



**AMENDED 06-21-19**  
**City of St. Helena**  
**Regular City Council Meeting**  
**Tuesday, June 25, 2019 @ 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 four minutes.**

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Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL  
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members:  
Anna Chouteau, David Knudsen and Mary Koberstein

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 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members 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.

4.1. [Public Comment.We Care](#)

9 - 13

5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:  
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members 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. Oath of Office - Sergeant Steve Peterson
- 6.2. Volunteers In Police Services Academy Class #2 Graduation:  
Christopher Bearman  
Ixell Jimenez  
Kristian Jimenez  
Alan Solana  
David Williams  
Linda Williams

- 6.3. Elder Abuse Proclamation  
[Proclamation](#)

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- 6.4. NEW ITEM- JUNE 20, 2019 17 - 18  
Countywide Commitment to Address Climate Change  
[Proclamation](#)
- 6.5. PG&E Fulton-Calistoga 60kV Power Line Reconductoring Project Update
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 a resolution appointing applicants to the Active Transportation & Sustainability Committee, Parks and Recreation Commission, and Library Board of Trustees and consider leaving the recruitment open for the unfilled terms of office until filled. 19 - 45
- CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaferopoulos, City Clerk  
Recommendation:  
Staff recommends adopting a resolution appointing the following applicants:
- Active Transportation Sustainability Committee
- Appoint Pam Smithers and Jeff Farmer to regular terms expiring June 30, 2021.
- Library Board of Trustees
- Appoint Terry Wood, David Slaby and Lin Weber to terms expiring June 30, 2021.
- Parks & Recreation Committee
- Appoint Matthew Demchuk and Rebekah Weeman to terms expiring June 30, 2021.
- [Staff Report - Pdf](#)
- 8.2. UPDATED 6/25/19 47 - 56  
Consideration and proposed approval of a Resolution accepting the certification of the vote for the June 4, 2019 St. Helena Special Municipal Election and authorize a budget increase to 101-4210-2214 Election Expense for ~~\$30,000~~ \$38,325.01
- CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaferopoulos, City Clerk  
Recommendation:  
Adopt the resolution accepting the certification of Measure F and authorize a budget increase to 101-4210-2214 Election Expense in an amount not to exceed ~~\$30,000~~ \$38,325.01.  
[Staff Report - Pdf](#)



- 8.3. Consideration and proposed approval of a resolution authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedule for member of the Police Officers Association (POA) reflecting the following increases: 2.5% for dispatcher, 2.5% for dispatch supervisor, 5% for police officer, and 10% for sergeant effective July 1, 2019. 57 - 61

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Authorize and approve the salary increase for the POA effective July 1, 2019; and authorize and approve publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5.

[Staff Report](#)

- 8.4. Consideration and proposed approval of a resolution approving the FY 2019-20 Springbrook (An Accela Company) service agreement for financial software services for \$29,335 and a contingency up to \$5,000 for additional services, if needed, for a total not-to-exceed amount of \$34,335 for FY 2019-20 and authorizing the City Manager to execute the agreement and any contingency agreements up to \$34,335. 63 - 70

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council approve a resolution approving the FY 2019-20 Springbrook (An Accela Company) service agreement for financial software services for \$29,335 and a contingency up to \$5,000 for additional services, if needed, for a total not-to-exceed amount of \$34,335 for FY 2019-20 and authorizing the City Manager to execute the agreement and any contingency agreements up to \$34,335.

[Staff Report - Pdf](#)

- 8.5. Consideration and proposed approval of a resolution approving a one-year agreement with MarinIT to provide Information Technology services for an amount of \$82,500; provide systems upgrades and replacement, cloud backup services and software licenses for an additional amount of \$60,325, and a contingency of \$8,250 for unanticipated services or repairs for a total contract amount to MarinIT not to exceed of \$151,075. 71 - 94

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Staff recommends City Council approve a resolution approving a one-year agreement with MarinIT to provide Information Technology services for a total not-to-exceed cost of \$151,075.

[Staff Report - Pdf](#)

- 8.6. Consideration and proposed approval of a resolution approving the 95 - 110

MOU between the City of Saint Helena and Napa Special Investigations Bureau (NSIB) which: provides Enforcement, Intelligence, and Education to the City of Saint Helena, the Saint Helena Police Department, and the community; investigates illegal use, sales and manufacturing of drugs, human trafficking, sex registrants, and prohibited persons possessing firearms; and shares Asset Forfeiture money.

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley

Recommendation:

Recommend Council Approval

[Staff Report - Pdf](#)

- 8.7. Consideration and proposed approval of a Resolution approving Memorandum of Understandings (MOU) between the St. Helena School District and the City of St. Helena to provide services for an After-School Enrichment Program for the St. Helena Primary and St. Helena Elementary Schools for the period August 1, 2018 – June 30, 2019, and August 1, 2019 - June 30, 2020; total compensation to the City of St. Helena for all services is not-to-exceed \$30,000. 111 - 118

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

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

[Staff Report](#)

- 8.8. Updated 6-21-19 119 - 127  
Consideration and adoption of a Resolution: (1) Awarding the Year 1 Pavement Restoration Project, Capital Improvement Project R19-79 to Argonaut Constructors in the amount of \$773,380.27; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; and (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount.

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Edrees Argand, Junior Assistant Engineer

Recommendation:

Adopt a Resolution awarding the Year 1 Pavement Restoration Project, Capital Improvement Project R19-79 to Argonaut Constructors in the amount of \$773,380.27; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; and (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount.

[Staff Report - Pdf](#)

- 8.9. Updated 6-21-19 129 - 138  
Consideration and adoption of a Resolution: (1) Awarding the Hunt

Avenue Sidewalk Gap Closure Project, Capital Improvement Project R19-02 to Coastside Concrete and Construction, Inc. in the amount of \$225,500; (2) Authorizing the City Manager to execute the Construction Contract with Coastside Concrete and Construction, Inc.; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (4) Authorizing a budget increase of from \$317,000 to \$335,000 for Project R19-02; and (5) Authorizing a transfer from Measure T Revenues Fund 240 to CIP Fund 741 upon completion of Project R19-02 for an additional amount not-to-exceed \$18,000

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Adopt a Resolution: (1) Awarding the Hunt Avenue Sidewalk Gap Closure Project, Capital Improvement Project R19-02 to Coastside Concrete and Construction, Inc. in the amount of \$225,500; (2) Authorizing the City Manager to execute the Construction Contract with Coastside Concrete and Construction, Inc.; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (4) Authorizing a budget increase from \$317,000 to \$335,000 for Project R19-02; and (5) Authorizing a transfer from Measure T Revenues Fund 240 to CIP Fund 741 upon completion of Project R19-02 for an additional amount not-to-exceed \$18,000.

[Staff Report - Pdf](#)

## 9. PUBLIC HEARINGS

9.1. None

## 10. OLD BUSINESS

- 10.1. Consideration and proposed approval of a resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-075 in the amount of \$32,500 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not-to-exceed amount of \$635,600 and authorizing a budget increase of \$32,500 to design in CIP Project R18-81 with funding allocated from Fund 241, Measure T Class I Trails

139 - 150

CEQA Determination: CEQA will be completed as part of project design

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-075 in the amount of \$32,500 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not to exceed amount of \$635,600 and authorizing a budget increase of \$32,500 to design in CIP Project R18-81 with funding allocated from Fund 241, Measure T Class I Trails.

[Staff Report - Pdf](#)

11. NEW BUSINESS

- 11.1. City Council discussion of General Fund debt capacity, funding options, and revenue sources to fund various civic capital projects including, but not limited to, improvements, maintenance, and new facilities.

151 - 155

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff is seeking discussion and direction from City Council for the next steps to analyze current debt capacity, and evaluate funding options and revenue sources to fund various civic capital projects including, but not limited to, improvements, maintenance, and new facilities.

[Staff Report - Pdf](#)

[Sources and Uses M. Koberstein](#)

[Infrastructure Roadmap](#)

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

12.1.

|                                                                 |  |
|-----------------------------------------------------------------|--|
| <b><u>July City Council Meetings:</u></b>                       |  |
| <b>7/9 Cancelled</b>                                            |  |
| <b>7/23 (staff reports due 7/5)</b>                             |  |
| <b>TBD Special Mtg on Key Projects/Goals Updates Workshop</b>   |  |
| <b>TBD Special Mtg on PW Service Levels and PW Reorg</b>        |  |
| <b><i>PROCLAMATIONS AND PUBLIC RECOGNITION:</i></b>             |  |
| Mayors Against Illegal Guns Proclamation                        |  |
| Climate Action Proclamation                                     |  |
| <b><i>CONSENT:</i></b>                                          |  |
| NVTa MOU                                                        |  |
| On call MPSA                                                    |  |
| Out of state travel for the City Manager to attend a conference |  |
| Library Roof Repair                                             |  |
| Michael Baker Amendment                                         |  |
| <b><i>OLD BUSINESS:</i></b>                                     |  |
|                                                                 |  |
| <b><i>PH or NEW BUSINESS:</i></b>                               |  |
| PH - Gann limit                                                 |  |
| Qtrly Grant Report                                              |  |
| Qtrly Finance Report                                            |  |
| Mid Managers, Exec Staff and SHEA Mou's                         |  |
| Beautification Foundation Art                                   |  |
| Outside market at Lyman Park                                    |  |
| Adopt speed survey - PW                                         |  |
| <b><u>August City Council Meetings:</u></b>                     |  |
| <b>8/13 (staff reports due 7/26)</b>                            |  |
| <b>8/27 (staff reports due 8/9)</b>                             |  |

|                                                   |
|---------------------------------------------------|
| <b>CONSENT:</b>                                   |
| 8/13 Williamson Act Application – 601 Fulton Lane |
| <b>OLD BUSINESS:</b>                              |
| <b>PH or NEW BUSINESS:</b>                        |
| 8/13 PH – Vineland Vista appeal                   |

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for July 23, 2019, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on ~~June 14, 2019~~. Reposted June 21, 2019



Cindy Tzaopoulos, 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.



Tax ID: 94-2864103

1345 Charter Oak Avenue  
Saint Helena, CA 94574  
(707) 963-7044

Melissa Dobar, Executive Director  
[Melissa@wecareanimalrescue.org](mailto:Melissa@wecareanimalrescue.org)

June 25, 2019

## OVERVIEW

We Care Animal Rescue is a 501(c) 3 non-profit organization located at 1345 Charter Oak Avenue in St. Helena. We are a no-kill, free roaming, indoor/outdoor shelter and sanctuary for cats and dogs. We were founded in 1982. We provide a high level of medical care, loving support and socialization for animals, including the elderly and those with special needs. Every animal in our care is promised a forever home, whether with us in our sanctuary or through adoption. We are one of the only sanctuaries of its kind in the North Bay.



When you visit We Care, you will find cats basking in the sun, snuggled on beds, contently grooming next to a water fountain. From our homey entrance to the sunny courtyard, We Care is truly a lesson in compassion. Currently we house 178 animals at our facility: 175 cats and 3 dogs. On average we have 60 cats come into the shelter each year, and adopt out the same amount. *As the Executive Director, I'll always be quick to remind you to keep them in mind when you're looking to adopt a pet.*

We have a permit for 5 dogs at our facility. We currently have 3 dogs; two in sanctuary for behaviors that render them unadoptable, and one lovable Boxer mix named Raider looking for his new forever home. Unfortunately, until our facility is updated, we are not able to bring in more dogs.





This Executive Director began my tenure in July, 2018. On my first visit to the shelter and sanctuary last May, I fell in love with this special and unique place. I was inspired by the legacy of Susan Wren who passed away in 2017. She was one of the original founders, the heart of the organization, and Board President for many years. Susan left a loving and significant legacy, and along with many dedicated volunteers and donors- and staff, saved the lives of and provided humane care and forever homes for thousands of animals.

Animals have always been at the center of my heart and life and I prepared for this role with twenty-five years of nonprofit experience, a decade in the Executive Director's chair, and the opportunity to have worked at Humane Society Sonoma County for several years. With 7 rescued pets of my own, it was easy to fall in love with We Care. Since coming on board, I've been dedicated to learning from the staff, Board and community as we focus on the operations, facility needs, the animals' care and medical needs, and developing a strategic plan and goals for the future.

### **BUDGET OVERVIEW**

- In 2018, our budget for the year was \$615,000.
- Our current Budget for 2019 is \$689,000.
- For 2019 we have projected increases in our expenses and investments in medical care, fundraising and maintenance of the facility.
- Our Program Expenses are 79 % of budget and Administration expenses are 21 % of budget, including fundraising costs.
- Reorganizing our administration, as well as attorney costs to navigate a series of bequests have added to our administrative expenses this year and last.
- Based on the average occupancy of 200 animals in our care, it costs an average of \$2,600 annually to care for an animal. These costs include vaccinations, flea medications, food, staff and supplies, housing and medicine and medical care. (Some animal's medical costs are significantly more or less).
- Dependent on funding, \$15,000- \$20,000/ year is dedicated to providing community support via our *Community Pets in Need* program, providing food to local cat colony caretakers, spay and neuter surgery for community owned and feral cats, and medical support for community owned or feral cats.
- We are a small nonprofit that is reorganizing and re-emerging. Year to date, our fundraising revenue is just under \$200,000 which is a 150% increase over 2018.
- Our stretch goal is to raise \$445,000 in 2019 which will be a 217% increase over 2018 fundraising. We are fortunate to have bequest and investment income that makes up for gaps in fundraising that our knowledgeable, active and small Board of Directors have navigated.
- Our Financial Statements, tax form 990s and budgets are available on request.

We are 100% donor funded. We have about 1,000 annual donors. We are fortunate to have the support of many local businesses and residents. When Duncan Gott passed away, friends were asked to provide gifts to We Care in his memory. We saw such an outpouring and are thankful to the Gott family for honoring Duncan's spirit and care for animals in such a kind way.

### **OPERATIONS AND FACILITY**

A dedicated staff of thirteen Care Specialists, Shelter Technicians and a Shelter Manager provide daily compassionate care and keep the facility clean and healthy. We also have a part-time Business Manager, a HR Consultant, Bookkeeper and Tax Accountant, as well as this Executive Director.



Dr. Sally Kimsey, a.k.a. 'Sally the Valley Vet' visits weekly to provide veterinary care and treatment plans, and we also regularly visit Silverado Veterinary Hospital and Calistoga Pet Clinic. Many of our cats are older with a variety of health issues. A free roaming shelter is a medically complex operation. Our staff provides care and cleaning 6:00 a.m. – 6:00 p.m., 7 days per week. We are open to the public Friday – Sunday from 1:00-5:00 p.m. Occasionally, due to illnesses in the shelter population or recently due to damage from the rain storms, we close to the public to ensure the health and safety of our animals and visitors, and devote ourselves to care and maintenance.

We have 50+ volunteers whose primary work is to visit and socialize the cats. They help create the good vibe at We Care. We also often see local Girl Scout troops, students and families visit to learn, visit with cats, and help with a variety of small projects.

As a service to our community, we provide resources and support for owned and community cat populations, including spay & neuter vouchers for surgeries at Napa Humane, and, we are a place to bring in strays or to surrender a cat who has few or no other options. We are not generally able to intake a cat immediately. We are not an open-admission shelter. We often have a waiting list and do our best to provide support for the many calls we receive, balance urgency and need. Most often we hear from families whose elders have become ill or have passed away and are looking for a safe place for their cat(s). Too often we hear from people who are moving and the new landlords do not allow pets or only one pet, requiring a most difficult choice for multi-pet households.

Our priority is providing help to residents, their pets and animals in need in St. Helena, and we also help people and cats from neighboring counties and throughout the Valley. We certainly cannot do it all. We receive over (conservative estimate) 500 calls and emails annually seeking help. Thankfully a coalition of partner animal welfare groups in the Valley including Napa Humane, Wine County Animal Lovers (WCAL), Jameson Animal Rescue Ranch (JARR) and Napa County Animal Shelter (NCAS) work together in positive and developing partnership. We often work with NCAS to bring in elder or health

compromised cats from their program, and many of our cats have found their forever homes through NCAS adoption programs. This creates a safety – net for cats in the Valley.

As we develop the organization and prepare for the future, we are focused on the facility that was rebuilt in 2007 after flooding and is in critical need of renewal. We have recently contracted an Animal Shelter Designer and California Licensed Architect to provide a Feasibility Study. As we learn the potential challenges, opportunities and costs to rebuild the facility, a primary logistical challenge is rebuilding on our property - with 200 animals in our care.

