Community Improvement Director, Police Chief, Public Works Director, and Recreation Director

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:
Adopt resolution approving the fourth amendment to the Unrepresented Compensation Program and 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 schedules to include a 3.5% COLA effective July 1, 2018 to all mid-managers of the Unrepresented Compensation program and a 3.5% COLA to the following executive department heads: City Clerk, Fire Chief, Finance Director, Human Resources & Information Director, Library Director, Planning & Community Improvement Director, Police Chief, Public Works Director, and Recreation Director.

8.8 Consideration and proposed adoption of a resolution designating the City Manager and/or Director of Public Works as the authorized representatives to sign and file a Financial Assistance Application, for and on behalf of the City, for a loan and/or grant agreement from the State Water Resources Control Board and the United States Department of Agriculture for the planning, design, and/or construction of Capital Improvement Program projects.

CEQA Determination: Not a CEQA project
Prepared By: Felix Hernandez III, Utilities Operations Manager
Recommendation:
Adoption of a resolution designating the City Manager and/or Director of Public Works as the authorized representatives to sign and file a Financial Assistance Application, for and on behalf of the City, for a loan and/or grant agreement from the State Water Resources Control Board and the United States Department of Agriculture for the planning, design, and/or construction of Capital Improvement Program projects.

Councilmember Paul Dohring moved to approve Consent items 8.1, 8.2, 8.4, 8.6 through 8.8. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

8.3 Consideration and approval of a Resolution approving City of St. Helena City Council Policy P-FI-0013 Fraud Prevention and Detection Policy

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Admin Services Mgr
Recommendation:
Staff recommends City Council approve a Resolution approving City of St.

Helena City Council Policy P-FI-0013 Fraud Detection and Prevention Policy.

Finance Director April Mitts reported on this item.

Bobbie Monnette provided public comment.

Councilmember Paul Dohring moved to approve Item 8.3 as amended. The motion was seconded by Councilmember Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

8.5 Staff recommends the City Council authorize the City Manager to execute a Production Agreement with Zambelli Fireworks in the amount of $40,000.00 for the City-sponsored July 4, 2017 fireworks show.

CEQA Determination: Not a CEQA project
Prepared By: Andre Pichly, Recreation Director
Recommendation:
Staff recommends the City Council authorize the City Manager to execute a Production Agreement with Zambelli Fireworks in the amount of $40,000.00 for the City-sponsored July 4, 2017 fireworks show.

Cio Perez addressed the City Council and noted that the agendized year in the title was incorrect and should be the current year.

Councilmember Geoff Ellsworth moved to approve Item 8.5. The motion was seconded by Mayor Alan Galbraith and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

9. PUBLIC HEARINGS

9.1 Consideration and approval of a Resolution amending the Appropriations Limit for FY 2017-2018.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends the City Council of the City of St. Helena adopt a Resolution amending the appropriation limit for Fiscal Year 2017-2018.

Finance Director April Mitts reported on this item.

No public comment was received.

Councilmember Mary Koberstein moved to approve a resolution amending the Appropriations Limit for FY 2017-2018. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

10. NEW BUSINESS

10.1 Update on City Council "Stabilize, Maintain and Improve Access to Housing" Goal

CEQA Determination: Not a CEQA project
Recommendation:
Receive and file.

City Manager Mark Prestwich reported on this item.

Consultant Erica Sklar provided a presentation.

George Caloyannidis provided public comment.

10.2 Introduction of Conceptual Countywide Workforce Housing Funding Mechanism

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Discuss and consider designating a Council Member to participate in discussions with VNV and other Napa county local government representatives to return with a draft ordinance for consideration.

City Manager Mark Prestwich reported on this item.

Catherine Heywood, Visit Napa Valley, Vice President, Community and Industry Relations provided a presentation.

Mayor Galbraith and Council Member Koberstein were appointed to participate in discussions with VNV and other Napa county local government representatives to return with a draft ordinance for consideration.

Randy Dunn, Mary Stephensen, Mike Hacket and Southbridge General Manager Marcelle Adderley addressed the City Council.

10.3 *Updated May 4, 2018
Discussion and Consideration of City Position on June 2018 Ballot Measures

CEQA Determination: Exempt
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Consider positions of support, oppose, neutral or no position on each measure.

City Manager Mark Prestwich reported on this item.

Councilmember Mary Koberstein moved to adopt a resolution supporting Proposition 68. The motion was seconded by Mayor Alan Galbraith and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

Councilmember Paul Dohring moved to adopt a resolution in support of Proposition 69. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

Bobbi Monnette addressed the City Council.

Councilmember Mary Koberstein moved to draft a resolution in support of Regional Measure 3 and bring back to the next City Council meeting for consideration. The motion was seconded by Councilmember Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

Tom Belt, Beth Novak Milliken, George Caloyannidis, Cio Perez and Mike Hacket addressed the City Council.

Councilmember Geoff Ellsworth moved to adopt a resolution supporting Measure C. The motion was seconded by Councilmember Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

Mayor Galbraith recused himself due to personal conflict and left the meeting room.

Council Member Dohring acted as Mayor Pro Tempore.

George Caloyannidis, Bobbi Monnette and Cio Perez addressed the City Council.

Councilmember Mary Koberstein moved to draft a resolution in support of Measure D and bring back to the next City Council meeting for consideration. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: Mayor Alan Galbraith

Mayor Galbraith returned to the meeting room.

10.4 Discussion of Capital Improvement Project C-82 Downtown Restrooms Project

CEQA Determination: 15303 New Construction or Conversion of Small Structures
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Discuss and provide direction to City staff.

Councilmember Mary Koberstein moved to reconsider this item. The motion was seconded by Councilmember Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

Public Works Director Erica Ahmann Smithies reported on this item.

Joshua Parke addressed the City Council.

Councilmember Mary Koberstein moved to pause the project and re-evaluate the costs involved for a conditioned restroom. The motion was seconded by Councilmember Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

10.5 Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2018/2019 to 2022/2023)
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Approve the attached Resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2018/2019 to 2022/2023.)

Public Works Director Erica Ahmann Smithies reported on this item.

No public comment was received.

Councilmember Geoff Ellsworth moved to approve a resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2018/2019 to 2022/2023) as amended to revise Lyman Park bathroom improvements. The motion was seconded by Councilmember Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

10.6 Consideration and Approval of a Resolution approving City of St. Helena City Council Policy P-CC-0001 - Policy on the Management of Legal Services

CEQA Determination: Exempt
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
It is recommended the City Council review and approve City of St. Helena City Council Policy P-CC-0001 - Policy on the Management of Legal Services.

City Attorney Tom Brown recused himself and left the meeting room.

City Manager Mark Prestwich reported on this item.

No public comment was received.

Councilmember Mary Koberstein moved to approve a resolution approving City of St. Helena City Council Policy P-CC-0001 - Policy on the Management of Legal Services as amended to submit billing monthly and received within thirty days of close of the billing month. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

10.7 Introduction and First Reading of an Ordinance Granting the City Manager Authority to Execute Settlement Agreements, Waive Otherwise Applicable Fees and Penalties up to $2,000, and Resolve Appeals Subject to Chapter 1.16 of this Code and Other Disputes Involving City Codes

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Staff recommends the City Council introduce and conduct first reading of the ordinance, by title only and waive further reading.

City Manager Mark Prestwich reported on this item.

No public comment was received.

Councilmember Mary Koberstein moved to introduce and hold first reading of an ordinance granting the City Manager authority to execute settlement agreements, waive otherwise applicable fees and penalties up to $2,000, and resolve appeals subject to Chapter 1.16 of this Code and other disputes involving City Codes. The motion was seconded by Councilmember Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

10.8 Discussion of establishing a working group to review and make recommendations to possible amendment to the Non-Profit Grant Program; and Consideration and approval of a Resolution approving:
1. Funding for 17 Non-Profit grant awards in the FY 2018/19 Operations Budget; $133,700 from General Fund and $10,000 from the Affordable Housing Trust Fund; and
2. Waive $1,500 City Permit Fees from the Vailima Foundation for the Non-Profit project outlined in their FY 2018/19 Application

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Admin Services Mgr
Recommendation:
Staff recommends City Council discuss and establish a working group to review and make recommendations to amend the Non-Profit Grant Program; and approve a Resolution approving:
1. Funding for 17 Non-Profit grant awards in the FY 2018/19 Operations Budget; $133,700 from General Fund and $10,000 from the Affordable Housing Trust Fund; and
2. Waiving $1,500 City Permit Fees for the Vailima Foundation Non-Profit

project outlined in their FY 2018/19 Application.

Finance Director April Mitts reported on this item.

No public comment was received.

Mayor Galbraith and Council Member Dohring were appointed to the working group to review and make recommendations to possible amendment to the Non-Profit Grant Program.

Councilmember Geoff Ellsworth moved to approve a resolution approving:
1. Funding for 17 Non-Profit grant awards in the FY 2018/19 Operations Budget; $133,700 from General Fund and $10,000 from the Affordable Housing Trust Fund; and
2. Waive $1,500 City Permit Fees from the Vailima Foundation for the Non-Profit project. The motion was seconded by Councilmember Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: Vice Mayor Peter White
ABSTAIN: None
RECUSE: None

11. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

11.1

<u>May City Council Meetings</u>: **5/22 (staff reports due 5/4)** • 5/3 Fire Dept. Operations Study Session 3-5 pm • 5/9 Special City Council Budget Study Session 9-12 • 5/23 Special City Council Budget Study Session 9-12 (If needed)
PROCLAMATIONS AND PUBLIC RECOGNITION:
5/22 Proclamation - Public Works Week 2018
CONSENT:
5/22 Agreement with Housing Authority of the City of Napa Expires June 30, 2018 – Planning
5/22 Light Up Lyman Park and Ice Rink - Rec
PH or NEW BUSINESS:
5/22 Pacific Legacy – Finance
5/22 Chamber Presentation/Contract - Admin
<u>June City Council Meetings</u>:

6/12 (staff reports due 5/25) **6/26 (staff reports due 6/8)**
PROCLAMATIONS AND PUBLIC RECOGNITION:
Elder Abuse Prevention Month proclamation – PD
Parks & Rec Month
CONSENT:
6/12 Comp/Class Study HR
6/12 Little League Contract Amendment - Recreation
6/12 Budget adoption – Finance
6/12 Escheat – Finance
6/12 Water Storage Tanks and Pump Station Upgrades - Award of Contract – PW
High School to Submit Annual Request Re: Street Closure for Homecoming Parade - PW
Resolution Adopting GANN Limit (Appropriations) - Finance
Adopt and approve compensation schedule - HR
6/26 Award of Contract for overlay - PW
6/26 Award of Contract for downtown restroom - PW
6/26 Award of Contract for master utility plan - PW
6/26 Curb Ramp Upgrades - award of contract - PW
6/26 Kosmont
2525 Madrona Parcel Map
6/26 Smoking Ordinance - Rec
6/26 Amended Coop Agreement with Caltrans for Grayson Signal for electricity(Caltrans to attend)
PH or NEW BUSINESS:
Housing Workshop Discussion - Admin
6/12 SHAPE Committee Report Out - Admin
Bimonthly Goals and Objectives Update - Admin
6/12 Sign Ordinance

12. ADJOURNMENT

The May 8, 2018, City Council regular meeting minutes were adopted at the May 22, 2018, City Council regular meeting.

Mayor Galbraith adjourned the meeting at Time 9:01 p.m.

APPROVED: **ATTEST:**

______________________________ ______________________________

Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Wednesday, May 9, 2018 @ 9:00 AM
St. Helena Fire Department, 1480 Main Street, St. Helena (Entrance on Railroad Avenue)
465 Main Street, St. Helena

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

Present: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Geoff Ellsworth, and Councilmember Mary Koberstein

Absent:

1. CALL TO ORDER

2. ROLL CALL

* Vice Mayor Peter White teleconferenced from 824 Chiles Avenue, St. Helena, CA 94574

3. PUBLIC COMMENT:

No public comment received.

4. NEW BUSINESS

4.1 Staff presentation and City Council review, discussion, and direction for the FY 2018/19 Draft Budget

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
The Draft FY 2018/19 Budget is being presented for City Council review, discussion, and direction to City Staff for the preparation of the Proposed FY 2018/19 Budget.

City Manager Mark Prestwich presented an overview of the study session.

Finance Director April Mitts provided a draft budget presentation.

It was the consensus of the City Council to include the following allocations:

1. $30,000 for the Girls and Boys Club
2. $200,000 to hire two full-time firefighters
3. Reduce the legal budget from $645,000 to $600,000 (reduce legal budget by $45,000)
4. Increase allocation from $25,000 to $60,000 to Capital equipment water distribution for purchase of Ditchwitch (Increased allocation by $60,000 for a total allocation of $85,000)

Public Comment was received by Trent Yaconelli, Boys and Girls Club Executive Director.

5. ADJOURNMENT

The May 9, 2018, City Council special budget study session meeting minutes were adopted at the May 22, 2018, City Council regular meeting.

Mayor Galbraith adjourned the meeting at Time 10:56 a.m.

APPROVED:	**ATTEST:**
______________________________	______________________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **Consent**

Subject: **Second Reading and Proposed Adoption of an Ordinance Granting the City Manager Authority to Execute Settlement Agreements, Waive Otherwise Applicable Fees and Penalties up to $2,000, and Resolve Appeals Subject to Chapter 1.16 of this Code and Other Disputes Involving City Codes**

CEQA Determination: **Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: Noah Housh, Planning & Community Improvement Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena Municipal Code currently does not provide any means of resolving minor Municipal Code disputes, including administrative appeals, without a formal Council review of individual requests. Providing the City Manager with authority to resolve these often time-consuming issues will reduce the time necessary to resolve some disputes and create administrative efficiencies.

On May 8, 2018, the City Council introduced and held the first reading of the proposed ordinance.

DISCUSSION

There are occasions when minor administrative appeals are required to be brought to the City Council in a formal meeting for consideration because the City does not currently have procedures that might allow an expedited solution.

FISCAL IMPACT

The proposed ordinance provides the City Manager with the authority to executive settlement agreements and/or waive fees and/or penalties up to $2,000 for various Municipal Code violation disputes, including administative appeals that otherwise would be required to be brought to the City Council for consideration. There is a possibility of some minor loss of revenue due to either waiver of fees or waiver of penalties that otherwise would be collected.

RECOMMENDED ACTION

Staff recommends the City Council conduct the second reading of the ordinance, adopt by title only and waive further reading.

ATTACHMENTS

St. Helena Ordinance Granting City Manager Fee Waiver Authority

CITY OF ST. HELENA

ORDINANCE NO. ______

AMENDING SECTION 2.12.060 OF THE ST. HELENA MUNICIPAL CODE TO GRANT THE CITY MANAGER AUTHORITY TO EXECUTE SETTLEMENT AGREEMENTS, WAIVE FEES AND PENALTIES UP TO $2,000 AND RESOLVE SPECIFIED APPEALS AND CODE DISPUTES

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

SECTION 1. Section 2.12.060 Amended. Section 2.12.060 of the St. Helena Municipal Code is hereby amended to add number 24 to subsection B, and to make additional non-substantive changes, to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Section 2.12.060 of the St. Helena Municipal Code is not a project subject to the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA).

SECTION 3: General Plan Consistency. The City Council finds this ordinance is consistent with the St. Helena General Plan.

SECTION 4. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5: Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

SECTION 6: Ordinance Applicability. The City Council finds and intends that this ordinance shall apply to disputes and matters currently active as of the effective date of the ordinance.

SECTION 7: Effective Date. This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the __ day of ________ 2018, and was adopted at a regular meeting of the St. Helena City Council on the ___ day of _____, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____

Alan Galbraith, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Black, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of _______, 2018. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ___ day of ________, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Cindy Tzafopoulos, City Clerk

APPROVED AS TO FORM:

____
Thomas B. Brown, City Attorney

OAK #4831-0288-4705 v1

EXHIBIT A

2.12.060 Powers and duties.

A. The city manager shall be the administrative head of the government of the city, under the direction and control of the council. The manager shall be responsible for the efficient administration of all the affairs of the city, which affairs are under his or her control.

B. In addition to the general powers as administrative head, and not as a limitation thereon, the city manager shall have the following powers and duties:

1. General Supervision. To execute on behalf of the council, its administrative supervision and control of such affairs of the city as may be placed in his or her charge, or which are not otherwise provided for the council;

2. Personnel and Organization. To appoint competent, qualified officers and employees to all positions in city employment except the city attorney and the fire chief; to dismiss, suspend and discipline such officers and employees in accordance with such policies as may from time to time be set forth by the council; to transfer such employees from one department to another consistent with the policies of the council; to recommend to the council such reorganization of officers, departments or divisions as may be indicated in the interests of the efficient, effective and economical conduct of the city's business, and to effect such reorganization when authorized by appropriate ordinance, resolution or motion of the council. The city manager shall have the authority to appoint department heads other than the city attorney and fire chief subject to ratification by the council at its next regular meeting.

3. Authority Over Officers and Employees. To control, order, and give direction to all heads of departments and subordinate officers and employees of the city, except in matters which by state law are confined to their exclusive and uncontrolled jurisdiction, and except the city attorney. Department heads shall include: public works director/city engineer, finance director, planning director, police chief, library director, recreation director, fire chief;

4. Rules and Regulations. To prescribe such rules, regulations and polices as he or she deems necessary or expedient for the conduct of administrative services, and to revoke, suspend, or amend any rule, regulation or policy established by any officer, department head or other person in administrative service;

5. Shift Work. To temporarily direct any department or division of the city to perform work for any other department, division or office of the city;

6. Compensation Plan. To prepare and to recommend to the council, from time to time, desirable revisions of the compensation plan of the city;

7. Assist the Council. To attend meetings of the council and to report upon and discuss any matters concerning the affairs of the departments, services or activities under his or her supervision upon which, in his or her judgment, the council shall be informed, or upon which his or her views or opinions are requested by the council;

8. Carry Out Council Decision. To carry out, on behalf of the council, its policies, rules, regulations and laws relating to the administration of the affairs of the city, its departments, divisions and services;

9. Budget. To supervise the preparation of a detailed, proposed municipal budget and submit the same to the council on or before May 15th of each year, and to offer his or her recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in his or her judgment should be made before adoption of the budget after its final adoption; and to keep the council informed with respect thereto;

10. Public Improvements. To supervise public improvement projects and programs, and to aid and assist the council and the various departments, services, and offices of the city in carrying the same through to a successful conclusion;

11. Recommendations to the Council. To recommend to the council for adoption such measures and ordinances as he or she deems necessary or expedient;

12. Studies and Reports. To make such surveys, studies, reports and recommendations as he or she may deem desirable on any matter affecting the interest of the people or city as budgeted or as may be requested by the council;

13. Council Agenda. To supervise the preparation of the agenda for all regular, special, or adjourned meetings of the council in accordance with the laws establishing rules for the council meetings;

14. Other City Offices. To serve in any appointed office within the city government to which he or she may be qualified when appointed thereto by the council, and to hold and perform the duties thereof at the pleasure of the council and without further compensation except as expressly provided by the council at the time of such appointment or thereafter;

15. Mail. To supervise the receipt and opening of all mail addressed in whole or in part to the council, or the mayor or mayor pro tem by title only, and to give immediate attention thereto, to the end that all administrative business referred to in such communications, and not necessarily requiring action by the council, may be disposed of in an expeditious manner; provided, however, all actions taken pursuant to such communications shall be reported to the council at its next regular meeting thereafter or by separate communication to each member of the council;

16. Enforcement of Laws. To see to the enforcement within the city of the laws of the state and the city;

17. Contracts, Franchises, Permits and Licenses. To investigate and see to the faithful performance and observation of all contracts of the city and of all franchises, permits, licenses, and privileges granted by the city;

18. Citizens' Complaints. To appropriately investigate all complaints in relation to matters concerning the administration of city government; to adjust all proper grievances within the scope of authority provided by city laws and policies, and to report to the council all injustices suffered by reason of defects or omissions in the laws, policies, or practices of the city which he or she is not authorized to rectify;

19. Public Property. To exercise general supervision over all public buildings, public parks and other public property which is under the control and jurisdiction of the council, when the general supervision thereof is not specifically delegated to a particular officer;

20. Community Relations. To explain to the public the actions, purposes and policies of the city government;

21. Contracts. To execute in the name of the council and city any contract authorized or approved by the council unless the council expressly provided for another manner of execution of such contract; and

22. Owner Powers and Duties. To perform such other duties and exercise such other powers as are necessary, incident to the powers set forth in this section or as may be assigned or delegated to him or her from time to time, by action of the council.

23. Treasurer Functions. Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007.

24. Execute Settlements, Waive Fees and Resolve Specified Disputes and Appeals. To execute settlement agreements, waive otherwise applicable fees and penalties up to $2,000, and resolve appeals subject to Chapter 1.16 of this Code and other disputes involving City codes.

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **Consent**

Subject: **Consideration of a resolution approving out-of-state travel for Recreation Director André Pichly to attend a Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) site visitation for the Cleveland Metroparks, in Cleveland, Ohio, June 4-7, 2018, with no fiscal impact to the City.**

CEQA Determination: **Not a CEQA project**

Prepared By: Andre Pichly, Recreation Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) accredits park and recreation agencies for excellence in operation and service. Charged with providing high quality services and experiences, park and recreation agencies across the United States turn to CAPRA Accreditation as a credible and efficient means of achieving these goals, while providing assurance to the public that the agency meets national standards of best practice. Agency accreditation is available to all entities administering park and recreation systems, including municipalities, townships, counties, special districts and regional authorities, councils of government, schools, and military installations. CAPRA was created by the National Recreation and Parks Association (NRPA) – a professional association for parks and recreation professionals in the United States.

CAPRA "Visitors" serve a critical role in the accreditation process by visiting agencies to evaluate compliance with the standards from an on-the-ground perspective. Visitors serve as the "eyes and ears" of the Commission. Pichly has served as a Visitor since 2010 and has made over a dozen sites visits, more than half as the Lead Visitor, to agencies in Michigan, Ohio, Texas, and Washington, to name a few. Typically a Visitor will make one site visit per year. The cost of the visit is borne by the host agency (Cleveland Metroparks).

DISCUSSION

Each visit includes a comprehensive review of 151 Standards that reflect the best practices being implemented by that agency. Benefits to Site Visitors, and the agencies they work for, are exposure to that agency's best practices, organizational structure, and provide an up close look at parks and indoor facilities. Visitors often return with resources shared by the organization that can be evaluated, modified, and implemented; and ideas for programming, facility design, and operations.

FISCAL IMPACT

None. The host agency (Cleveland Metroparks) covers all travel, lodging, and meal costs of the visitor for CAPRA site visits.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution approving out-of-state travel for Recreation Director André Pichly to attend a Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) site visitation for the Cleveland Metroparks, in Cleveland, Ohio, June 4-7, 2018, with no fiscal impact to the City.

ATTACHMENTS

Resolution-Pichly Cleveland CAPRA visit 2018

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution approving out-of-state travel for Recreation Director André Pichly to attend a Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) site visitation for the Cleveland Metroparks, in Cleveland, Ohio, June 4-7, 2018, with no fiscal impact to the City.

RECITALS

A. City Council Resolution 85-44 requires City Council approval for staff to attend out-of-state conferences; and

B. The Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) accredits park and recreation agencies for excellence in operation and service; and

C. A CAPRA visit is scheduled to take place June 4-7, 2018, for Cleveland Metroparks, in Cleveland, Ohio; and

D. Attending the Cleveland Metroparks CAPRA visit as the Lead Visitor will be beneficial for Recreation Director André Pichly and the City of St. Helena; and

E. No City funds for this CAPRA visit are needed as the host agency (Cleveland Metroparks) is responsible for all costs associated with a CAPRA site visit.

RESOLUTION

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

1. Approves the out-of-state travel for Recreation Director André Pichly to attend a Commission for the Accreditation of Parks and Recreation Agencies (CAPRA) site visitation for the Cleveland Metroparks, in Cleveland, Ohio, June 4-7, 2018, with no fiscal impact to the City.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Koberstein: ___________

Councilmember Dohring: ___________
Councilmember Ellsworth: ___________

APPROVED: ATTEST:

_________________________ _________________________
Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **Consent**

Subject: **Consideration and approval of a resolution: (1) Approving a five-year Contract between the City of Saint Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for $7,380.00 per year for a five-year not-to-exceed cost of $36,900.00 for services and $11,216.00 for equipment for a total not-to-exceed amount of $48,116.00 over a five-year period; and (2) Authorizing a budget increase of $11,216.00 to Bureau of State and Community Corrections Fund (278) Capital Equipment (278-4900-2630).**

CEQA Determination: **Not a CEQA project**

Prepared By: William Imboden, Chief of Police

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In 2016 the Saint Helena Police Department began studying the potential use and feasibility of implementing a Body Worn Camera (BWC) program for the department. Staff studied several BWC programs and field-tested three different camera models from different providers over the course of 18 months. Staff selected a system/provider and moved forward with the process of implementation, including making a presentation to Council in May, 2017. Council approved the program and allocated funding in the FY 2017/18 operating budget of $6,500.00 from the General Fund, with the remainder of the start-up costs to be paid for out of existing grant funding.

Prior to the program being implemented Staff discovered equipment issues with the selected vendor's cameras and declined to go further with the implementation. Staff then began researching additional BWC service providers, and revisited ones looked into previously.

DISCUSSION

After several months of testing Staff determined the best program for the department to move forward with was offered by Motorola Solutions. In addition to providing the body worn cameras, Motorola also provides for the digital storage of camera footage, software maintenance and updates, damaged equipment replacement, as well as a complete update of the equipment after 2 1/2 years.

The Department currently uses Motorola portable radios for its Officers. Implementing Motorola's BWC program provides for the ability to integrate the camera and the radio system at a future date.

Motorola's BWC program comes at a slightly higher annual cost than the previously selected program, and a higher start-up cost. Originally the BWC program was approved for $6,500.00 annually for five years, the Motorola program costs $7,380.00 annually for five years (a difference of $880.00). The difference in the first year operations costs can be absorbed by the currently approved operations budget. Funding for the additional cost of $880.00 going forward will be built into future annual operating budgets for the Police Department.

The start-up costs for the Motorola program are $11,216.00, which were not required by the prior camera system vendor when the BWC program was approved in 2017. Startup costs include:

- Equipment
- Digital Evidence Management System (DEMS) configuration and Training
- On-Site and On-line End User Training

These additional costs will be paid for using funds from the Bureau of State and Community Corrections (BSCC) Grant (278), which currently has a balance of $13,592.60**.**

The Council approved and accepted a Joint Powers Agreement with the BSCC in April, 2016 at a regular Council meeting, allowing the City to receive grant funding for programs and services that provide for better transparency and stronger community relations. One of the programs specifically cited by the BSCC grant administrators for approved use of the funds was a body worn camera system for agencies that did not already have one in place.