We hope to continue work with the City and develop our programs to provide needed services for animals, and to be a special place to visit in St. Helena for residents and tourists. How can we be of service with our compassionate mission, unique free-roam shelter and sanctuary? **We seek the City's input and partnership and have several points we would like to discuss further:**

- **The City Sewer System is not connected to our site. We rely on a weak septic system. We are ready to learn the costs and requirements to extend the line to our facility.**
- **We are excited by the possibility of having a store front location on Main Street - on occasion or for a set period of time.** We are a unique St. Helena organization, and having a storefront to show our adoptable animals would be good for the animals, and a fun addition to Main Street.
- **Could we potentially trade parcels with the City?** Not only will an improved and beautiful facility provide humane shelter and sanctuary, but also provide expanded community services. Are there any city owned parcels that may be a good place for a facility like We Care? Is the parcel on Charter Oak a potential site for city needs? The challenges to reconstructing the facility while 200 animals are in residence is of concern, as well, to truly build out a new custom facility on an empty parcel would be a significant opportunity.
- **Would the City consider grant funding for We Care?** Like the Boys & Girls Club, Rianda House and Up Valley Family Center, We Care is a local non-profit that has provided services and compassionate care for 35 years in St. Helena. We stand ready to be the “go – to” for animal questions and issues in our City.
- **We are especially concerned for the safety of the animals that live at We Care and pets in our community during an emergency or disaster. Please include us in planning and preparedness discussions.** We regularly attend meetings and work with CART (Community Animal Response Team) and our partners to develop plans, transport and reciprocal temporary housing options if needed.
- **We hope the City will consider a contract for field services and additional help, especially for stray dogs who are not reclaimed. We recommend North Bay Animal Services or Napa County Animal Shelter.** Also consider in case of disaster that the County

Shelter may be able to provide residents with assistance for their pets more readily than an outside group. We envision in the future, with an updated facility and city support, we could also provide expanded services that we are unable to do now.

We are looking forward to continuing to work with our county, city and community to understand the needs and be a resource for animals and animal lovers. As we develop our goals and a strategic plan for the future of We Care, and as we continue the work of the many dedicated donors and volunteers that have made this shelter possible, we are grateful to be a part of the special fabric that is St. Helena.

Mahatma Gandhi once said, "The greatness of a nation can be judged by the way its animals are treated." Our little organization certainly cannot vouch for or affect animal welfare nationally, but certainly We Care stands as an example of the compassionate and generous City of St. Helena.

Thank you for your attention and care.





**City of St. Helena  
PROCLAMATION**

**Elder and Dependent Adult Abuse Prevention Month  
June 2019**

**WHEREAS**, every year, more than two million disabled and elderly citizens are victims of physical and emotional abuse and neglect, and exploitation and they are denied many of their rights; and

**WHEREAS**, in 2017, approximately 450,000 more vulnerable adults were the victims of abuse, neglect, or exploitation in the United States; and

**WHEREAS**, the health and well-being of disabled and elderly people in our state should be one of our highest priorities and of concern to all Americans; and

**WHEREAS**, no aspect of our society—technology, agriculture, science, religion, sports, education—would enjoy its current prominence without the contributions from those who are elderly or have disabilities; and

**WHEREAS**, we can all benefit from the wisdom and knowledge acquired by Americans who are elderly or have disabilities. The experience of their past can help our state meet the challenge of its future; and

**WHEREAS**, people who are elderly or have disabilities are among the most important resources of our state, and it is fitting that we recognize the need to protect their health, safety, and rights;

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Geoff Ellsworth, Mayor of the City of St. Helena, do hereby proclaim the month of June, 2019 to be Elder and Dependent Adult Abuse Prevention month in Saint Helena, and urge all citizens to work together in the years to come to help reduce abuse and neglect of people who are elderly or have disabilities.

Dated this 25<sup>th</sup> Day of June, 2019

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Geoff Ellsworth, Mayor  
City of St. Helena





**City of St. Helena  
PROCLAMATION**

**COUNTYWIDE COMMITMENT TO ADDRESS CLIMATE CHANGE  
June 2019**

**WHEREAS**, on October 8, 2018, the Intergovernmental Panel on Climate Change (IPCC) released a report, “Global Warming of 1.5°C,” which states that “Limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society,” and projected that the earth could reach and exceed this temperature threshold by as early as 2030, far earlier than previously anticipated; and

**WHEREAS**, Climate modeling shows that it is not possible to stabilize global mean temperature rise at or below 1.5°C without undertaking additional pre-2030 climate mitigation and restoration actions focused on reducing radiative forcing levels associated with excess trapped heat. These urgent actions are additional and complementary to current efforts to reduce greenhouse gas emissions being undertaken by the state; and

**WHEREAS**, the State of California as a whole, and Napa County and its Cities and Town, residents, economy, and environment have already experienced adverse effects associated with climate change, such as a prolonged wildfire season and firestorms, rising temperatures, mudslides, severe droughts, property destruction and damage to infrastructure, and recognize that climate change represents a growing danger to human health, safety, economic prosperity, basic services, and natural resources; and

**WHEREAS**, Napa County and its Cities and Town (collectively Napa County Jurisdictions) recognize that climate change is a global problem, that decisive near-term action is needed to prevent further global warming, and that we must work together with other jurisdictions, because the most practical and cost-effective solutions to climate change which can directly benefit County and City residents require broad participation and coordination.

**NOW, THEREFORE, BE IT PROCLAIMED**, that Napa County Jurisdictions are dedicated to working together with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional, and statewide support for comprehensive, immediate, and sustained action.

**BE IT FURTHER PROCLAIMED**, that Napa County Jurisdictions commit to and will pursue the following local actions in support of these goals:

1. Address climate change in their respective General Plans consistent with the State Office of Planning and Research Guidelines for General Plan Updates.
2. Form a community round table, advisory group, or other similar stakeholders group to review Napa County Jurisdictions' respective existing Climate Action Plans (and/or functional equivalent thereof) and then identify countywide goal setting and strategies for addressing climate change issues which may include some or all of the following:
  - a. Estimate baseline and future projected countywide greenhouse gas (GHG) emissions.
  - b. Agree upon a countywide GHG reduction goal and timeline.
  - c. Establish common goals and standards that each jurisdiction can adopt independently to reduce emissions.
3. Identify potential threats to the County, Cities, and Town resulting from future climate change and develop cost estimates and funding opportunities for shared projects and programs to improve community resiliency.

Dated this 25<sup>th</sup> Day of June, 2019

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Geoff Ellsworth, Mayor  
City of St. Helena



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Parks and Recreation Commission, and Library Board of Trustees and consider leaving the recruitment open for the unfilled terms of office until filled.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Cindy Tzaopoulos, City Clerk

**Reviewed By:** Mark T. Prestwich, City Manager

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

On May 22, 2019, the City Clerk advertised a recruitment seeking applicants from the community to fill expiring and/or vacant Board, Committee and Commission terms of office. The Board, Committee and Commission that have expiring terms include the Active Transportation & Sustainability Committee, Parks and Recreation Commission and Library Board of Trustees.

**DISCUSSION**

The recruitment concluded on June 11, 2019. The City received applications only from incumbents with June 30, 2019 expiring terms.

Per City Council Rules of Procedure appointments shall be made by interview, ballot process and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council. No other applications were received other than the incumbents so no special meeting for interviews will be convened or the ballot process. Staff recommends the Mayor nominate the incumbent applicants with the appointments subject to approval by the majority of Council.

The following lists the names of the individuals with expiring terms and applicants.

**Active Transportation & Sustainability Committee**

Active Transportation & Sustainability Committee members Pam Smithers and Jeff Farmer's term of office expire June 30, 2019. One vacant alternate term expiring June 30, 2021 remains available and the recruitment will be left open until filled.

Two applications were received from Pam Smithers and Jeff Farmer for three available terms.

**Library Board of Trustees**

Library Board of Trustee members Terry Wood, David Slaby and Lin Weber's term of office will expire June 30, 2019.

Three applications were received from Terry Wood, David Slaby and Lin Weber for three available terms.

**Parks and Recreation Commission**

Parks and Recreation Commission members Matthew Demchuk and Rebekah Weeman's term of office will expire June 30, 2019. Donna Hinds resigned from the Commission on June 5, 2019.

Two applications were received from Matthew Demchuk and Rebekah Weeman for three available terms. One vacant term expiring June 30, 2021 remains available and the recruitment will be left open until filled.

Should Council decide not to appoint someone from the current applicants, staff would re-advertise for the position to fill the vacancy.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDED ACTION**

Staff recommends adopting a resolution appointing the following applicants:

**Active Transportation Sustainability Committee**

- Appoint Pam Smithers and Jeff Farmer to regular terms expiring June 30, 2021.

**Library Board of Trustees**

- Appoint Terry Wood, David Slaby and Lin Weber to terms expiring June 30, 2021.

**Parks & Recreation Committee**

- Appoint Matthew Demchuk and Rebekah Weeman to terms expiring June 30, 2021.

**ATTACHMENTS**

[ATSC - Application for Appointment](#)

[Library Board of Trustees - Application for Appointment](#)

[Parks and Recreation Commission - Application for Appointment](#)

[Appointments Resolution](#)



CITY HALL, 1480 MAIN STREET  
OFFICE OF THE CITY CLERK  
ST. HELENA, CA 94574  
(707) 968-2742  
[www.sthelenacalifornia.org](http://www.sthelenacalifornia.org)

## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying:

Active Transportation and Sustainability Committee

Name: Jeff Farmer

Home Address:

1533 Tainter St., SH 94574

Mailing Address: same as home adr

Occupation: Math Tutor

Business Address: same as home adr

Telephone: Home 707 963 0630 Cell/Business 707 227 8371

E-mail: jfarmer@seedgrain.com

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

Resident of St. Helena? Yes Yes, how long have you lived in St. Helena? 18 years

Current occupation (within last 12 months) Math Tutor

Business interests in last 12 months: None local

Previous Committee/Commission Experience:

ATSC last 2 years

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

\_\_\_\_\_ see resume \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Professional and/or community service activities:

\_\_\_\_\_ see resume \_\_\_\_\_  
 \_\_\_\_\_

Local government related experience: School Board in Mountain View 1993-4\_

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

\_\_\_ I am an avid biker, walker, and am sensitive to ADA issues as I have a relative here who is in a wheelchair and needs to get around. I look at specific problems and try to get them fixed. I am for doing things that make sense rather than just doing something because we can get a pot of money. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_ Lester Hardy \_\_\_\_\_  
 \_\_\_ Verna Steinhauer \_\_\_\_\_  
 \_\_\_ Carl Ericson \_\_\_\_\_

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

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

6/10/19

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

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

### A Bit About Myself....

Jeff Farmer  
1533 Tainter St.  
St. Helena, CA 94574

707-227-8371 (text/voice)  
jfarmer@seedgrain.com

### Objective

To provide tutoring in mathematics to students starting at the middle school level. I am motivated by my twenty-five years in the computer industry where logical thinking and practical mathematics are applied constantly to solve real problems.

### Qualifications

I have tutored mathematics from the 6th grade through junior college level since 1998. This includes both volunteer and private tutoring for students in St. Helena public schools, St. Helena Catholic School, Calistoga High, Pacific Union College, Napa High, Vintage High, Justin-Siena, New Technology High, Pope Valley Elementary, PUC Elementary, Pathways Charter School, St. Helena Montessori, Blue Oak (Napa), and Head-Royce (Oakland).

**Please Note:** Although I have extensive experience tutoring, I am not a certificated teacher.

### Tutoring Employment Detail

- Now:
  - Mathematics Tutor, Students selected from Napa County schools: middle, high school, and college. Topics ranged from long division, fractions, percents, decimals through advanced algebra, geometry, trigonometry, limit theory, and calculus (since 2002)
- Recent:
  - Algebra/Geometry Instructor, **St. Helena Montessori**; 2015 - 2018
  - Consultant to **Pathways Charter School**: Tutoring and teaching pre-Algebra through Geometry. Class sizes range from 3-10 students; 2007 - 2014.
  - Teacher at **Surfermath**, an afterschool math tutoring program in Napa; One-on-three tutoring students primarily from Napa High Schools (algebra, geometry, advanced algebra, 2006 – 2008)



- Fall, 2000: Substitute Teacher  
Mountain View School District, Mountain View, CA
  - Taught several mathematics classes at the middle school as a substitute teacher
- Nov, 1999 – Feb, 2001: Mathematics and Physics Tutor  
School of Choice, Cupertino, CA
  - Taught high school physics to a senior in the 1999-2000 school year. Taught long division and fractions to a 5<sup>th</sup> grader in the 2000-2001 school year.
- Fall, 1999 - Spring, 2000: Mathematics Tutor  
Graham Middle School (Mtn View)  
Crittenden Middle School (Mtn View)
  - Started an after school math program to help 6<sup>th</sup> - 8<sup>th</sup> grade students identified by math teachers at Graham and at Crittenden.

#### **Employment Outside Education**

|              |                                                          |
|--------------|----------------------------------------------------------|
| 1974 – 1977: | Hines VA Hospital, Hines, Illinois                       |
| 1978 – 1978: | Information Processing Techniques, Palo Alto, California |
| 1978 - 1980: | Stanford University Medical Center, Stanford, California |
| 1980 – 1987: | Data General Corporation, Palo Alto, California          |
| 1987 – 2000: | Sun Microsystems, Palo Alto, California                  |

#### **Education/Certifications/Community**

- B.A. Physics, Case Institute of Technology, 1972
- Undergraduate courses in Biology and Chemistry, University of Wisconsin, 1973
- Nuclear Medicine Certified, School of Nuclear Medicine, Hines, Illinois, 1975
- ARRT & ASCP certified in Nuclear Medicine, 1976
- St. Helena Kiwanis Club (2002 - ), President (2010 - 2011), Treasurer (2013 - )
- Red Cross Disaster Action Team for Napa County (2001 - 2009)
- Red Cross Board, Napa County Chapter (2005 - 2012), Board Chair (2006 - 2010)
- Trumpet Player, St. Helena Community Band (2012 - ), Treasurer (2014 - )
- Active Transportation & Sustaining Committee (2017 - )

Rev. 3/19



City of St Helena, City Hall  
Received

MAY 30 2019

1480 Main St.  
St Helena, CA 94574

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## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying:

Active Transportation & Sustainability (ATSC)

Name: Pam Smithers

Home Address: 1819 Valljo St, St Helena

Mailing Address: Same

Occupation: retired (Certified Public Accountant)

Business Address: —

Telephone: Home 963-8081 Cell 696-0530 Business —

E-mail: psmithers@comcast.net

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

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 30 years +

Current occupation (within last 12 months) retired

Business interests in last 12 months: —

Previous Committee/Commission Experience:

see resume

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

please see attached resume

Professional and/or community service activities:

please see attached resume

Local government related experience: Founding member - SH Skatepark Comm.  
Chair - ATSC, board member Napa County WICC  
(Watershed Info & Conservation Council)

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

I have the time and background and will take the  
position seriously. My training and education  
will be helpful to the Committee.

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

Lena Septimo, Land Trust of Napa County  
Judy Todd, Executive Dir, Farella Braun & Martel  
Jonathan Koehler, Napa County RCD Sr Biologist

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

Signature of Applicant

Date

5/28/19

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

Please return the completed application to:

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

2



## **PAMELA SMITHERS**

1819 Vallejo Street, St. Helena, CA 94574

707-696-0530

psmithrs@comcast.net

### **PROFESSIONAL SUMMARY**

Ten years of education and experience in the field of natural resources management, environmental conservation, and fisheries monitoring, as well as 25 years of experience in public accounting

### **SKILLS AND QUALIFICATIONS**

- Working knowledge of natural resource management and watershed concepts, tools and science methodology
- Extensive experience in completing projects with little or no supervision
- Excellent attention to detail and accuracy, organizational skills, able to set priorities, manage time, work under pressure
- Ability to work independently or with a diverse group
- Ability to present information to groups of people or the public
- Positive attitude, willing to learn, excellent physical condition, reliable

### **WORK EXPERIENCE**

#### **Land Trust of Napa County, Napa, CA 2012 – current**

##### **Assist Land Projects Manager on field and office projects**

- Member of Project Committee
- Monitoring of land easements - permitted and prohibited activities
- Assist with baseline fieldwork, photo documentation and drafting of baseline documents, review of wildlife camera results, check land survey maps for current easement identification, update monitoring maps for current GIS data; pre-audit of land easement files for national accreditation audit

#### **Napa County Resource Conservation District (RCD), Napa, CA 2013 – present**

##### **Field intern and volunteer for Senior Biologist**

- As intern, duties included: retrieve, count, record and release fish from the Rotary Screw Trap and Fyke nets, record species count, water and air temperatures, assist in release of smolts upstream, take GPS waypoints and performed photo documentation of in stream fish habitat restoration, data entry of all fish catch data throughout the 2013 spring catch season, prepare charts to illustrate annual catch data, perform genetic clip sampling on steelhead trout, draft summary synopsis of annual fish monitoring program report; take in stream water quality measurements for Redwood Creek
- still volunteering weekly on the Napa River fish trap during migration season

#### **University of California, Cooperative Extension, Sonoma County, CA 2013**

##### **Field intern for Coho Salmon Monitoring Program**

- trained to assist with fish, water and environmental in stream monitoring techniques, including smolt trapping, habitat typing, snorkeling, dissolved oxygen monitoring, deploying/downloading temperature and stream flow gauges, using GPS devices, and maintenance and operation of PIT tag detection equipment

**Community Clean Water Institute, Sebastopol, CA 2011**

- collected in stream water samples, on site testing for pH, temperature, dissolved oxygen, turbidity and electrical conductivity, in lab testing for ammonia, nitrites, nitrates and phosphates, assisted with Laguna de Santa Rosa Creek special project

**Certified Public Accountant, St. Helena, CA 1989-2009**

- Managed extensive and varied client base including wineries, vineyards, hi tech startups, manufacturers, serving as off-site Controller, tax and business advisor. Responsible for all facets of accounting, tax and consulting practice

**KPMG Peat Marwick, San Francisco, CA 1983-1986**

- Member of the Private Business Advisory Services (PBAS) Dept of the San Francisco Office. Performed audits, prepared corporate, partnership and individual client tax returns, performed financial planning and forecasting for clients, solo and in teams

**EDUCATION**

**Santa Rosa Junior College, Santa Rosa, CA 2013**

Credential in Natural Resource Management/Environmental Conservation: Watershed Management

**San Francisco State University, San Francisco, CA 1983**

B.S. Business; Accounting

**University of Illinois, Champaign-Urbana, IL, 1972-5**

**COMMUNITY INVOLVEMENT**

**Active Transportation and Sustainability Committee (ATSC) Member 2018-present**

**Napa County WICC–Watershed Info and Conservation Council Board Member 2014-present**

**County of Napa, Groundwater database volunteer for Nat Resources Div. 2015-2016**

**Founding Member of St Helena Skatepark Committee 2006-2009**

**SHUSD K-12 School Site Parent Group, Treasurer, all sites 1994-2010**

**St Helena Public Schools Foundation, Treasurer, 2000-2005**

**NEWS Board Member and Treasurer, 1995-2000**

**City of St Helena, Curbside Recycling Advisory Committee 1989**

**PROFESSIONAL REFERENCES**

Lena Septimo, Lands Project Manager, Land Trust of Napa County

Jonathan Koehler, Senior Biologist, Napa County Resource Conservation District (RCD)

Judy Todd, Executive Director, Farella Braun & Martel, LLP San Francisco Office

Sarah Nossaman Pierce, Fish Biologist, University of California Cooperative Extension

Kasey Wade, Department Chair, Santa Rosa Junior College Natural Resource Management Program

Jeff Sharp, Napa County Public Works, Natural Resources Division



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## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying:

Library

Name: Terry Wood

Home Address:

1798 Main St

Mailing Address: same

Occupation: retired

Business Address:

Telephone: Home 963-0111

Cell

Business

E-mail: terry1798@comcast.net

➤ Please indicate if above numbers can be made available to the public upon request Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? \_\_\_\_\_

Current occupation (within last 12 months) retired

Business interests in last 12 months: retired

Previous Committee/Commission Experience:

Library Board

Previous Committee/Commission Experience:

Library Board

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

Same as before - new art & film classes

Professional and/or community service activities:

Library

Local government related experience:

only Bd of Trustees

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

Same as 2 yrs ago

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

Same

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

Signature of Applicant

Date

6-14-19





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## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying:

Library Board of Trustees

Name: DAVID W. SLABY

Home Address:

\_\_\_\_\_

Mailing Address: SAME

Occupation: RETIRED

Business Address: NONE

Telephone: Home 7-64-77 Cell SAME Business \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 5 years

Current occupation (within last 12 months) NONE

Business interests in last 12 months: NONE

Previous Committee/Commission Experience:

INCUMBENT MEMBER, LIBRARY BD. OF TRUSTEES



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

SEE ATTACHED

Professional and/or community service activities:

NONE

Local government related experience:

NONE

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

I WOULD LIKE TO CONTINUE TO WORK WITH THE  
BOARD to develop, enhance + promote the  
Library AS POSSIBLY THE COMMUNITY'S MOST  
VALUABLE ASSET.

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

MICHAEL HIRBY,

PAULA GOJINS,

MARK EPSTEIN, I

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

Signature of Applicant

✓

Date

3-27-11

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

Please return the completed application to:

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

David W. Slaby

St Helena, CA 94574

**Education**

1973 American University, Washington, D.C. – B.S.B.A. Magna Cum Laude (Phi Kappa Phi, National Honor Society; President, School of Business Student Government; University Senate Rep.; C.C. Glover Award (as top Business School graduate)  
1976 Boston University School of Law – J.D. (top 10%)  
2001 U.C. Davis, Introduction to Wine and Winemaking (3rd out of class of 215)

**Employment**

United States Navy 1966-1971 – YN2(SS) Polaris Submarine Duty, Deterrent Patrol Insignia 4 stars; Office of the Chairman, Joint Chiefs of Staff, Joint Service Commendation Medal and JCS Service Medal  
Kirkland & Ellis, Chicago, IL - 1976-1981, Associate  
Pettit & Martin, San Francisco and San Jose, CA - 1981-1992, Associate and Partner; Managing Partner  
Fenwick & West, Palo Alto, CA - 1992-1997, Partner; Chairman Antitrust Practice Group and Chairman, Litigation Practice Group  
McDermott, Will & Emery, Palo Alto, CA - 1997-2002, Partner; Managing Partner, Silicon Valley Office.  
Slaughterhouse Cellars, Rutherford, CA – 2002-2012, Proprietor



CITY OF  
ST. HELENA

MAY 28 2019

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## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying:

Board of Trustees, St Helena Public Library

Name: Lin Weber

Home Address:

St. Helena

Mailing Address: same

Occupation: Licensed Marriage and Family Counselor; Historian and author

Business Address:

Telephone: Home \_\_\_\_\_ cell: \_\_\_\_\_ Business \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Resident of St. Helena? **Yes** Yes, how long have you lived in St. Helena? 48 years

Current occupation (within last 12 months) see above

Business interests in last 12 months: counseling individuals and couples;  
researching and writing historical documents including books

Previous Committee/Commission Experience:

I currently serve on the SHPL Board of Trustees

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

I have a Masters Degree in Counseling Psychology

Professional and/or community service activities:

I volunteer at the St Helena Catholic Church as chair of the Liturgy Committee and as a Lector

Local government related experience: SHPL Board of Trustees

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

Along w the rest of the current Board, I have been actively helping to plan for library upgrades, including evaluating architects' submissions and monitoring budget items. I also pay special attention to the digitized files of local newspapers and the Martin Trust. I hope to continue aiding in these and other important activities.

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

Inger Laidley: [REDACTED]

Priscilla Upton: [REDACTED]

Kathleen Patterson: [REDACTED]

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

\_\_\_\_\_  
Signature of Applicant

5-26-19  
\_\_\_\_\_  
Date

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

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





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## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying: **Parks & Recreation Commission**

Name: **Matthew Demchuk**

Home Address: **1000 Brown Street, #14, Saint Helena, CA 94574**

Mailing Address: **Same as Above**

Occupation: **Attorney**

Business Address: **Same as Above**

Telephone: Home **707.968.5551** Cell **707.975.7076** Business **707.975.7076**

E-mail: **matthew@demchuk.com**

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

Resident of St. Helena? **Yes** or **No** Yes, how long have you lived in St. Helena? **29 years**

Current occupation (within last 12 months): **Attorney**

Business interests in last 12 months: **Sole Practitioner**

Previous Committee/Commission Experience:

**Parks & Recreation Commission (2015 – Present), Reimagine St. Helena Steering Committee**

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

**See Attached Resume**

Professional and/or community service activities:

**Past President of St. Helena Kiwanis Club, Past Chairman of St. Helena City Golf Championship, Past Chairman of the Naked Vine Wine Auction, Board Member of St. Helena Tennis Association**

Local government related experience: **Reimagine St. Helena Steering Committee Member**

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

**I have served on this Commission for the past 4 years and still have projects and improvements within the parks department that I would like to see accomplished.**

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

**Brian Nash**

**Jack Oliver**

**Kim Phinney**

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

\_\_\_\_\_  
Signature of Applicant

6/10/2019  
\_\_\_\_\_  
Date

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

Please return the completed application to:

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



## **Matthew E. Demchuk**

1000 Brown Street, #14 \* Saint Helena, CA 94574 \* 707.975.7076 \* matthew@demchuk.com

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### **General Counsel**

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

### **Areas of Expertise**

Real Estate \* Commercial Transactions \* Corporate Compliance

### **Professional Credentials**

Admitted to California Bar, 1995

Doctor of Jurisprudence, Golden Gate University, School of Law

### **Legal Expertise**

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

### **Professional Experience**

#### **Law Offices of Matthew Demchuk**

**Sole Practitioner**

**2012-Present**

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

Additional Engagements include:

- Business Formation
- Contract Negotiation
- Trust Representation

#### **Pronet Solutions, Inc., Phoenix, AZ**

**General Counsel**

**2007-2012**

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

**-Contracts**

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

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

**-Human Resources**

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

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

**-Risk Management**

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

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

**-Corporate Records**

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

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

**-401(k)**

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

**Healthcare Financial Solutions, Oakland, CA  
Contractor**

**2004-2007**

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

Palm Drive Hospital

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

California Armenian Home

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

**Marlinda Convalescent Hospital, St. Helena, CA  
Nursing Home Administrator**

**1995-2004**

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

**Great Pacific Trading Company, Grants Pass, OR  
Commodity Futures and Options Broker**

**1994-1995**

Series 3 licensed broker. Developed Trading Hotline and in-training for compliance officer.

**Affiliations**

Member, California Bar Association

**Education**

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

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





CITY OF  
ST. HELENA  
MAY 31 2019  
OFFICE OF  
CITY CLERK

CITY HALL, 1480 MAIN STREET  
OFFICE OF THE CITY CLERK  
ST. HELENA, CA 94574  
(707) 968-2742

## APPLICATION FOR APPOINTMENT

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

Board/Committee/Commission to which you are applying:

Parks & Recreation Commission

Name: Rebekah Weeman

Home Address:

7810 Silverado Trl Napa/Oakville CA. 94558  
(in Saint Helena School District)

Mailing Address:

Same

Occupation:

Development / Project Management

Business Address:

Telephone: Home N/A Cell 707-758-2296 Business N/A

E-mail: rebekah@bsceneinc.com

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

I have owned homes on Dean York Ln & Crinella

Resident of St. Helena? ☒ Yes ☐ No Yes, how long have you lived in St. Helena? 12 years

Current occupation (within last 1 months): Freelance project management, social media marketing, development. Working with 3 clients currently - Cochon 555 - Mags for Ag - Pro 71 imports

Business interests in last 12 months: Tourism/marketing/Programming/

Development/Wine Industry / Napa Valley Community Foundation

Previous Committee/Commission: Fund for St. Helena / Internal Affairs Committ

Experience: 8 years on BOD for Tug McGraw Foundation  
3 years on Napa Valley Community Foundation BOD

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

Undergraduate degree from Mills College Oakland  
Graduate work - Bosphorus University/Istanbul

Professional and/or community service activities:

Napa Valley Community Foundation, Tas Mcbraw Foundation,  
Collabria Care, St. Helena Senior Center, ANV, Youth Golf  
Programs, Pathway Home, Jingle All the way

Local government related experience: worked w/ local government to  
Create Jingle All the way 2018

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

I have been a resident for 12 years and participate in  
Bocce ball, Boys & Girls Club, many events & fundraisers. My  
son attends SHMS. I volunteered for 5 years w/ the  
Rianda House and want to be more involved in the community.

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

Carolyn & Gene Steil -

Kathryn & Ken Weeman

Melissa Lynch - St. Helena

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

Signature of Applicant

Date

5/30/19

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

Please return the completed application to:

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

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-**

**Appointing applicants to the Active Transportation & Sustainability Committee,  
Parks and Recreation Commission and Library Board of Trustee**

**RECITALS**

- A. There are expiring terms on the Active Transportation & Sustainability Committee, Parks and Recreation Commission and Library Board of Trustee;
- B. Applications have been received from community members for the openings. Per City Council Rules of Procedure appointments shall be made by interview, ballot process and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council;
- C. The recruitment concluded on June 11, 2019. No other applications were received other than the incumbents so no special meeting for interviews will be convened or the ballot process.

**RESOLUTION**

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

**Active Transportation & Sustainability Committee**

- 1. Pam Smithers and Jeff Farmer are appointed to the St. Helena Active Transportation & Sustainability Committee filling a two year term expiring on June 30, 2021; and

**Library Board of Trustees**

- 2. Terry Wood, David Slaby and Lin Weber are appointed to the St. Helena Library Board of Trustees filling a two year term expiring on June 30, 2021; and

**Parks and Recreation Commission**

- 3. Matthew Demchuk and Rebekah Weeman are appointed to the Parks and Recreation Commission filling a two year term expiring on June 30, 2021.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |
| Councilmember Koberstein: | _____ |



APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk





Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject: UPDATED 6/25/19**

**Consideration and proposed approval of a Resolution accepting the certification of the vote for the June 4, 2019 St. Helena Special Municipal Election and authorize a budget increase to 101-4210-2214 Election Expense for ~~\$30,000~~ \$38,325.01**

**CEQA Not a CEQA project**  
**Determination:**

**Prepared By:** Cindy Tzafoopoulos, City Clerk

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

On November 27, 2018, the City Council of the City of St. Helena adopted Ordinance No. 2018-9, adding Chapter 9.24 to the St. Helena Municipal Code to establish a mobile home rental stabilization program within the City of St. Helena. On December 19, 2018, the City Clerk received a referendum petition opposing the adoption of Ordinance No. 2018-9 and subsequently the City Clerk issued a certificate of sufficiency for the referendum petition. In accordance with Elections Code, the City Council adopted Resolution 2019-24 on February 26, 2019, calling and giving notice of a Special Municipal Election to occur on June 4, 2019.

In FY 18/19 the City budgeted \$35,000 for fund 101-4210-2214 Election Expenses. The fund balance is \$5,200 after paying the invoice for the November 2018 Municipal Election expenses.

**DISCUSSION**

On June 4, 2019, a Special Municipal Election was conducted in the City of St. Helena for the purpose of submitting to the voters a question of whether to add Chapter 9.24 to

the St. Helena Municipal Code to establish a mobile home rental stabilization program within the City of St. Helena (Measure F).

On June 12, 2019, the Napa County Registrar of Voters canvassed the vote and certified the final count, the results are attached as "Exhibit A". Measure F was not approved by the voters.

Elections Code 10263 provides that upon completion of the canvass, the governing body shall adopt a resolution reciting the fact of the election.

The resolution shall include:

- a. The whole number of votes cast in the city.
- b. The measures voted upon.
- c. The number of votes given at each precinct for and against each measure.
- f. The number of votes given in the city for and against each measure.

The fund 101-4210-2214 Election Expenses has a current balance of \$5,200 and a budget increase is necessary to cover the June 4, 2019, Special Election expenses. The Napa County Registrar of Voters estimated the June 4, 2019, Special Election to cost an estimated \$30,000. The City received the attached invoice in the amount of \$38,325.01 from the Napa County Registrar of Voters on June 24, 2019. A budget increase is necessary from general fund unassigned reserves to 101-4210-2214 Election Expense in the amount of ~~\$30,000~~ \$38,325.01 for a total FY 18/19 ending fund total in the amount of ~~\$65,000~~ \$73,325.01.

#### **FISCAL IMPACT**

The estimated cost for the Special Election is \$30,000. The actual costs of the special election are not known at this time, but anticipate an invoice from the Napa County Registrar of Voters prior to the end of this fiscal year. The City budgeted \$35,000 in FY 18/19 and \$5,200 is the account balance after the November 2018 General Municipal Election. Staff recommends a budget increase to 101-4210-2214 Election Expense in an amount of ~~\$30,000~~ \$38,325.01.

The City received an invoice in the amount of \$38,325.01 from the Napa County Registrar of Voters on June 24, 2019. A budget increase is necessary from general fund unassigned reserves to 101-4210-2214 Election Expense in the amount of \$38,325.01 for a total FY 18/19 ending fund total in the amount of \$73,325.01.

#### **RECOMMENDED ACTION**

Adopt the resolution accepting the certification of Measure F and authorize a budget increase to 101-4210-2214 Election Expense in an amount not to exceed ~~\$30,000~~ \$38,325.01.