FISCAL IMPACT

This program will be paid for using existing funds in the Fiscal Year 17/18 Operating Budget, as well as funds from the Bureau of State and Community Corrections Grant fund. No additional General Fund Revenues are sought this fiscal year. On-going costs will be included in future annual operating budgets.

RECOMMENDED ACTION

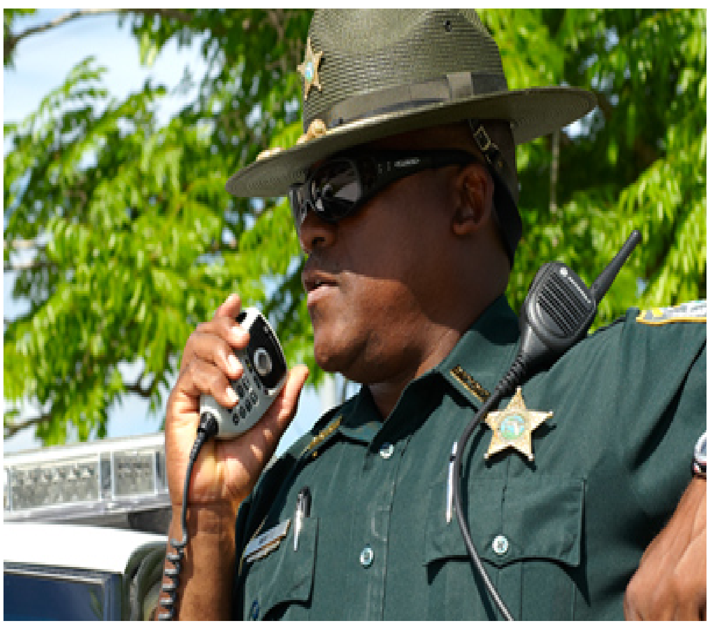
Staff recommends City Council approve the Resolution: (1) Approving a five-year Contract between the City of Saint Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for $7,380.00 per year for a five-year not-to-exceed cost of $36,900.00 for services and $11,216.00 for equipment for a total not-to-exceed amount of $48,116.00 over a five-year period; and (2) Authorizing a budget increase of $11,216.00 to Bureau of State and Community Corrections Fund (278) Capital Equipment (278-4900-2630).

ATTACHMENTS

Attachment 1
Attachment 2

QUOTE-129707

MOTOROLA SOLUTIONS



Saint Helena Police Department

04/19/2018

MOTOROLA SOLUTIONS

QUOTE-129707

04/19/2018

Saint Helena Police Department
1480 Main Street
Saint Helena, California 94574

RE: Motorola Quote for
Dear Chief William Imboden,

Motorola Solutions, Inc. is pleased to present Saint Helena Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Saint Helena Police Department with the best products and services available in the communications industry. Please direct any questions to Bill Vlahandreas at bill.vlahandreas@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bill Vlahandreas
Account Manager

Motorola Solutions, Inc.

MOTOROLA SOLUTIONS

QUOTE-129707

Billing Address:
Saint Helena Police Department
1480 Main Street
Saint Helena, California 94574
US

Customer:
Saint Helena Police Department

Contract:

Quote Date:04/19/2018
Expiration Date:07/18/2018
Quote Created By:
Bill Vlahandreas
bill.vlahandreas@
motorolasolutions.com

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1	N7001A	SI500 VIDEO SPEAKER MIC	12		$0.00	$0.00	$0.00
1a	QA06899AB	ADD: HIGH CAP IMPRES BATTERY LIION 3750T	12		$50.00	$50.00	$600.00
2	SSV00S00339A	DEMS HARDWARE 5YR SERVICE CHARGE*	12	5 YEARS	$799.00	$599.25	$7,191.00
3	SSV00S00665A	INFRASTRUCTURE, SERVICES, DIGITAL EVIDENCE MANAGEMENT SYSTEM SUBSCRIPTION*	12	5 YEARS	$4,100.00	$3,075	$36,900
4	SSV00S00329A	CC VAULT STORE*	12	5 YEARS	$0.00	$0.00	$0.00
5	SSV00S00330A	CC VAULT MANAGE*	12	5 YEARS	$0.00	$0.00	$0.00
6	SSV00S00331A	CC VAULT JUDICIAL*	12	5 YEARS	$0.00	$0.00	$0.00
7	SSV00S00333A	250GB STORAGE WITH AN ADDITIONAL 50GB PER YEAR*	12	5 YEARS	$0.00	$0.00	$0.00
8	SSV00S00666A	SOFTWARE MAINTENANCE*	12	5 YEARS	$0.00	$0.00	$0.00
9	LSV00S00806A	ESSENTIAL W ACCIDENT DAMAGE	12	5 YEARS	$0.00	$0.00	$0.00

MOTOROLA SOLUTIONS

QUOTE-129707

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	SI128AD	ENGINEERING SI - VIDEO INTEGRATION	1		$14,131.00	$6,992.62	$6,992.62
11	SI208AD	PROJECT MANAGEMENT SI - VIDEO INTEGRATION	1		$4,271.00	$1,818.18	$1,818.18
12	PMNN4530A	BATT IMPRES 2 LIION 3750T	12		$95.00	$71.25	$855.00
13	PMPN4381	CHGR DESKTOP MULTI UNIT BATT INT PS US/NA	2		$500.00	$187.50	$375.00
14	PMLN7412B	AUDIO ACCESSORY-EARPIECE,RECEIVE ONLY WITH COILCORD,LONG	12		$64.00	$48.00	$576.00
15	Incentive	Expiration Date: 06/25/2018	1		-$7,191.00	-$7,191.00	-$7,191.00

Grand Total $48,116.80

MOTOROLA SOLUTIONS

QUOTE-129707

Annual Payment Schedule:

Year One	$18,596.80
Year Two	$7,380.00
Year Three	$7,380.00
Year Four	$7,380.00
Year Five	$7,380.00

Notes:

- Additional information is required for one or more items on the quote for an order.

Please note that this Motorola Solutions Digital Evidence Management quote does not include any feature(s) that may be needed on the APX radio to make the solution work. APX radio requirements are as follows:

- APX radio software version **R15.10.00** or greater
- GPS for inclusion of location in video metadata
- Bluetooth for wireless connectivity between Si device and APX

Radios purchased after July 9, 2012 include Bluetooth HW and can be upgraded with Bluetooth software. Radios purchased before July 9, 2012 need Bluetooth hardware and software added. To check if a radio has BT hardware press the purple button 5 times (test mode), look for “option board”. If “option board” is present the radio can be upgraded with Bluetooth software. Radios purchased after February 9, 2015 include Bluetooth hardware and software. There is nothing additional to add.

DIGITAL EVIDENCE MANAGEMENT PROPOSAL

Motorola Solutions Digital Evidence Management Solution combines a body-worn video speaker microphone (VSM) and/or an in-car video camera with advanced cloud-based content management. It is designed for law enforcement agencies to simplify workflows from the moment of capture, to review, management and sharing of all forms of digital evidence.

Officers save time with seamless uploading of video from the Si500 VSM and/or the Sr600 in-car camera to CommandCentral Vault which auto-correlates the metadata with existing CAD and RMS, minimizing administrative overhead and increasing actionable intelligence. This unified solution enables officers to automatically tag their ID, date, time and location to audio/video files enabling fast access to the most relevant data for enhanced situational awareness and investigations.

COMMANDCENTRAL VAULT

CommandCentral Vault is a cloud-based content management solution that can securely store, review, manage and share all forms of digital evidence. It provides a single place to aggregate evidence from multiple sources such as fixed video, social media, body worn cameras (such as the Si500), in-car cameras (such as the Sr600), audio notes and other multimedia sources. Supporting both automatic and manual uploads combined with end-to-end streamlined content management enables agencies to simplify workflows and the overhead of dealing with increasing amounts of content. CommandCentral Vault is fully integrated with Motorola Solutions' Si500 VSM as well as the Sr600 in-car camera. It also supports other sources of body worn camera video evidence.

Simplified Storage

Multimedia captured from both the Si500 and Sr600 is seamlessly transferred into CommandCentral Vault via secure Wi- Fi network connection. Multimedia stored in CommandCentral Vault is automatically tagged and grouped with associated files from CAD and records systems to reduce manual administrative workload on staff.

CJIS Capable Security

CommandCentral Vault utilizes Amazon AWS as the cloud service provider partner. AWS complies with the FBI's Criminal Justice Information Services (CJIS) standard. The CommandCentral Vault content repository is built on Adobe AEM which has received Federal Risk and Authorization Management Program (FedRAMP) Certification.

FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. FedRAMP is mandatory for Federal Agency cloud deployments and service models at the low and moderate risk impact levels.
Numerous government agencies and other entities that provide systems integration and other products and services to governmental agencies are using this same wide-range of AWS FedRAMP services that are incorporated into our CommandCentral Vault evidence manager.

Motorola Solutions and AWS recognize that when one places data in the cloud it puts an absolute priority on timely and secure access to information, wherever and whenever it is needed. To meet these needs, the CommandCentral VAULT cloud infrastructure has been architected to be one of the most flexible and secure cloud computing environments available for storing criminal justice information allowing easy and secure access from within your IT infrastructure. Our architecture provides an extremely scalable, highly reliable platform enabling you to deploy CommandCentral Vault quickly and securely in support of a wide variety of security and regulatory requirements, including Criminal Justice Information Services (CJIS) workflows according to the CJIS Security Policy (CJISD-ITS-DOC-08140-5.4).

Motorola Solutions complies with the FBI's Criminal Justice Information Services (CJIS) standard. Motorola Solutions along with our partner Amazon Web Services, will sign the CJIS security agreements (CJISD- ITS-DOC-08140-5.4), including allowing or performing any required employee background checks according to the CJIS Security Policy. We will continually support any changes to The Security Addendum requirements as we assume there may be future security requirement changes.

CommandCentral Vault Key Features

- CJIS-capable via AWS GovCloud.
- Automated redaction, eliminating tedious frame-by-frame process.
- Dynamic watermarking to prevent unauthorized screen capturing and sharing.
- Secure chain of custody with cryptographically signed content, preventing manipulation.
- Role-based access.
- Advanced end-to-end content management: capture, review, manage, share.

CommandCentral Vault - Store Module

The CommandCentral Store module is the baseline package provided by CommandCentral Vault and is offered on a per user license basis. It provides licensed users the ability to seamlessly upload content from multiple sources, including body-worn devices via secure WiFi. Cloud storage that meets CJIS standards is included as well as the ability to perform the following actions on stored content:

- Annotate images and video to provide additional context during review.
- Automatic association of stored content with CAD/RMS data to group related case files and provide faster search for case related content.
- Review content and associated metadata with geospatial mapping playback.
- Chain of custody controls to preserve and verify original content.
- Mark content to adhere to retention policies.

CommandCentral Vault - Manage Module

With the Manage module your agency can select to enhance content management capabilities. With the Manage module your entire agency (per user licensing does not apply) is provided all the capabilities with the baseline Store module, including:

- Agency-wide content search for permitted users.
- Enhanced review functionality with playback speed controls.
- Additional administrative content restriction controls.
- Automated redaction based on facial and/or object recognition.

CommandCentral Vault - Judicial Module (if applicable)

With the Judicial module your agency can rapidly share evidence and other content with legal personnel reducing administrative overhead and delays. With the Judicial module your entire agency (per user licensing does not apply) is provided all the capabilities of the Store and Manage modules, including:

- Creating video clips to provide specific evidence related to a judicial request.
- Restricted distribution to ensure only permitted individual have access to necessary content.
- Secure links to requested content to maintain chain of custody.

CommandCentral Vault supports an automated redaction capability to facilitate the processing of digital evidence prior to release pursuant to a public information request. Utilizing “object tracking” technology, a FOIA/FOIL compliance officer can easily obscure the identity of juveniles, domestic battery and sexual battery or undercover police officers that are included in the initial evidence capture. CommandCentral Vault ensures end–to–end security of stored content. Original content is never edited to reduce challenges to the chain of custody. Full auditing allows your agency to track all activity on content from the moment it’s stored and classified.

STATEMENT OF WORK

1.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the Customer. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and the Customer to implement the solution described in the Description of the scope of work in the SOW. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions to be used for the new solution. Should any of the assumptions change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Description of the scope of work that is included in SOW:

- Deployment of Si500 and/or Sr600 devices
- CommandCentral Vault Store and Manage Configuration
- CommandCentral Vault Judicial Configuration
- Si500 Video Speaker Microphone and/or Sr600 in-car camera template and programming
- Radio Subscriber Software (RMS) Setup (Android Devices)
- APX Subscriber Configuration for Si500
- WLAN Access Network Assessment
- Video Backhaul Assessment
- Training Support
- Customer Network Assessment and Recommendations
- Assistance with CommandCentral Vault provisioning
- Si500 and/or Sr600 in-car camera Configuration file creation
- Assistance with Radio Management setup
- Assistance with APX Radio template modifications
- Assistance with Si500 and/or Sr600 in-car camera Provisioning
- Training Support

1.1.1 Pre-Deployment Questionnaire (PDQ)

Each Digital Evidence Management Solution deployment begins with filling out the Pre-Deployment Questionnaire (PDQ). The PDQ is provided by Motorola Solutions to the Customer at the start of the project. The Motorola Solutions field engineer will review the PDQ in detail with the Customer and answer all questions. It is the Customer's responsibility to fill out the PDQ.

1.1.2 CommandCentral Vault Store and Manage Configuration

CommandCentral Vault Store and Manage are the base modules which need to be configured to provide the ideal end to end solution for each Customer. Industry Best Practices, current operations environment and sub system integration will be discussed and taken into account in order to determine the optimal configuration for your agency. The configuration process will be done in partnership and facilitated by a Motorola Solutions professional.

The Customer must determine policies and procedures, tags, retention periods, user permissions, etc. Motorola Solutions or Motorola Solutions Representative can only assist and offer guidance.

1.1.3 CommandCentral Vault Judicial Configuration (if applicable)

CommandCentral Vault Judicial module needs to be configured for your agencies specific workflow and operations. The workflow requirements and configuration needed specific to the Judicial module will be addressed by adding an additional section to the interactive workshop already in place for CommandCentral Vault Store and Manage configuration.

1.1.4 Si500 Video Speaker Microphone (if applicable)

The Si500 Video Speaker Microphone needs to be initialized for access to utilize the WLAN network to connect to the Radio Management Software for setup. The Si Initial Deployment will take the device form out of the box to the users' hands.

The Si500 is the device that the end user will use to capture video, photo, and audio content in the field. The Si500 must be provisioned in CommandCentral Vault as well as Radio Management to function properly.

1.1.5 Radio Management Software Setup Android (if applicable)

Radio Management Software is used to deploy configuration parameters to the Si500 Video Speaker Microphone. For instance if RMS is set up for access on the WLAN network, Si500 devices are configured with the RMS. A Customer provided Server will need to meet minimum specifications.

The Si500 Radio Management application is used to load a template into each Si500 device. The Customer is responsible for providing a WiFi capable laptop and loading the Si Radio Management suite prior to the start of provisioning. Radio Management can be downloaded from the Motorola Solutions MyView Site. The Motorola Solutions Solution field engineer or Motorola Solutions Representative will provide assistance with this task, if needed.

Alternatively, the Motorola Solutions Representative could host RM on their own laptop and provide a service for the Customer, similar to how many Motorola Solutions Representatives support subscribers.

1.1.6 Si500 Configuration(s) (if applicable)

The Si500 requires its own configuration file (similar to a radio template). The configuration file is created in Radio Management using the data provided in the Pre-deployment Questionnaire.

1.1.7 Radio Subscriber Configuration (if applicable)

APX radio subscriber configuration is used to ensure that the existing APX subscribers will operate with the Si device. The APX radios will be evaluated and updated to the correct firmware and programming options that allow for operation with the Si Video Speaker Microphone.

If the Si500 will be used as a speaker microphone (either Bluetooth paired or wired) in conjunction with a compatible subscriber radio, the subscriber's Firmware and/or Feature Set may need to be updated. The Customer will provide subscriber model, firmware, and flashcode information so that the fleet's compatibility can be evaluated. The Motorola Solutions field engineer will recommend and required updates.

The subscriber template(s) may also require modifications. The Customer will provide a sample template(s) for evaluation. The Motorola Solutions field engineer will recommend the necessary changes.
In both cases, the Customer is responsible for updating their fleet of subscribers.

1.1.8 Wireless Local Area Network (WLAN) Network Assessment

The WLAN network assessment will provide the Customer information to ensure that the Customers Wi-FI system design and bandwidth is sufficient to upload and download video and meets the overall Customer expectations.

1.1.9 Internet Bandwidth Assessment

The Internet bandwidth video backhaul assessment will provide the Customer information to ensure that the point of presence bandwidth is sufficient to upload and download video and meets the overall system requirements.

1.2 ASSUMPTIONS

Motorola Solutions has based the system design on information provided by the Customer and an analysis of their system requirements. All assumptions have been listed below for review.

Should Motorola Solutions assumptions be deemed incorrect or not agreeable to the Customer, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 AM. to 5:00 PM.
- Motorola Solutions may use conference calls or web meetings with the Customer where appropriate.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer system experience interference, Motorola Solutions

can be contracted to investigate the source and recommend solutions to mitigate the issue.

- We assume the Customer has an existing suitable WiFi network with sufficient signal strength to support file upload from the devices.

1.3 CONTRACT

1.3.1 Contract Award

- The Customer and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

1.3.2 Contract Administration

Motorola Solutions Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

1.3.3 Project Kickoff

Motorola Solutions Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision- making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource requirements with the Customer.
- Review the implementation tasks with the Customer to address upcoming milestones and/or events.
- Review the team's' interactions (Motorola Solutions and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.

- Review Motorola Solutions and Customer responsibilities.

Completion Criteria:
- Project kickoff meeting completed.
- Meeting notes identify the next action items.

1.4 CONTRACT DESIGN REVIEW

1.4.1 Review Contract Design

Motorola Solutions Responsibilities:
- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the deployment of cameras and identify any special product requirements and their impact on implementation.
- Review the Solution Design, Statement of Work, Acceptance Test Plans, and update the documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the Customer for approval, if necessary.
- Provide minimum acceptable performance specifications for Customer provided hardware, software, LAN, WAN and internet connectivity.
- Establish demarcation point (supplied by the Motorola Solutions system engineer) to define the connection point between the Customer-supplied equipment and the Motorola Solutions Software.

Restrictions:
- Motorola Solutions assumes no liability or responsibility for inadequate information.
- Motorola Solutions is not responsible for issues outside of its immediate control.

Customer Responsibilities:
- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the implementation.

Completion Criteria:
- Complete Design Documentation, which may include updated Solution Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

1.4.2 CommandCentral Vault, Store and Manage Modules

Motorola Solutions Responsibilities:
- Conduct an interactive workshop with the Customer designed to provide understanding of operational needs, workflow, environment, and industry best practices to including the following:

- User Groups and Permissions.
- Metadata definition for captured video.
- Case/Incident Tags.
- Retention policies.

- Optimal initial configuration of CommandCentral Vault Store and Manage, based on workshop discussions and results of the aforementioned items.
- Create default views for Customer focused workflows.
- End to end testing to ensure workflow and operational requirements are met.
- Check for browser compatibility on Customer used workstations.

Customer Responsibilities:

- None.

Completion Criteria:

- The default views based on workflow requirements will be defined, presented and approved.

1.4.3 CommandCentral Vault Judicial Configuration (if applicable)

Motorola Solutions Responsibilities:

- A section in the interactive workshop designed to understand operational needs, workflow, content and industry best practices to including the following:
  - Workflow requirements.
  - Establishing search criteria to quickly locate evidentiary segments for cases.
  - Securely sharing information.
  - Automated redaction practices.
- Optimal initial configuration and content for CommandCentral Vault Judicial, based on workshop discussion and results of the aforementioned items.

Customer Responsibilities:

- None.

Completion Criteria:

- The end to end testing of the Judicial process is complete and approved by the Customer.

1.4.4 Develop Si500 and/or Sr600 Configuration File(s)

Motorola Solutions Responsibilities:

- Provide details on the features and functionality of the Motorola Solutions Si500 and/or Sr600 equipment/ system.
- A Motorola Solutions Representative assists the Customer in defining each Si500 configuration based on the PDQ.
- Program the approved templates into Radio Management Server and create Jobs.
- Program sample radios with approved templates and deliver for the Customer evaluation.
- Any changes requested by the Customer, after approval of template definitions, will require updating the contract documents accordingly.
- Assist in Radio Management provisioning, as needed.

Customer Responsibilities:

- User groups create templates in a spreadsheet format.
- Forward electronic copies of the spreadsheets to the committee members for their review and comment.
- Create the approved templates into Radio Management Server and create Jobs.
- Program a small sample of Si500s and/or Sr600s with approved configuration.
- Evaluate sample configurations.
- Modify configurations as needed prior to mass deployment.

Completion Criteria:

- Configurations completed and approved by the Customer.

1.5 APX SUBSCRIBER COMPATIBILITY CHECK (if applicable)

1.5.1 APX Portables

Motorola Solutions Responsibilities:

- Check APX firmware for compatibility with the Si500 devices. Update, if needed. Recommend updates, if needed.
- Check Customer APX program templates for compatibility with the Si500 devices.
- Advise Customer of any Flash that may need to be purchased for operation.
- Recommend Customer test each subscriber template with the Si500 modifications prior to mass programming.
- Once all templates and client software is tested and approved by the Customer, Motorola Solutions requests written approval of acceptance.

Customer Responsibilities:

- Approve final template(s) and initiate portable programming.
- Program portable radios, as needed.
- Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.
- Customer is responsible for ordering any necessary flashes.

Completion Criteria:

- All portables are successfully programmed and approved by the Customer.

1.6 RADIO MANAGEMENT SOFTWARE INSTALLATION FOR SI500 BODY WORN CAMERA (if applicable)

1.6.1 Install Radio Management Software (Android)

Motorola Solutions Responsibilities:

- Motorola Solutions will be responsible for the installation of Radio Management Software.
- Provide Customer specification of hardware, software and network requirements for installation.
- Assist Customer with the installation of Radio Management, as needed.

Customer Responsibilities:

- Provide hardware, software and network requirements needed for Radio Management per specifications from Motorola Solutions.
- Provide point of contact for support of the Customer provided equipment, as necessary.
- Provide IT network requirements as outlined by Motorola Solutions.

Completion Criteria:

- Radio Management installation on Customer computer completed.

1.6.2 WLAN Access Network Assessment

The WLAN Network Assessment is a paper study that provides the Customer with the information needed to ensure that WLAN network is appropriate to support connection of the cameras to the CommandCentral Vault clouds service when fully deployed.
Motorola Solutions Responsibilities:

- Assess the Customer WLAN network for camera video upload and WLAN access.
- Document WLAN access information for camera Configuration.
- Motorola Solutions will not perform on site testing or evaluations.
- Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.

Customer Responsibilities:

- Provide requested information about Customer LAN for evaluation purposes.
- Provide IT support for evaluation of Customer's network.

Completion Criteria:

- WLAN network is assessed and assessment findings are presented to the Customer.

1.6.3 Internet Bandwidth Assessment

The CommandCentral Vault Internet Bandwidth Assessment is a paper study that will provide the Customer with the information needed to ensure that the public Internet connection is appropriate to support connection of the cameras to the CommandCentral Vault.

Motorola Solutions Responsibilities:

- Assess the Customer Internet POP for Digital Evidence Management Solution video upload and access. Document WLAN access information for the camera Configuration.
- Firewall Protection Evaluation and Compatibility requirements assessment.
- Motorola Solutions will not perform on site testing or evaluations.
- Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.

Customer Responsibilities:

- Provide information on Customer public Internet connection for evaluation purposes.
- Provide IT support for evaluation of Customer's network.

Completion Criteria:

- Internet Bandwidth Assessment is assessed and findings are presented to the Customer.

1.7 TRAINING

1.7.1 Online Training

Motorola Solutions Responsibilities:

- Provide Customer with online training courses applicable to their deployment.
- Provide Customer with access to training specialist via phone support between the hours of 8:00 AM to 5:00 PM EST.

Customer Responsibilities:

- Attend online training classes.
- Comply with the prerequisites in the Training Plan.

Completion Criteria:

- All training classes completed.

1.7.2 On-Site Training (if applicable)

Motorola Solutions Responsibilities:

- Provide Customer with onsite training courses applicable to their deployment for trainers.
- Provide train-the-trainer training by roles.

Customer Responsibilities:

- Trainers attend training classes.
- Comply with the prerequisites in the Training Plan including online training.
- Trainers train remaining personnel.

Completion Criteria:

- All training classes completed.

1.7.3 Training Complete

- All training classes completed.

1.8 AUDIT AND ACCEPTANCE TESTING

1.8.1 Perform Equipment Testing

Motorola Solutions Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola Solutions (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing including:

- Confirm Si500 and/or Sr600 is able to perform Video, Audio, Photo Capture per the PDQ.
- Successful Upload to VAULT using all provisioned SSIDs.
- Successful Tag provisioning from VAULT to Si500 and/or Sr600s, if applicable.
- Review VAULT cards for correct in-field TAGs.
- Proper operation of VAULT functions, including Redaction, if applicable.

1.8.2 Perform Functional Testing

Motorola Solutions Responsibilities:

- Evaluate wear-ability of Si500 devices if applicable. Provide feedback to Customer on options.
- Verify the operational functionality and features of the Si500 and/or Sr600 supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

1.9 FINALIZE

1.9.1 Resolve Punchlist

Motorola Solutions Responsibilities:

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

1.9.2 Transition to Service/Project Transition Certificate

Motorola Solutions Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by the Customer.

1.10 PROJECT ADMINISTRATION

1.10.1 Project Status Meetings

Motorola Solutions Responsibilities:

- As required, during the project Motorola Solutions Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status.
  - Product or service related issues that may affect the implementation.
  - Status of the action items and the responsibilities associated with them.
  - Any miscellaneous concerns of either the Customer or Motorola Solutions.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

1.10.2 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in solution configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order.
- Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Service from the Start with Comprehensive Coverage for Si500

Service from the Start with Comprehensive Coverage is a unique prepaid service that includes Telephone technical support, normal wear and tear, as well as coverage for internal and external components damaged through accidental breakage. Purchased together with, or within 90 days of, the Motorola hardware purchase, this multi-year offer significantly reduces unexpected repair expenses while helping to protect customers' investments.