#### **ATTACHMENTS**

[UPDATED.June Election Certification Reso](#)  
[Measure F Canvass and Statement of Votes Cast - Saint Helena Special Election -](#)  
[June 4, 2019](#)  
[City of St. Helena Special Election Invoice](#)



**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA  
RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 4,  
2019, DECLARING THE RESULT AND SUCH OTHER MATTERS AS REQUIRED BY  
LAW THEREBY DETERMINING THAT MEASURE F – A BALLOT MEASURE  
PERTAINING TO ORDINANCE 2018-9 (MOBILE HOME RENT STABILIZATION  
ORDINANCE); WAS NOT APPROVED BY THE VOTERS; AND APPROVING A  
BUDGET INCREASE OF \$38,325.01 FROM GENERAL FUND UNASSIGNED  
RESERVES TO 101-4210-2214 ELECTION EXPENSE**

**RECITALS**

- A. Special Municipal Election was held and conducted in the City of St. Helena, County of Napa, State of California, on Tuesday, June 4, 2019 as required by law; and
- B. At said election, in accordance with applicable law, votes were received and canvassed and the results determined; and
- C. Notice of said election was given in time, form, and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes cast, received and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Election Code of the State of California; and
- D. It is necessary to increase fund 101-4210-2214 Election Expense an additional \$38,325.01 to provide for the June 4, 2019, Special Municipal Election actual expenses.

**RESOLUTION**

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of St. Helena as follows:

- 1. The results of the Special Municipal Election held on June 4, 2019, shall be entered into the record through the adoption of this resolution.
- 2. That a complete and correct copy of the results of said election as canvassed and certified by the office of John Tuteur, County Registrar of Voters, is attached "Exhibit A" and shows:
  - a. As a result of the election, a majority of the voters voting on Measure F relating to Ordinance 2019-9, adding Chapter 9.24 to the St. Helena Municipal Code to the establish a mobile home rental stabilization program within the City of St. Helena did not vote in favor of it, and that the measure did not carry, and shall be deemed repealed.

3. That the City Clerk is hereby directed to provide a certified copy of this resolution to the Office of the Napa County Registrar of Voters.
4. Authorizes a budget increase of \$38,325.01 to fund 101-4210-2214 Election Expense for a total fund ending balance of \$73,325.01; and
5. Authorize use of General Fund Unassigned Reserves for the budget increase.

Approved and adopted at a Regular Meeting of the St. Helena City Council on June 25, 2019, by the following vote:

|                                  |       |
|----------------------------------|-------|
| <b>Mayor Ellsworth:</b>          | _____ |
| <b>Vice Mayor Dohring:</b>       | _____ |
| <b>Councilmember Chouteau:</b>   | _____ |
| <b>Councilmember Knudsen:</b>    | _____ |
| <b>Councilmember Koberstein:</b> | _____ |

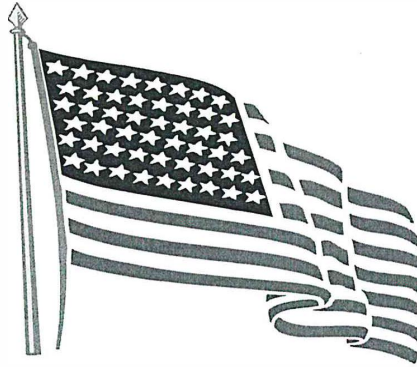
APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk

**Exhibit A**



**STATEMENT OF VOTES CAST**

**JUNE 4, 2019 SPECIAL ELECTION**

**CANVASS AND STATEMENT OF VOTE**

**CITY OF SAINT HELENA - MEASURE F**

I HEREBY CERTIFY THAT ON JUNE 13, 2019 THE OFFICIAL CANVASS WAS COMPLETED FOR THE SPECIAL ELECTION HELD ON JUNE 4, 2019 IN THE CITY OF ST. HELENA. THE TOTAL NUMBER OF VOTES CAST IN THE RESPECTIVE PRECINCT IS ATTACHED AND THE TOTALS AS SHOWN ARE TRUE AND CORRECT.

**IN WITNESS WHEREOF**, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THIS 13TH DAY OF JUNE 2019.

JOHN TUTEUR  
REGISTRAR OF VOTERS

A large, stylized handwritten signature in blue ink, written over a horizontal line.

**Statement of Votes Cast  
St. Helena Special Election Measure F  
June 4, 2019**

| District                  | Registered<br>Voters | Cards Cast | Voters Cast | % Turnout |
|---------------------------|----------------------|------------|-------------|-----------|
| <b>MUNICIPAL AREA</b>     |                      |            |             |           |
| <b>CITY OF ST HELENA</b>  |                      |            |             |           |
| Vote by Mail              | 3,407                | 1,478      | 1,478       | 43.38%    |
| CITY OF ST HELENA - Total | 3,407                | 1,478      | 1,478       | 43.38%    |
| <b>Cumulative</b>         |                      |            |             |           |
| Vote by Mail              | 0                    | 0          | 0           | N/A       |
| Cumulative - Total        | 0                    | 0          | 0           | N/A       |
| MUNICIPAL AREA - Total    | 3,407                | 1,478      | 1,478       | 43.38%    |

**MEASURE F (Vote for 1)**

| District                  | Registered Voters | Undervotes | Overvotes |
|---------------------------|-------------------|------------|-----------|
| <b>MUNICIPAL AREA</b>     |                   |            |           |
| <b>CITY OF ST HELENA</b>  |                   |            |           |
| Vote by Mail              | 3,407             | 1          | 1         |
| CITY OF ST HELENA - Total | 3,407             | 1          | 1         |
| <b>Cumulative</b>         |                   |            |           |
| Vote by Mail              | 0                 | 0          | 0         |
| Cumulative - Total        | 0                 | 0          | 0         |
| MUNICIPAL AREA - Total    | 3,407             | 1          | 1         |

| District                  | YES |        | NO  |        | Total Votes |
|---------------------------|-----|--------|-----|--------|-------------|
| <b>MUNICIPAL AREA</b>     |     |        |     |        |             |
| <b>CITY OF ST HELENA</b>  |     |        |     |        |             |
| Vote by Mail              | 594 | 40.24% | 882 | 59.76% | 1,476       |
| CITY OF ST HELENA - Total | 594 | 40.24% | 882 | 59.76% | 1,476       |
| <b>Cumulative</b>         |     |        |     |        |             |
| Vote by Mail              | 0   |        | 0   |        | 0           |
| Cumulative - Total        | 0   |        | 0   |        | 0           |
| MUNICIPAL AREA - Total    | 594 | 40.24% | 882 | 59.76% | 1,476       |



A Tradition of Stewardship  
A Commitment to Service

**Assessor-Recorder-County Clerk**  
Election Division

1127 1<sup>ST</sup> ST STE E  
NAPA CA 94559-2952

(707) 253-4459  
Fax: (707) 299-4440

**JOHN TUTEUR**  
**REGISTRAR OF VOTERS**

June 24, 2019

## INVOICE

TO: City of St. Helena  
FROM: Napa County Election Division  
FOR: Services for June 4, 2019 Special Election

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The cost for services rendered by the Napa County Election Division for the City of St. Helena June 4, 2019 Special Election (Measure F) is \$38,325.01.

Attached is a cost breakdown for your information and records.

Please feel free to contact John Tuteur [john.tuteur@countyofnapa.org](mailto:john.tuteur@countyofnapa.org) if there are any questions.

Remittance of the \$38,325.01 at your earliest convenience payable to Napa County Election Division at the address above will be greatly appreciated.

If making a journal entry, please use the following project costing to record the invoice to Elections revenue:  
Account: 46120; Fund: 1000; Business Unit: 114; Sub-division 1141000; Project: ELECT\_NOV18;  
Activity ID: ADMIN; Resource Category: NOFND; Res. Sub Cat: GENRL.

Thank you for your attention to this matter.



| <b>City of St. Helena</b><br><b>Special Election, June 4, 2019</b><br><b>MEASURE F</b> |  |                                |
|----------------------------------------------------------------------------------------|--|--------------------------------|
|                                                                                        |  |                                |
| <b>City of St. Helena</b>                                                              |  |                                |
| <b># of Registered Voters</b>                                                          |  | <b>3,574</b>                   |
| <b># of Votes Cast</b>                                                                 |  | <b>1,478</b>                   |
| <b>% Turnout</b>                                                                       |  | <b>43.38%</b>                  |
| <b># of Measures</b>                                                                   |  | <b>1</b>                       |
| <b># Vote Centers</b>                                                                  |  | <b>1</b>                       |
| <b># of Candidates' Statements</b>                                                     |  | <b>0</b>                       |
|                                                                                        |  |                                |
| <b>Category</b>                                                                        |  | <b>City of St. Helena Cost</b> |
| <b>Advertising</b>                                                                     |  | <b>0</b>                       |
| <b>Publications</b>                                                                    |  | <b>0</b>                       |
| <b>Vote Centers</b>                                                                    |  | <b>\$13,815.75</b>             |
| <b>Tabulation and Canvass</b>                                                          |  | <b>\$9,791.65</b>              |
| <b>Postage</b>                                                                         |  | <b>\$2,476.89</b>              |
| <b>Printing &amp; Translations</b>                                                     |  | <b>\$12,240.72</b>             |
| <b>TOTAL</b>                                                                           |  | <b>\$38,325.01</b>             |



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedule for member of the Police Officers Association (POA) reflecting the following increases: 2.5% for dispatcher, 2.5% for dispatch supervisor, 5% for police officer, and 10% for sergeant effective July 1, 2019.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Kathy Robinson, Human Resources & IT Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City continues to abide by the Government Code when establishing and reporting compensation for its employees. In accordance with the California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5), each instance that there is a change in an employee's salary schedule, the Human Resources Department presents the pay schedule to be duly approved and adopted by the City Council in accordance with requirements of applicable public meeting laws. The provision of the code require that the position title, pay rate, and time base for each employee position the City has in the CalPERS system to be included in a publicly available compensation schedule. Per the CCR, the adjustments to the compensation schedules have been made to reflect these salary increases.

**DISCUSSION**

On June 13, 2017, Resolution 2017-72 authorized a 3-year agreement with the POA expiring on June 30, 2020. The last and final salary increase for the agreement includes the following increases: 2.5% for dispatcher, 2.5% for dispatch supervisor, 5% for police officer, and 10% for sergeant effective July 1, 2019.

**FISCAL IMPACT**

Total financial impacts to the budget for POA were considered and budgeted in the Proposed FY 2019-20 Budget.

**RECOMMENDED ACTION**

Authorize and approve the salary increase for the POA effective July 1, 2019; and authorize and approve publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5.

**ATTACHMENTS**

[FY 2019-20 POA Salary Increases Compensation Schedule RESO 2019-20 Publicly Available Compensation Schedule-POA-2019.06.25](#)

## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2019-XX**

**Authorizing and approving a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedules for Police Officers Association (POA) which includes salary increases of 2.5% for dispatcher, 2.5% for dispatch supervisor, 5% for police officer, and 10% for sergeant effective July 1, 2019**

#### **RECITALS**

- A. The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees; and
- B. Per California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) the City must abide by the government code when establishing and reporting compensation for its employees; and
- C. Pay schedule must meet the following requirements: must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, identifies the position title for every employee position, shows the pay rate for each position, and indicates the time base for each pay rate; and
- D. To ensure that the City remains compliant with its obligation under Section 570.5 staff will, at a minimum, staff will biannually present pay schedules to City Council to be duly authorized and approved; and
- E. Biannual presentation to the City Council will coincide with the start of a new fiscal year, and at the beginning of each calendar year; and
- F. Negotiated salary increases for FY 2019-20 effective July 1, 2019 for Police Officers Association are 2.5% to Dispatchers, 5% to Police Officers, and 10% to Sergeants.

#### **RESOLUTION**

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

1. Approve publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which include revised salary schedule all positions of the Police Officers Association (POA).

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019, by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk

# **CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE** **Police Officers Association**

Approved and Adopted June 25, 2019

Includes a 2.5% salary Increase for Dispatcher and 5% for Police Officer and 10% for Sergeant effective July 1, 2019  
FY 2019-2020

| Position            | Timebase* | Steps     |           |           |            |            |
|---------------------|-----------|-----------|-----------|-----------|------------|------------|
|                     |           | A         | B         | C         | D          | E          |
| Dispatcher          | Annual    | 56,307.00 | 59,122.00 | 62,078.00 | 65,182.00  | 68,441.00  |
|                     | Monthly   | 4,692.25  | 4,926.83  | 5,173.17  | 5,431.83   | 5,703.42   |
|                     | Bi-weekly | 2,165.65  | 2,273.92  | 2,387.62  | 2,507.00   | 2,632.35   |
|                     | Hourly    | 27.07     | 28.42     | 29.85     | 31.34      | 32.90      |
| Dispatch Supervisor | Annual    | 67,590.00 | 70,970.00 | 74,519.00 | 78,245.00  | 82,157.00  |
|                     | Monthly   | 5,632.50  | 5,914.17  | 6,209.92  | 6,520.42   | 6,846.42   |
|                     | Bi-weekly | 2,599.62  | 2,729.62  | 2,866.12  | 3,009.42   | 3,159.88   |
|                     | Hourly    | 32.50     | 34.12     | 35.83     | 37.62      | 39.50      |
| Police Officer      | Annual    | 70,597.00 | 74,127.00 | 77,833.00 | 81,725.00  | 85,811.00  |
|                     | Monthly   | 5,883.08  | 6,177.25  | 6,486.08  | 6,810.42   | 7,150.92   |
|                     | Bi-weekly | 2,715.27  | 2,851.04  | 2,993.58  | 3,143.27   | 3,300.42   |
|                     | Hourly    | 33.94     | 35.64     | 37.42     | 39.29      | 41.26      |
| Corporal            | Annual    | 69,223.00 | 72,684.00 | 76,318.00 | 80,134.00  | 84,141.00  |
|                     | Monthly   | 5,768.58  | 6,057.00  | 6,359.83  | 6,677.83   | 7,011.75   |
|                     | Bi-weekly | 2,662.42  | 2,795.54  | 2,935.31  | 3,082.08   | 3,236.19   |
|                     | Hourly    | 33.28     | 34.94     | 36.69     | 38.53      | 40.45      |
| Sergeant            | Annual    | 88,147.00 | 92,554.00 | 97,182.00 | 102,041.00 | 107,143.00 |
|                     | Monthly   | 7,345.58  | 7,712.83  | 8,098.50  | 8,503.42   | 8,928.58   |
|                     | Bi-weekly | 3,390.27  | 3,559.77  | 3,737.77  | 3,924.65   | 4,120.88   |
|                     | Hourly    | 42.38     | 44.50     | 46.72     | 49.06      | 51.51      |

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

- 5 years - 2.5% of base salary
- 10 years - 5.0% of base salary
- 15 years - 7.5% of base salary
- 20 years - 10% of base salary

(2) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of an additional \$150.00 per month.

(3) POST Certificates - Additional monthly salary compensation shall be received by an employee attaining certificates, as follows:

- POST Intermediate Certificate - \$100.00
- POST Advanced Certificate - \$200.00
- POST Records Supervisor Certificate - \$100.00

(4) Special Assignment Pay:

- Motorcycle Officer, Range Master or Reserve Coordinator - \$100.00 per month
- Field Training Officers or Communication Training Officers - 7% of their daily salary, per day, while assigned to the trainee
- Records Coordinator - 5% of regular salary
- Investigator Position - 2 1/2% of base salary
- Police Service Dog Handler - \$228.13 per pay period

(5) Holiday Accrual - Full-time employees will accrue 3.833 hours per pay period, which will be paid out twice a year (in June and December) at the employee's current hourly rate.

(6) Uniform Allowance - Employees shall receive an annual uniform allowance as follows:

- Sworn Personnel - \$750.00
- Dispatch and CSO Personnel - \$750.00
- Motorcycle Officers - 1 pair of Police motorcycle boots, 2 pairs of Police motorcycle pants, 1 Police motorcycle leather jacket, 2 sets of riding gloves (1 cold weather and 1 warm set) and Protective eyeglasses (not to exceed \$150.00)
- Bicycle Patrol - Gloves, Helmet, Padded Shorts, Padded Pants, Protective Eyeglasses, Pedal Retention Devices, and Inclement Weather Clothing

\*Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent.







Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution approving the FY 2019-20 Springbrook (An Accela Company) service agreement for financial software services for \$29,335 and a contingency up to \$5,000 for additional services, if needed, for a total not-to-exceed amount of \$34,335 for FY 2019-20 and authorizing the City Manager to execute the agreement and any contingency agreements up to \$34,335.

**CEQA Determination:** Not a CEQA project

**Prepared By:** April Mitts, Finance Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

In 2008, the City requested proposals to change financial and utility billing software and Springbrook was selected from this process and was awarded the contract via Resolution 2008-1. The contract includes annual maintenance fees and auto renewal unless either party gives not less than thirty days written notice of termination. The City has been utilizing auto-renewal since 2009.

**DISCUSSION**

Recently Springbrook was acquired by Accela. This transition has been relatively seamless to staff as the product and functionalities have not changed, other than normal updates; however, Accela does require an "Order Form" to be signed annually confirming the maintenance renewal amounts for each of their users.

The maintenance renewal for FY 2019-20 is \$29,335. Additionally, staff is requesting City Council approve a \$5,000 contingency and authorize the City Manager to execute contingencies, if needed, in order to meet business needs. The FY 2019-20 maintenance total will not exceed \$34,335.

**FISCAL IMPACT**

Total FY 2019-19 fiscal impact is \$34,335 and has been included in the Fiscal Year 2019-20 annual operating budget.

**RECOMMENDED ACTION**

Staff recommends City Council approve a resolution approving the FY 2019-20 Springbrook (An Accela Company) service agreement for financial software services for \$29,335 and a contingency up to \$5,000 for additional services, if needed, for a total not-to-exceed amount of \$34,335 for FY 2019-20 and authorizing the City Manager to execute the agreement and any contingency agreements up to \$34,335.

**ATTACHMENTS**

[FY 19-20 agreement](#)

[Resolution - Springbrook FY 2019-20 Maintenance Agreement](#)

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ST. HELENA, CA - CITY OF – ORDER FORM

# ST. HELENA, CA - CITY OF 04/11/2019

Springbrook Operations Team  
operations@sprbrk.com

DocuSign Envelope ID: 46E5FDB8-7260-4A67-8CC7-2FFC7D851420



**ST. HELENA, CA - CITY OF – ORDER FORM**

| <i><b>Product</b></i>      | <i><b>Product Attributes</b></i> | <i><b>Amount</b></i> | <i><b>Comments</b></i> |
|----------------------------|----------------------------------|----------------------|------------------------|
| Accounts Receivable        | FAR                              | \$1,342.00           |                        |
| Finance Suite              | FST                              | \$8,432.00           |                        |
| Utility Billing            | CUB                              | \$5,802.00           |                        |
| Fixed Assets               | FFA                              | \$1,846.00           |                        |
| Human Resources Management | PHR                              | \$3,020.00           |                        |
| Licenses and Permits       | FLP                              | \$1,846.00           |                        |
| Payroll                    | PPR                              | \$3,020.00           |                        |
| Project Management         | FPM                              | \$1,846.00           |                        |
| Purchase Orders            | FPO                              | \$1,342.00           |                        |
| CivicPay Online            | COS                              | \$839.00             |                        |
|                            |                                  | <b>\$29,335.00</b>   |                        |

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## ST. HELENA, CA - CITY OF – ORDER FORM

| Order Detail           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Information    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Customer Name          | ST. HELENA, CA - CITY OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Customer Contact       | April Mitts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Customer Address       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Governing Agreement(s) | This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: <a href="https://accela.box.com/v/sprbrk-onpremise-terms">https://accela.box.com/v/sprbrk-onpremise-terms</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Term(s):               | 07/01/2019 – 06/30/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Order Terms            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Order Start Date       | Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Software Licenses &amp; Subscriptions start on the date of delivery by Springbrook; and</li> <li>- Maintenance, Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Order Duration         | Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>- Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>- Fees for Recurring Services will be subject to an automatic annual increase by five percent (5%) of the prior year's Recurring Fees ("Standard Annual Price Increase").</li> </ul>                                                                                                                                                                                                                                                                     |
| Special Order Terms    | <ul style="list-style-type: none"> <li>- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.</li> <li>- As applicable, Springbrook Holding Company, LLC shall replace any previously used Springbrook contracting entities as successor in interest of Springbrook.</li> <li>- As applicable, unless otherwise specified in this order form (e.g., as a result of the purchase of additional modules and/or conversion to SaaS, in each case to be agreed upon in writing between Springbrook and Customer), Customer shall have the same rights to Springbrook's Software based on Springbrook's new, consolidated SKUs that would otherwise exist as the result of a contract renewal between Springbrook and Customer.</li> </ul> |
| Payment Terms          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Currency               | USD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Invoice Date           | Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Payment Due Date       | Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Special Payment Terms  | None unless otherwise specified in this section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

DocuSign Envelope ID: 46E5FDB8-7260-4A67-8CC7-2FFC7D851420



## ST. HELENA, CA - CITY OF – ORDER FORM

| Accounts Payable Contact Information <i>(Required)</i>                                                                                                                                                                                                                                                       |                                                                                                                                     |                                      |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------|
| First Name                                                                                                                                                                                                                                                                                                   |                                                                                                                                     | Last Name                            |                          |
| Title                                                                                                                                                                                                                                                                                                        |                                                                                                                                     |                                      |                          |
| Phone Number                                                                                                                                                                                                                                                                                                 |                                                                                                                                     |                                      |                          |
| Email Address:                                                                                                                                                                                                                                                                                               |                                                                                                                                     |                                      |                          |
| Billing Address                                                                                                                                                                                                                                                                                              |                                                                                                                                     |                                      |                          |
| Delivery Address                                                                                                                                                                                                                                                                                             |                                                                                                                                     |                                      |                          |
| Method of Invoicing                                                                                                                                                                                                                                                                                          | All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. |                                      |                          |
| Special Invoicing Need                                                                                                                                                                                                                                                                                       |                                                                                                                                     |                                      |                          |
| Signature Section <i>(Required)</i>                                                                                                                                                                                                                                                                          |                                                                                                                                     |                                      |                          |
| Vendor                                                                                                                                                                                                                                                                                                       | Springbrook Holding Company, LLC                                                                                                    | Customer                             | ST. HELENA, CA - CITY OF |
| Signed By                                                                                                                                                                                                                                                                                                    |                                                    | Signed By                            |                          |
| Date                                                                                                                                                                                                                                                                                                         | 5/24/2019                                                                                                                           | Date                                 |                          |
| Title of Authorized Signatory                                                                                                                                                                                                                                                                                | Sales manager                                                                                                                       | Title of Authorized Signatory        |                          |
| Name (Print) of Authorized Signatory                                                                                                                                                                                                                                                                         | J Douglas Smith                                                                                                                     | Name (Print) of Authorized Signatory | April Mitts              |
| Additional Signatures Section <i>(Optional)</i>                                                                                                                                                                                                                                                              |                                                                                                                                     |                                      |                          |
| Customer                                                                                                                                                                                                                                                                                                     |                                                                                                                                     | Customer                             |                          |
| Signed By                                                                                                                                                                                                                                                                                                    |                                                                                                                                     | Signed By                            |                          |
| Date                                                                                                                                                                                                                                                                                                         |                                                                                                                                     | Date                                 |                          |
| Title of Authorized Signatory                                                                                                                                                                                                                                                                                |                                                                                                                                     | Title of Authorized Signatory        |                          |
| Name (Print) of Authorized Signatory                                                                                                                                                                                                                                                                         |                                                                                                                                     | Name (Print) of Authorized Signatory |                          |
| Purchase Order Reference <i>(Optional)</i>                                                                                                                                                                                                                                                                   |                                                                                                                                     |                                      |                          |
| If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. |                                                                                                                                     |                                      | PO# (If required):       |



## **CITY OF ST. HELENA**

### **RESOLUTION No. 2019-**

**Resolution of the Council of the City of St Helena Authorizing the FY 2019-20 Springbrook (An Accela Company) Service Agreement for Financial Software Services for \$29,335 and a contingency up to \$5,000 for additional services, if needed, for a total not-to-exceed amount of \$34,335 for FY 2019-20 and authorizing the City Manager to execute the agreement and any contingency agreements up to \$34,335**

#### **RECITALS**

- A. In 2008, the City requested proposals to change financial and utility billing software and Springbrook was selected from this process and was awarded the contract via Resolution 2018-1; and
- B. This contract includes annual maintenance fees and auto renewal unless either party gives not less than thirty days written notice of termination; and
- C. The City has been utilizing the auto-renewal since 2009; and
- D. Recently, Springbrook was acquired by Accela and this transition has been realtively seamless to staff as the product and functionalities have not changes, other than normal updates; and
- E. The renewal process with Accela requires the City to sign an annual "Order Form" confirming the maintenance renewal amounts; and
- F. The maintenance renewal amount for FY 2019-20 is \$29,335 which has been budgeted in the FY 2019-20 Operations Budget; and
- G. From time to time, it is necessary for Finance staff to request from Springbrook speciality items or training during the course of the year for an additional cost; and
- H. A contingency amount of \$5,000 will be available for additional services, if necessary for FY 2019-20.

#### **RESOLUTION**

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

- 1. Approves of the FY 2019-20 Springbrook (An Accela Company) "Order Form" service agreement for financial software maintenance services for \$29,335; and
- 2. Approves a contingency amount of up to \$5,000, if needed for a total FY 2019-20 amount not-to-exceed \$34,335; and

3. The City Manager, or designee, is hereby authorized to execute the FY 2019-20 Order Form and any contingency Orders.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Knudsen:    | _____ |
| Councilmember Chouteau:   | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution approving a one-year agreement with MarinIT to provide Information Technology services for an amount of \$82,500; provide systems upgrades and replacement, cloud backup services and software licenses for an additional amount of \$60,325, and a contingency of \$8,250 for unanticipated services or repairs for a total contract amount to MarinIT not to exceed of \$151,075.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Kathy Robinson, Human Resources & IT Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

An informal solicitation of proposals was conducted in 2012 and MarinIT was selected from this process. The City has contracted with MarinIT for the past eight years to provide 24/7 network support as well as workstation/desktop maintenance. In FY 2017-18 the City added additional support services for the new VoIP phone system that the City implemented in December of 2017. On June 26, 2018 the City Council approved a one-year contract for MarinIT to continue to provide citywide information technology (IT) support for the City.

**DISCUSSION**

The City is satisfied with the services provided and recommends continuing to contract with Marin IT for its citywide IT services. The services the City current receives from MarinIT includes: (1) General IT support services, (2) Facilitation of annual licensing, warranty, and, software renewals; and (3) Management and implementation of various annual IT needs. Each of these are areas are detailed below:

### IT Support Services

The IT support services contract is for a period of one year beginning July 1, 2019 through June 30, 2020 in an amount of \$82,500, which represents a 3% increase from FY 2018-19 annual support contract.

### Facilitation of Annual Licensing, Warranty, and Software Renewals

The City's systems require annual licensing, warranty and software renewals and the City desires to continue to have Marin IT facilitate these renewals for an amount not to exceed \$32,525 breakdown as follow:

|                                                                                                     |                  |
|-----------------------------------------------------------------------------------------------------|------------------|
| Cloud Data Backup/SPAM Filter                                                                       | 8,500.00         |
| Annual Office 365 Subscription                                                                      | 13,500.00        |
| Server License for L-Fiche                                                                          | 700.00           |
| VEEM Licensing Subscriptions                                                                        | 3,340.00         |
| Extended Warranties (Cisco wireless controller, Cisco SAN switch, Cisco servers and Compellent SAN) | 6,485.00         |
| <b>TOTAL</b>                                                                                        | <b>32,525.00</b> |

### FY 2019-20 Citywide IT Project Needs:

#### Citywide Cabling Upgrades

The Firehouse and Police Department dispatch center have older CAT5 cables and/or CAT5 cables that have been split, both of which impede speed and connectivity. Both location require four new cable drops for a total of \$2,500.

#### Network Switches

The original Cisco switches at City Hall, Recreation building, and Public Works Administration building (Railroad Avenue locations) were in place prior to the initial contract with MarinIT. These switches are near end-of-life and are causing continued random port errors and resets. Leaving the aging system in place will leave staff exposed to continued errors and resets, or complete failure. Failure would prevent access to the City's core network, SAN and render the VoIP system inaccessible. Total cost to replace this switch is \$4,200.

The switches at both locations will require segmentation between voice and data traffic to initiate protocols that gives priority to voice traffic. In the current environment, the switches are unmanaged, single-layer devices that are incapable of serving multiple VLAN networks. Total cost to replace is \$3,700.

#### Police Department Core Upgrades

The Police Department core server was installed the summer of 2008 and the warranty is not renewable. The core runs on an older version of Microsoft server and, starting

August of 2019, will no longer be supported by Microsoft. Total cost to upgrade this server is \$17,400.

**Contingency**

A 6% contingency of \$8,250 is included in the budget to account for unforeseen services or repairs.

The total contract amount to MarinIT will not exceed \$151,075.

**FISCAL IMPACT**

Total fiscal impact is \$151,075 and has been included in the Fiscal Year 2019-20 annual budget.

**RECOMMENDED ACTION**

Staff recommends City Council approve a resolution approving a one-year agreement with MarinIT to provide Information Technology services for a total not-to-exceed cost of \$151,075.

**ATTACHMENTS**

[2019-06-25 Marin IT Services RESO](#)

[COSH Contract FY19-20\(signed\)](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-XX**

**Approving a one-year agreement with MariniT to provide Information Technology services for an amount of \$82,500; provide systems upgrades and replacement, cloud backup services and software licenses for an additional amount of \$60,325, and a contingency of \$8,250 for unanticipated services or repairs for a total contract amount to MariniT not to exceed of \$151,075 for FY 2019-20**

**RECITALS**

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

**RESOLUTION**

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

- 1. The City Council approves the Agreement with MariniT for a total not to exceed amount of \$151,075; and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019 by the following vote:

**Mayor Ellsworth:**

**Vice Mayor Dohring:**

**Councilmember Koberstein:**

**Councilmember Chouteau:**

**Councilmember Knudsen:**

APPROVED:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Tzafopoulos, City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on June 25, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MariniT Consultant).

### **RECITALS:**

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Information Technology support services with additional support with cloud backup services, software licenses and warranty renewals, and provide systems upgrades and replacement.**

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

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

### **SECTION 1 – BASIC SERVICES**

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

### **SECTION 2 – ADDITIONAL SERVICES**

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

### **SECTION 3 – TIME FOR COMPLETION**

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

### **SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed **\$151,075**, unless additional compensation is approved in accordance with Section 2.

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

Page 1 of 14

MariniT PSA Template 052319



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

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

#### **SECTION 5 – STANDARD OF PERFORMANCE**

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

B. In order to induce Owner to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

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

#### **SECTION 7 – INSURANCE REQUIRED**



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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$2,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$2,000,000** per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least **\$2,000,000** of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least **\$2,000,000** of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. 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.



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

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

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall 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.

I. 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.

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

## **SECTION 8 – INDEMNIFICATION**

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out



of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of Owner and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

#### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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



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

#### **SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES**

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

#### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product

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MariniIT PSA Template 052319



shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

#### **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

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

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

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

#### **SECTION 13 – SUSPENSION OF WORK**

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



#### **SECTION 14 – COMPLIANCE WITH LAW**

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

#### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

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

#### **SECTION 16 – AUDIT AND INSPECTION OF RECORDS**

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after



Owner makes the final or last payment or within three (3) years after any pending issues between Owner and Consultant with respect to this Agreement are closed, whichever is later.

#### **SECTION 17 – LIMITATION OF LIABILITY**

A. Consultant agrees that any liability of Owner arising in connection with this Agreement shall be limited exclusively to the Owner-entity identified as the “Owner” under this Contract. Under no circumstance shall any other Owner-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other Owner-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

#### **SECTION 18 – COOPERATION BY CITY**

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

#### **SECTION 19 – NOTICES**

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

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

To Consultant:            MarinIT  
                                      366 Bel Marin Keys Blvd.  
                                      Novato, CA 94939  
                                      415.842.3275

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

## **SECTION 20 – TERMINATION**

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

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

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

## **SECTION 21 – ATTORNEYS' FEES**

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

## **SECTION 22 – ENTIRE AGREEMENT**

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

## **SECTION 23 – SUCCESSORS AND ASSIGNS**

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

## **SECTION 24 – CONTINUITY OF PERSONNEL**

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

## **SECTION 25 – DEFAULT**



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

#### **SECTION 26 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

#### **SECTION 27 – LAW TO GOVERN; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

#### **SECTION 28 – SEVERABILITY**

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

#### **SECTION 29 – THIRD PARTY BENEFICIARIES**

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that Owner is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

#### **SECTION 30 – STATUTES OF LIMITATION**

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

**SECTION 31 – SPECIAL PROVISIONS**

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

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

Consultant:

City:

By: Timothy Bush  
 Name: Timothy Bush  
 Title: Director - Accounts/OPS.