Service from the Start with Comprehensive Coverage comprises –

- Hardware Repair/Replacement with same day turnaround time and two way shipping
- Accidental Damage
- Telephone Technical Support

"Customer" shall mean Motorola Solutions Distributor or Reseller who have direct purchasing agreements with Motorola and authorized to sell Si500 products and services.

Hardware Repair

Hardware Repair provides product repair or replacement at a Motorola operated or supervised facility that employs the same test equipment and original Motorola components used in the manufacture of the equipment. Products are repaired to ensure full compliance is met with the product specifications published by Motorola at the time of delivery of the original product via:-

- Repairs, adjustments and restorations, if appropriate, of any covered product(s) that malfunction while being used within the operational and environmental parameters specified by Motorola.
- Product updates, if applicable, as may be defined occasionally by Motorola Engineering Change Notices.

Telephone Technical Support

Telephone Technical Support is provided for technical issues that require a high level of product or troubleshooting expertise. Motorola System Support Centre (ESSC) Technical Support operation is staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola SSC is continuously monitored against stringent, industry recognised Incident & Problem management processes.

Scope of Products Included

Service from the Start with Comprehensive Coverage and associated options are currently available for the Si500 device.

Motorola Responsibilities

Remote Technical Support Coverage. Motorola shall respond to calls within two (2) hours during the support days. In addition, customers may contact the Call Management Center (800-927-2744) who will log a technical request on Motorola Case Management System 24 x 7 on the customer's behalf.

1. **Technical Problem Isolation, Analysis and Resolution** . A Motorola representative will:
   - Assess the nature of the problem
   - Assist and perform problem determination
   - Work to achieve problem resolution

2. **Hardware Repair** . Motorola will provide repair or replacement with a three day business day in-house turnaround time provided the devices are delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends at Motorola in the repair process; it does not include time in transit.

3. **Comprehensive Coverage** . Motorola will repair electrical failures caused by accidental damage to the Motorola terminals covered by the service agreement that occur during normal use. Examples of items included under Comprehensive Coverage include -
   a. Electrical repair for failures caused by accidental water damage
   b. Electrical repair for accidental internal damage
   c. Replacement of accidentally cracked or broken housings.
   d. Replacement of accidentally cracked or broken displays.
   e. Replacement of accidentally cracked or broken or missing keypads/buttons

There is a limit of one device repair per contract year with Comprehensive coverage.

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4. **Transportation** . Motorola will provide two way shipping. A shipping label will be generated via MOL to initiate the return process.

Customer Responsibilities

1. **Serial Numbers** . Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF) of all hardware serial numbers to be covered under the service agreement.

2. **Initiating Repair** . When Service from the Start Comprehensive is purchased at the time of ordering the equipment, the serial numbers will automatically be captured and included in the service agreement. When Service from the Start Comprehensive is purchased separately from the equipment order, then Customer must complete a Return Material Authorization (RMA) for each faulty unit and label the package correctly with a pre-paid shipping label generated via MOL.

3. **Initiating Telephone Technical Support** . When contacting Motorola for Technical Support, customer must provide the Serial Number of the unit.

Limitations and Restrictions

1. Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this agreement:
   a. Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, carrying cases.
   b. Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
   c. Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola for use with the product.
   d. Repair of problems caused by using the device outside of the product's operational and environmental specifications or repaired by a third party.
   e. Repair of problems caused by unauthorized alterations or attempted repair.
   f. Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
   g. Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
   h. Performance of any file backup or restoration.

i. Completion and test of incomplete application programming or system integration if not performed by Motorola and specifically listed as covered.
j. Use of Software Releases except as provided for under the responsibilities outlined in this document.

2. Where ongoing "accidental damage" is deemed by Motorola to be excessive, systemic or the result of product mishandling, customer may be subject to audit. Should it continue unabated, customer will incur repair charges at Motorola discretion and prevailing charges for products deemed by Motorola to have been damaged through improper handling, carelessness or reckless use.

3. Where a product is submitted to Motorola for repair that is outside the scope of Service, such repairs will require payment by the Customer and will be quoted by Motorola of additional costs in accordance with Motorola standard Time and Materials (T&M) rates and terms and conditions. Motorola will notify the customer of any incremental charges related to aforementioned exclusions, prior to completing the repair and said repair will be subject toacceptance of the quotation by the customer.

4. This service does not cover cosmetic imperfections that do not affect the functionality of the device.

5. Motorola is not obligated to provide support for any product:
a. That has been repaired, tampered with, altered or modified — except by Motorola authorised service personnel (including the unauthorized installation of any software) and / or the correct installation of Motorola or 3rd party option boards.
b. That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
c. If customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola terms and conditions of service.

SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and ________________ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Device" means a device that may be identified in Attachment 1, DEVICES.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means, as applicable, the date of the last signature to include this Agreement.

"**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

"Force Majeure" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, or SOW, as applicable.

“Users” means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, or proposal, as applicable. Any Subscription Services from Motorola’s CommandCentral portfolio will also be subject to the additional terms set forth in Section 5 of this Agreement. Motorola and Customer will perform their respective responsibilities as described in this Agreement, any applicable SOW, Documentation, and the proposal.

2.2 To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola’s employees are working on Customer’s premises, and other general assistance. Further, if any equipment is installed or stored at Customer’s location in order to provide the Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

2.3 If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

2.4 Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.5 During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERMS AND CONDITIONS

The terms of the Agreement combined with the terms of any applicable SOW, attachment, Documentation, and the proposal will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable SOW, attachment, Documentation, or the proposal, the Agreement takes precedence.

3.1 Subscription Services Term.

3.1.1 Except for CommandCentral Services and unless a different Term is set forth in the SOW, applicable attachment to this Agreement or proposal, the Term of this Agreement begins on the Effective Date and continues each month until termination by either Party in accordance with the Termination Section of this Agreement.

3.1.2 For CommandCentral Subscription Services, Customer may select a Subscription Services Term of one year, three, years, or five years ("Initial Term"). Unless a different duration is set forth in the Statement of Work or proposal and unless terminated in accordance with the provisions this Agreement, the Term of this Agreement begins on the Effective Date and continues for one (1), three (3), or five (5) year(s), as applicable. Following the Initial Term, this Agreement will automatically renew upon the anniversary date for successive one (1), three (3) or five (5) year periods ("Renewal Term") unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date. The terms and conditions of the Agreement and will govern any renewal periods.

3.2 Motorola Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription

Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

3.3 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

3.4 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

3.5 Equipment Title. Unless stated differently in this Agreement, an attachment or in a Statement of Work, title to any equipment provided to Customer under this Agreement remains vested in Motorola at all times.

3.6 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the SOW, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

3.7 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

3.8 Subscription Fees.

3.8.1 CommandCentral Fees. The Subscription Services includes a one-time start up fee of $11,216.00. Motorola will submit an invoice for the start up fee on the Effective Date plus the annual subscription fee of $7,380.00 for a total invoice of $18,596.00. Thereafter, Motorola will also submit an invoice annually for the subscription fee of $7,380 for Years 2-5. Customer will make payments to Motorola within thirty (30) days after the date of each invoice and as further described in the Agreement.

3.8.2 Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

3.8.34 TAXES. The Subscription Fees and Command Central Subscription Fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

3.9 ACCEPTANCE; SCHEDULE; FORCE MAJEURE

3.9.1 The Licensed Products will be deemed accepted upon the delivery of usernames and passwords to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

3.9.2 All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a reasonable time period.

3.9.3 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

3.10 LIMITED LICENSE

3.10.1 LICENSED PRODUCTS. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement.

3.10.2 Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

3.11 DATA AND FEEDBACK

3.11.1 Solution Data. To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

3.11.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

3.11.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

3.12 WARRANTY

3.12.1 THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

3.12.2 NO GUARANTEE. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

3.13 DISCLAIMERS

3.13.1 EXISTING EQUIPMENT AND SOFTWARE. If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

3.13.2 PRIVACY. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer’s sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

3.13.3 SOCIAL MEDIA. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

3.13.4 Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

3.14 LIMITATION OF LIABILITY

3.14.1 Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS EXHIBIT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

3.14.2 MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE

DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

3.14.3 The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

3.15 DEFAULT AND TERMINATION

3.15.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

3.15.2 FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 3.15.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

3.15.3 RETURN OF CONFIDENTIAL INFORMATION. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

3.15.4 If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the applicable SOW or proposal, no refund or credit will be provided. In such case, any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

3.15.5 Five Year Term. Upon expiration and non-renewal of a 5-year subscription, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

3.16 DISPUTES

3.16.1. SETTLEMENT PREFERRED. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

3.16.2 LITIGATION. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

3.17 GENERAL

3.17.1 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

3.17.2 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

3.17.3 AUDIT. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

3.17.4 ASSIGNABILITY. Neither Party may assign this Agreement without the prior written consent of the other Party (which will not be unreasonably withheld or delayed), except that Motorola may assign this Agreement to any of its affiliates.

3.17.5 SUBCONTRACTING. Motorola may not subcontract any portion of the Services without the prior written consent of Customer, which will not be unreasonably withheld or delayed.

3.17.6 WAIVER. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

3.17.7 SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

3.17.8 INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

3.17.9 HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

3.17.10 GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

3.17.11 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt

3.17.12 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

3.17.13 RETURN OF EQUIPMENT. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

Section 4 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

4.1. CONFIDENTIAL INFORMATION.

4.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

4.1.2. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

4.2. PRESERVATION OF PROPRIETARY RIGHTS.

Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

4.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

5. COMMANDCENTRAL PORTFOLIO - ADDITIONAL TERMS

The following additional terms will apply to Subscription Services from Motorola's CommandCentral Portfolio, including but not limited to Digital Evidence Management System and Body Worn Camera System.

5.1. SECURITY.

5.1.1 Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

5.1.2 Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

5.1.3 Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

5.1.4 Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

5.2 DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

5.3 DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

5.4 API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface ("API") offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola will discontinue an API without prior warning.

5.5. DEVICES. If Customer elects Motorola's service option for Devices, such service option will be governed by the additional terms and conditions set forth in Attachment 1, DEVICES, which Attachment 1 is herby incorporated into this Agreement.

5.6. COMMANDCENTRAL SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5.7. MAINTENANCE

Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6. SURVIVAL OF TERMS. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 3.8 (Subscription Fees); Section 4 (Confidential Information and Proprietary Rights); Section 3.14 (Limitation of Liability); Section 3.15 (Default and Termination); Section 3.16 (Disputes); and all General provisions in Section 3.17.

7. ENTIRE AGREEMENT. This Agreement, and any related attachments constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER	**MOTOROLA SOLUTIONS, INC.**
BY: ______________________	**BY:** ______________________
NAME: ______________________	**NAME:** ______________________
TITLE: ______________________	**TITLE:** ______________________
DATE: ______________________	**DATE:** ______________________

BILL TO ADDRESS:	**SHIP TO ADDRESS:**
Name: ______________________	**Name:** ______________________
Address: ______________________	**Address:** ______________________
Address: ______________________	**Address:** ______________________
Phone #: ______________________	**Phone #:** ______________________

FINAL DESTINATION:
Name: ______________________
Address: ______________________
Address: ______________________

Phone #: ______________________

Attachment 1
DEVICES

If Customer elects Motorola's Device service, the following additional terms and conditions will apply to Motorola's Devices service and are hereby incorporated into the Subscription Agreement.

A1.1. For purposes of this Agreement Devices refers to Si500 or Sr600 devices.

A1.2. For Devices to be eligible for the Device as a Service ("DaaS") offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer's Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer's Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

A1.3. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola's receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.

A1.4. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

A1.5. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

Wi-Fi Network Requirements

If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

The following are not supported:

- Wi-Fi AP's do not support 802.11AC

- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution Authorizing: (1) the Saint Helena Police Department to enter into a Five-Year Contract with Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for $7,380.00 per year for a five-year not-to-exceed amount of $36,900 for services and $11,216.00 for equipment for a total not-to-exceed amount of $48,116.00 over a five-year period; and (2) Authorizing a budget increase of $11,216.00 to the Bureau of State and Community Corrections Fund (278) Capital Equipment (278-4900-2630).

RECITALS

A. The Saint Helena Police Department desires to implement a Body Worn Camera system; and

B. The Saint Helena City Council previously approved implementing a Body Worn Camera System; and

C. The Saint Helena Police Department has researched and tested several Body Worn Camera systems to identify the system best suited for their needs; and

D. The City recognizes the distinct benefit of a Body Worn Camera system; and

E. The funds used to purchase a new Body Worn Camera system will come through a grant from the Bureau of State and Community Corrections; and

F. The on-going costs for the program will be included in future annual operating budgets; and

G. Any on-going expenses in FY 17/18 for the program are already budgeted for.

RESOLUTION

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

- Authorize the Saint Helena Police Department to enter into a Five-Year Contract with Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for $7,380.00 per year for a five-year not-to-exceed cost of $36,900.00 for services and $11,216.00 for equipment for a total not-to-exceed amount of $48,116.00; and

- Authorize a budget increase of $11,216.00 to Bureau of State and Community Corrections Fund (278) Capital Equipment (278-4900-2630) in FY 2017/18.

Approved at a Regular Meeting of the St. Helena City Council on May 22nd, 2018, by the following vote:

Mayor Galbraith:	___________
Vice Mayor White:	___________
Councilmember Kolberstein:	___________
Councilmember Dohring:	___________
Councilmember Ellsworth:	___________

APPROVED:	ATTEST:
___________________________	___________________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **<u>Consent</u>**

Subject: **Consideration of a Resolution approving Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Joint Powers Agreement was established for the use and equitable distribution of Flood Protection Sales Tax Revenues, known as Measure A. The original agreement provided several uses for any remaining funds at the end of the sales tax period. However, all those uses have been satisfied and each jurisdiction continues to have remaining funds, including the approved uses, accounting, and reporting after June 30, 2018.

Measure A began in 1998 and is set to sunset June 30, 2018. The original Joint Powers Agreement included several provisions for use of additional revenues upon sunset if funds exceeded the approved project costs and the projects were completed. Although project costs increased with inflation, revenues were much greater than originally projected. The projection estimated a 3% annual increase in sales tax revenues throughout the 20 years of the measure. Actual receipts averaged approximately 4.7% over the first 19 years.

During FY 2017/18, the City of St. Helena received approval for Amendment No. 12 to the Napa County Flood Protection and Watershed Improvement Authority Agreement

No. 14 and the City of St. Helena No. 99-116 which outlines and authorizes the use of remaining Measure A funds as projected by the Auditor-Controller as of June 30, 2018.

DISCUSSION

On April 24, 2018, the Napa County Flood Protection and Watershed Improvement Authority provided direction to the County of Napa Executive Director and Auditor-Controller for amending the Joint Powers Agreement to include sunset procedures (Attachment 1) recommended by staff to close out the remaining funds available to each jurisdiction.

The County Auditor-Controller has requested each jurisdiction approve Amendment No. 1 of the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues for the purpose of closing out the remaining Measure A funds.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends the City Council approve a Resolution approving Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues.

ATTACHMENTS

Attachment 1 - Napa County Flood Protection and Watershed Improvement Authority Staff Report 04.24.18
Attachment 2 - JPA Amendment 1
Attachment 3 - Resolution

Agenda Date: 4/24/2018
Agenda Placement: 7A

Napa County Flood Protection And Watershed Improvement Authority
Board Agenda Letter

TO:	Board of Directors
FROM:	Mary Booher for Minh Tran - County Executive Officer Flood Control Authority
REPORT BY:	Bret Prebula, Principal Management Analyst - 707-253-4826
SUBJECT:	Direction and possible action on Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues

RECOMMENDATION

Executive Director and Auditor-Controller request direction on amending the Joint Powers Agreement established for the use and equitable distribution of Flood Protection Sales Tax Revenues, known as Measure A.

EXECUTIVE SUMMARY

Executive Director and Auditor-Controller request direction on amending the Joint Powers Agreement established for the use and equitable distribution of Flood Protection Sales Tax Revenues, known as Measure A. The original agreement provided several uses for any remaining funds at the end of the sales tax period. However, all those uses have been satisfied and each jurisdiction continues to have remaining funds, as well as remaining projects to be completed. This amendment outlines the process for the remaining funds, including the approved uses, accounting and reporting after June 30, 2018.

PROCEDURAL REQUIREMENTS

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
What is the revenue source?	Flood Authority Fund Balances for each jurisdiction.
Is it Mandatory or Discretionary?	Mandatory

Is the general fund affected?	No
Future fiscal impact:	None - if approved, the Authority will no longer be in existence.
Consequences if not approved:	The Authority will remain open and continue to process disbursements to each jurisdiction until such a time no funds remain. The Authority is subject to annual audits, budgetary processes and state reporting that would continue to draw cash resources and County staff time.
Additional Information:	

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Executive Director and Auditor-Controller request direction on amending the Joint Powers Agreement established for the use and equitable distribution of Flood Protection Sales Tax Revenues, known as Measure A. The original agreement provided several uses for any remaining funds at the end of the sales tax period. However, all those uses have been satisfied and each jurisdiction continues to have remaining funds, as well as remaining projects to be completed. This amendment outlines the process for the remaining funds, including the approved uses, accounting and reporting after June 30, 2018.

Measure A began in 1998 and is set to sunset June 30, 2018. The original Joint Powers Agreement included several provisions for use of additional revenues upon sunset if funds exceeded the approved project costs and the projects were completed. Although project costs increased with inflation, revenues were much greater than originally projected. The projection estimated a 3% annual increase in sales tax revenues throughout the 20 years of the measure. Actual receipts averaged approximately 4.7% over the first 19 years. Over the course of this current fiscal year, each jurisdiction has, or will be, requesting approval of their final amendment to their project agreements with the Authority. The final agreements outline the use of their remaining funds as projected by the Auditor-Controller as of June 30, 2018. Each agreement included language whereby the jurisdiction has the ability to draw all remaining funds allocated to them as of June 30, 2018, less their share of administration costs for the final audits and reports as required by Measure A. The funds must be maintained by the jurisdictions in a separate fund to only be used for the purpose that was approved in their final amendment.

The item before you is a draft of the amendment including the sunset procedures (Exhibit A) recommended by staff to close out the remaining funds available to each jurisdiction. There will be an Exhibit B attached to the final amendment, which will summarize the approved final amendment of each jurisdiction to provide a memorialized sunset project/allowable use listing. Exhibit B is not yet complete because two jurisdictions have not finalized their project amendments to date. However, staff is requesting the Authority approve the draft amendment with the sunset procedures and provide direction to circulate the draft to all the jurisdictions for their approval, which will then ultimately come back to this Board for final approval once each jurisdiction signs the amendment to the agreement.

SUPPORTING DOCUMENTS

A . Draft Amendment No. 1

B . Exhibit A - Sunset Procedures

Executive Director Recommendation: Approve

Reviewed By: Bret Prebula

Napa County Agreement No. _____
NCFPWIA Agreement No. _____
NCFC&WCD Agreement No. _____
American Canyon Agreement No. _____
City of Napa Agreement No. _____
St. Helena Agreement No. _____
Calistoga Agreement No. _____
Yountville Agreement No. _____

AMENDMENT NO. 1 OF

JOINT POWERS AGREEMENT REGARDING THE USE AND EQUITABLE DISTRIBUTION OF FLOOD PROTECTION SALES TAX REVENUES

THIS AMENDMENT NO. 1 of JOINT POWERS AGREEMENT REGARDING THE USE AND EQUITABLE DISTRIBUTION OF FLOOD PROTECTION SALES TAX REVENUES (the "Joint Powers Agreement") is made and entered into as of this _____ day of June, 2018, between and among the County of Napa, a political subdivision of the State of California (the "County"); the Napa County Flood Protection and Watershed Improvement Authority, a public authority established pursuant to section 7285.5 of the Revenue and Taxation Code (the "Authority"); the Napa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California (the "District"); and the Cities of American Canyon, Napa, St. Helena, and Calistoga, and the Town of Yountville, municipal corporations (collectively, the "Municipalities"). The County, Authority, District, and Municipalities shall collectively be referred to in this Amendment to the Joint Powers Agreement as "Parties."

RECITALS

WHEREAS, on or about November 1, 1998, the Parties entered into the Joint Powers Agreement pursuant to section 5 of Authority Ordinance No. 1 relating to the equitable distribution of flood protection sales tax revenues to County-wide projects; and

WHEREAS, various sections of the Joint Powers Agreement specify the manner through which relevant tax revenues are distributed among the Parties and the purposes for which they may be used; and

WHEREAS, section 5 of the Joint Powers Agreement specifies the purposes for which additional revenues may be used; and

WHEREAS, additional revenues are anticipated in excess of those needed to satisfy all obligations relating to Authority Ordinance No. 1 and the Joint Powers Agreement; and

WHEREAS, the Parties desire to establish a procedure and manner of distribution of additional revenues beyond those needed to satisfy the obligations of Authority Ordinance No. 1 and the Joint Powers Agreement.

TERMS

NOW, THEREFORE, IT IS AGREED by the Parties that the Joint Powers Agreement shall be amended as follows:

1. Section 2 of the Joint Powers Agreement is hereby amended to read in full as follows:

SECTION 2. Recitals

(a) The Ordinance has imposed a Flood Protection Sales Tax in Napa County equal to one-half of one percent with the resultant revenues to be used only for projects contained in the Plan or substitute projects approved in accordance with the provisions contained in the Ordinance relating to substitute projects.

(b) County-wide, a minimum of $6 million per year is expected to be generated by the Flood Protection Sales Tax, based upon 1995-96 actual sales tax receipts in the County (see Table 1). Tax revenues for purposes of this Agreement will be calculated on a July 1-June 30 fiscal year basis commencing July 1, 1998 (the "Tax Year").

(c) The term of the Flood Protection Sales Tax is for a maximum period of 20 years. The Flood Protection Sales Tax revenues are required to be placed in the General Fund of the Authority. The Auditor has indicated her intent to then allocate these revenues to the various subfunds that will be established for the benefit of the County, the District and the Municipalities (hereafter collectively "Tax Fund").

(d) The County, the District and the Municipalities prior to the March 3, 1998, election conducted study sessions and deliberations regarding the unmet flood protection needs throughout the County and identified critical projects which would greatly reduce and/or eliminate the destructive flood damage which regularly occurs in the County. These projects were then included in the Ordinance which was subsequently approved by the voters on March 3, 1998.

(e) The County, the District, the Authority and the Municipalities agree the funding structure for the Napa River and Napa Creek Project, as detailed and designed by the Community Coalition for Napa Flood Management and the Army Corps of Engineers (as further described in the Ordinance and hereafter referred to as the "Napa Project"), must be given special consideration because of the standing federal authorization granted to the Napa community in 1965. Despite the existence of this standing federal authorization, during 1996 and again in 1997, the Corps of Engineers and the United States Congress sent a series of messages to the Napa Community that not only project planning and design but also the local funding for the Napa Project must be in place by Spring 1998 in order for Congress to continue appropriating money for the Napa Project. As a result of these series of messages it became clear that without action by the Napa Community the Napa Project standing federal authorization would be terminated and appropriations no longer approved on an annual basis for the reason that sufficient local funding did not exist to actually carry out the Napa Project.

(f) The County, the District, the Authority and the Municipalities have studied and understand the urgent need to commit sufficient Flood Protection Sales Tax revenues on a countywide basis to enable the local share of costs for the Napa Project to be generated, and that such contribution must be sufficient to enable the Napa Project to be completed within seven (7) years.

(g) The Authority has retained Leifer Capital as its financial advisor. The County, the District, the Authority and the Municipalities have studied the financial analysis provided by Leifer Capital (the "Leifer Report") which provides guidelines for long term debt financing structures that are feasible using Flood Protection Sales Tax revenues. The Leifer Report contains criteria for such financing assuring that the County's General Fund is not placed at risk. A copy of the Leifer Report is on file with the Clerk of the Board of Supervisors of the County of Napa and is incorporated herein by reference as though set out in full.

(h) The County, the District, the Authority and the Municipalities understand that, after completion of the projects contained in the Plan (including any substitute projects approved in accordance with section 8 of the Ordinance) and the establishment and capitalization of the long term capital improvement maintenance fund(s) authorized by the Ordinance, any remaining Flood Protection Sales Tax revenues, and any State Subventions as defined in Section 5(a) that accrue to the Tax Fund that has been established to enable the County, District and Municipalities to better track the distribution of the Flood Protection Sales Tax revenues will be used to retire the related debt early, in order to terminate or reduce the Flood Protection Sales Tax at the earliest possible time.

(i) The County, the District, the Authority and the Municipalities understand and agree that all revenues distributed pursuant to the Ordinance and this Agreement shall be used solely for purposes consistent with and authorized by the Ordinance and this Agreement. The County, the District, and each of the Municipalities agree to be solely responsible for the proper use of any and all revenues disbursed pursuant to the Ordinance and this Agreement. Neither the Authority, nor any of its successors, assigns, committees, subcommittees, officers, or members, shall be liable for the County's, the District's or a Municipality's use of any revenues once disbursed to and under the sole control of that entity.

2. Section 5 of the Joint Powers Agreement is hereby amended to read in full as follows:

SECTION 5: <u>Use of Additional Revenues</u>

(a) Additional revenues can be expected to accrue in the Tax Fund due to interest received, growth in Flood Protection Sales Tax revenues which exceed the $6 million 1995-96 base year level, and funds received from the State of California pursuant to section 12748 of the California Water Code (the "State Subventions") in excess of those needed for the Napa Project Cost Overruns (as that term is defined in Section 6). Growth Tax Revenues shall be allocated in the manner set forth in this Section. Interest accruing to each jurisdiction's sub-fund account within the Tax Fund (i.e., the Napa Project Fund, the Calistoga Fund, etc.) shall be credited to that sub-fund account for use by that jurisdiction in the implementation of that jurisdiction's qualifying projects. These additional funds, if any, shall not be used except as provided for in this section or in support of those projects, or duly authorized substitute projects, identified in the Ordinance or in the Summary of Projects, attached as Exhibit "B" and incorporated herein by reference. The funds will be disbursed in the manner described in Section 5(b), 5(c), and 5(d).

(b) Except as provided for in Section 5(d), Growth Tax Revenues will be used only for the following purposes:

(1) For the first seven (7) years of the Flood Protection Sales Tax term ending June 30, 2005, Growth Tax Revenues shall be allocated to all jurisdictions based on the Base Tax percentages set forth in subparagraphs (c) and (d) of Section 3 for use by each jurisdiction in the implementation of that jurisdiction's approved projects; provided, however, that all such growth revenues shall be temporarily re-allocated for the purpose of financing the Napa Project.

(2) Growth Tax Revenues received or after July 1, 2005, shall be allocated in the following order of priority on an quarterly basis. Reallocations called for by subparagraphs (B) through (E) shall be on a pro-rata basis.

(A) To satisfy any debt financing payment incurred for the Napa Project not satisfied by the Napa Project's share of tax revenues set forth in Table 3 (see section 3(h)) as that percentage may be adjusted annually following July 1, 2005, pursuant to Section 3(f);

(B) To make up for any shortfalls in previous years to the Napa Project or County-wide Projects due to the drop in Flood Protection Sales Tax revenues below $6 million as set forth in Section 7(b);

(C) To return to the Countywide Projects Flood Protection Sales Tax revenues that were temporarily reallocated for use on the Napa Project during the period July 1, 1998 through June 30, 2005 pursuant to Sections 3(e) and 5(b)(1);

(D) To return to the Countywide Project sub-fund accounts an amount equal to the interest that would have been earned on the Flood Protection Sales Tax revenues that were diverted for use on the Napa Project as set forth in Section 3(e) and 5(b)(1) had the diversion not occurred;

(E) To all jurisdictions in the amounts set forth in Section 3(g) of this Agreement.

(F) To retire project-related outstanding debt as early as possible so that the Flood Protection Sales Tax will be terminated at the earliest possible time.

(c) State Subventions shall be utilized in the following order of priority:

(A) To satisfy any debt financing payment incurred for the Napa Project not satisfied by the Napa Project's share of tax revenues set forth in Table 3 (see section 3(h)) as that percentage may be adjusted annually following July 1, 2005, pursuant to Section 3(f);

(B) To fund Napa Project Cost overruns in their entirety;

(C) To return to the County Unincorporated sub-fund account an amount equal to the Flood Protection Sales Tax revenues generated in the Napa Vicinity from July 1, 2005 to the expiration or early termination of the Flood Protection Sales Tax;

(D) To make up for any shortfalls in previous years to the Napa Project or Countywide Projects due to a drop in Flood Protection Sales Tax revenues below $6 million as set forth in Section 7(b);

(E) To return to the Countywide Projects Flood Protection Sales Tax revenues that were temporarily reallocated for use on the Napa Project during the period July 1, 1998 through June 30, 2005 pursuant to Sections 3(e) and 5(b)(1);

(F) To return to the Countywide Project subfund accounts an amount equal to the interest that would have been earned on the Flood Protection Sales Tax revenues that were diverted for use on the Napa Project as set forth in Section 3(e) and 5(b(1)) had the diversion not occurred;

(G) To retire project-related outstanding debt as early as possible so that the Flood Protection Sales Tax will be terminated at the earliest possible time.

(d) In the event that Growth Tax Revenues exceed the amounts necessary to carry out all priorities contained within Section 5(b), any remaining amount of additional revenues shall be disbursed and accounted for in accordance with the Measure A Sunset Procedures, attached as Exhibit "A" and incorporated herein by reference. Any additional revenues disbursed to or among the Parties shall be expended as follows:

(1) For final administration costs, in an amount not to exceed $150,000.00, incurred or paid in Fiscal Year 2018-2019 in accordance with the estimates provided in Exhibit "A". Any excess funds reserved for administration costs but not needed to fulfill the estimates provided in Exhibit "A" shall be transferred to the City Project Maintenance Special Revenue Fund.

(2) In accordance with the Jurisdiction Accounting and Reporting procedures provided in Exhibit "A" in support of any project approved in an agreement among or between the County, the Authority, the District, and/or any one of the Municipalities, as summarized on Exhibit "B."

3. Except as provided above, the terms and conditions of the Joint Powers Agreement shall remain in full force and effect as originally approved.

4. This Amendment may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

NAPA COUNTY FLOOD PROTECTION AND
WATERSHED IMPROVEMENT AUTHORITY

By______________________________________

APPROVED AS TO FORM

Office of County Counsel

By: ____________________________

Date: __________________________

ATTEST:
Secretary of NCFPWIA

By_____________________________

NAPA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By______________________________________

ATTEST:
District Secretary

By_____________________________

APPROVED AS TO FORM

Office of County Counsel

By: ____________________________

Date: __________________________

COUNTY OF NAPA

By_______________________________________

ATTEST:
Clerk of the Board

By_______________________________

APPROVED AS TO FORM

Office of County Counsel

By: ______________________________

Date: ____________________________

CITY OF NAPA

By_______________________________________

ATTEST:

By_______________________

APPROVED AS TO FORM

Office of Napa City Attorney

By: ______________________________

Date: ____________________________

CITY OF AMERICAN CANYON

By_______________________________________

ATTEST:

By_______________________

APPROVED AS TO FORM

Office of the American Canyon City Attorney

By: ______________________________

Date: ____________________________

CITY OF ST. HELENA

By____

ATTEST:

By________________________

APPROVED AS TO FORM

Office of the St. Helena City Attorney

By: ______________________________

Date: _____________________________

CITY OF CALISTOGA

By____

APPROVED AS TO FORM

Office of the Calistoga City Attorney

By: ______________________________

Date: _____________________________

ATTEST:

By________________________

TOWN OF YOUNTVILLE

By____

ATTEST:

By________________________

APPROVED AS TO FORM

Office of the Yountville Town Attorney

By: ______________________________

Date: _____________________________

Exhibit A

Measure A – Sunset Procedures

Close out Process for the Flood Authority:

- 6/30/18 record accounts receivable for all remaining sales tax revenues to be remitted by the State, earned through June 30, 2018. Should be realized by September 30, 2018.
- 6/30/18 record accounts payable for all remaining balances to be transferred to Jurisdictions for all earnings through June 30, 2018. Will be transferred as soon as final tax receipts are received.
- Audit as of 6/30/18 - Trial Balance will consist of Cash + Accounts Receivable, with an offsetting Accounts Payable, resulting in a Fund Balance of $0
- Audit as of 9/30/18 or 10/31/18 (After all checks are cut) - Final Trial Balance will be $0 – Authority Financials are closed indefinitely

Jurisdiction Accounting and Reporting, including City Project Maintenance Fund:

- Prior to 6/30/18 establish an interest bearing Special Revenue Fund for segregation of Measure A receipts restricted to Measure A eligible reimbursements.
- 6/30/18 finalize and recognize all eligible reimbursements for costs incurred through 6/30/18, recognize a receivable for outstanding approved invoices.
- 6/30/18 recognize revenue and a receivable in the newly created special revenue fund for the balance of funds earned through 6/30/18, net receivable booked above.
- Audit as of 6/30/18 should show :
  1. Measure A receivable to offset all costs (to the extent Measure A funding is available through the end of the tax – to be known in late September when County receives final payments).
  2. The net receivable remaining in a Separate Special Revenue fund.
- Activity beginning 7/1/18:
  1. Costs for projects continue to be incurred and captured in operating budgets.
  2. Jurisdiction makes drawdowns from their Special Revenue fund to reimburse the costs.
  3. All documentation to substantiate the drawdown as well as a full accounting of the Special Revenue fund shall be submitted to the District Engineer and County Auditor-Controller for approval prior to close of books.
- Jurisdictions are responsible for segregation of monies and compliance with Measure A funds, providing at a minimum annual report to the Auditor-Controller.
- For fiscal year 2017-18, Flood District Engineer continues to approve drawdowns prior to payment.
- For fiscal year 2018-19 and future, jurisdictional Public Works Engineers and City/Town Managers are to be responsible for approval of eligible expenditures to ensure proper use of Measure A drawdowns.
- Auditor-Controller continues to be responsible for the audit and receipt of annual reporting from jurisdictions with remaining funds pertaining to Measure A compliance and accounting.

Final Administration Costs for Measure A (fiscal year 2018-19):

- Costs will continue for the following:
  - Final audit covering 6/30/18 and close of Authority (Est $15,000)
  - Final FOC annual publication (Est $95,000)
  - Final Authority Meetings (Clerk of the Board/ACO expenses Est $5,000)
  - Celebration ceremony (Est $20,000)
  - CoCo and ACO staffing costs for close out (Est $5,000)
  - Miscellaneous (Est $10,000)
  - Total estimated costs $150,000
- All costs will be incurred and paid in Fiscal Year 2018-19, approved by ACO
- Recommend using District Flood Authority Administration sub-division to track these costs
- Any remaining funds will be transferred to City Project Maintenance Special Revenue Fund

Exhibit B

The final Measure A Agreements for each jurisdiction is the official project record of the use of Measure A funds. This Exhibit contains a summary of projects approved pursuant to those Agreements. All use of funds for these projects must be consistent with the corresponding Agreement

<u>City of American Canyon</u>

Projects approved by the Authority for the use of all remaining Measure A funds:

1. Continue the implementation of the adopted Flood Control and Storm Drain Master Plan to protect existing development.
2. Annual debt service payments for the Cal-Fed loan used to pay for the replacement of the wastewater treatment plant.

<u>City of Napa and Vicinity</u>

Project approved by the Authority for the use of all remaining Measure A funds:

1. Continue the Napa River/Napa Creek Flood Protection Project - planning, design, construction, and land acquisitions.

<u>City of Napa and Vicinity Maintenance Project</u>

Project approved by the Authority for the use of all remaining Measure A funds:

1. To provide long term maintenance of the Napa Project, including periodic clearing of sediment which occurs due to erosion in the upper Napa River watershed.

<u>Town of Yountville</u>

Projects approved by the Authority for the use of all remaining Measure A funds:

1. On-going maintenance of the completed Measure A projects, to include Flood protection work completed within mobile home parks and surrounding areas, and restoration work completed in Hopper Creek, Beard Ditch and Villagio Channel.
2. Annual debt service payments on the Flood Barrier Project.

<u>City of St. Helena</u>

Project approved by the Authority for the use of all remaining Measure A funds:

1. Annual debt service payments on the State Revolving Loan received for Flood Project Improvements.

City of Calistoga

Projects approved by the Authority for the use of all remaining Measure A funds:

1. Continue project on Kimball Dam Intake Tower, Drain Valve, Bypass Structure, and Water Rights Protection - involves the design and construction of the intake tower replacement, drain valve and piping improvements, telemetry and SCADA improvements, as well as hydrology studies and fishery biologist studies.
2. Grant Street flood improvement Project to replace the existing 36" storm drain with two 48" pipes that run through the Napa County Fairgrounds - includes installation of box culverts, concrete piping, channel modifications, erosion control, concrete junction boxes and connection to existing outfall piping. Also includes obtaining and complying with regulatory permits, project close-out and project compliance reporting by consultants.

County Unincorporated Projects

Projects approved by the Authority for the use of all remaining Measure A funds:

1. Angwin/Deer Park Water Supply Reliability Program - for stabilization and enhancement of existing water system components for flood protection and water reliability as well as water quality improvements.
2. Oakville to Oak Knoll Reach Project - the downstream continuation of restoration of the Napa River from the Rutherford reach. The OVOK project includes 4 construction phases encompassing 9.5 miles of the Napa River.
3. Lake Berryessa Watershed Improvement Program to support the Lake Berryessa Resort Improvement District for Storm Damage and Erosion Control, continued participation in the West Sacramento Valley IRWMP, and to fund additional subprojects in the Lake Berryessa Watershed Improvement Grant Program.
4. Milliken Creek Flood Reduction and Fish Passage Improvement Project - improvements that will result in a lowering of water surface elevations and therefore flood damage reduction to homes in the Kaanapali Drive subdivision, including:
   - ✓ Removal of summer impoundment dam to eliminate hydraulic jump in creek
   - ✓ Establish a storm water bypass for golf course detention area
   - ✓ Improve drainage on Kaanapali Drive.
5. Airport Flood Reduction Project - to fund a flood reduction improvement project at the Napa County Airport per FAA Guidelines.
6. MST Project – Continue to fund the County's participation in the North Bay Water Reuse Authority.
7. Countywide Water Conservation – Continue to fund the Countywide Water Conservation Program.

CITY OF ST. HELENA

RESOLUTION NO. 2018-____

Resolution approving Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues.

RECITALS

A. The Joint Powers Agreement (JPA) was established for the use and equitable distribution of Flood Protection Sales Tax Revenues, known as Measure A; and

B. The original agreement provided several uses for any remaining funds at the end of the sales tax period which is June 30, 2018; and

C. All uses contained in the original JPA have been satisfied and each jurisdiction continues to have remaining funds; and

D. During FY 2017/18, the City of St. Helena received approval for the use of the remaining Measure A funds; and

E. The Napa County Flood Protection and Watershed Improvement Authority has provided direction for Amendment No. 1 to the JPA to include sunset procedures and to close out the remaining funds available to each jurisdiction.

RESOLUTION

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

1. Approve Amendment No. 1 to the Joint Powers Agreement Regarding the Use and Equitable Distribution of Flood Protection Sales Tax Revenues.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith:	___________
Vice Mayor White:	___________
Councilmember Koberstein:	___________
Councilmember Dohring:	___________
Councilmember Ellsworth:	___________

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **Consent**

Subject: **Consideration and proposed approval to adopt:**
a) Resolution of support for Measure D; and
b) Resolution of support for Regional Measure 3

CEQA Determination: **Not a CEQA project**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By:

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At the May 8, 2018 City Council meeting, the City Council discussed the June 5, 2018 California Primary Election that includes both state and local measures. The Council directed staff to draft resolutions for the May 22, 2018 City Council meeting in support of Measure D and Regional Measure 3.

DISCUSSION

Each of the measures is summarized below. Additional informational materials are attached to this report, along with draft Resolutions of Support'

Regional Measure 3 (RM3)

RM3 proposes to increase tolls by $1 in 2019, an additional $1 in 2022, and an additional $1 in 2025 for a total increase of $3 on Bay Area toll bridges. After 2025, tolls could be increased for inflation. The Bay Area Toll Authority would have to use 16% of the funds to pay for up to $60 million in designated annual transportation operating programs. The remaining funds, estimated to total $4.45 billion, would be used for designated transportation capital projects throughout the Bay Area, including Napa County.

RM3 will be on the ballot in all nine Bay Area counties. To pass, RM3 requires approval by a majority of votes cast on the measure in all nine counties combined.

Measure D

Measure D, if approved by Napa County voters, would amend the Napa County Code to largely eliminate personal use airports and heliports in zones other than Airport (AV) districts. It would also require takeoffs in support of direct agricultural related activities away from public airports must only transport persons essential to that activity, and must be unavoidable. Measure D would also require that, within 48 hours of any takeoff or landing in support of direct agricultural related activities to file a report to the Director of the Napa County Planning, Building and Environmental Services containing specific information about the takeoff or landing. Measure D does not change the County Code's provisions allowing emergency medical services landing sites upon granting of a use permit.

FISCAL IMPACT

Fiscal impacts are discussed in attachments to the report.

RECOMMENDED ACTION

Consideration of resolutions in support of Measure D and Regional Measure 3.

ATTACHMENTS

Regional Measure 3
Measure D

Regional Measure 3
(RM3)

REGIONAL MEASURE 3

IMPARTIAL ANALYSIS BY THE NAPA COUNTY COUNSEL

The tolls would increase by $1 in 2019, an additional $1 in 2022, and an additional $1 in 2025, for a total increase of $3. After 2025, tolls could be increased for inflation.

By law, the Bay Area Toll Authority (Authority) would have to use 16% of the funds from these toll increases to pay for up to $60 million in designated annual transportation operating programs. The Authority would have to use the remaining available funds, which the Authority estimates will total $4.45 billion, for designated transportation capital projects throughout the Bay Area. The largest projects include:

- purchasing new BART cars;
- extending BART from the planned Berryessa/North San José Station to San José and Santa Clara;
- widening U.S. 101 through the Marin-Sonoma Narrows to accommodate new carpool vehicle lanes;
- improving State Route 37, which serves Solano, Marin, Napa, and Sonoma counties;
- expanding the ferry service and increasing its frequency;
- improving Interstate 680/State Route 4 and Interstate 80/680/State Route 12 interchanges; and
- extending Caltrains to downtown San Francisco.

The Authority would be allowed to provide discounts to high-occupancy vehicles or vehicles that pay tolls without using cash. The Authority would be required to provide a discount for certain commuters who cross two bridges.

RM3 will be on the ballot in all nine Bay Area counties, including the City and County of San Francisco and the counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma. To pass, RM3 requires approval by a majority of votes cast on the measure in all nine counties combined.

An independent oversight committee would monitor how funds from the toll increases are spent. This committee and the Authority would be required to submit annual reports on use of the funds to the State Legislature.

A YES VOTE MEANS you want to increase the toll on all Bay Area toll bridges except the Golden Gate Bridge by $1 in 2019, an additional $1 in 2022, and an additional $1 in 2025.

A NO VOTE MEANS you do not want to approve the proposed toll increase.

Jeffrey M. Richard
Acting County Counsel

FILED
Napa County
Assessor-Recorder-County Clerk
Election Division
MAR 9 2018
By: ____________
Deputy

NOTICE OF ELECTION AND FIXING TIME FOR SUBMISSION OF ARGUMENTS ON REGIONAL MEASURE 3, THE BAY AREA TRAFFIC RELIEF PLAN, TO BE VOTED ON AT THE CONSOLIDATED PRIMARY ELECTION TO BE HELD ON JUNE 5, 2018.

NOTICE IS HEREBY GIVEN to the qualified voters of Napa County that in accordance with provisions of the Streets and Highways Code and the California Elections Code, an election to consider implementing the Bay Area Traffic Relief Plan by raising bridge tolls on the Bay Area's seven state-owned toll bridges (Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge) will be consolidated with the Tuesday, June 5, 2018 Statewide Direct Primary Election for the Measure shown below. Polling hours will be from 7 A.M. to 8 P.M. on June 5, 2018.

Regional Measure 3 (RM 3)

> **BAY AREA TRAFFIC RELIEF PLAN***.* Shall voters authorize a plan to reduce auto and truck traffic, relieve crowding on BART, unclog freeway bottlenecks, and improve bus, ferry, BART and commuter rail service as specified in the plan in this voter pamphlet, with a $1 toll increase effective in 2019, a $1 increase in 2022, and a $1 increase in 2025, on all Bay Area toll bridges except the Golden Gate Bridge, with independent oversight of all funds?

NOTICE is further given that the Governing Body of the Authority, or any members thereof authorized by such body, or any individual voter, or bona fide association of citizens, or any combination of such voters and associations, may file a written argument for or against said measure, not to exceed 300 words in length. If arguments are submitted both for and against Regional Measure 3, the authors may prepare and submit rebuttal arguments not to exceed 250 words.

NOTICE is further given that based upon the time reasonably necessary to prepare and print the arguments and sample ballots for said election, the Registrar of Voters has fixed the following deadlines for submittal of arguments and rebuttals:

The last day to file arguments for or against Regional Measure 3 is Friday March 16, 2018 at 4:30 p.m. Arguments for or against the measure shall be filed in the Election Division at 1127 1st St. STE E Napa, CA 94559. In accordance with Section 9600 of the California Elections Code, all arguments shall be accompanied by a statement that the argument is true and correct signed by each author.

The last day to file rebuttal arguments for or against Regional Measure 3 is Friday March 23, 2018 at 5:00 p.m. Rebuttals shall be filed in the Election Division at 1127 1st St. STE E Napa, CA 94559.

Further information about filing arguments and rebuttals and required forms are available on the Registrar of Voters website at https://www.countyofnapa.org/396/Elections

Date: March 3, 2018

John Tuteur, Registrar of Voters

CITY OF ST. HELENA
RESOLUTION NO. 2018-

Supporting Regional Measure 3

RECITALS

Whereas, Regional Measure 3 (RM 3) is a ballot measure on the June 5, 2018 ballot in the nine-county San Francisco Bay Area. The measure is a plan to build major roadway and public transit improvements via an increase in bridge tolls on all Bay Area toll bridges except the Golden Gate Bridge.

Whereas, RM 3 was authorized by the State Legislature by Senate Bill 595 (authored by Senator Jim Beall of San Jose) and signed into law by Governor Edmund G. Brown, Jr. in 2017.

Whereas, the goal of RM 3 is to reduce traffic congestion and improve transportation options throughout the San Francisco Bay Area's state-owned toll bridge corridors.

Whereas, the measure would build urgently needed transportation improvements, including, but not limited to: new BART cars, the extension of BART to Silicon Valley, new high-occupancy vehicle lanes in Marin and Sonoma, improvements to State Route 37 serving Solano, Marin, Napa and Sonoma counties, more frequent and expanded ferry service, improvements to the Interstate 80/680/State Route 12 interchange, and the extension of Caltrain to downtown San Francisco through an increase in bridge tolls.

RESOLUTION

THEREFORE BE IT RESOLVED, that the City of St. Helena hereby supports Regional Measure 3 on the June 2018 ballot to reduce traffic congestion and improve transportation options.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Koberstein: ___________
Councilmember Dohring: ___________
Councilmember Ellsworth: ___________

APPROVED:	ATTEST:
______________________	______________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

Measure D

MEASURE D

IMPARTIAL ANALYSIS BY THE NAPA COUNTY COUNSEL

The Napa County Code currently allows personal use airports and heliports in most of the zoning districts in the County, upon grant of a use permit. The County Code defines personal use airport and heliport as an airport or heliport limited to noncommercial activities of an individual owner of family and occasional guest. It does not include airports and heliports that support commercial activities.

Measure D, if approved by the voters, would amend the Napa County Code to largely eliminate personal use airports and heliports in zones other than Airport (AV) districts.

The County Code additionally allows helicopter landings in support of direct agricultural production activities such as aerial spraying and frost protection in most zoning districts, without use permit approval. Measure D would require that, where helicopter takeoffs and landings occur at locations other than a public airport, such takeoffs and landings must be in support of direct aerial agricultural activities, must only transport persons essential to that activity, and must be unavoidable. Measure D would also require that, within forty eight (48) hours of any takeoff or landing in support of direct agricultural activities, the helicopter operator must submit a written report to the director of Napa County Planning, Building and Environmental Services containing specified information about the takeoff or landing.

The County Code currently allows emergency medical services landing sites upon grant of a use permit. Measure D does not change or affect this provision.

A YES VOTE MEANS you want to amend the Napa County Code to prohibit personal use airports and heliports and place restrictions on when helicopter takeoffs and landings in support of aerial agricultural activities may occur.

A NO VOTE MEANS you do not want to amend the Napa County Code to prohibit personal use airports and heliports and place restrictions on when helicopter takeoffs and landings in support of aerial agricultural activities may occur.

FILED
Napa County
Assessor-Recorder-County Clerk
Election Division

MAR 8 2018

By:____________________

Jeffrey M. Richard
Acting County Counsel

ORDINANCE NO. 2018-02

AN ORDINANCE OF THE PEOPLE OF NAPA COUNTY ENACTING AN ORDINANCE, AMENDING SECTION 18.120.010 (EXCEPTIONS TO USE LIMITATIONS) OF THE NAPA COUNTY CODE TO PROHIBIT PERSONAL USE AIRPORTS AND HELIPORTS AND TO LIMIT SITES FOR HELICOPTER LANDINGS IN SUPPORT OF DIRECT AGRICULTURAL PRODUCTION ACTIVITIES SUCH AS AERIAL SPRAYING AND FROST PROTECTION.

The people of the County of Napa ordain as follows:

Section 1. Purpose.
The people find that any proliferation of personal use airports or heliports would be inconsistent with and detrimental to the rural, agricultural and peaceful character of Napa County. This Ordinance is intended to prohibit any new personal use airports or heliports. Also, the Ordinance makes no changes to existing law that permits the landing of aircraft and helicopters for emergency uses. Finally, the Ordinance clarifies the limited circumstances under which helicopters may take-off and land in the County for agricultural purposes.

Section 2. Title 18, Chapter 18.120, Section 18.120.010 of the Napa County Code is hereby amended to read as follows:

18.120.010 Exceptions to use limitations.

A. The following uses, in addition to those hereinbefore set forth, shall be allowed without a use permit in any zoning district:

1. Category 1 and 1A temporary events, as defined in Section 5.36.015;
2. Category 2A, 2B, 3, 4, and 5 and Subsequent Category 2A, 2B, 3, 4 and 5 temporary events as defined in Section 5.36.015 and conducted in accordance with Chapter 5.36; and special events as defined in Section 10.24.010 and conducted in accordance with a special events permit obtained in accordance with Chapter 10.24;
3. Surface mining as defined in Chapter 16.12 so long as a surface mining permit has been issued as prescribed by that chapter;
4. Distribution lines installed to convey gas and/or electricity locally to individual services or to another such line;
5. Cable television lines, and telephone lines other than long distance cables;
6. Cultivation of gardens;
7. Temporary sheds for the retail sale of agricultural products lawfully produced on the premises;
8. Hand-held, vehicular, or other portable transmitters or transceivers, including, but not limited to cellular phones, CB radios, emergency services radio, and other similar devices;
9. Helicopter emergency use facility landing sites; and
10. Helicopter takeoffs and landings ~~solely in support of direct agricultural production activities such as aerial spraying and frost protection~~ at locations other than public airports, in support of direct agricultural activities, but only if the takeoffs and landings comply with all of the following conditions: (a) they are solely in support of direct aerial agricultural activities and

applications such as aerial spraying, aerial frost protection, or aerial mapping; (b) they do not transport persons other than those essential to the conduct of such aerial activities; and (c) they are unavoidable.

Within forty-eight hours of any takeoff or landing in support of direct agricultural activities as described herein, the helicopter operator shall submit to the director of the department a written report containing the helicopter's registration number; date, time, duration and aerial activity of the operation; the persons engaged in the conduct of such activity; and the reason why the takeoff or landing was unavoidable.