By: \_\_\_\_\_  
 Name: Mark T. Prestwich  
 Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
 Name: Michael G. Biddle  
 Title: City Attorney





**Exhibit A**  
**“Scope of Services”**

**Exhibit B**  
**“Compensation”**

## Exhibit A, "Scope of Services"



### Information Technology Support Agreement - 7/1/2019 to 6/30/2020

286 Bel Marin Keys Blvd.  
 Novato, CA 94925  
 415.842.3275 Tel  
 415.842.3270 Fax  
 www.marin.it.com

**Regarding:** IT Support – City of St. Helena  
**From:** Tim Bush  
**Date:** February, 2019

**To:** Kathy Robinson  
 1480 Main St.  
 St. Helena, Ca 94574

Kathy,

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

### Section 1 – IT support Scope of Work

#### **Marin IT, Inc. Responsibilities**

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

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

Marin IT technicians are expected to work with the City of St. Helena in supporting the network.  
 Marin IT will use the City's ticketing system to log and track all service requests



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

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

### **Client Responsibilities**

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- The City of St. Helena will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client is responsible for providing reasonable/timely access to all buildings, offices, devices, laptops, MDC, smart phones, tablets, etc.

### **Change / System Upgrade Process**

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

### **Pricing/Rate Schedule/Invoicing**

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





Our total charge for this service will be \$82,500 broken into 12 monthly payments of \$6,875.00. This rate includes 16 hours of regular on-site service each week during the term of the agreement. Hours for support services in excess of the regularly scheduled hours will be invoiced at a discounted rate of \$120 per hour (Marin IT's standard rate for support services is \$145 per hour). The rates noted here are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime, nights, weekends or holidays will be billed at 1 ½ times the regular rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$145 to \$250 per hour.

## **Section 2 – Cloud Backup and SPAM Filtering**

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

## **Section 3 – New Switches – City Hall, Pub Worx, Rec Dept**

The original Cisco Switch that was in place when Marin IT began servicing COSH is outdated and is beginning to show signs of old age (random port errors and resets). If it fails, access to the core network – servers, SAN, and VoIP will stop & we would not be able to bring you back on line until a new one was installed. The estimated cost to replace this switch is \$4200

We need to segment the voice and data traffic in both offices to provide better throughput and initiate protocols that will give priority to voice traffic. The Switches in both locations are unmanaged, single-layer devices that are incapable of serving multiple VLAN networks. The estimated cost to replace them is \$3700

## **Section 4 – Police Dept – Core Upgrades**

The core server that runs the PD network was installed in the summer of 2008 & the warranty can no longer be renewed. Additionally, the version of MS server it runs is no longer supported by Microsoft beginning in August 2019 so we have to upgrade to a new version. It is not capable of running newer version of MS Server. The other PD server was installed in late 2013. We are recommending you replace this as well because the hardware is getting old, however it can wait one more budget cycle if necessary. It is possible to renew the warranty for 1 year, but it will not be eligible for renewal after that. Regarding storage, the PD is quickly approaching full capacity on old hardware. Rather than transferring that data to the City SAN and limiting City Hall growth, it is more cost effective to purchase their own expandable storage array. The cost difference is roughly \$2300 in St. Helena's favor.



Part of the upgrade process would include moving the PD CAD system (RIMS) to the new servers, Sunridge Systems (software manufacturer) charges about \$2400 to do this – Marin IT is not allowed to do it.

The PD network switch is also at capacity – more network ports are needed. Adding them will allow us to clean up the PD network and make them more secure and scalable.

The total cost for all the suggested upgrades is roughly \$25,400. If COSH chooses to replace only 1 server, the cost would be roughly \$17,400.

**Cost Summary:**

|                                                                                |   |             |
|--------------------------------------------------------------------------------|---|-------------|
| ● Annual Support Contract                                                      | - | \$82,500.00 |
| ● Cloud Data Backup/SPAM Filter                                                | - | \$8500.00   |
| ● Annual Office 365 Subscription                                               | - | \$13,500.00 |
| ● Server License for L-Fiche                                                   | - | \$700.00    |
| ○ Server was provisioned but a license was never purchased                     |   |             |
| ● Extended warranties                                                          | - | \$6485.00   |
| ○ Cisco Wireless Controller (\$500)                                            |   |             |
| ○ Cisco SAN Switch (\$1000)                                                    |   |             |
| ○ (2) Cisco Servers (\$900)                                                    |   |             |
| ○ Compellent SAN (\$4035)                                                      |   |             |
| ● Licensing subscriptions -                                                    | - | \$3340.00   |
| ○ Veeam Backup Software (\$2800)                                               |   |             |
| ● Cabling –                                                                    |   | \$2500.00   |
| ○ Up to 4 new cables @ firehouse                                               |   |             |
| ○ Up to 4 new cables @ PD Dispatch (need 2 more and 2 are bad)                 |   |             |
| ● New Network Switches                                                         | - | \$7900.00   |
| ○ Teen Center and Public Works                                                 |   |             |
| ○ City Hall                                                                    |   |             |
| ● Police Dept Upgrades                                                         | - | \$17,400.00 |
| ● Contingency for Emergencies/unbudgeted projects/misc. hardware or software - |   | \$8,250.00  |

**Grand total with contingency - \$151,075.00**





## Warranties and Limitations of Liability

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

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

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

## Termination of Agreement

- **Discretionary.** After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.
- **Return of Documents.** Upon termination, any and all documents or materials provided to Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of St. Helena representative as soon as possible, but not later than thirty (30) days after termination.



**Non-Solicitation**

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

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Timothy R. Bush".

Timothy R. Bush

Marin IT, Inc.

Accepted By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution approving the MOU between the City of Saint Helena and Napa Special Investigations Bureau (NSIB) which: **provides Enforcement, Intelligence, and Education to the City of Saint Helena, the Saint Helena Police Department, and the community; investigates illegal use, sales and manufacturing of drugs, human trafficking, sex registrants, and prohibited persons possessing firearms; and shares Asset Forfeiture money.**

**CEQA** Not a CEQA project  
**Determination:**

**Prepared By:** Chris Hartley

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

Napa Special Investigations Bureau has provided services to the City of Saint Helena and the Saint Helena Police Department through a Memorandum Of Understanding since its inception in the early 1970's.

**DISCUSSION**

The NSIB provides the Saint Helena Police Department with assistance and training with in depth undercover operations. NSIB is comprised of members from every agency within the Napa County. The Saint Helena Police Chief sits on the Board of Directors of NSIB. The Term of this agreement shall remain in effect until terminated by any party. Any party may withdraw from this agreement by giving notice in writing at least 30 days prior to the effective date of withdrawal to the governing board Chairperson.

**FISCAL IMPACT**

Per the terms of the MOU, Attachment 1, the City of St. Helena is responsible for 50% of the cost of one secretarial position which comes from the COPS Fund. The costs for the position will increase incrementally dependent on salary and benefits. The cost for FY 2018-19 is \$43,340 and is included in the annual operating budget. In return, we receive NSIB services and 8% of all county wide asset forfeiture funds which is approximately \$8,500 annually.

**RECOMMENDED ACTION**

Recommend Council Approval

**ATTACHMENTS**

[2019 NSIB MOU](#)

[Resolution - NSIB MOU](#)

Napa Special Investigations Bureau  
Memorandum of Understanding

Effective: February 28, 2019



Memorandum of Understanding  
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### Memorandum of Understanding

This Memorandum of Understanding ("MOU" or "Agreement") establishing the Napa Special Investigations Bureau task force is entered into by the following parties: The County of Napa ("County"), a political subdivision of the State of California, and the cities of Napa, St. Helena and Calistoga, each a municipal corporation (collectively "parties"). The following agencies of the parties shall participate in the Napa Special Investigations Bureau task force and shall be referred to collectively as the "participating agencies."

Napa County Sheriff's Department

Napa Police Department

Napa County District Attorney's Office

St. Helena Police Department

Calistoga Police Department

Napa County Probation Department

California Highway Patrol

Any other allied state, federal or local law enforcement agency that has made a commitment of resources and /or manpower.

This Agreement supersedes and replaces Napa County Agreement No. 1684, its amendments and any other prior agreements among all or some of the parties relating to the establishment and operation of the Napa Special Investigations Bureau.

**WHEREAS**, the parties have previously entered into a Memorandum of Understanding establishing the Napa Special Investigations Bureau (hereinafter "Bureau"), a multi-agency law enforcement task force to provide integrated law enforcement resources and investigative efforts across jurisdictional boundaries within the county for the purpose of preventing and controlling the illegal use, trafficking, cultivation, and manufacturing of narcotics and dangerous drugs within the County; investigate human trafficking / vice (no immigration violations will be investigated); problematic and high value offenders; high risk sex offenders; supervised release / arrest warrants; and compliance of prohibited persons and registered owners of firearms within the County; and

**WHEREAS**, the Bureau was funded from March 1, 1976, through and including June 20, 1979, by a grant from the California Office of Criminal Justice Planning; and

**WHEREAS**, said funding has been discontinued; and

**WHEREAS**, the parties have determined that the Bureau serves a valuable public purpose and have decided to share the cost of its continued operations.

**WHEREAS**, the parties would like to expand the scope of task force operations to include the investigation and prevention of major crimes.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:****PURPOSE**

The purpose of this Agreement is to set forth the responsibilities of the participating agencies as they relate to the Bureau. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws to reduce the trafficking of controlled substances in Napa County. The Bureau will also assist in the investigation of major crimes impacting Napa County and residents within the County. Such crimes may include but are not limited to high risk probation and supervised release / arrest warrant matters, human trafficking / vice issues, high risk sex offenders, problematic offenders, compliance of prohibited / registered firearms owners, as well as investigative and operational support. Additionally, the Bureau will act as a resource to other local law enforcement agency members by facilitating the sharing of information on emerging trends and criminal activity. Use of this task force concept is intended to ensure well-coordinated investigations of major crimes and drug enforcement and to increase the flow of intelligence information between the various law enforcement agencies.

**MISSION**

The primary mission of the Bureau will be to significantly diminish the availability and illegal use, sales, and manufacturing of drugs; investigate human trafficking / vice; identify problematic offenders and sex registrants; and prohibited persons possessing firearms; in the City of Napa, City of St. Helena, City of Calistoga, City of American Canyon, the Town of Yountville, and the County of Napa, California, and to apprehend the responsible offenders, thereby increasing public safety.

**OBJECTIVES**

The Objectives of the Bureau shall be threefold:

- A. ENFORCEMENT** - The Bureau shall concentrate on investigating offenders throughout the County including but not limited to drug trafficking; human trafficking/vice; high risk sex offender registrants; high risk supervised release searches; including problematic offenders and prohibited / registered owners' firearms compliance. No immigration violations will be investigated.
- B. INTELLIGENCE** - The Bureau will work collaboratively with other local law enforcement agency personnel by sharing information and shall disseminate relevant intelligence on suspected criminal activity to appropriate law enforcement personnel.
- C. EDUCATION** - The Bureau shall engage in public education and awareness related to drug trends, human trafficking and general trends in criminal activity.

**GOVERNING BOARD**

The Bureau will be governed by a "Governing Board." The Governing Board shall consist of the Sheriff of the County, the District Attorney, the Chief Probation Officer of the County, the Chiefs of Police of each city which is a party to this Agreement, and any other Participating Agency (i.e. California Highway Patrol) that has made a commitment of resources and manpower for an agreed upon time period.

**Governing Board Chairperson** - The Governing Board will be headed by a Chairperson. The Chairperson will serve a two year term beginning on July 1, 2020. Elections will be held in May of every other year to pick a successor Chairperson who will begin the term in July of that year. In the event of the departure of the Chairperson prior to completion of his/her term, a successor will be elected to fulfill the term of the departing Chairperson.

**Governing Board Vice Chairperson** - The Governing Board will have a Vice Chairperson who will fill in during the Chairperson's absence. The Vice Chairperson will serve a term beginning on July 1, 2020. Elections will be held in May of every other year to pick a successor Vice Chairperson who will begin his/her term in July of that year. In the event of the departure of the Vice Chairperson prior to completion of his/her term, a successor will be elected to fulfill the term of the departing Vice Chairperson.

**Vote** - Each member of the Governing Board will have one equal vote in the process.

**Role** - The Governing Board shall meet on a quarterly basis for the purpose of reviewing the activities of the Bureau. The Governing Board shall have general responsibility for the oversight of Bureau operations.

**Policy Authority** - The Governing Board shall be responsible for Bureau policies and operating procedures. The Board shall periodically review and evaluate Bureau operations, goals, objectives, policies and procedures. In the absence of Bureau policy on a specific matter, or in the event a Bureau policy conflicts with his/her employing agency's policy, the affected personnel shall follow the policy of his/her employing agency.

#### **MANAGEMENT AND SUPERVISION**

Management of the Bureau shall be the responsibility of the Bureau Commander. The Bureau Commander shall retain overall managerial control of the personnel assigned to the Bureau.

A Sergeant will be mutually agreed upon by the Napa Police Department Chief and the Napa County Sheriff and will assume the responsibility of daily supervision of the Bureau.

#### **NAPA SPECIAL INVESTIGATIONS BUREAU COMMANDER**

A Lieutenant or Captain from either the Napa Police Department or the Napa County Sheriff's Department shall serve as Bureau Commander and shall be responsible for managing the Bureau. The Commander will report to the Governing Board through the Chairperson of the Governing Board. The Commander will be mutually agreed upon by Napa Police Department Chief and the Napa County Sheriff and with approval of the Governing Board. The Bureau Commander will provide the Governing Board with quarterly and annual reports of Bureau activities. Any person assigned to the Bureau shall work under the immediate management and direction of the Bureau Commander and shall adhere to the Bureau's published policies and procedures.

Whenever the Bureau Commander is unavailable, the Bureau Sergeant will act in his/her place. If the Bureau Commander and Sergeant are unavailable at the same

time, the Commander will make arrangements with a member of either Napa County Sheriff's Department or the Napa Police Department administration to provide oversight of the Bureau.

#### **COMPENSATION**

Each member agency is responsible for the costs of its respective personnel assigned to the Bureau. Such costs include but are not limited to salaries, overtime, worker's compensation insurance and other benefits in accordance with state and federal laws. All persons assigned by a party to the Bureau to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to that person as an agent or employee of that party and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to employees or agents of any other party to this Agreement.

#### **BUDGET**

The Bureau Commander will prepare a proposed budget each year (date to be determined by the Governing Board) for the ensuing fiscal/calendar year for approval by the Governing Board. A quarterly report of expenditures shall accompany the quarterly statistical report submitted to the Governing Board as outlined in the Policy & Procedure Manual.

#### **TRAINING**

Training is handled by participating agencies according to their individual budgets. Each participating agency shall ensure that their minimum mandated trainings are completed for personnel participating in task force operations. A yearly training plan for all task force personnel, sworn and professional, shall be prepared upon their assignment to the task force. In addition, a yearly group training plan shall be prepared and submitted with the task force yearly budget proposal.

NSIB will pay for its detectives' registration and travel costs related to training. Parent agencies will be responsible for paying costs related to lodging and per diem.

#### **ANNUAL REPORT**

The Bureau Commander will provide the Governing Board with an annual report of activity no later than March 15 of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the Governing Board to reassess task force goals and objectives.

#### **RESOURCES**

During the term of this Agreement, each of the agencies listed in Exhibit A shall contribute to the Bureau those personnel and/or resources described in Exhibit A, attached hereto and incorporated herein by reference. Additionally, participating agencies are allowed to provide personnel or other resources annually.

#### **FACILITIES, EQUIPMENT AND PROPERTY**

The Bureau will report to and operate out of a facility mutually agreed upon by participating agencies. Funds from the Bureau's annual operating budget or asset forfeiture funds will be used to procure equipment not provided by employing agencies.



In the event this MOU is terminated, any balance of a facility's lease agreement (or any contractual agreement) will be shared on a pro-rata basis by the participating agencies in this MOU, or paid with asset forfeiture funds.

Any equipment purchased with task force or seized funds, which is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to the Bureau, shall be repaired or replaced by the agency of the responsible employee at the determination of the Bureau Commander.

All Bureau office telephone systems will be installed and maintained by the entity providing the workspace. The Bureau, pursuant to its yearly budget, will cover payment of all communications costs.

All Bureau evidence will be stored at the location from where the Bureau operates and/or Napa County Sheriff's Department or Napa Police Department.

All Bureau computer equipment, vehicle radios, or any property or equipment purchased by the State of California Office of Emergency Services (OES) pursuant to anti-drug abuse grants on behalf of the City of Napa or County of Napa, or property otherwise purchased by another agency with grant funding assigned or loaned to the Bureau, shall remain the property of OES until such time as all grant property ownership is transferred to the City of Napa, County of Napa, or other agency. All such property will remain the property of the grantee, i.e., the agency to which the property is given by OES.