B. The following uses may be permitted in any zoning district (or where restricted to certain zoning districts, in accordance with such restrictions) upon the grant of a use permit in each case:

1. (Reserved);

2. ~~Personal use airports and heliports, and~~ Emergency medical services landing sites, provided, that such use permit is not effective unless and until any required permits, licenses, or other approvals from other federal, state, and local agencies (including the airport land use commission) have been obtained;

3. Commercial excavation or extraction of natural materials including, without limitation, geothermal, oil and gas resources;

4. Timber harvesting;

5. Sanitation treatment plants and oxidation ponds;

6. Electric transmission lines designed to carry large blocks of electric energy at a voltage of thirty-three kv or above from generating stations, between points of interchange, between transmission substations, to distribution stations or to large individual customers;

7. Gas transmission lines installed for the purpose of transmitting gas from a source or sources of supply to one or more distribution centers or to one or more large volume customers or to interconnect sources of supply;

8. Other public utility uses including, without limitation, warehouses, storage yards, gas holders, substations, electric generating plants, reservoirs, storage tanks, pumping stations and communication equipment buildings;

9. Other public and quasi-public uses not included elsewhere in this section other than telecommunication facilities;

10. Other provisions of this section to the contrary notwithstanding, the undergrounding of any electric, gas or telephone line shall require a use permit except:

a. Where the entire length of the line to be underground is covered by an encroachment permit, or

b. The entire length of the line to be undergrounded lies between a distribution line on a street and an individual service connection;

11. Churches;

12. Cemeteries;

13. Child day care center in existing structures developed for public assembly (i.e., churches, meeting halls, public and private schools) and in existing nonconforming commercial buildings;

14. Temporary real estate offices for the sale of properties developed pursuant to a development plan for the site;

15. Provided that the property to be developed is located within a railroad right-of-

way in existence as of January 1, 1988, and notwithstanding any other provision of this code, tourist and excursion transportation facilities may be permitted, subject to the issuance of a conditional use permit pursuant to Sections 18.124.010 through 18.124.080; and

16. Hot air balloon launching sites so long as the approving agency can make all of the findings contained in Section 18.104.400.

C. Minimum lot area regulations applicable to any zoning district may be waived by the commission in connection with issuance by it of a use permit for any use set forth in subsections (B)(7) and (8) of this section.

D. The following uses shall be allowed in any zoning district upon issuance of an administrative permit in accordance with Chapter 18.126:

1. A home occupation; provided, however, that notwithstanding Section 18.08.310, a bed and breakfast shall not be considered a home occupation;

2. Signs allowed without permits per Section 18.116.020 and signs allowed upon grant of an administrative permit per Section 18.116.030;

3. A temporary trailer;

4. An application for an extension of time for a previously issued administrative permit for a temporary trailer; and

5. Hot air balloon launching sites involving fifty or fewer days of launches or attempted launches at the same site per year and in accordance with the standards contained in subsection (O) of Section 18.126.060.

Section 3. **Conflicting Law.** If this initiative measure and another measure addressing personal use airports and heliports appear on the same ballot, and a majority of the voters vote in favor of both measures but this measure receives more votes than the other measure, this measure alone shall become valid, binding, and adopted in its entirety, and the other measure shall be null and void in its entirety.

Section 4. **Amendment.** This ordinance may not be repealed or amended except by a vote of the people.

Section 5. Effective Date. This ordinance shall be considered as adopted upon the date the vote is declared by the board of supervisors, and shall go into effect 10 days after that date.

The foregoing ordinance was passed by a vote of the people of Napa County, on ____________________, 2018 by the following vote:

AYES: ____________________

NOES: ____________________

The vote on this ordinance was declared by the Board of Supervisors on ____________________, 2018.

____

BRAD WAGENKNECHT

Chair, Napa County Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By:_______________

NOTICE OF CONSOLIDATED ELECTIONS AND DEADLINES FOR SUBMITTING IMPARTIAL ANALYSES, ARGUMENTS AND REBUTTALS FOR INITIATIVE MEASURES C AND D

NOTICE IS HEREBY GIVEN BY THE NAPA COUNTY REGISTRAR OF VOTERS that consolidated elections will be held on June 5, 2018 for registered voters of Napa County to decide Initiative Measures C and D.

NOTICE is further given that Measure C shall appear on the ballot at said election:

Shall Napa County Ordinance No. 2018-01 be adopted? (Amending the Napa County General Plan and zoning code creating water quality buffer zones within the Agricultural Watershed (AW) zoning district and restricting tree removal within those zones; strengthening oak removal remediation standards and establishing a permit program for oak tree removal once 795 acres of oak woodland have been removed.)	Yes
	No

NOTICE is further given that Measure D shall appear on the ballot at said election:

Shall Napa County Ordinance No. 2018-02 be adopted? (A**mending Napa County Code Section 18.120.010 to disallow the use of personal airports and helipads and to limit the circumstances under which helicopter takeoffs and landings in support of direct agricultural activities may take place.)**	Yes
	No

NOTICE is further given that the impartial analyses by the County Counsel, in the form required by section 9160(b) of the Elections Code, shall be prepared and filed with the Registrar of Voters on or before 5:00 p.m., March 9, 2018.

NOTICE is further given that the final date for submission to the Registrar of Voters of arguments not to exceed 300 words in length for or against the measures shall be March 16, 2018, and that such arguments shall be submitted to the Registrar at 1127 1st St Ste E, Napa, California 94559, no later than 4:30 p.m. on said day. Arguments must be accompanied by a statement that the argument is true and correct pursuant to Elections Code section 9600.

NOTICE is further given that if arguments are submitted both for and against the proposed measures, the authors may prepare and submit rebuttal arguments not to exceed 250 words. The final date for submission to the Registrar of Voters of rebuttal arguments for or against the measures to the extent rebuttal arguments are permitted by section 9167 of the Elections Code shall be March 23, 2018, no later than 5:00 p.m. on said day. Rebuttal arguments must be accompanied by a statement that the rebuttal to the argument is true and correct pursuant to Elections Code section 9600.

DATED: March 3, 2018 John Tuteur Registrar of Voters

CITY OF ST. HELENA
RESOLUTION NO. 2018-

Supporting Measure D

RECITALS

Whereas, Measure D is a measure on the June 5, 2018 ballot for Napa County. The measure will would amend the Napa County Code to largely eliminate personal use airports and heliports in zones other than Airport (A V) districts.

Whereas, the County Code additionally allows helicopter landings in support of direct agricultural production activities such as aerial spraying and frost protection in most zoning districts, without use permit approval. Measure D would require that, where helicopter takeoffs and landings occur at locations other than a public airport, such takeoffs and landings must be in support of direct aerial agricultural activities, must only transport persons essential to that activity, and must be unavoidable. Measure D would also require that, within forty eight (48) hours of any takeoff or landing in support of direct agricultural activities, the helicopter operator must submit a written report to the director of Napa County Planning, Building and Environmental Services containing specified information about the takeoff or landing.

Whereas, the County Code currently allows emergency medical services landing sites upon grant of a use permit. Measure D does not change or affect this provision.

RESOLUTION

THEREFORE BE IT RESOLVED, that the City of St. Helena hereby supports Measure D on the June 2018 ballot to amend the Napa County Code to prohibit personal use airports and heliports and place restrictions on when helicopter takeoffs and landings in support of aerial agricultural activities may occur.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Koberstein: ___________
Councilmember Dohring: ___________
Councilmember Ellsworth: ___________

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **New Business**

Subject: **St. Helena Chamber of Commerce Annual Report and FY 2018/19 Budget**

CEQA Determination: **Not a CEQA project**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By:

Approved By: Mark T. Prestwich, City Manager

BACKGROUND
On July 14, 2015, the City of St. Helena entered into a $210,000 annual agreement with the St. Helena Chamber of Commerce for marketing and promotional services. This agreement was extended last year by an amendment through June 30, 2018.

DISCUSSION
The agreement requires the Chamber to allocate $30,000 of the contracted amount to improve community relations by continuing community building activities including musical picnics, Earth Day, and implementing a holiday season in St. Helena. Pursuant to Section 5 of the Agreement, the Chamber is required to provide an annual written report by May 31.

FISCAL IMPACT
The report will discuss FY 2017/18 funding as well as planned activities for FY 2018/19.

RECOMMENDED ACTION
Receive and file, and provide direction regarding preparation of an amendment to the agreement.

ATTACHMENTS

Chamber FY 2015-17 Agreement 071415
Chamber FY 2017-18 Amendment

MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF COMMERCE

THIS AGREEMENT is made and entered into on July 14, 2015 ("Agreement"), by and between the City of St. Helena a municipal corporation located in the County of Napa, State of California (City), and the St. Helena Chamber of Commerce (Chamber). The City and Chamber will be referred to collectively as the "Parties."

RECITALS

C. City seeks to work with the Chamber and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice.

D. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City.

E. Chamber represents it is recognized by the Internal Revenue Service as a section 501[c][6] nonprofit organization.

F. Chamber represents it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City in accordance with this Agreement.

G. City and Chamber have previously entered into similar promotional and marketing services agreements.

Therefore, for the considerations hereinafter specified, the Parties agree as follows:

Section 1. Scope of Services. Chamber shall provide the services as outlined in Exhibit A attached hereto. The Parties shall review the Scope of Services annually. Subject to this Agreement, the Parties may agree to scope modifications mutually acceptable to the Parties and confirmed in writing signed by the Parties.

Section 2. Term of Agreement. This Agreement's effective date will begin July 1, 2015, and will terminate on June 30, 2017. This Agreement shall be subject to an annual review by the Parties of the Scope of Services and Compensation for the July 1, 2016 through June 30, 2017 term, and the Parties may agree to modify these provisions. Any such modifications shall be confirmed in writing signed by the Parties.

Section 3. Compensation. For the Scope of Services provided in Exhibit A , City will pay Chamber an annual sum of $210,000. Said payments shall be made in eight equal quarterly installments of $52,500 on July 31, 2015, October 31, 2015, January 31, 2016, April 30, 2016, July 31, 2016, October 31, 2016, January 31, 2017 and April 30, 2017.

<u>Section 4. Accounting.</u> The Chamber shall account for all City funding provided, shall keep complete books and records for expenditures associated with the City funding pursuant to this Agreement, and shall make available and to submit to audit by the City of all the Chambers' books, records, and financial statements upon the City's request and with reasonable prior notice, which shall not exceed 10 calendar days.

<u>Section 5. Performance Evaluation and Tracking.</u> For the purposes of evaluating the effectiveness of the marketing and promotional services to be provided by Chamber, Chamber shall provide to City an annual written report by May 31st, which shall include the following information:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center and number of referrals to St. Helena businesses.
- Utilization and traffic counts on Chamber web-site.
- Hours of operation and staffing levels at St. Helena Welcome Center. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Hours may be reduced during the off-season period of January – May.
- Reports on advertising, press coverage, and press releases with dates of publication or release.
- Status of projects/programs outlined in Exhibit A, "Scope of Services."

City's City Manager and Chamber's President/CEO shall meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region.

<u>Section 6. Independent Contractors.</u> The Parties understand and agree the Chamber, in the performance of its work and services under this Agreement, shall act as and be an independent contractor. Chamber shall obtain no rights or benefits that accrue to City employees.

<u>Section 7. Indemnification by Chamber.</u> The Chamber shall, upon the City's written demand and with legal counsel acceptable to the City, defend, indemnify, and hold harmless the City, its agents, officers, City Council members, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including experts, which may be asserted by any person, including the Chamber, arising out of or in connection with the Chamber's performance of services under this Agreement.

<u>Section 8. Indemnification by City.</u> The City shall, upon the Chamber's written demand and with legal counsel acceptable to the Chamber, defend, indemnify, and hold harmless the Chamber, its agents, officers, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including experts, which may be asserted by any person, including the City, arising out of or in connection with the City's performance under this Agreement.

<u>Section 9. Insurance Requirements.</u> Chamber 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 work hereunder by Chamber, its agents, representatives, or employees, as indicated:

A. <u>Minimum Scope of Insurance.</u> 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. Chamber shall maintain limits no less than:
1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. 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 Chamber or Chamber's subconsultants; or automobile owned, leased, hired or borrowed by the Chamber.
2. For any claims related to Chamber's conduct while performing the work of this project, the Chamber'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 Chamber'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. Chamber shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Section 10. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, sexual orientation, age, national origin, religion, material status, medical condition, or physical or mental disability.

Section 11. Governing Law. City and Chamber agree that the law governing this Agreement shall be that of the State of California.

Section 12. Compliance with Laws. Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local Agencies (including, without limitation, the City).

Section 13. Disclosure/Provision of Information. Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement may include the City logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to City upon City's request.

Section 14. Waiver. The Parties agree that a waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The City's acceptance of Chamber's performance of any work or services shall not be deemed to be a waiver of City's rights or Chamber's obligations under this Agreement.

Section 15. Assignment/Delegation. Except as above, neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other Party, and no assignment shall be of any force or affect whatsoever, and shall be void, unless and until the other Party shall have so consented.

Section 16. Conflict of Interest. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. The Chamber further covenants that in the performance of the Scope of Services under this Agreement, Chamber will not knowingly employ any person having any such conflict of interest with the City.

Section 17. Attorney's Fees. In the event either Party brings an action or proceeding for damages arising out of the other's performance under this Agreement, or to establish the rights or remedies of either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as part of such action or proceeding.

Section 18. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights or remedies to any person or entity not a Party to this Agreement.

Section 19. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally served or mailed, return-receipt requested, addressed to the respective parties as follows:

CEO/President
St. Helena Chamber of Commerce
657 Main Street
St. Helena, CA 94574

City Manager
City of St. Helena
1440 Main Street
St. Helena, CA 94574

Section 20. Prior Agreements. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement.

Section 21. Entire Agreement / Interpretation. Both Parties acknowledge that by entering into this Agreement, the City is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly provided in this Agreement. This Agreement constitutes the entire agreement among the Parties and may not be modified or changed, except by written instrument executed by both parties. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

Section 22. Termination. This Agreement may be terminated prior to June 30, 2017 as follows: By either Party, if the other Party fails to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement. The Party terminating the Agreement shall give written notice of such termination, stating the reasons for such termination in such event. Termination shall be effective 30 days following such written notice. Upon the termination of this Agreement by either Party, (1) any accrued but unpaid compensation due the Chamber shall be paid to the Chamber within thirty (30) days after receipt of the Chamber’s invoice following such termination; and (2) Chamber shall repay to City within thirty (30) days after receipt of the Chamber’s invoice following such termination the pro-rata portion of any quarterly payment remaining post-termination. Compensation to Chamber or Chamber’s reimbursement to City due upon termination shall be prorated. For example, if the Agreement were terminated on March 15, 2016, then $26,250 would be due to Chamber for the services performed during the partial January 31, 2016 through April 30, 2016 installment period.

Section 23. 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.

Chamber:

By: ________________________________
Name: ______________________________
Title:________________________________

City:

By: _________________________
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

Exhibit A

Scope of Work
St. Helena Chamber of Commerce Marketing and Promotional Services Agreement

Tourism Marketing and Promotional Efforts

The St. Helena Chamber of Commerce "Chamber" shall at a minimum provide the following efforts to proactively market the City of St. Helena and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy designed to maintain and generate increased TOT and sales tax revenue to the City's General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services.

- Direct and implement a Public Relations strategy which can include retaining a public relations professional to assist in the marketing and exposure of the City of St. Helena as a high end destination.
- Direct and implement a Marketing Strategy with an overall "Visit St. Helena" message designed to directly and indirectly benefit all businesses in and around St. Helena.
- Maintain a robust, timely and current web-site and provide a link to the City web-site. The site should be mobile friendly and easy to navigate.
- Operate and staff a Welcome Center on a daily basis. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Chamber may reduce weekend hours during Jan - May.
- Produce and update as necessary various City promotional information such as but not limited to a walking map of St. Helena and other such information.

Special Events Production

Chamber will also provide support and assistance to other community activities including but not limited to:

Musical Picnics Concert Series
Earth Day
4th of July Fireworks
Hometown Harvest Festival
Holiday Season in St. Helena

STH CONTRACT: 2017-058

AMENDMENT #1 TO THE CITY OF ST. HELENA – ST. HELENA CHAMBER OF COMMERCE AGREEMENT 2015-2017 AGREEMENT BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF COMMERCE

RECITALS

A. Pursuant to the terms of the written Agreement between City of St. Helena ("City") and the St. Helena Chamber of Commerce ("Chamber"), approved on July 14, 2015 by Resolution 2015-74, the City entered into a two-year Marketing and Promotional Services Agreement ("Agreement") with the St. Helena Chamber of Commerce (Chamber) for professional services in connection with marketing and promotional services not to exceed $210,000.00 per year; and

B. The Chamber of Commerce will dedicate efforts and allocate 14% ($30,000) of the contracted $210,000 to improve community relations by continuing our current community building activities including, Musical Picnics, Earth Day and implementing a holiday season in St. Helena; and

C. The Chamber will explore and expand Celebrate St Helena along with possible future events or initiatives to appeal to a wider local and visitor audience with themes, additional community service awards, and activities to help build comradery and promote St. Helena; and

D. The Chamber will continue to provide assistance and support to City community events including but not limited to the Hometown Harvest Festival and the 4th of July Fireworks; and

E. City and Chamber desire to amend the Agreement to provide an additional one-year of marketing and promotional services as outlined in Exhibit A – Scope of Services and in the original agreement dated July 14, 2017.

AGREEMENT

1. This Amendment #1 to the Agreement (a) extending the term of the Agreement through June 30, 2018 and (b) authorizing an additional amount of $210,000.00 for marketing and promotion services is hereby approved; and

2. The total amount of funding authorized under this Amendment #1 shall not exceed $210,000.00 for Fiscal Year 2017/18; and

3. In all other respects the terms of the Agreement shall remain in effect.

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: ______________________________

Title: Pres. & CEO

City:

By: ______________________________
Mark Prestwich
Title: City Manager

Approved as to Form:

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

CITY OF ST. HELENA

RESOLUTION NO. 2017-78

APPROVING AMENDMENT #1 TO THE MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF COMMERCE

RECITALS

A. The City desires to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and

B. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City; and

C. The St. Helena Chamber of Commerce represents it is recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization; and

D. The St. Helena Chamber of Commerce represents it is directed by an elected Board of Directors from the local business community with a professional staff and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

RESOLUTION

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

1. The City Council approves Amendment #1, a one-year extension of the Agreement with the St. Helena Chamber of Commerce for a total not to exceed amount of $210,000.00 for Fiscal Year 2017/18; and
2. An annual review of the Scope of Services and Budget for Fiscal Year 2017/18 will be done during the Fiscal Year 2018/19 budget process; and
3. The City Council authorizes the City Manager to execute Amendment #1 to the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017 by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Dohring:	Yes
Councilmember Koberstein:	Yes

Councilmember Ellsworth: **Yes**

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1889
STATE OF CALIFORNIA

Destination Marketing Report

Fiscal Year 2017~2018

ST. HELENA
CHAMBER OF COMMERCE

Mission

The St. Helena Chamber of Commerce is a membership-based association of business people organized to enhance the local economy and the St. Helena brand for the direct and indirect benefit of it's members and the community.

- Market St. Helena and business to targeted consumers to build revenue with low impact.
- Advocate for issues central to our mission's success.
- Engage the community to strengthen it's support of St. Helena business.

Chamber Members

- 265 Members Strong
- 96% of Members are in St. Helena
- Patrons can always find a list of members on the Chamber website and learn about how we can all support local businesses.

Board of Directors

Marcus Marquez, Chair
Brasswood

Mike Garrow, Treasuer
Southbridge/Meadowood

Katie Leonardini, Secretary
Whitehall Lane

Linzi Gay
Clif Family Winery

Jay Smith,
Sunshine Foods

Mark Hoffmeister
Wydown Hotel

Ahren Tremble
Sportago

Ericka Iten
St. Helena Hospital

Tracy Sweeney
Beringer Winery & Sterling Vineyards

KC Garrett
Coldwell Banker
Brokers of the Valley

Destination Marketing St. Helena

Strategic Priority

Market St. Helena to build revenue with low impact.

Goals

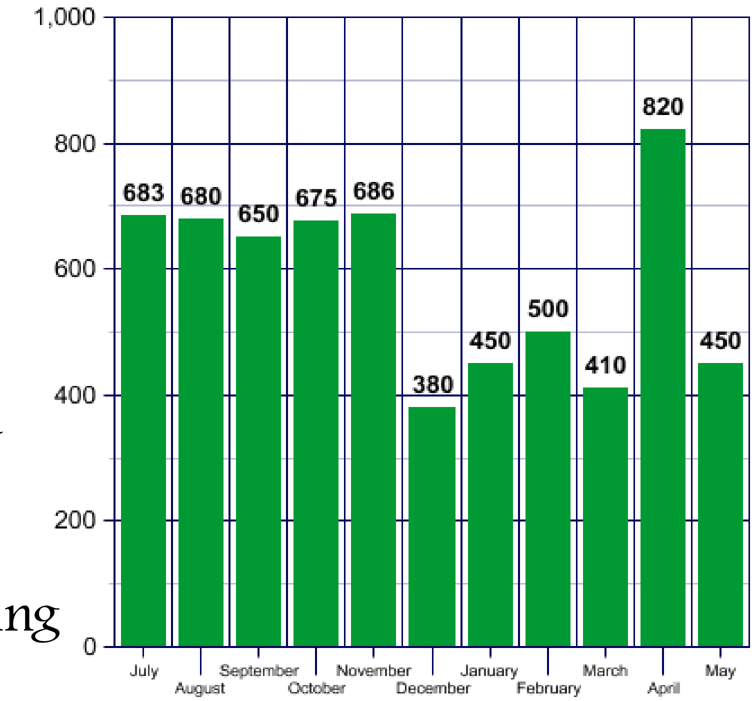
- *Heads to Beds in the Off Season*
- *Bucks in Tills*
- *Forks in Hand*

Objectives

- *Position St. Helena as a world class destination*
- *Educate Consumers to Options*
- *Increase Technology Communication*
- *Focus on Lifestyle, Passion & Experience*

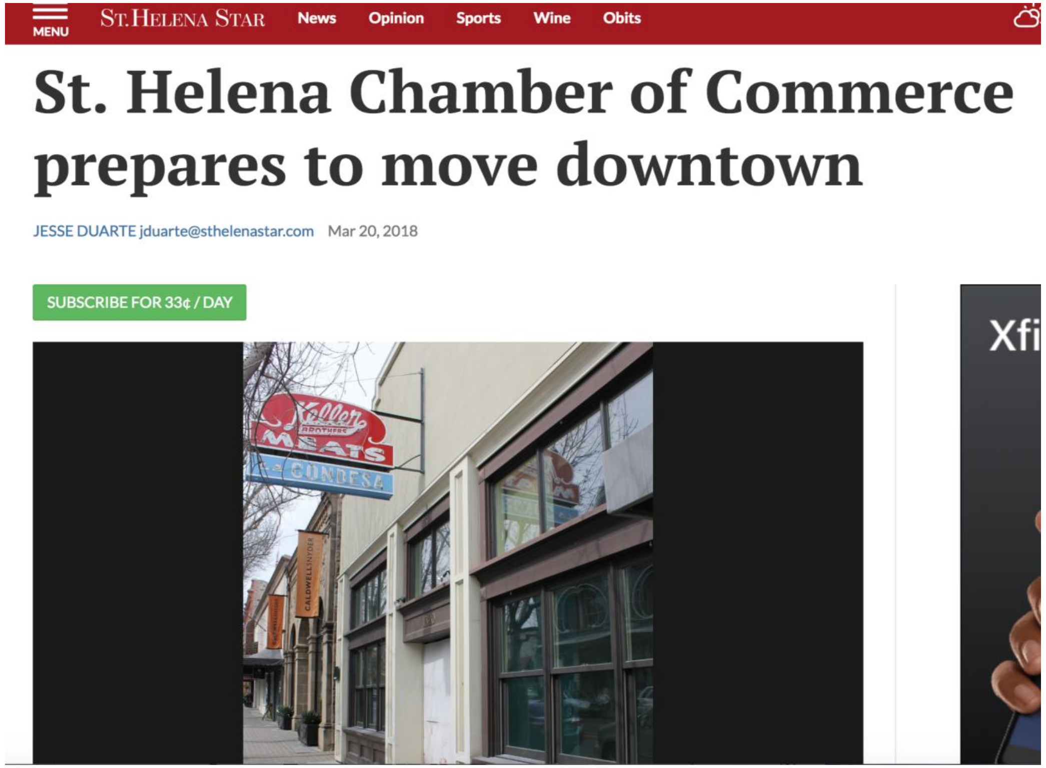
Welcome Center

- Transitioned from 657 Main Street to 1320A Main Street
- Over 13,000 visitors served
- Over 11,000 maps distributed
    - *Visitors almost doubled monthly, since moving*
- Open 7 days a week | Year-round
- Public Restrooms now available
- Visitors have increased since moving to the heart of Main Street.



ST. HELENA CHAMBER OF COMMERCE

Welcome Center

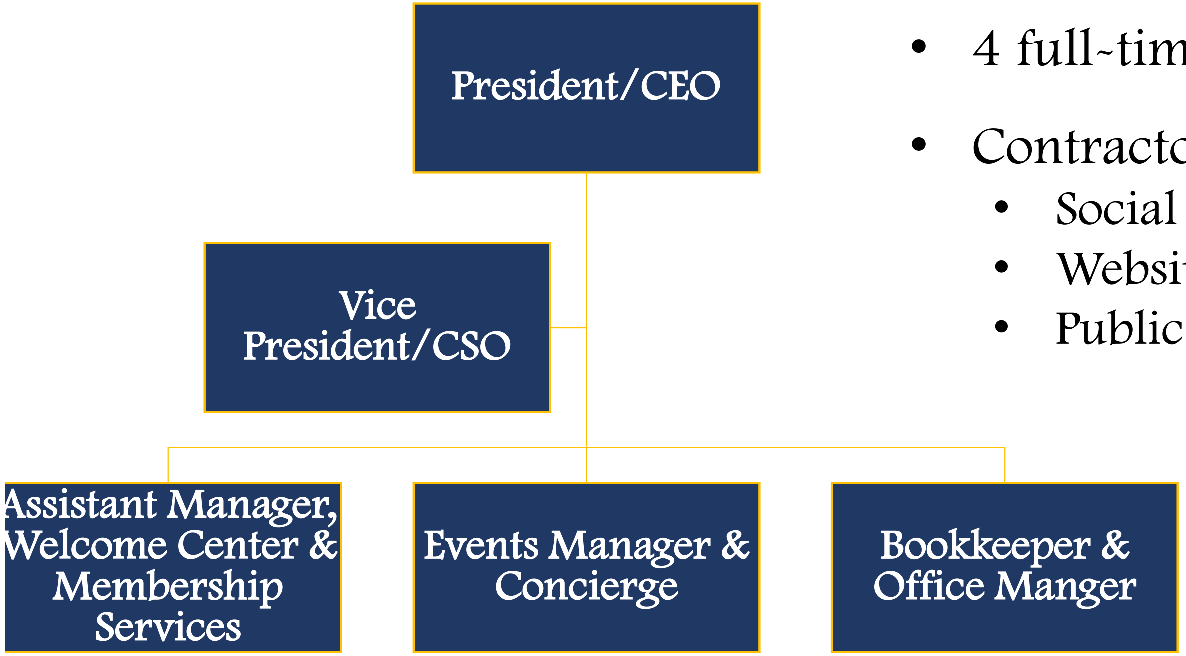

MENU ST. HELENA STAR News Opinion Sports Wine Obits

St. Helena Chamber of Commerce prepares to move downtown

JESSE DUARTE jduarte@sthelenastar.com Mar 20, 2018

SUBSCRIBE FOR 33¢ / DAY

Welcome Center Staffing



- 4 full-time employees
- Contractors
  - Social Media Management
  - Website/Analytics Management
  - Public Relations

Telling the St. Helena Story

#MyStHelena

Destination Marketing Report

Fiscal Year 2017-2018

ST. HELENA
CHAMBER OF COMMERCE

[redacted]

Digital Video Marketing

- St. Helena After the Fires Video
- 27,000 views in the first week
- Over 456,000 views in the first two weeks

This is a prime example of how we are going to make strides in telling and share the St. Helena story.

StHelena.com

Fiscal year to date, website visitation is up 20 percent to 97,434 sessions (an average of 9743/month)

Users	New Users	Sessions	Number of Sessions per User	Pageviews
19.82%	18.79%	20.88%	0.88%	7.65%
78,853 vs 65,807	77,498 vs 65,237	97,434 vs 80,602	1.24 vs 1.22	190,134 vs 176,617

April visitation was up 10 percent over last year

Users	New Users	Sessions	Number of Sessions per User	Pageviews
12.80%	11.77%	10.23%	-2.28%	-2.43%
7,453 vs 6,607	7,091 vs 6,344	8,438 vs 7,655	1.13 vs 1.16	16,217 vs 16,621

- 26% Booking rate for Hotels through sthelena.com
- Monthly calendar promoting member and local events
- 36 Blogs featuring local business and community events

Media Coverage

MENU ST. HELENA STAR News Opinion Sports Wine Obits 64° SUBSCRIBE

BREAKING White House: Melania Trump hospitalized after surgery to treat kidney condition

Social media superstar gathers with foodies in St. Helena

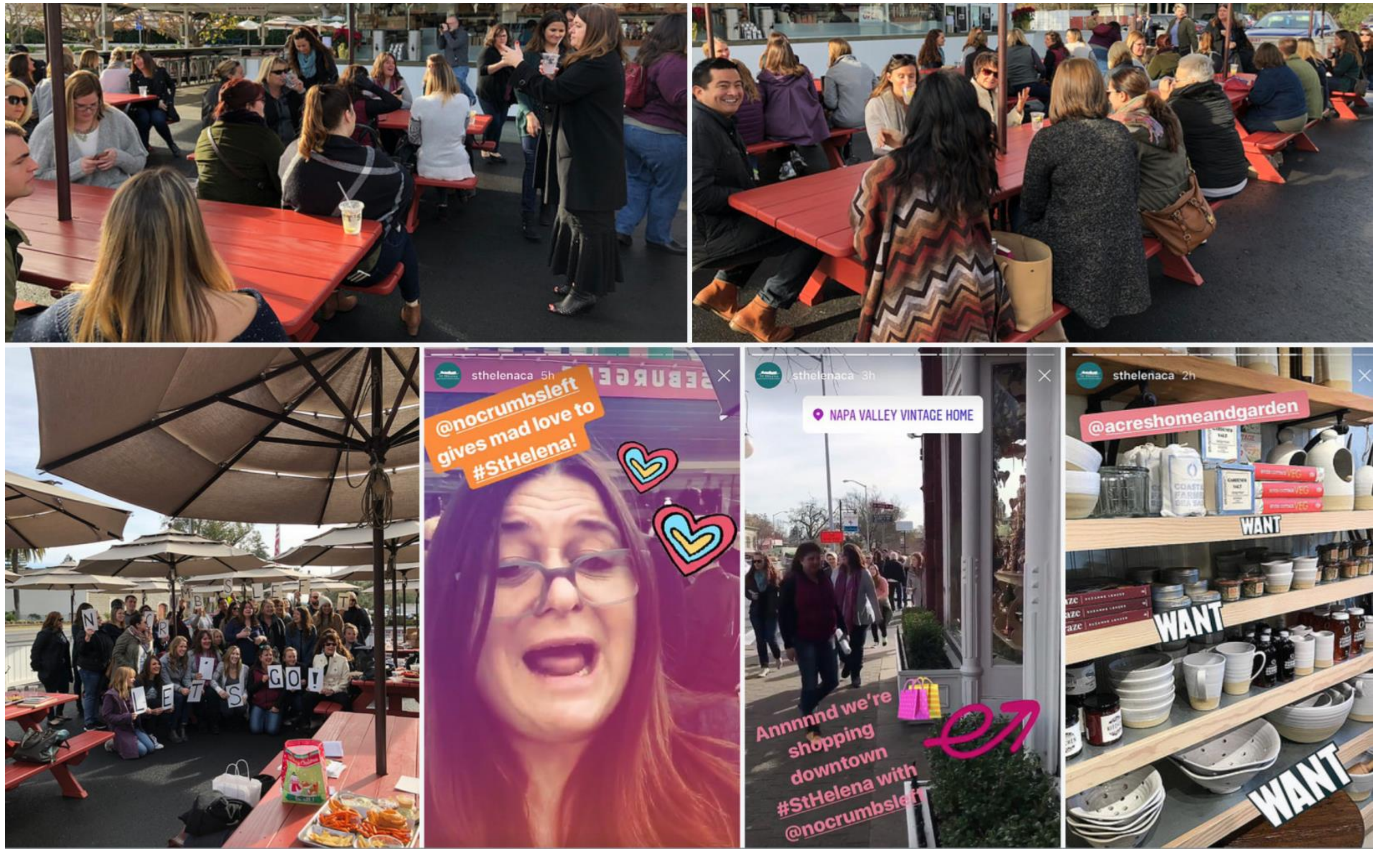
TOM STOCKWELL tstockwell@sthelenastar.com Jan 2, 2018

SUBSCRIBE FOR 33¢ / DAY

MOST POPULAR

1 Napa teenagers charged with attempted murder for Browns Valley shooting

Media Coverage



ST. HELENA
CHAMBER OF COMMERCE

"I would say that you could relay to the council that it brought a great group of people who were enthusiastic about food and wine to the town and created a lot of excitement and buzz. Terri's boomerang video got an incredible number of views and received a lot of comments. All things that are nothing but positive as far as destination marketing goes! I loved that it was something different and outside the box."

~ Ann Pepi
Brand Manager
Gott's Roadside

Media Coverage

Your guide to living in the Greater Sacrame

COMMUNITY GUIDES LOCAL EVENTS HOME INSPIRATIO

DECEMBER 19, 2017

10 of the Most Picturesque Tiny Towns in Northern California [Interactive Map]

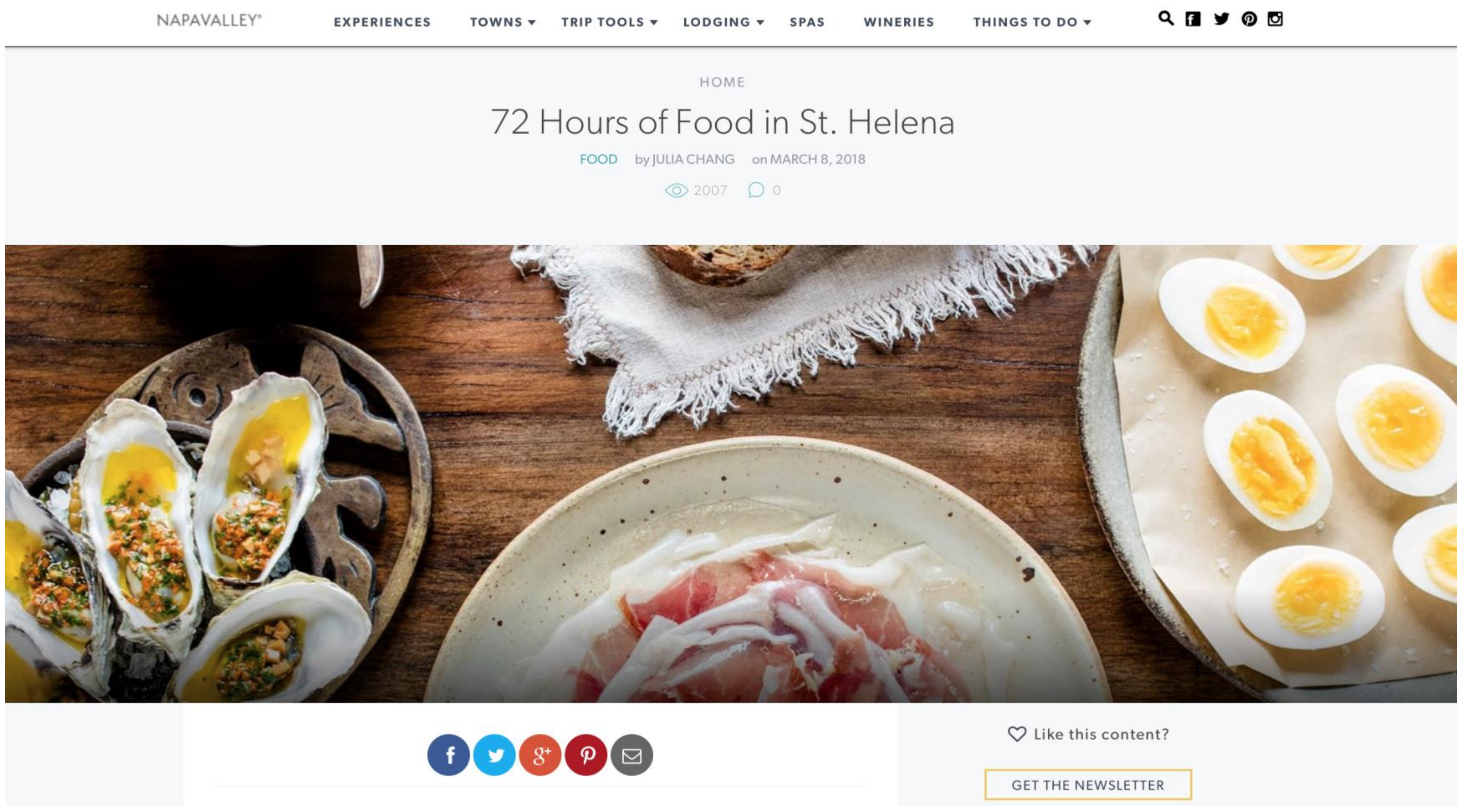
St. Helena

POPULATION: 6,154

Photo Courtesy of the ***St. Helena Chamber of Commerce***

St. Helena is the perfect home base for those visiting the many wineries throughout Napa Valley. This picturesque town is often regarded as Napa Valley's Main Street. St. Helena's architectural wonders house a collection of boutiques, galleries and dining establishments featuring some of the best wines in the world. The area is known for its hiking and biking options as well, making this an ideal destination for outdoor enthusiasts in addition to the many visiting wine connoisseurs.

Media Coverage



Media Coverage

- Magazine and Media features on the following:

@foodandwine

@sunsetmag

@travelandleisure

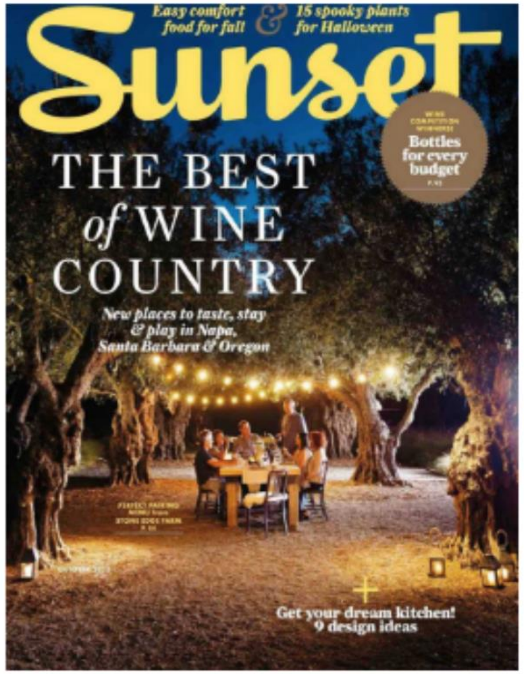
@luxuryworldtraveler

@bayarea_buzz

@travelgram

@latravelmagazine

@cntraveler



Media Coverage

36 PIECES OF COVERAGE:	67.7M ONLINE READERSHIP:	281K ESTIMATED COVERAGE VIEWS:
37.7K SOCIAL SHARES:	2 LINKS FROM COVERAGE:	66 AVERAGE DOMAIN AUTHORITY:

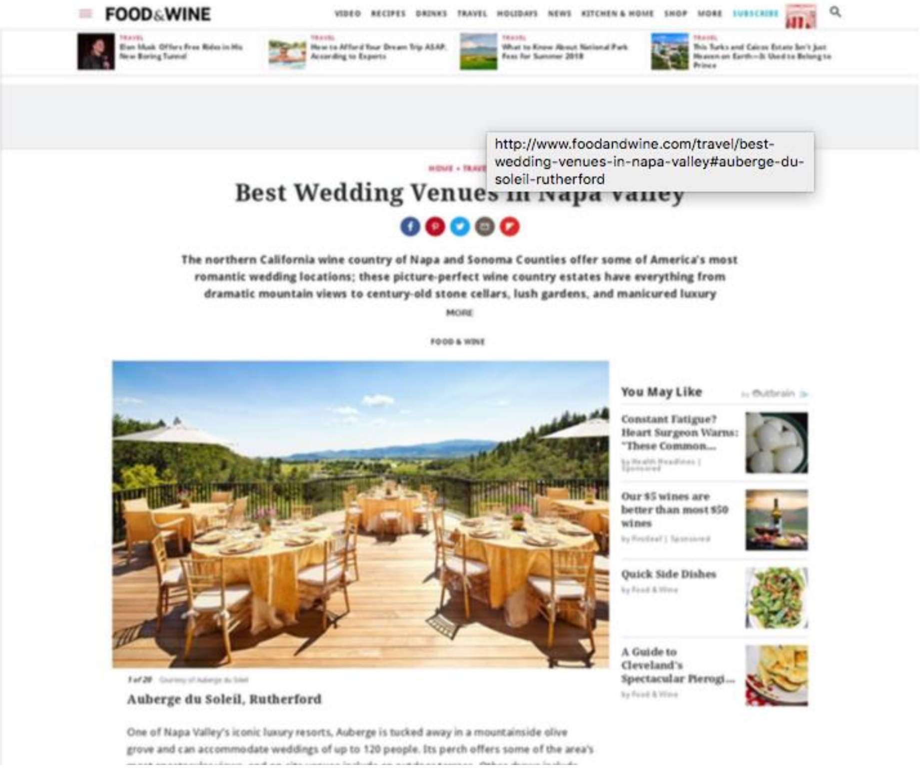
Media Coverage

East Bay Times

JAN 17 2017

(EST.) MONTHLY VISITS:	1.27M
(EST.) COVERAGE VIEWS:	3.42K
DOMAIN AUTHORITY:	81

Media Coverage



Food & Wine

FEB 21 2017

(IMAGE 1 OF 8)

(EST.) MONTHLY VISITS:	6.51M
(EST.) COVERAGE VIEWS:	15.7K
DOMAIN AUTHORITY:	83

7

Media Coverage

Evening Standard.

News Comment Football GO London Lifestyle Showbiz Homes & Property ES Magazine

Lifestyle › Travel

St Helena: the Napa Valley town infatuated with food and wine

California's wine heartland is making the most of its local produce, says Laura Chubb

LAURA CHUBB | Friday 21 April 2017 16:30 | 0 comments

The Cliff Family Winery in St Helena

ES Lifestyle Newsletter

Enter your email address

or register with your social account

Continue

You don't have to be a wine snob to fall for St Helena in Napa Valley. You just need to be the sort of person who finds joy in a whole town of people infatuated with food and drink. Fetishising

MOST POPULAR

Young woman 'sprayed with acid on bus in Brixton'

Thugs 'hurled acid' at 'screaming' victims in Dalston

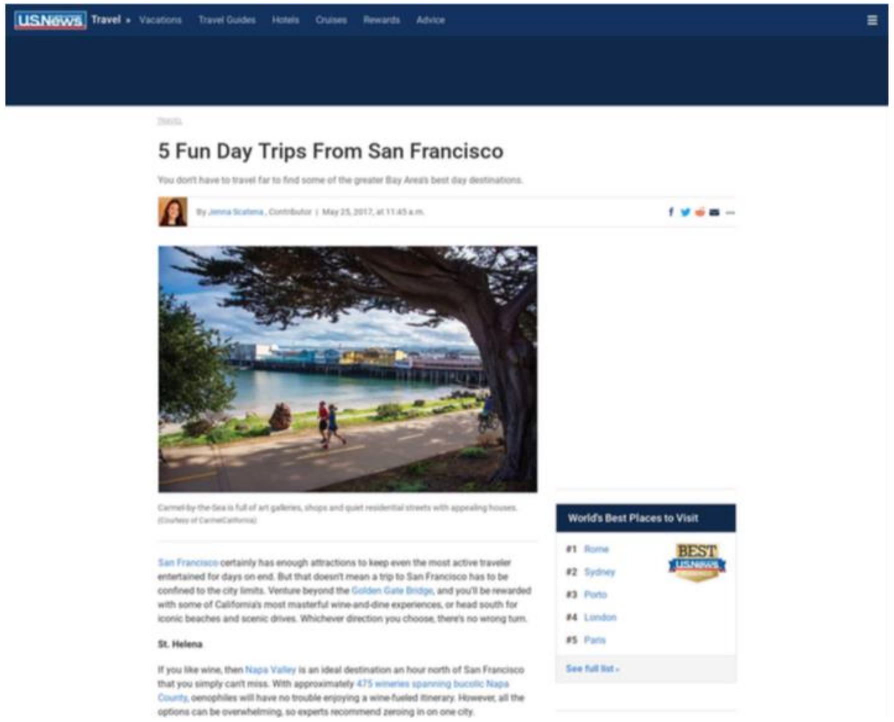
Two teens stabbed and man shot in spate of Bank Holiday violence

Evening Standard

APR 21 2017

(EST.) MONTHLY VISITS:	21.3M
(EST.) COVERAGE VIEWS:	36.5K
DOMAIN AUTHORITY:	88
LINKS FROM COVERAGE:	1

Media Coverage



US News Travel Vacations Travel Guides Hotels Cruises Rewards Advice

5 Fun Day Trips From San Francisco

You don't have to travel far to find some of the greater Bay Area's best day destinations.

By Jenna Scatena, Contributor | May 25, 2017, at 11:45 a.m.

Carmel-by-the-Sea is full of art galleries, shops and quiet residential streets with appealing houses. (Courtesy of CarmelCalifornia)

San Francisco certainly has enough attractions to keep even the most active traveler entertained for days on end. But that doesn't mean a trip to San Francisco has to be confined to the city limits. Venture beyond the Golden Gate Bridge, and you'll be rewarded with some of California's most masterful wine-and-dine experiences, or head south for iconic beaches and scenic drives. Whichever direction you choose, there's no wrong turn.

St. Helena

If you like wine, then Napa Valley is an ideal destination an hour north of San Francisco that you simply can't miss. With approximately 475 wineries spanning bucolic Napa County, oenophiles will have no trouble enjoying a wine-fueled itinerary. However, all the options can be overwhelming, so experts recommend zeroing in on one city.

World's Best Places to Visit

#1 Rome
#2 Sydney
#3 Porto
#4 London
#5 Paris

See full list »

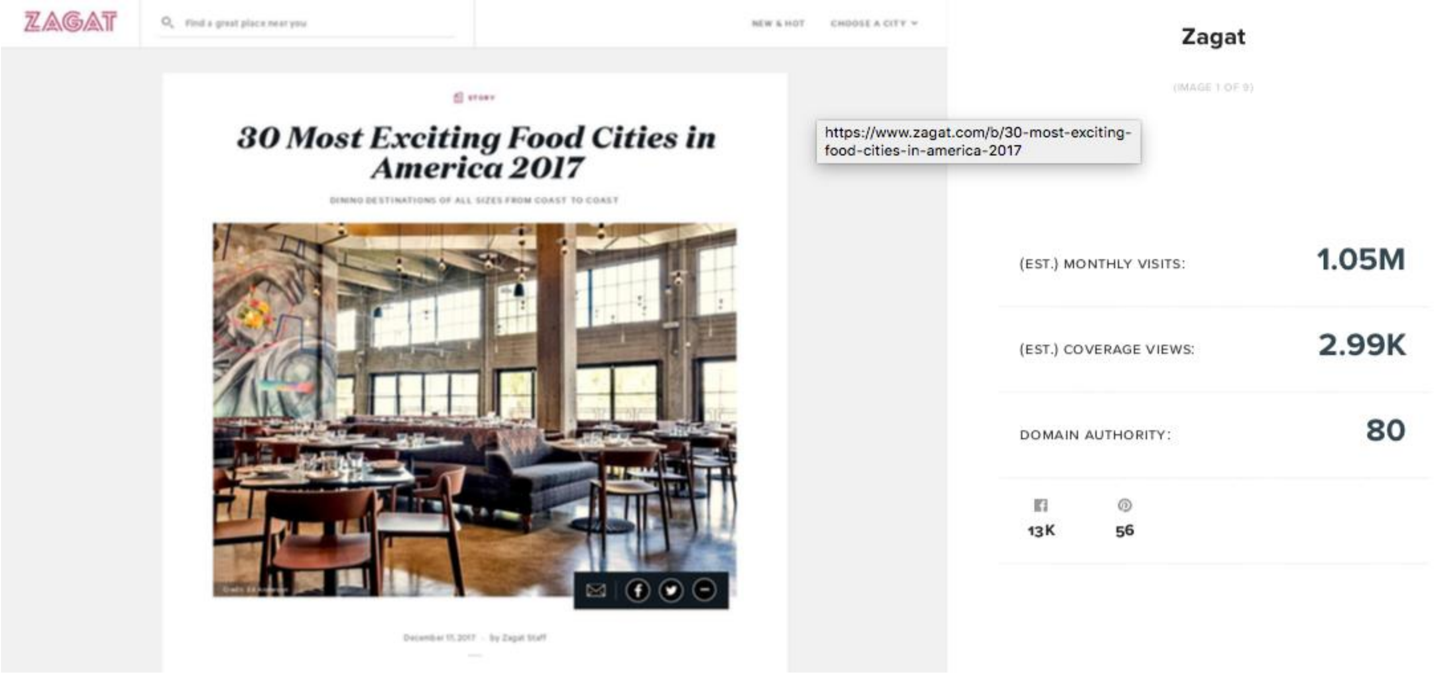
US News

May 25 2017

(EST.) MONTHLY VISITS:	4.29M
(EST.) COVERAGE VIEWS:	5.56K
DOMAIN AUTHORITY:	91

1

Media Coverage



Social Media Coverage

- Facebook up 21%
- Instagram up 31%
- Twitter up 14%
- Pinterest up 18%

Social Media continues to be key in growing our audience and telling the St. Helena Story.