All Bureau CLETS, computer assisted dispatch (CAD), I/LEADS records management system (RMS) computer systems and equipment is owned by the City of Napa and the County of Napa. All automated computer systems are controlled and managed by the Napa County Information Technology Systems (ITS) and the City/County Dispatch Program Manager.

In the event of the termination of the Bureau, all property purchased with Bureau funds will be distributed on a pro-rata basis according to the formulas set forth in Exhibit A to this MOU, to the Napa County Sheriff's Department, the Napa Police Department, the Calistoga Police Department and the St. Helena Police Department.

#### **REVOLVING FUND**

The Governing Board may, by resolution, establish a revolving fund, with monies from the participating agencies as included in the mutually approved budget. The revolving fund shall be used as an undercover fund in order to provide the necessary flexibility to enable the Bureau to proceed with investigations. Use of the revolving fund is subject to policies as set forth in the Bureau Policy and Procedure Manual.

#### **ASSET FORFEITURE**

Based on the attached asset forfeiture allocation (see Exhibit A), proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Bureau, will be shared equitably among member agencies. The equitable sharing will be based upon the attached formula developed by the Governing Board. All forfeiture procedures and sharing will be based upon applicable provisions of state

and/or federal law and policy. Modification to the asset forfeiture agreement requires approval in writing by the Governing Board.

#### **EXAMINATION AND AUDIT**

Any and all records pertaining to Napa Bureau expenditures shall be readily available for examination and audit by any participating agency. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after termination of the Agreement.

#### **INSPECTION PROCESS**

It is the policy of the Governing Board to maintain a formal administrative inspection program. This program requires inspections of the Bureau once every 4 years, with follow-up inspections, if necessary, within six (6) months. Copies of the inspection report will be delivered to the Bureau Commander and the Chairperson of the Governing Board.

At change of command, an audit of the controlled substance evidence (if applicable), undercover funds, confidential informants, and specialized equipment shall be performed and provided to the Chairperson of the Governing Board.

#### **RESPECTIVE RESPONSIBILITIES/INDEMNIFICATION**

For the purpose of indemnification, each participating agency of the Bureau shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the services and activities of those officers while participating in Bureau activities. Personnel assigned to the Bureau shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

To the full extent permitted by law, the parties shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

#### **POLICY AND PROCEDURE MANUAL**

It is agreed that all members of the task force shall abide by the applicable policies and procedures as expressed in the Bureau's Policy and Procedure Manual, which is specific in content to the needs, objectives and goals of the Bureau. In the absence of Bureau policy on a specific matter, or in the event a Bureau policy conflicts with his/her employing agency's policy, the affected personnel shall follow the policy of his/her employing agency.

**TERM OF AGREEMENT**

The term of this Agreement shall begin on February 28, 2019, until terminated earlier by the parties in accordance with the timelines set forth in this paragraph; except that the obligations of the parties under Paragraph XVII (Respective Responsibilities/Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. Any party may withdraw from this Agreement by giving notice in writing to the Governing Board Chairperson at least thirty (30) days prior to the effective date of the withdrawal. If any changes occur (for example, withdrawal of a participating agency and/or addition of a new participating agency) a new MOU must be submitted within thirty (30) calendar days of the change. The Bureau will only be responsible for financial obligations incurred by task force participating agencies during the term of this Agreement. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

**AUTHORIZATION**

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated. This MOU will become effective February 28, 2019.

|                                                                                         |                                                                                                           |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| ATTEST: TIFFANY CARRANZA<br>Napa City Clerk<br><br>By: _____                            | CITY OF NAPA, a municipal corporation<br><br>By: _____<br>ROBERT PLUMMER, Chief<br>Napa Police Department |
| Approved As To Form:<br><br>By: _____<br>MICHAEL BARRETT, City Attorney                 |                                                                                                           |
| ATTEST: Irene Camacho-Werby<br>Calistoga City Clerk<br><br>By: _____                    | CITY OF CALISTOGA<br><br>By: _____<br>CHRIS CANNING, Mayor                                                |
| Approved As To Form:<br><br>By: _____<br>MICHELLE KENYON, City Attorney                 |                                                                                                           |
| ATTEST: CINDY Tzafopoulos<br>St. Helena City Clerk<br><br>By: _____                     | CITY OF ST. HELENA<br><br>By: _____<br>GEOFF ELLSWORTH, Mayor                                             |
| Approved As To Form:<br><br>By: _____<br>THOMAS BROWN, City Attorney                    |                                                                                                           |
| ATTEST: JOSE LUIS VALDEZ<br>Clerk of the Board<br><br>By: _____                         | COUNTY OF NAPA<br><br>By: _____<br>RYAN GREGORY, Chairman<br>Napa County Board of Supervisors             |
| Approved As To Form:<br><br>By: _____<br>SILVA DARBINIAN<br>Chief Deputy County Counsel | CALIFORNIA HIGHWAY PATROL<br><br>By: _____<br>JOHN BLENCOWE, Captain<br>Napa Area Office                  |

**ATTACHMENT A****DISTRIBUTION OF ASSET FORFEITURE FUNDS**

|                                  |   |     |
|----------------------------------|---|-----|
| Napa Police Department           | @ | 35% |
| Napa County Sheriff's Department | @ | 35% |
| Calistoga Police Department      | @ | 8%  |
| St. Helena Police Department     | @ | 8%  |
| Napa County Probation Department | @ | 5%  |
| California Highway Patrol        | @ | 9%* |

\*On an annual fiscal year (FY) basis CHP's initial share of asset forfeiture will be split between, and distributed to, the NSD and NPD to cover operational and vehicle costs, as identified by NSD and NPD, related to CHP's participation. All FY asset forfeiture proceeds in excess of the operational and vehicle costs will be distributed to CHP in accordance with this asset forfeiture formula. For example, NSD and NPD have identified 2014/2015's operational and vehicle costs to be \$17,200. Accordingly, the first \$17,200 of CHP's portion of this FY's asset forfeiture proceeds will be distributed to NSD and NPD. All FY asset forfeiture proceeds in excess of \$17,200 will be distributed to CHP.

California Health & Safety (H&S) code §11489 governs the distribution of forfeited property.

- (A) Sixty-five percent to the state, local, or state and local law enforcement entities that participated in the seizure distributed so as to reflect the proportionate contribution of each agency.
- (i) Fifteen percent of the funds distributed pursuant to this subparagraph shall be deposited in a special fund maintained by the county, city, or city and county of any agency making the seizure or seeking an order for forfeiture. This fund shall be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, and shall wherever possible involve educators, parents, community-based organizations and local businesses, and uniformed law enforcement officers. Those programs that have been evaluated as successful shall be given priority. These funds shall not be used to supplant any state or local funds that would, in the absence of this clause, otherwise be made available to the programs.

It is the intent of the Legislature to cause the development and continuation of positive intervention programs for high-risk elementary and secondary school age students. Local law enforcement should work in partnership with state and local agencies and the private sector in administering these programs.

- (ii) The actual distribution of funds set aside pursuant to clause (i) is to be determined by a panel consisting of the sheriff of the county, a police chief selected by the other chiefs in the county, and the district attorney and the chief probation officer of the county.

**PERSONNEL AND RESOURCES**Napa Sheriff's Department

- One Sheriff's Lieutenant
- Two Sheriff's Deputies
- Three undercover police vehicles
- Evidence storage
- 50% financial contribution to budget (services and supplies) pursuant to fiscal year budget
- Specialists funded through the Federal A.D.A Grant
- Standard compliment of investigative and safety equipment and vehicle radios



Napa Police Department

- One Police Sergeant
- Two Police Officers
- Three undercover vehicles
- 50% financial contribution to budget (services and supplies) pursuant to fiscal year budget
- Standard compliment of investigative and safety equipment and vehicle radios

District Attorney's Office

- Miscellaneous legal support and prosecution services

St. Helena / Calistoga Police Departments

- 50% each – cost of one secretarial position

Napa County Probation Department

- One Deputy Probation Officer
- One undercover vehicle
- Standard complement of investigative and safety equipment and vehicle radio

California Highway Patrol

- One California Highway Patrol Officer
- Standard compliment of investigative and safety equipment

|                    |               |                                                             |
|--------------------|---------------|-------------------------------------------------------------|
| _____<br>Signature | _____<br>Date | John Robertson, Sheriff<br>Napa County Sheriff's Department |
|--------------------|---------------|-------------------------------------------------------------|

|                    |               |                                                           |
|--------------------|---------------|-----------------------------------------------------------|
| _____<br>Signature | _____<br>Date | Robert Plummer, Chief of Police<br>Napa Police Department |
|--------------------|---------------|-----------------------------------------------------------|

|                    |               |                                                                            |
|--------------------|---------------|----------------------------------------------------------------------------|
| _____<br>Signature | _____<br>Date | Allison Haley, District Attorney<br>Napa County District Attorney's Office |
|--------------------|---------------|----------------------------------------------------------------------------|

|                    |               |                                                              |
|--------------------|---------------|--------------------------------------------------------------|
| _____<br>Signature | _____<br>Date | Tim Foley, Chief of Police<br>Saint Helena Police Department |
|--------------------|---------------|--------------------------------------------------------------|

|                    |               |                                                                 |
|--------------------|---------------|-----------------------------------------------------------------|
| _____<br>Signature | _____<br>Date | Mitchell Celaya, Chief of Police<br>Calistoga Police Department |
|--------------------|---------------|-----------------------------------------------------------------|

|                    |               |                                                                          |
|--------------------|---------------|--------------------------------------------------------------------------|
| _____<br>Signature | _____<br>Date | Mary Butler, Chief Probation Officer<br>Napa County Probation Department |
|--------------------|---------------|--------------------------------------------------------------------------|

|                    |               |                                                                               |
|--------------------|---------------|-------------------------------------------------------------------------------|
| _____<br>Signature | _____<br>Date | John Blencowe, Captain/Area Commander<br>California Highway Patrol, Napa Area |
|--------------------|---------------|-------------------------------------------------------------------------------|

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-**

**Resolution Approving the MOU between the City of Saint Helena and Napa Special Investigations Bureau (NSIB) which Provides Enforcement, Intelligence, and Education to the City of Saint Helena Police Department and the Community; Investigates Illegal Use, Sales, and Manufacturing of Drugs, Human Trafficking, Sex Registrants, and Prohibited Persons Possessing Firearms; and Shares Asset Forfeiture Money.**

**RECITALS**

- A. Napa Special Investigations Bureau (NSIB) has provided services to the City of Saint Helena and the Saint Helena Police Department through a Memorandum of Understanding since its inception in the early 1970's; and
- B. NSIB provides the Saint Helena Police Department with assistance and training with in depth undercover operations; and
- C. NSIB is comprised of members from every agency within Napa County and the Saint Helena Police Chief sits on the Board of Directors of NSIB; and
- D. Saint Helena is responsible for 50% of the cost of one secretarial position;
- E. The Term of the agreement shall remain in effect until terminated by any party in accordance with the MOU.

**RESOLUTION**

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

- 1. Approves the MOU with the City of Saint Helena and the Napa Special Investigations Bureau; and
- 2. Authorizes the Mayor to Authorize the MOU; and
- 3. Authorizes the Chief of Police to sign Attachment A which outlines the distribution of Asset Forfeiture funds and Personnel and Resources.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |
| Councilmember Koberstein: | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a Resolution approving Memorandum of Understandings (MOU) between the St. Helena School District and the City of St. Helena to provide services for an After-School Enrichment Program for the St. Helena Primary and St. Helena Elementary Schools for the period August 1, 2018 – June 30, 2019, and August 1, 2019 - June 30, 2020; total compensation to the City of St. Helena for all services is not-to-exceed \$30,000.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Andre Pichly, Parks & Recreation Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

Since FY 2015-16, the City of St. Helena has contracted with the St. Helena Unified School District to provide After-School Enrichment Programs at the Elementary School. The After-School Enrichment Program provides a warm, caring environment beyond school hours where children have the opportunity to play with school friends. The After-School Enrichment Program offers exciting activities which stimulate children to be healthier and happier which include sports, art activities, drama, dance, and computer exploration. The Recreation Department, school administrators, and teachers desire to continue working together to ensure their After-School Enrichment Program supplement the learning taking place during the school year and utilizing age-appropriate materials and equipment for students.

The 2018-2019 MOU was received back in the fall of 2018; however, the staff member who received the MOU was unaware it needed to be brought to the City Council for approval. In addition, the MOU had a couple of errors that the school district needed to

correct, which was done quickly. These are the reasons that City Council is only now seeing this MOU, in addition to the 2019-2020 MOU.

### **DISCUSSION**

The St. Helena Unified School District, hereinafter referred to as SHUSD, and the St. Helena Recreation Department, hereinafter referred to as SHRD, will continue to work cooperatively to build an asset-based approach to the delivery of services to children, youth, and families. SHUSD and SHRD will implement effective enrichment programming for positive youth development as part of the After-School Enrichment program at St. Helena Elementary and St. Helena Primary.

Students in the After-School Enrichment Program will participate in:

- Arts and Music
- Drama and Dance
- Technology and Robotics
- Science experiments
- Nutrition and fitness activities

### **DESCRIPTION OF PROGRAM SERVICES**

A. The City of St. Helena agrees to:

1. Provide program coordination which includes:
  - > Negotiating agreements with outside agencies
  - > Organizing student registration in conjunction with school site administrators
  - > Developing schedules for all program aspects
2. Release a parent survey at the conclusion of services in 2018-19 to obtain feedback about the program
3. Share results of the parent survey with SHUSD administration
4. Present a report to the Board of Trustees during a regular School Board meeting (date to be determined) that provides an overview of the 2018-19 Enrichment Program

B. SHUSD agrees to:

1. Assist and facilitate advertising the program to students and families
2. Provide payment to the City of St. Helena based on invoices received from outside vendors that provide enrichment opportunities, within the above parameters, not to exceed \$21,430
3. Provide payment to the City of St. Helena for administration of the services under this agreement not to exceed 40%.

### **FISCAL IMPACT**

Total compensation to the City of St. Helena for all services is not-to-exceed \$30,000. This includes up to \$21,430 to reimburse the City for payments to outside vendors who provide the programming and up to \$8,570 paid to the City for costs to administrate the services under this agreement. These amounts have were included in the adopted FY 2018-19 budget.

**RECOMMENDED ACTION**

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

**ATTACHMENTS**

[City of St. Helena SHUSD, MOU, 2018-19](#)

[City of St. Helena-SHUSD MOU 19-20](#)

[2018-19 2019-20 After-School Enrichment MOU Resos](#)





**BOARD OF TRUSTEES**

Jeff Conwell

Maria Haug

Jeannie Kerr

Lisa Pelosi

Julio Olguin

**DISTRICT ADMINISTRATION**

Marylou Wilson, Ed.D.  
SUPERINTENDENT

Chris Heller  
CHIEF ACADEMIC/  
HUMAN RESOURCES OFFICER

Andrea Stubbs  
CHIEF BUSINESS OFFICIAL

**Memorandum of Understanding  
Between  
St. Helena Unified School District  
and  
The City of St. Helena**

The purpose of this MOU is to outline the agreement between the St. Helena Unified School District (SHUSD) and the City of St. Helena as it relates to the payment for the operation of after school enrichment programs for St. Helena Primary School and St. Helena Elementary School for the period August 1, 2018 - June 30, 2019:

Total compensation to the City of St. Helena for all services as described by this agreement shall not exceed \$30,000.

The City of St. Helena agrees to:

- Provide program coordination which includes;
  - o Negotiating agreements with outside agencies
  - o Organizing student registration in conjunction with school site administrators
  - o Developing schedules for all program aspects
- Release a parent survey at the conclusion of services in 2018-19, to obtain feedback about the program.
- Share the results of the parent survey with SHUSD administration.
- Present a report to the Board of Trustees during a Regular Board meeting (date to be determined) that provides an overview of the 2018-19 Enrichment Program.

SHUSD agrees to:

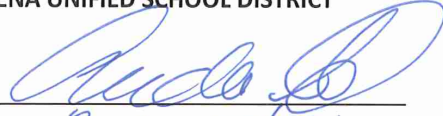
- Assist and facilitate advertising the program to students and families.
- Provide payment to the City of St. Helena based on invoices received from outside vendors that provide enrichment opportunities, within the above parameters, not to exceed \$21,430.
- Provide payment to the City of St. Helena for administration of the services under this agreement, totaling not more than 40% of direct services.

Both parties agree to:

- Meet quarterly with school site administration for program planning, communication, and coordination purposes.