Little Book of Big Experiences

- Sold more than 750 LBE books
- 16 Bloggers
- With a social media reach of over 2.4 million views
- Tourist Company Partnerships
- Digital Ads/Public Relations
- Blogger Advertising
- Social Media Advertising

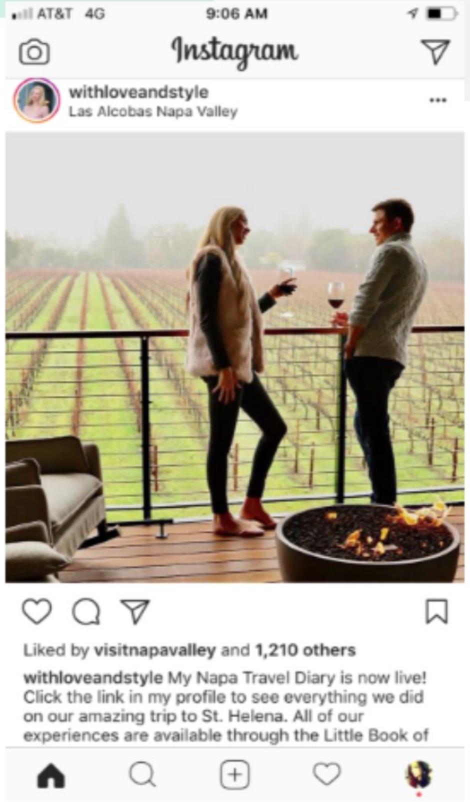
Little Book of Big Experiences

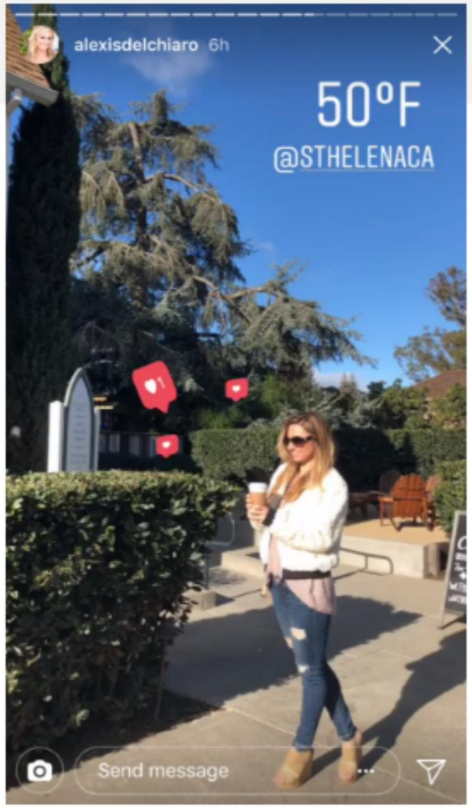
Destination Marketing Report

Fiscal Year 2017-2018

ST. HELENA
CHAMBER OF COMMERCE

Little Book of Big Experiences





Little Book of Big Experiences

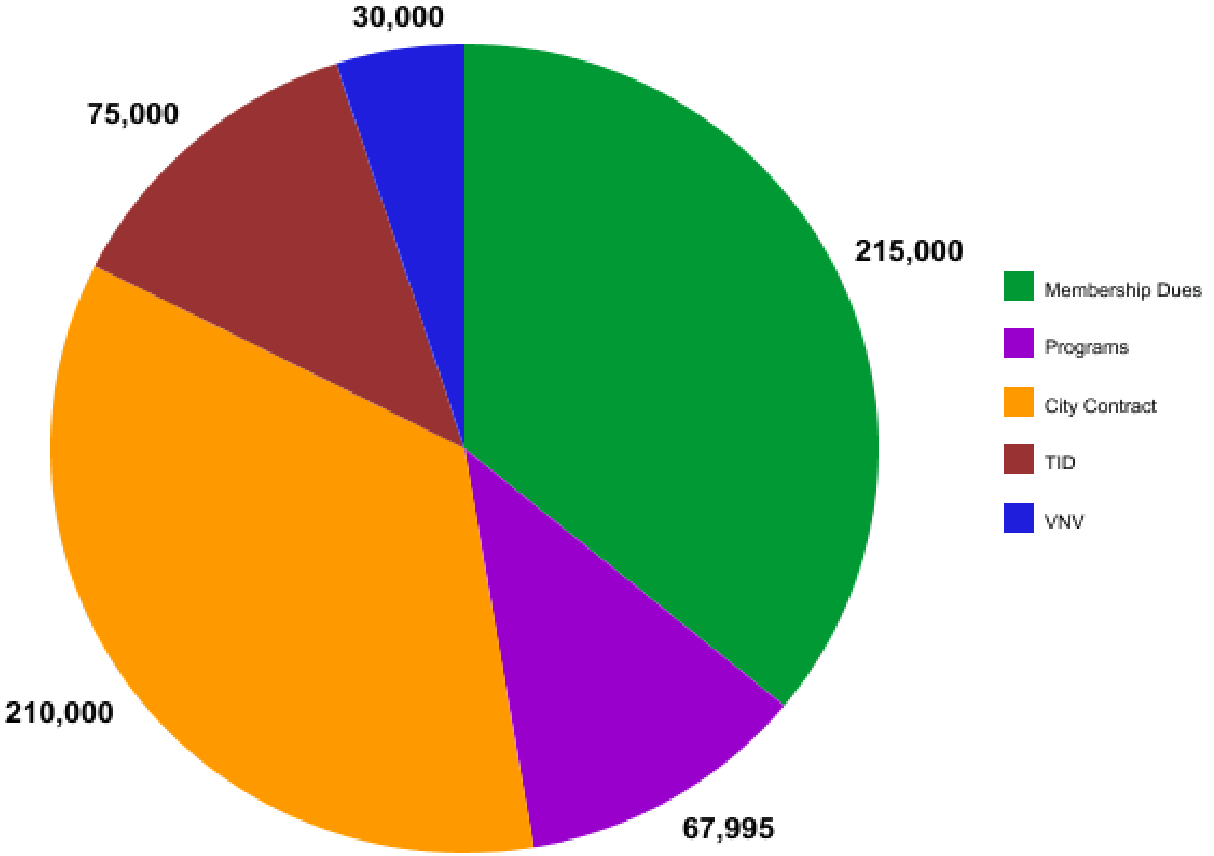
Influencer Social Posts
#neverleaving

Liked by **bontraveler**, **finduslost** and **7,982 others**

tourdelust The best wines are the ones we drink next to the fire pit watching the sunset over Napa Valley at @lasalcobas @theluxurycollection 🍷 Thank you for an incredible weekend getaway with awesome wine and an amazing meal at @acaciahouse.lasalcobas 💕

Every industry blogger gets their own promo code (aka their name) that they get to shout out and share to their large followship which gives out promo codes (for hotels, restaurants and other businesses) that followers can redeem at a landing-page website to drive up sales and traffic to the website. We can measure the ROI for each promo code and focus on the 80/20 rule.

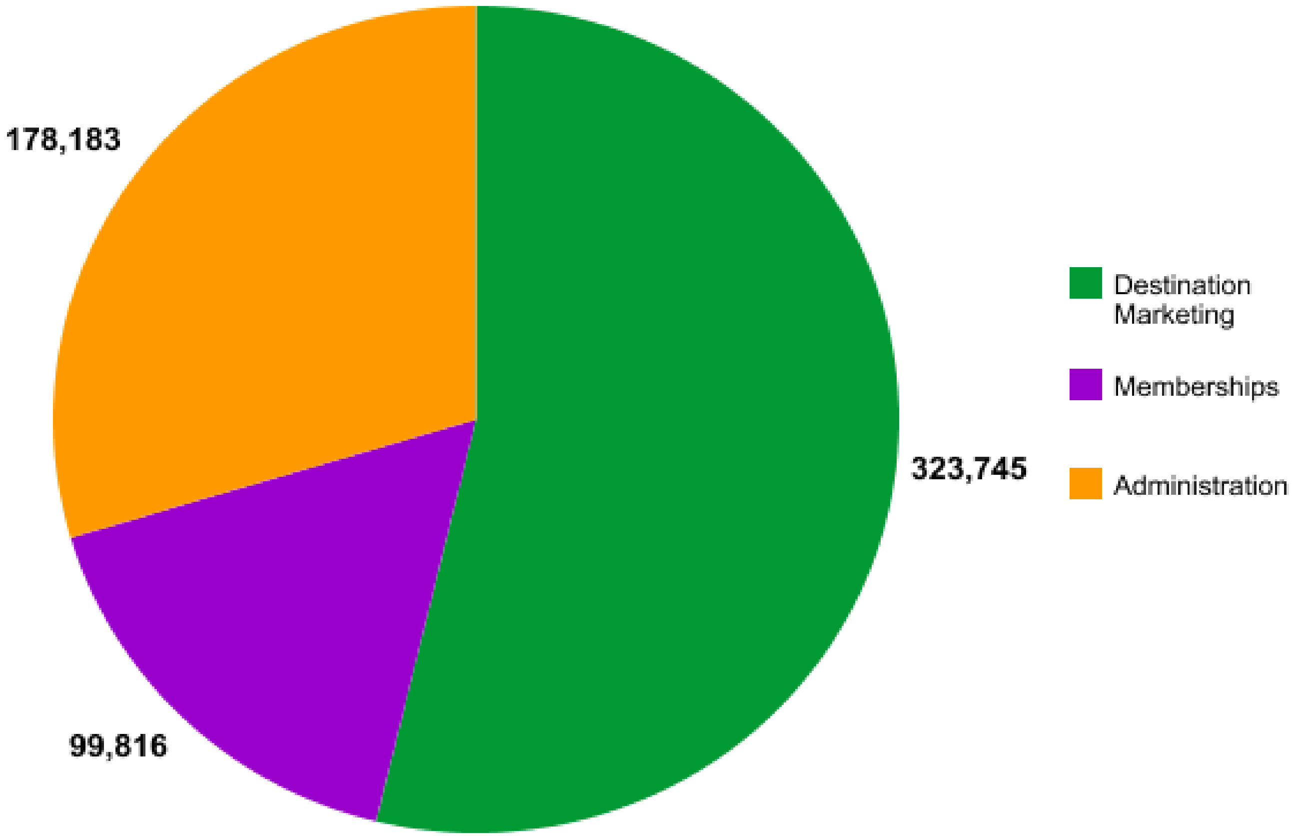
Chamber Budget 2017~2018 ~ Revenue



Destination Marketing Report
Fiscal Year 2017~2018

ST. HELENA
CHAMBER OF COMMERCE

Chamber Budget 2017~2018 ~ Expenses



Destination Marketing 2017~2018

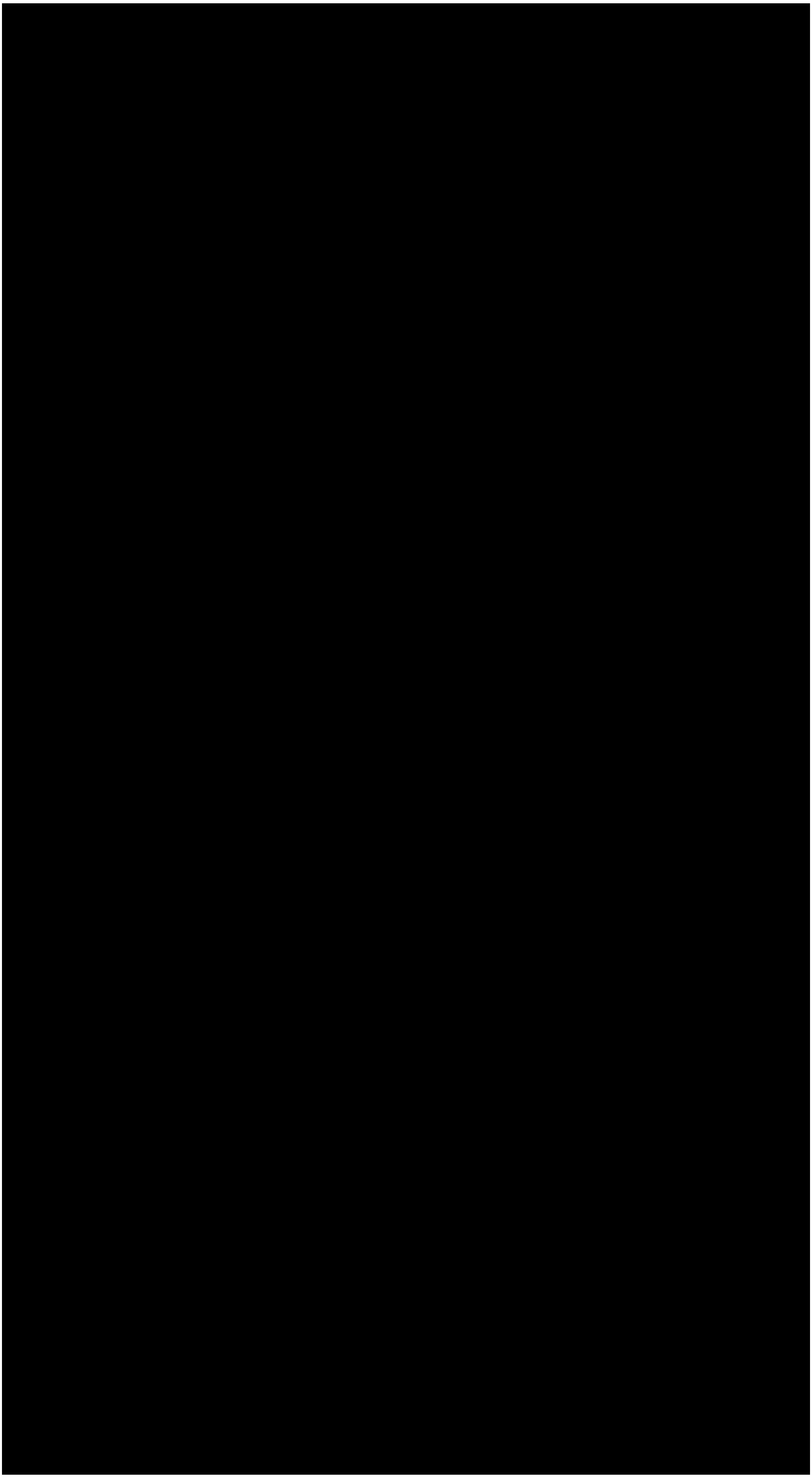
Revenue	
City of St. Helena	$210,000
STHTID	$75,000
Visit Napa Valley	$30,000
Chamber	$44,272
Total	**$359,272**

Destination Marketing 2017~2018

Expenses	
Brand Positioning & Digital Advertising	$18,871
Website	$15,097
LBE Campaign	$55,410
Social Media	$27,200
PR & Media	$15,821
Welcome Center	$191,045
Administration	$146,271
Community Events	$37,547
Total	**$360,991**

Community Events 2017-2018

Community Events	Budget
Earth Day	$1,371
Harvest Festival	$2,577
Fireworks	$1,500
Holidays	$6,316
After Fires City Promotion	$2,651
Celebrate St. Helena	$15,215
Summer Concert Series	$6,638
Sidewalk Sale	$1,278
Total	**$37,547**



Destination Marketing Report

Fiscal Year 2017-2018

ST. HELENA
CHAMBER OF COMMERCE

Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **New Business**

Subject: **Consideration and Proposed Approval of a Resolution Rescinding Resolution 2013-26 Rules of Procedure for the Conduct of Council Meetings, Rescinding Resolution 2011-18 City Council Standards of Conduct, and Re-establishing Rules of Procedure for the Conduct of Council Meetings and Re-establishing City Council Standards of Conduct**

CEQA Determination: **Not a CEQA project**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND
On November 14, 2017, the City Council reviewed five broad three-year organizational goals and associated 12-month strategic objectives to accomplish the goals developed at a facilitated public workshop on October 4, 2018.

At the meeting of November 14, 2017, the City Council directed the City Manager to work with Mayor Galbraith and Council Member Dohring to review and update the City Council's Protocols and Rules of Conduct. The working group also included City Clerk Cindy Tzafopoulos.

DISCUSSION
The working group met on a few occasions to review and update the City Council Rules of Procedure and Standards of Conduct. The updated document incorporates City Council's direction and current practices and is recommended for approval by the working group.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

The working group and Staff recommend reviewing and adopting the resolution rescinding resolution 2013-26 and resolution 2011-18 and amending City Council Rules of Procedure for the Conduct of Council meetings and amending City Council Standards of Conduct.

ATTACHMENTS

2018 Rules of Procedure and Conduct

CITY OF ST. HELENA

RESOLUTION NO. 2018-

RESCINDING RESOLUTION NO. 2013-26 ADOPTING RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS, RESCINDING RESOLUTION 2011-18 APPROVING CITY COUNCIL STANDARDS OF CONDUCT, AND RE-ESTABLISHING RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS AND RE-ESTABLISHING CITY COUNCIL STANDARDS OF CONDUCT

RECITALS

A. WHEREAS, City Council Rules of Procedure for the Conduct of Council Meetings are established to provide an effective environment for the City Council to provide leadership; and

B. WHEREAS, City Council Standards of Conduct are established to provide guidance to Council Members to assist in fully understanding the role and scope of the responsibilities of office; and

C. WHEREAS, City Council reviews City Council Rules of Procedure for the Conduct of Council Meetings and reviews City Council Standards of Conduct and revise as deemed necessary.

RESOLUTION

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

1. Resolution No. 2013-26 Adopting Rules of Procedure for the Conduct of Council Meetings is hereby rescinded; and
2. Resolution No. 2011-18 Adopting City Council Standards of Conduct is hereby rescinded; and
3. City Council Rules of Procedure and Standards of Conduct are adopted and hereby made part of this resolution. Attached hereby as Exhibit A.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith: ______
Vice Mayor White: ______
Councilmember Dohring: ______
Councilmember Koberstein: ______
Councilmember Ellsworth: ______

APPROVED:	ATTEST:
________________________	________________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

Exhibit A - City Council Rules of Procedure and Standards of Conduct

Exhibit A

CITY COUNCIL

RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

&

STANDARDS OF CONDUCT

TABLE OF CONTENTS

1. PURPOSE

The purpose for establishing City Council Protocols is to provide an effective environment for the City Council to provide leadership. The protocols may be amended by resolution adopted by a majority vote of the Council Members and should be reviewed on a regular basis to ensure that the document remains helpful to the Council by providing a framework for effective leadership.

The protocols set forth herein are not intended to limit the inherent power and general legal authority of the City Council. Any of the protocols herein may be waived by a majority vote of the Council Members when it is deemed that there is good cause to do so based upon the particular facts and circumstances.

1.1 Council-Manager Form of Government

The City of St. Helena operates according to the Council-Manager form of government which vests authority in an elected City Council which, in turn, hires an appointed executive, the City Manager. The City Council is composed of five members elected from the City on a nonpartisan basis to serve overlapping four-year terms. The Mayor is elected at-large to serve a two-year term as presiding officer at City Council meetings and as the official head of the City for legislative and ceremonial purposes. The City Manager is appointed by the City Council and serves at the pleasure of that body.

The City Council is the City's legislative and policy-making body. Acting as a whole, the City Council is responsible for setting the direction of City policy and for adopting ordinances, resolutions and other orders as necessary for governing the City. The City Manager is responsible for the overall administration of the City, which includes implementation of the general policies set by the City Council in addition to the day-to-day operation of all City functions. The City Manager, with the help of the Staff, provides the City Council with the information needed to fulfill its policy-making role.

The Council-Manager form of government separates legislative and executive responsibilities in a manner similar to state and federal governments. This system provides "checks and balances" of both policy and administrative branches of government by limiting the power of each.

1.2 City Council Vision and Mission Statement

Vision Statement

The City of St. Helena will strive to be economically sustainable, and continue to be a family-friendly, diverse and safe community which prudently manages its financial and human resources, continues to upkeep and improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and embraces and retains its historic, small-town character, beautiful natural environment and high quality of life.

Mission Statement

The City of St. Helena is dedicated to serving the needs and desires of our citizens by:

- Maintaining and improving our short and long-term economic sustainability
- Offering excellent professional services to all customers
- Establishing, improving and maintaining City infrastructure
- Maintaining and encouraging an environmentally sustainable community
- Preserving and embracing the historic, small-town, rural character of St Helena
- Expanding and improving recreational services and facilities and cultural opportunities
- Encouraging a wide range of innovative, well-designed housing available for residents of all ages and income levels
- Facilitating full civic participation and ongoing communication
- Strengthening partnerships with the private, non-profit and public sectors

(See Resolution Number 2016-47, dated April 12, 2016.)

2. RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

2.1 Regular Meeting

The Council shall hold a Regular Meeting on the second and fourth Tuesday of each month, except that the Council may by motion at a Regular Meeting and with adequate public notice, either cancel that meeting or reschedule it to some other date.

Regular Meetings shall be held at the Vintage Hall Board Room, 465 Main Street, St. Helena, and shall begin at 6:00 p.m. If it is necessary to hold a closed session prior to the start of a Regular Meeting, the closed session may begin earlier than the normal starting time to allow the Regular Meeting to begin at 6:00 p.m. The closed session shall begin in an open meeting and the Council shall adjourn to closed session.

2.2 Special, Emergency, and Adjourned Meetings

(a) **Special Meetings**. The Mayor or the Vice Mayor in the Mayor's absence or a majority of the members of the Council may at any time call a Special Meeting. At least twenty-four hours before a Special Meeting, written notice of the meeting stating its time and place and the subjects to be considered shall be (a) delivered to the Mayor and each Councilmember personally or by any other means; (b) posted on the Council's principal bulletin board and place of meeting; and (c) emailed to the agenda subscribers. Only those items of business specified in the notice may be considered at a Special Meeting called in this manner.

(b) **Emergency Meeting.** The Council may hold an Emergency Meeting in emergency situations as set forth in the City's Municipal Code and State Law.

(c) **Adjourned Meeting**. A properly called Regular, Special, or Emergency Meeting may be adjourned to a time and place specified. A copy of the notice of adjournment shall be posted as specified on the door of the place where the meeting was held within twenty-four hours after the time of the adjournment. Further notice need not be given of an adjourned session of a properly called Regular, Special, or Emergency Meeting.

2.3 Regular Meeting Agenda

(a) **Setting and Posting of Agenda.** The agenda of business to come before the Council at a Regular Meeting shall normally be closed at the end of eighteen business days preceding the meeting. Under State Law the agenda for a Regular Meeting must be posted at least seventy-two (72) hours prior to the scheduled convening of the Regular Meeting, and no items may be added to the agenda fewer than seventy-two (72) hours prior to the meeting except as may be allowed by State Law. The City Council endeavors to publish the meeting agenda at least ten days prior to the meeting.

(b) **Placing Items on the Council Agenda.** Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Any Council Member may request that an item be considered on a future agenda during that portion of the City Council meeting and, upon agreement by a second Council Member concurring that Staff time and City resources should be expended on the item, the item shall be placed on the soonest practical regularly scheduled Council meeting as determined by the City Manager. A member of the public may request that an item be placed on a future agenda during Public Forum or through other communication with a Council Member. Staff reports may not be prepared on Council Member requested items until Council discussion has occurred and direction provided by the Council unless Staff otherwise determines. If Council action is contemplated, proposed action shall be included in the Staff report. The City Manager may also add any item of business to a future agenda in his or her sole discretion.

(c) **Agenda Packet Distribution.** Each Councilmember shall be furnished a copy of the agenda and the package of agenda material by

5:00 p.m., on the Friday eleven days preceding a Regular Meeting, and the agenda and agenda materials shall be available for public inspection and distribution or copying at that time. Each Councilmember may opt out from receiving a paper agenda and instead receive and review the agenda electronically on a City issued iPad. Any agenda materials not included in the agenda package by 5:00 p.m., that Friday shall be separately identified, and the Council may by majority vote continue such agenda item until the following meeting to allow for proper study of the materials.

(d) **Order of Agenda.** The business of the Council shall be taken up for consideration in substantially the following order except as may be otherwise ordered:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Forum
5. Reports by Staff and City Council, Future Agenda Items and AB 1234 Reports
6. Presentations and Public Recognitions
7. Staff Briefing
8. Consent Items and Items Removed from Consent
9. Public Hearings
10. New Business
11. Items likely to be placed on the next or future meeting agenda.
12. Adjournment

(e) A copy of the agenda and the package of agenda materials shall be made available for public inspection at City Hall and at the St. Helena Public Library at or near the time they are circulated to the City Council.

2.4 Public Testimony and Comments Before the Council

(a) **Addressing the Council Generally.** Each person addressing the Council may give his or her name and address (optional) in an audible tone of voice for the record. Each person's comments are limited to four minutes except as provided in section (b) regarding land use Public Hearings. In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group. Speakers may not concede their allotted time to another speaker. The Mayor may extend time for the speaker.

(b) **Addressing Council at Land Use Public Hearings.** An applicant appellant at a land use Public Hearing shall be permitted to address the Council for 15 minutes following the Staff report. If there is a spokesperson for the opposition, the spokesperson shall be permitted to speak for 15 minutes. All other speakers are limited to four minutes each. Applicant shall first be permitted five minutes at close of public comments for rebuttal. If the applicant is the appellee the appellant shall have 15 minutes, the applicant appellee shall have 15 minutes, the appellant five minutes, and the applicant appellee five minutes.

(c) **Presentation by Spokesperson.** Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Council, and, in case additional matters are to be presented at the time by any other member of the group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetition before the Council.

(d) **Irrelevant Testimony.** The Mayor shall rule out of order any testimony not relevant to the agenda item then under discussion.

(e) **Protocol.** The purpose of public testimony is for Councilmembers to benefit from the views of the public. Comments from the public should be directed towards the Council. Councilmembers and Staff should avoid entering into a dialogue with members of the public who may address the Council. Questions raised by members of the public may be referred to Staff.

(f) **Public Comment on Agendized Items.** Members of the public are entitled to speak on any item on the agenda during a Public Hearing on the subject matter opened by the Mayor. Each person is entitled to speak on any agenda item only once at any meeting, and the right to speak at the appropriate time waives any further right to address the Council on that item at that meeting. Participation in debate on any item before the Council shall be limited to members of the Council, although Councilmembers may ask members of the public for additional information.

(g) **Public Comment on Non-Agendized Items.** Members of the public are entitled to speak on matters of municipal concern not on the agenda, during consideration of that portion of the meeting agenda entitled “Public Forum” when that item is called by the Mayor. Each person is entitled to speak on non-agendized items 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 may take place unless and until the matter properly appears on the agenda.

2.5 Roll Call and Voice Votes

A roll call vote shall be taken on the approval of the Consent Calendar, the introduction of ordinances, and the adoption of ordinances, resolutions, and orders for the payment of money. Roll call votes shall be entered in the minutes of the Council showing those members voting yes, those voting no, and those abstaining or absent.

Any other motion may be passed by voice vote provided, however, that any Councilmember may request a roll call vote on any items to be voted on.

2.6 Consent Items

Those items on the agenda considered routine by the City Manager shall be grouped together under "Consent Items" and the recommended actions approved by a single vote of the Council. At the request of any Councilmember or any other person, a Consent Item shall be considered separately following approval of the remaining "Consent Items." Items approved under the heading "Consent Items" will appear in the Council minutes in their proper form, as if approved item by item.

2.7 Reports

Under the agenda heading "Reports" the City Manager, other City Staff, and Councilmembers may make reports on matters not on the agenda. Also at this time, Councilmembers or Staff may identify issues or agenda items that need to be addressed by the City Attorney during the meeting, and may propose future agenda items.

2.8 Closing Time of Council Meetings

Council meetings shall adjourn by 10:00 p.m. However, the Council may by majority vote extend the meeting up to an additional thirty minutes (10:30 p.m.) if the Council deems such extension necessary. A unanimous Council vote shall be required to extend the meeting past 10:30 p.m. and adjourn by 11:00 p.m. Otherwise, the meeting shall be adjourned to another day acceptable to the Council, or unfinished business may be continued to the next regular meeting.

2.9 New Business

The Council shall not consider any resolution, motion, or matter which does not affect the conduct of the business of the City of St. Helena or its corporate powers or duties as a municipal corporation nor shall the Council consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of the State or Nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of St. Helena or its officers or employees as such.

2.10 Office of the Mayor

The Mayor shall preside at meetings of the Council, shall be entitled to vote on all matters, and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. The Mayor will recognize members that wish to speak.

The Mayor shall have the following powers:

a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;

b) To enforce the Council's rules regarding public testimony and to determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;

c) To ensure that the public has reasonable opportunity to be heard;

d) To entertain and answer questions of parliamentary law or procedure;

e) To call a brief recess at any time;

f) To adjourn in an emergency;

g) To appoint a Vice Mayor subject to Council approval who shall serve during the term of the Mayor, and becomes the Mayor Pro Tempore in the Mayor's absence.

2.11 Office of Mayor Pro Tempore

A Councilmember who serves as Mayor pro tempore shall be entitled to vote on all matters and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. In the Mayor's absence, the Mayor pro tempore shall have the Mayor's powers and duties. If the Mayor should become physically or mentally unable to perform the duties of his or her office, the other Councilmembers may by unanimous vote declare the Mayor is incapacitated and confer the Mayor's powers and duties on the Mayor pro tempore.

When the Mayor declares that he or she is no longer incapacitated, and a majority of the Council concurs, the Mayor shall resume the exercise of his or her powers and duties. If both the Mayor and the Mayor pro tempore are absent from a meeting, the Council may elect from among its members a temporary chair to preside at the meeting.

2.12 Action by the Council

Action by the Council shall be by motions made and voted upon. A motion shall require a second. The Mayor and any other Councilmember may make or second a motion. A substantive motion is out of order while another substantive motion is pending.

2.13 Adoption by Majority Vote

A motion shall be adopted by a majority of the votes cast, a quorum being present, unless otherwise required by these rules or the laws of California. Resolutions, orders for the payment of money, and all ordinances require at least three votes for passage.

2.14 Discussion

The City Council shall address an agenda item as follow:

(a) Staff shall introduce the agenda item and present the Staff report.

(b) City Council shall ask questions of Staff.

(c) The Mayor will invite public comment on the item.

(d) Having received all public testimony, the Council will deliberate on the matter.

(e) If appropriate, the Mayor will entertain a motion, including any motion proposed by the Mayor.

(f) If a motion has received a second, the Mayor shall state the motion and if any Council Member wishes for the discussion, open for additional Council discussion.

(g) The Mayor shall preside over the discussion according to the following general principles:

1. The maker of the motion is entitled to speak first;
2. A person who has not spoken on the issue shall be recognized before someone who has already spoken;
3. To the extent possible, the discussion shall alternate between opponents and proponents of the measure.

2.15 Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

2.16 Procedural Motions

(a) In addition to substantive proposals, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption.

(b) To Adjourn. The motion may be made only at the conclusion of action of a pending substantive matter; it cannot interrupt deliberation of a pending matter.

(c) To Take a Brief Recess.

(d) Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

(e) To Suspend the Rules. The motion requires for adoption a vote of a majority of the quorum of the Council. The Council may not suspend provisions of the rules that are state requirements imposed by law on the Council.

(f) To Divide a Complex Motion and Consider It by Paragraph.

(g) To Call the Previous Question. The motion is not in order until every member has had an opportunity to speak once.

(h) To Continue an Item to a Future Meeting Certain.

(i) To Refer to Staff for Action.

(j) To Amend. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if the amended motion has the same effect as rejection of the original motion. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last amendment is disposed of by a vote.

(k) To Reconsider. The motion must be made by a member who voted with the prevailing side, and only at the meeting during which the original vote was taken, including any continuation of that meeting through adjournment to a time and place certain, or at the next Regular Meeting unless intervening actions taken based on the original action make such reconsideration impracticable. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

(l) To Rescind or Repeal a Previous Action. A motion to rescind or repeal a previous action is not in order if the rescission or repeal is forbidden by law or made inappropriate by virtue of actions taken in accordance with the previous action.

(m) To call for a Straw Vote. The Mayor, at the Mayor's discretion, may call for a Straw Vote among members on any item prior to inviting public testimony or Council comment.

2.17 Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before a vote, with or without the consent of any "seconder" of the motion. However, any other Councilmember may ask to be considered the introducer of the motion and, if again seconded, debate may continue without further interruption.

2.18 Duty to Vote

Every member must vote on every item unless prevented from doing so by virtue of an actual or potential conflict of interest under applicable State Law. Any member who believes he or she has a conflict or potential conflict of interest must announce such at the initiation of discussion or when such conflict or potential conflict becomes apparent, and shall refrain from any part in the debate, deliberations, or voting on that issue, except as allowed by State Law.

2.19 Introduction and Passage of Ordinance

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the Council. The Mayor shall read the title of the ordinance, after which a roll call vote shall be taken to introduce the ordinance. The City Clerk shall then read the ordinance in its entirety unless such reading is waived by a separate motion adopted by unanimous vote of the Councilmembers present. An ordinance, other than an urgency, may not be passed within five days of its introduction or alteration. Corrections of typographical or clerical errors are not alterations.

2.20 Closed Sessions

(a) The Council may hold closed sessions only as provided for by law and according to the provisions herein.

(b) As part of any regular or special City Council meeting as appropriate, the City Council, the City Attorney, and relevant Staff may discuss and agree upon the need for any future closed sessions, including the legal authority for the closed session and the nature of the matter to be discussed, in adequate detail to meaningfully inform the public while maintaining required confidentiality and any applicable attorney-client privilege. Where the City Manager and City Attorney agree that the nature of a matter requires consideration in closed session, the requirement for prior open session discussion shall not apply.

(c) The City Council agenda for any regular or special Council meeting shall include general information about closed sessions as follows:

The City Council will convene in open session at the stated time, but will then adjourn to address any closed sessions items listed on the agenda. The public is invited to address the Council with comment on any listed closed session item immediately prior to Council's adjournment into closed session or consistent with any other provisions permitting public comment. The Council will reconvene in Public Session at 6:00 p.m. or at the first Council meeting following any closed session. At that time, if appropriate and as required under the Brown Act, any actions taken during the preceding closed session will be announced by the City Attorney or Mayor. If necessary, the Council may reconvene in closed session to continue discussion of listed items following the completion of open session business.

(d) The City Council agenda for any regular or special Council meeting at which the Council will adjourn to closed session shall provide notice of that closed session as provided for under the Brown Act and shall include a narrative description of the legal authority for the closed session and the nature of the matter to be discussed in adequate detail to inform the public while maintaining required confidentiality or any applicable attorney-client privilege. Reporting out of closed session shall be consistent with the requirements of Brown Act, and may be of greater detail than required when the disclosure of such detail is not inconsistent with maintaining required confidentiality and any applicable attorney-client privilege.

2.21 Quorum

A majority of the actual membership of the Council, including the Mayor but excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

2.22 Telephonic Attendance Of Council Members At Council Meetings

(a) The City Council Procedures provisions concerning Telephonic Attendance shall apply to all Boards and Commissions as well as the City Council. Requests by Council Members to attend a Council meeting via telephonic appearance are actively discouraged. Telephonic attendance shall only be permitted in the event of extraordinary events such as a medical, family or similar emergency requiring a Council Member's absence. In addition, at least a quorum of the Council must participate from a location within the City (Government Code Section 54953(b)(3)).

(b) If these two threshold requirements are met, the Council Member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.

2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

3. The teleconference technology used is open and fully accessible to all members of the public, including those with disabilities.

4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council from the remote location that they would if they were present in Council Chambers.

5. The teleconference location must not require an admission fee or any payment for attendance.

6. If the Council Member determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting via teleconference.

(c) Approved Teleconference Guidelines for Council Members:

1. One-week advance written notice must be given by the Council Member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. Cellular telephones shall not be used to participate in teleconferenced meetings.

2. The Council Member is responsible for posting the Council agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by faxing or mailing the agenda to whatever address or fax number the Council Member requests; however, it is the Council Member's responsibility to ensure that the agenda arrives and is posted. If the Council Member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the one-week advance written notice above.

3. The Council Member must ensure that the location will be publicly accessible while the meeting is in progress.

4. The Council Member must state at the beginning of the Council meeting that the 72-hour posting requirement was met at the location and that the location is publicly accessible. The Council Member also must describe the location. Furthermore, the City Clerk will provide Council with a quarterly report detailing the telephone charges associated with teleconferenced meetings.

2.23 Public Hearings

Public Hearings shall be scheduled and notice published without any action required by the City Council, excepting that the Council may, if it so desires, scheduled a Public Hearing on an item of interest for a date certain. In order to accommodate members of the public responding to a noticed Public Hearing, such Hearings will, to the extent practicable, begin at 6:00 p.m. At the time designated for the Public Hearing, or soon after as is practicable, the Mayor shall direct the attention of the Council Members to the Staff report and Staff may respond to questions from Council members, after which the Mayor shall formally open the Public Hearing and members of the public shall be allowed to speak in accordance with the rules set forth elsewhere in these Rules of Procedure. When the allotted time expires, or when no one wishes to speak who has not done so, the Mayor shall declare the hearing closed.

Following the close of the Public Hearing, the Council may discuss or take action on the matter in accordance with these rules. The Mayor may in his or her discretion allow questions and/or comments from the public after close of Public Hearing.

2.24 Appointments to Committees and Boards

The City Clerk posts a Notice of Vacancy in the City designated posting locations, the City's website and sends a Media Release to the St. Helena Star advertising vacancies to Commissions, Committees and Boards.

Applicants must submit a completed application to the City Clerk and shall be interviewed by the Council at a special meeting prior to a regular meeting. Applicants are requested to list references on their applications and individual Council Members may contact those references as part of the interview process. Council Members contacting references should disclose this information during the appointment process.

Council reviews applicants for appointments to Commissions, Committees and Boards based on interviews and qualifications. Council shall rank all applicants from highest to lowest and appoint by ballot process. Mayor shall nominate applicants and appointments are subject to approval by the majority of Council.

Depending on the qualifications of the applicants and the needs of the City, there may be times when the City Council does not appoint an applicant who has applied. If an applicant is not appointed, the City Clerk will automatically readvertise for the vacant position(s) to seek additional applicants.

2.25 Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

All procedural matters not otherwise provided for in or controlled by state law or by any ordinance, resolution, rule or regulation of the City shall be governed by Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century (attached as Exhibit). However, no ordinance, resolution, or other action of the Council shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Council to observe or follow such rules. Certain procedures relating to motions, agenda item discussion, debate, and courtesies contained in *Rosenberg's Rules of Order:* Simple Parliamentary Procedures for the 21st Century are incorporated into this document, except to the extent they are modified by this Protocol document.

3. CITY COUNCIL STANDARDS OF CONDUCT

3.1 Policy Purpose

The St. Helena City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of St. Helena's City government.

3.2 Ethics

The citizens and businesses of St. Helena are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

(a) **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of St. Helena and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.

(b) **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of St. Helena in the performance of their public duties.

(c) **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the Staff or public.

(d) **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.

(e) **Conduct at Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.

(f) **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

(g) **Communication.** Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

(h) **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

(i) **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

(j) **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City Staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

(l) **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any

Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(m) **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of St. Helena, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.

(n) **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of St. Helena City government as outlined in the St. Helena City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City Staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City Staff; nor shall they impair the ability of Staff to implement Council policy decisions.

(o) **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.

(p) **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to Staff.

3.3 Code of Ethics and Conduct

The Code of Ethics and Conduct are designed to describe the manner in which elected and appointed officials should treat one another, City Staff, constituents, and others they come into contact with while representing the City of St. Helena.

(a) Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

1. *Honor the role of the chair in maintaining order*
   It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

2. *Practice civility and decorum in discussions and debate*
   Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

3. *Avoid personal comments that could offend other members*
   If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

4. *Demonstrate effective problem-solving approaches*
   Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(b) Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. *Be welcoming to speakers and treat them with care and gentleness.*
    a. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

2. *Be fair and equitable in allocating public hearing time to individual speakers.*
    a. The chair will determine and announce limits on speakers at the start of the public hearing process.

3. *Practice active listening*
    a. It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

4. *Maintain an open mind*
    a. Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

5. *Ask for clarification, but avoid debate and argument with the public*
    a. Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

(c) Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City Staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. *Treat all Staff as professionals*

a. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Staff is not acceptable.

2. *Do not disrupt City Staff from their jobs*
    a. Elected and appointed officials should not disrupt City Staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City Staff meetings unless requested by Staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate Staff, and hampers Staff's ability to do their job objectively.

3. *Never publicly criticize an individual employee*
    a. Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about Staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding Staff to the City Manager or the Mayor.

4. *Do not get involved in administrative functions*
    a. Elected and appointed officials acting in their individual capacity must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

5. *Do not solicit political support from Staff*
    a. Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City Staff. City Staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

6. *No Attorney-Client Relationship*
    a. Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her Staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City

Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

(d) Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. *Respect Role of Liaison to City's Boards, Committees and Commissions*

   Several of the City's Boards, Committees and Commissions have a Council Member who serves as its Council liaison. The City Council will collectively review and approve liaison appointments annually. Council Members serving as liaisons should act as an advisor and resource to committee/board/commission members and the committee/board/commission's Staff liaison when issues regarding process, procedure, attendance, interpersonal or public relations arise.

2. *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*

   The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers (whether or not they are serving as liaisons), nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with Staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

3. *Be respectful of diverse opinions*

   A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and

Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

4. *Keep political support away from public forums*

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

3.4 Sanctions

(a) Acknowledgement of Code of Ethics and Conduct

Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) Ethics Training for Local Officials

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) *Behavior and Conduct*

The St. Helena Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the St. Helena City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of St. Helena and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members:
Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 3-600(B) of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

3.5 Implementation

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.
For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

Example:

I affirm that I have read and understand the City of St. Helena Code of Ethics and Conduct for Elected and Appointed Officials.

______________________________ ____________________
Signature Date

Exhibit

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

LEAGUE OF CALIFORNIA CITIES

MISSION:

To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION:

To be recognized and respected as the leading advocate for the common interests of California cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

About *Western City* Magazine

Western City is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit www.westerncity.com.

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

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1400 K Street, Sacramento, CA 95814
(916) 658-8200
Fax (916) 658-8240
www.cacities.org

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

> There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body, a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move …" A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."

> Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. **The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would "move a substitute motion." A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

> The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

> It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

> Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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Report to the City Council
Council Meeting of May 22, 2018

Agenda Section: **New Business**

Subject: **Council discussion and consideration of placing an increase in the transient occupancy tax (TOT) on the November 2018 ballot, including but not limited to the one percent (1%) increase sought under discussion by a two person subcommittee of the Napa County Board of Supervisors, and other options and amounts as deemed appropriate by the City Council.**

CEQA Determination: **Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.**

Prepared By: Noah Housh, Planning & Community Improvement Director

Reviewed By: Noah Housh, Planning & Community Improvement Director

Approved By: Noah Housh, Planning & Community Improvement Director

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BACKGROUND
On May 8, 2018, Visit Napa Valley (VNV) presented a conceptual ballot measure considering placement of a one percent (1%) increase in the transient occupancy tax (TOT) to be placed on the November 2018, ballot. This increase is intended to be a "special tax" (requiring a 2/3 majority), with the proceeds dedicated specifically to housing projects and programs. In making this presentation, VNV requested the St Helena City Council designate a council member to discuss this concept with VNV and other Napa county local governments. Mayor Galbraith and Council Member Koberstein agreed to be the delegates to discuss this issue.

DISCUSSION
To discuss information received since the VNV presentation, Mayor Galbraith and Council Member Koberstein have requested a Council discussion item regarding a

potential TOT increase specific for housing projects and programs be placed on this agenda.

FISCAL IMPACT

The fiscal impacts of any such increase are dependent on the specific measure that is placed on the November ballot, and the resources required to do so. Specific costs will be identified and discussed in future meetings. Past assumptions have indicated a one percent (1%) TOT increase could generate approximately $250,000 in proceeds for St Helena.

RECOMMENDED ACTION

It is recommended that the City Council discuss placing an increase in the transient occupancy tax (TOT) on the November 2018 ballot.

ATTACHMENTS

County TOT Measure Concept Info

Report to the City Council
Council Meeting of May 8, 2018

Agenda Section: **New Business**

Subject: **Introduction of Conceptual Countywide Workforce Housing Funding Mechanism**

CEQA Determination: **Not a CEQA project**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Over the past year, Visit Napa Valley (VNV) has been exploring potential funding mechanisms to address challenges related to workforce housing. The region's lodging industry has participated in these conversations given they employ a significant portion of the workforce and desire to be part of a solution to the housing affordability challenge.

DISCUSSION

Based on outreach to lodging representatives, industry partners, local government officials and affordable housing advocates, VNV is recommending Napa County local governments work collectively to consider placement of a 1% transient occupancy tax (hotel tax), paid for by visitors, on the November 2018 ballot. Funds from the special tax would be designated for housing projects and programs serving the region's workforce. If all jurisdictions participated at this level, VNV estimates approximately $5 million would be generated annually for these projects.

To facilitate development of the ballot measure, VNV is requesting each Napa county local government designate an elected official and staff member to participate in dicussions related to ordinance language and how funds would be used. A summary of the timeline associated with placement of the measure on the November 2018 ballot is attached along with additional background on the issue.

FISCAL IMPACT

The amount of funding available via a 1% countywide transient occupancy tax depends on the measure's methodology, but would likely exceed $250,000 annually for housing projects/programs within the City of St. Helena.

RECOMMENDED ACTION

Discuss and consider designating a Council Member to participate in discussions with VNV and other Napa county local government representatives to return with a draft ordinance for consideration.

ATTACHMENTS

TOT Background & Rationale
Special TOT Tax for Housing_Draft Tasks and Schedule

NAPA COUNTY'S WORKFORCE

Napa County's top four workforce sectors constitute the majority of the total workforce. They are:

1) manufacturing, which is primarily wine or wine-related production, with over 12,000 workers
2) hospitality, which includes lodging, restaurants, tasting rooms, with roughly 11,700 workers
3) government and education, with close to 11,000 workers
4) health care and social services; with over 8,000 employees.

These four sectors are anticipated to add roughly 4,000 new jobs by 2022, primarily in the health care/social services and hospitality sectors. The two faster growing sectors fall on the lower end of the pay spectrum, with hospitality at $37,994 average annual pay, and health care/social assistance at $66,779 average annual pay.

DEFINING "WORKFORCE INCOME"

There is no single definition for "workforce income." The federal government provides definitions for very low (50 percent of median), low (80 percent of median) and median income, which for Napa is $91,000 for a family of four, and these income definitions guide the distribution and expenditure of federal funds for affordable housing projects and programs in Napa county. Families or individuals must meet income qualifications to be eligible for "affordable housing" as defined, and much of Napa's workforce do meet the criteria. However, there is a broad category of workers who are overqualified for "affordable housing" but don't earn enough to afford rent or a home purchase in the Napa community. Across the country, the workforce is defined as earning 120 percent of median income, which in Napa would equate to $109,200 for a family of four. It may be that in Napa and other parts of the Bay Area where land and building costs are higher than average, workforce income may be closer to 150 percent of median.

WORKFORCE HOUSING CHALLENGES

The rule of thumb is 30% of salary covers housing costs. For a family of four earning 120 percent of Napa's median, $2,730 would be the upper limit to cover rent or a mortgage payment. Based on data provided by the Gasser Foundation, rents in the City of Napa range from $1,700-$3,000 for a two-bedroom apartment built before 2003; and post 2003, from $2,500-$2,900. Of course being able to pay these rents becomes more challenging for very low-, low- and median-income households whose housing budgets would be closer to $1,100, $1,800 and $2,300 respectively. With vacancies below 2 percent in 2017, there is little inventory available to rent, and rents are not expected to soften.

Home ownership is even more challenging. With the January 2018 median sale price in the City of Napa at $655,000, a buyer would have to save $131,000 for a 20 percent down payment. A 30-year fixed loan earning 3.7 percent interest would result in a monthly mortgage payment of $2,941, and including annual property tax and insurance, monthly cost grows to roughly $3,200. While there are down payment assistance programs available, not many address the needs of the above moderate income workforce applicant.

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Many of Napa's employers are having a challenging time attracting and retaining employees, due in large part to the housing affordability and availability issues. Napa's jurisdictions have taken many positive steps toward expanding the supply of affordable housing, and new affordable units will likely free up housing stock for the workforce once they become available. But there is still much more to do. When redevelopment agencies were dissolved in 2012, the Low & Moderate Income Housing Fund lost a significant amount of annual revenue ($1-2M) to fund affordable housing.

PROPOSED FUNDING MECHANISM

Background

Over the past year, Visit Napa Valley has been exploring potential funding mechanisms for workforce housing on behalf of the lodging community. In recognition that lodging properties employ a significant portion of Napa's workforce, they understand it is important to be part of the solution to the housing availability problem. Some lodging properties are struggling to find workers which is expected to become a greater concern when additional hotels open in the future. Lodging owners and managers are working collaboratively on intern programs, job fairs, and other initiatives to try to grow its workforce from within. Workforce housing availability would be a great benefit to this critical sector of Napa's economy.

During this time, the County Board of Supervisors voted to reallocate a portion of the County's Special Projects Fund, previously designated for destination management, to workforce housing for the hospitality sector. This reallocation was supported by Visit Napa Valley as it furthers the goal to fund workforce housing. The annual revenue from this source is approximately $340,000. VNV's discussions with the County on this topic led to VNV's deeper exploration of two possible funding alternatives -- a 1% Tourism Occupancy Tax or a 1% "Workforce Housing Improvement District" self-assessment (WHID) -- for workforce housing. Conceptually, a WHID would function much like a Tourism Improvement District (described below) but the special benefit to the assessees would be workforce housing rather than destination marketing and management.

Transient Occupancy Tax

Transient occupancy tax ("TOT") is levied on the privilege of using a hotel accommodation. The tax was originally designed to compensate local governments for the increased public service costs incurred by serving visitors. TOT is generally recognized as a stable source of funds for local governments. To date, there is no statutory cap on the tax rate under the state enabling legislation, however, any new or increased TOT now requires a vote of the electorate. Revenue and Taxation Code 7280 authorizes the levying of TOT on hotels, inns, tourist homes and houses, motels or other lodging businesses unless the occupancy is more than 30 days. TOT law requires each jurisdiction to levy its own TOT.

TOT can be levied as a general tax or a special tax. A general tax is used for general fund purposes and requires approval by the majority of the electorate voting in the election. A special tax is imposed for a specific purpose and requires a 2/3 vote of the electorate voting in the election.

It happens that in all Napa County jurisdictions, TOT is currently 12% of the room bill, which is not always common.

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Tourism Improvement District
In 2010 Napa lodging properties assessed themselves an additional 2% levy through a Tourism Improvement District (TID) for five years, and in 2015 extended the TID assessment for 10 years. The TID assessment is authorized by the Streets and Highway Code and the Property and Business Improvement District laws. The TID must be approved by a simple majority of business owners who will pay more than 50% of the proposed assessments. The purpose of the assessment is to provide a special and direct benefit to the businesses paying the assessment per an approved District Management Plan. The established purpose of the TID in Napa County is tourism and destination marketing.

The combined TOT and TID assessment result in a 14% levy on the bill of a guest staying in lodging accommodations.

TOT Versus WHID for Workforce Housing
VNV researched both the TOT and WHID option as potential mechanisms to fund workforce housing. A WHID would be formed and operated under the same laws and regulations as a TID. The law restricts the use of funds to be for the direct benefit of those businesses paying the assessment as defined in the approved District Management Plan. The law identifies eligible expenditures and while construction and capital improvements are included (the provided examples are sidewalks, benches and street lighting), capital items must relate to the location of the business' facilities. The law makes no mention of housing or the ability to provide a benefit to the employees of the businesses paying the assessment.

Further, fair housing law adds a complicating factor to utilizing a TID structure to fund workforce housing. TID law requires a direct benefit to those businesses paying the assessment. Housing law (and use of matching housing funds) does not allow preferences related to industry or place of employment. TID funding would not generate enough revenue to complete a housing development and staff would be limited in seeking matching funds subject to housing law.
It is likely that in order to pursue a WHID, a legislative change through the State process would be necessary. The soonest a change could be presented for consideration by the State would be in January 2019 and if supported, implementation could not be expected to begin until 2020.
While public funds cannot be restricted to a category of workers generally speaking, there is a greater opportunity to use TOT funds to seek housing opportunities for Napa County's collective workforce of which the lodging industry will be one beneficiary.
Regardless of the mechanism -- a 1% TOT special tax or a 1% TID – the resulting levy on the lodging guest bill would be 15%, and the amount of funds generated would be roughly $5 million annually if all jurisdictions participate. Napa Valley must remain competitive with other destinations, and while the leisure guest may not think twice about paying an additional percent, mid-week group business can be impacted because meeting planners seek competitive rates. Based on discussions with several local lodging operators, and by comparing total levies with other destinations competing with Napa for business throughout the country, a 1% levy seems reasonable and supportable by the industry and Visit Napa Valley (VNV).

VNV Proposal

Taking all of the factors above into account, and upon extensive outreach with lodging partners, local government officials, industry partners, and affordable housing advocates, Visit Napa Valley is recommending the jurisdictions in Napa County work collectively to place a consolidated measure on the November 2018 ballot for a 1 percent TOT in the form of a special tax that is designated for housing projects and programs that serve Napa's workforce. If all jurisdictions participate at this level, approximately $5 million annually would be generated to fund critical housing needs. The jurisdictions would work together on a cooperative agreement that would provide the details for how the funds are collected, banked, and disbursed for expenditure. To make the November 2018 ballot, the jurisdictions would have to move quickly to prepare the language for the ballot and adopt authorizing ordinances. A draft process and schedule for this effort is provided as Attachment ___.

Assuming the governing bodies direct staff to move forward and return with an ordinance for Council consideration at a future meeting (June 2018), VNV will coordinate with staff and the County to ensure the process goes smoothly and resources are available to assist. Further, VNV will undertake a public education campaign as part of the overall effort, pending approval of its board.

VNV would like to invite each jurisdiction to designate an elected official and staff member to be the point people going forward. Those individuals will be invited to attend a kick-off meeting on Wednesday, May 23rd, 12:30-2:30 pm. At this meeting we will discuss the ordinance language and fine tune some of the details, such as ensuring there is an agreed-upon definition of "workforce housing," how or whether ancillary programs like employee transportation solutions could be included as an eligible expenditure of the funds, inclusion of a modest amount for the jurisdictions' cost recovery for collecting the tax, ordinance effectiveness date, and so forth.

In addition, VNV will offer to facilitate a Blue Ribbon Committee comprised of city, town and county staff as well as local industry experts to generate a recommended expenditure plan or guidelines for the jurisdictions to utilize when they prepare a cooperative agreement.

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1% TOT SPECIAL TAX MEASURE FOR WORKFORCE & AFFORDABLE HOUSING

November 2018 Ballot -- Draft Process and Schedule

Task 1. Determine Political Support: Jurisdictions (with assistance from Visit Napa Valley as needed)

- Determine support for participation in consolidated ballot measure	April-May
o One-on-one meetings with Councilmembers	
o Informational presentations at Councils meetings; seek direction to move forward with a ballot measure	May
o Continued outreach to lodging properties	

Task 2. Legislative Actions: Jurisdictions

- Draft ordinance language, prep staff reports, noticing	May
- Introduce ordinances	June, first meeting
- Second readings and adoption	June, second meeting*
- County BOS adoption of ordinance	July (3 meetings)**
- Submit ballot language to registrar	August 9
- Establish "2x2x2" Committee to guide tasks below	TBD

*No later than June 30
**No later than July 31

Public Education Campaign: Visit Napa Valley

- Retain political advisor to help with public education campaign	June
- Coordinate and implement campaign	July-November

Special Tax Expenditure Guidelines/Recommendations: Visit Napa Valley, Facilitator

- Convene Blue Ribbon Committee	August-November
o Local governments staff (Lark Ferrell, Molly Rattigan, etc.)	<u>(Start sooner???)</u>
o Housing non-profits reps (Larry Florin, Cass Walker)	
o Workforce Alliance	
o Lodging housing subcommittee	
o Others?	
o 2x2x2 Committee for guidance	

Interjurisdictional Agreement Based on Recommendations: Jurisdictions November-February

(assumes TOT will start flowing in March with 3-month lag)

Prepared by Visit Napa Valley