**ST. HELENA UNIFIED SCHOOL DISTRICT**

**CITY OF ST. HELENA**

By: 

By: \_\_\_\_\_

Name: Andrea Stubbs

Name: \_\_\_\_\_

Title: CBO

Title: \_\_\_\_\_

Dated: 8/10/2018

Dated: \_\_\_\_\_



**Memorandum of Understanding  
Between  
St. Helena Unified School District  
and  
The City of St. Helena**

The purpose of this MOU is to outline the agreement between the St. Helena Unified School District (SHUSD) and the City of St. Helena as it relates to the payment for the operation of after school enrichment programs for St. Helena Primary School and St. Helena Elementary School for the period August 1, 2019 – June 30, 2020:

Total compensation to the City of St. Helena for all services as described by this agreement shall not exceed \$30,000.

The City of St. Helena agrees to:

- Provide program coordination which includes;
  - Negotiating agreements with outside agencies
  - Organizing student registration in conjunction with school site administrators
  - Developing schedules for all program aspects
- Release a parent survey at the conclusion of services in 2019-20, to obtain feedback about the program.
- Share the results of the parent survey with SHUSD administration.
- Present a report to the Board of Trustees during a Regular Board meeting (date to be determined) that provides an overview of the 2019-20 Enrichment Program.

SHUSD agrees to:

- Assist and facilitate advertising the program to students and families.
- Provide payment to the City of St. Helena based on invoices received from outside vendors that provide enrichment opportunities, within the above parameters, not to exceed \$21,430.
- Provide payment to the City of St. Helena for administration of the services under this agreement, totaling not more than 40% of direct services.

Both parties agree to:

- Meet quarterly with school site administration for program planning, communication, and coordination purposes.

\_\_\_\_\_  
City of St. Helena

\_\_\_\_\_  
Date

\_\_\_\_\_  
St. Helena USD

\_\_\_\_\_  
Date

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-\_\_**

**Approving 2 MOU's between the St. Helena School District  
and the St. Helena Recreation Department to provide services  
for an After-School Enrichment Program  
for the St. Helena Primary and St. Helena Elementary Schools  
for FY 2018-19, and 2019-20**

**RECITALS**

- A. There is a need in St. Helena community for an After-School Enrichment Program.
- B. The After-School Enrichment Program will provide a warm, caring environment beyond school hours where children have the opportunity to play and socialize with school friends.
- C. The After-School Enrichment Program will also offer exciting activities which stimulate children to be healthier and happier and includes sports, art activities, drama, dance, and computer exploration.
- D. The After-School Enrichment Program has been operating at the St. Helena Elementary for the previous three years. The Recreation department, school administrators, and teachers work together to ensure the After-School Enrichment Program supplements the learning taking place during the school year and utilizing age-appropriate materials and equipment for students.

**RESOLUTION**

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

- 1. The City Council approves both MOU's between the St. Helena School District and the St. Helena Recreation Department to provide services for an After-School Enrichment Program for the St. Helena Primary and St. Helena Elementary Schools for the period of August 1, 2018 through June 30, 2019; and August 1, 2019 through June 30, 2020.
- 2. The City Council authorizes the City Manager to execute the MOU's on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019, by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_

Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and adoption of a Resolution: (1) Awarding the Year 1 Pavement Restoration Project, Capital Improvement Project R19-79 to Argonaut Constructors in the amount of \$773,380.27; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; and (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount.

**CEQA Determination:** Class I Categorical Exemption under Section 15301 of CEQA

**Prepared By:** Edrees Argand, Junior Assistant Engineer

**Reviewed By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

The City of St. Helena is responsible for the maintenance of public streets within the City limits. On May 8, 2018, City Council adopted the Capital Improvement Program (CIP) which included the Pavement Restoration Project, Capital Improvement Project R19-79. The R19-79 Year 1 Pavement Restoration Project includes maintenance of existing streets, including full depth asphalt concrete repairs, pavement grinding, asphalt concrete overlays, slurry sealing, crack sealing, microsurfacing, traffic striping, sidewalk replacement, valley gutters replacement, curb and gutter repairs, and curb ramp upgrades, which does not expand or increase the existing street capacity. The intent of the project is to improve the condition of critical streets within the City of St. Helena and improve on pedestrian and planned bicycle facilities when feasible.

**DISCUSSION**

On May 28, 2019, City Council approved the plans and specifications and authorized staff to advertise for bids.



The Notice to Contractors was also published in the St. Helena Star and Napa Valley Register.

On Wednesday June 19, 2019 at 3:30 PM the City Clerk received 7 sealed bids which were read aloud. The bids were as follows

| <b>Company</b>                             | <b>Total</b> |
|--------------------------------------------|--------------|
| Argonaut Constructors of Santa Rosa        | \$773,380.27 |
| Ghilotti Bros., Inc of San Rafael          | \$809,734.77 |
| Team Ghilotti, Inc of Petaluma             | \$817,141.77 |
| Northwest Paving of Redding                | \$859,327.00 |
| Granite of Ukiah                           | \$868,255.28 |
| J.A. Gonsalves & Son of Napa               | \$896,690.69 |
| Martin Brothers Construction of Sacramento | \$899,621.85 |

A detailed bid tabulation is included as Attachment 2. Argonaut Constructors is the lowest responsible, responsive bid, and holds a valid Class A General Contractor's License No. 171432 in the State of California, with no enforcement actions listed. Their license expires on 12/31/2019. Argonaut Constructors' bid is below the engineer's estimate of \$795,000.

The Project Plans and Manual remain available for review at the Public Works Department at 1572 Railroad Avenue and at [www.blueprintexpress.com/sthelenahelena](http://www.blueprintexpress.com/sthelenahelena), but will be removed from the site once the project is awarded.

### **FISCAL IMPACT**

The annual Pavement Restoration Project, CIP Project No. R19-79 is included in the May 2018 adopted five-year Capital Improvement Program (Attachment 2). A summary of anticipated expenditures for Year 1 are presented below.

#### **R19-79 Pavement Restoration Estimated Project Costs**

|                                                                     |                       |
|---------------------------------------------------------------------|-----------------------|
| Survey, Design, Engineering (includes Year 2 Pavement design costs) | \$90,000              |
| Estimated Construction Costs                                        | \$773,380.27          |
| Construction Contingency (15%)                                      | \$116,007.04          |
| Construction Management & Inspection                                | \$79,500              |
| <b>Estimated Total Project Cost</b>                                 | <b>\$1,058,887.31</b> |

The FY 2018-19 CIP paving budget identified a total project cost of \$750,000. Construction will not begin until Fiscal Year 2019-20, therefore the funds allocated in FY 2018-19 will rollover into FY 2019-20 which will cover the additional funds needed for the current project cost. Year 2 was designed concurrently with the Year 1 project and

will not be advertised until the spring of 2020. City funds budgeted for this project include General Funds - Maintenance of Effort, Measure T, and Senate Bill 1 (SB1) funds.

**RECOMMENDED ACTION**

Adopt a Resolution awarding the Year 1 Pavement Restoration Project, Capital Improvement Project R19-79 to Argonaut Constructors in the amount of \$773,380.27; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; and (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount.

**ATTACHMENTS**

[Attachment 1: R19-79 Resolution](#)

[Attachment 2: Bid Tabulation R19-79](#)

[Attachment 3: CIP R19-79 Budget FY 2018-19](#)

[Attachment 4: CIP R19-79 Budget FY 2019-20](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-**

**Awarding the Year 1 of the Pavement Restoration Project, Capital Improvement Project R19-79 to Argonaut Constructors in the amount of \$773,380.27, (2) authorizing the City Manager to execute the Construction Contract with Argonaut Constructors, and (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount**

**RECITALS**

- A. On May 28, 2019, the City of St. Helena City Council adopted a Resolution Approving the Plans, Specification, Authorizing the Bid Advertisement and made findings that the project R19-79 Pavement Restoration is categorically exempt from the California Environmental Quality Act; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on May 29, 2019 a notice inviting bids was posted and mailed to contractors inviting bids for the R19-79 Year 1 Pavement Restoration Project; and
- C. On June 19, 2019, seven (7) bids were received by the Public Works Director and opened in accordance with applicable law; and
- D. The lowest responsive and responsible bidder for the Project was Argonaut Constructors, of Santa Rosa, CA in the amount of \$773,380.27; and
- E. City staff has determined that Argonaut Constructors's bid satisfies the bidding requirements for the project; and
- F. City staff has verified that Argonaut Constructors possesses a valid Contractor's License, Class A, number 171432 that qualifies Argonaut Constructors to complete the project

**RESOLUTION**

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

- 1. Awarding the R19-79 Year 1 Pavement Restoration Project to Argonaut Constructors in the amount of \$773,380.27; and
- 2. Authorizing the City Manager to execute a construction contract in the amount of \$773,380.27 with Argonaut Constructors for R19-79 Year 1 Pavement Restoration Project; and

3. Authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract account.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019 by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafopoulos, City Clerk

Bid Results  
City of St. Helena  
R19-79 Year 1 Pavement Restoration

| Item No. | Bid Item                                                  | Quantity | Units | Engineers Estimate |            | Argonaut Constructors |              | Ghilotti Bros., Inc. |              | Team Ghilotti |              | Northwest Paving |              |
|----------|-----------------------------------------------------------|----------|-------|--------------------|------------|-----------------------|--------------|----------------------|--------------|---------------|--------------|------------------|--------------|
|          |                                                           |          |       | Unit Cost          | Total Cost | Unit Cost             | Total Cost   | Unit Cost            | Total Cost   | Unit Cost     | Total Cost   | Unit Cost        | Total Cost   |
| 1        | Mobilization                                              | 1        | LS    | 80,000.00          | 80,000.00  | \$65,000.00           | \$65,000.00  | \$65,600.00          | \$65,600.00  | \$54,261.22   | \$54,261.22  | \$69,440.70      | \$69,440.70  |
| 2        | Traffic and Pedestrian Traffic Control and Construction A | 1        | LS    | 30,000.00          | 30,000.00  | \$72,955.00           | \$72,955.00  | \$41,000.00          | \$41,000.00  | \$37,000.00   | \$37,000.00  | \$78,000.00      | \$78,000.00  |
| 3        | Stormwater Pollution Prevention                           | 1        | LS    | 10,000.00          | 10,000.00  | \$7,700.00            | \$7,700.00   | \$7,000.00           | \$7,000.00   | \$8,020.00    | \$8,020.00   | \$5,000.00       | \$5,000.00   |
| 4        | Adjust Existing Manholes to Grade                         | 12       | EA    | 1,200.00           | 14,400.00  | \$1,050.00            | \$12,600.00  | \$1,100.00           | \$13,200.00  | \$1,200.00    | \$14,400.00  | \$2,000.00       | \$24,000.00  |
| 5        | Adjust Existing Water Meter to Grade                      | 1        | EA    | 800.00             | 800.00     | \$375.00              | \$375.00     | \$400.00             | \$400.00     | \$905.00      | \$905.00     | \$1,400.00       | \$1,400.00   |
| 6        | Adjust Existing Water Valve to Grade                      | 16       | EA    | 800.00             | 12,800.00  | \$750.00              | \$12,000.00  | \$850.00             | \$13,600.00  | \$900.00      | \$14,400.00  | \$1,300.00       | \$20,800.00  |
| 7        | Adjust Existing Survey Monument to Grade                  | 12       | EA    | 1,200.00           | 14,400.00  | \$850.00              | \$10,200.00  | \$850.00             | \$10,200.00  | \$1,027.00    | \$12,324.00  | \$1,400.00       | \$16,800.00  |
| 8        | Thermoplastic Striping - Various Types                    | 1        | LS    | 6,500.00           | 6,500.00   | \$18,175.00           | \$18,175.00  | \$18,175.00          | \$18,175.00  | \$19,777.00   | \$19,777.00  | \$20,000.00      | \$20,000.00  |
| 9        | Thermoplastic Pavement Markings (Words and Symbols        | 1        | LS    | 8,000.00           | 8,000.00   | \$13,600.00           | \$13,600.00  | \$13,600.00          | \$13,600.00  | \$15,656.00   | \$15,656.00  | \$15,000.00      | \$15,000.00  |
| 10       | Raised Pavement Marker, Blue Reflective                   | 14       | EA    | 50.00              | 700.00     | \$25.00               | \$350.00     | \$25.00              | \$350.00     | \$28.00       | \$392.00     | \$30.00          | \$420.00     |
| 11       | Construct Caltrans Case "A" Curb Ramp                     | 1        | EA    | 8,000.00           | 8,000.00   | \$8,900.00            | \$8,900.00   | \$7,450.00           | \$7,450.00   | \$11,257.00   | \$11,257.00  | \$12,500.00      | \$12,500.00  |
| 12       | Construct Caltrans Case "C" Curb Ramp                     | 11       | EA    | 8,000.00           | 88,000.00  | \$8,400.00            | \$92,400.00  | \$6,800.00           | \$74,800.00  | \$13,107.00   | \$144,177.00 | \$10,200.00      | \$112,200.00 |
| 13       | Cross Gutter                                              | 1,076    | SF    | 35.00              | 37,660.00  | \$28.00               | \$30,128.00  | \$43.00              | \$46,268.00  | \$37.00       | \$39,812.00  | \$45.00          | \$48,420.00  |
| 14       | Standing Vertical Curb                                    | 68       | LF    | 37.00              | 2,516.00   | \$84.00               | \$5,712.00   | \$60.00              | \$4,080.00   | \$140.00      | \$9,520.00   | \$120.00         | \$8,160.00   |
| 15       | Edge Grinding                                             | 5,337    | LF    | 3.00               | 16,011.00  | \$7.00                | \$37,359.00  | \$3.20               | \$17,078.40  | \$7.00        | \$37,359.00  | \$3.50           | \$18,679.50  |
| 16       | 2.0" HMA Overlay                                          | 1,699    | TON   | 165.00             | 280,335.00 | \$122.00              | \$207,278.00 | \$160.00             | \$271,840.00 | \$134.00      | \$227,666.00 | \$133.00         | \$225,967.00 |
| 17       | 2.5" HMA Overlay                                          | 93       | TON   | 300.00             | 27,900.00  | \$165.00              | \$15,345.00  | \$250.00             | \$23,250.00  | \$164.00      | \$15,252.00  | \$133.00         | \$12,369.00  |
| 18       | HMA Base Repair Dig-Out Repairs                           | 170      | SY    | 85.00              | 14,450.00  | \$83.00               | \$14,110.00  | \$145.00             | \$24,650.00  | \$147.00      | \$24,990.00  | \$189.00         | \$32,130.00  |
| 19       | Pavement Reinforcement Fabric                             | 16,591   | SY    | 2.00               | 33,182.00  | \$2.17                | \$36,002.47  | \$2.17               | \$36,002.47  | \$2.20        | \$36,500.20  | \$2.40           | \$39,818.40  |
| 20       | Type II Slurry Seal                                       | 51,854   | SF    | 0.80               | 41,483.20  | \$0.70                | \$36,297.80  | \$0.85               | \$44,075.90  | \$0.65        | \$33,705.10  | \$0.60           | \$31,112.40  |
| 21       | Micro-Surfacing Type II                                   | 9,700    | SY    | 7.50               | 72,750.00  | \$6.50                | \$63,050.00  | \$6.90               | \$66,930.00  | \$4.60        | \$44,620.00  | \$5.00           | \$48,500.00  |
| 22       | PCC Sidewalk                                              | 325      | SF    | 0.00               | 0.00       | \$28.00               | \$9,100.00   | \$18.00              | \$5,850.00   | \$28.25       | \$9,181.25   | \$40.00          | \$13,000.00  |
| 23       | Curb and Gutter                                           | 51       | LF    | 0.00               | 0.00       | \$93.00               | \$4,743.00   | \$85.00              | \$4,335.00   | \$117.00      | \$5,967.00   | \$110.00         | \$5,610.00   |
|          |                                                           |          |       |                    |            |                       |              |                      |              |               |              |                  |              |
|          |                                                           |          |       | Totals             | 799,887.20 | \$773,380.27          |              | \$809,734.77         |              | \$817,141.77  |              | \$859,327.00     |              |

Bid Results  
City of St. Helena  
R19-79 Year 1 Pavement Restoration

| Item No. | Bid Item                                                  | Quantity | Units | Granite      |              | Martin Brothers Construction |              | *J.A. Gonsalves and Son<br>Construction, Inc. |              |
|----------|-----------------------------------------------------------|----------|-------|--------------|--------------|------------------------------|--------------|-----------------------------------------------|--------------|
|          |                                                           |          |       | Unit Cost    | Total Cost   | Unit Cost                    | Total Cost   | Unit Cost                                     | Total Cost   |
| 1        | Mobilization                                              | 1        | LS    | \$76,000.00  | \$76,000.00  | \$47,000.00                  | \$47,000.00  | \$15,000.00                                   | \$15,000.00  |
| 2        | Traffic and Pedestrian Traffic Control and Construction A | 1        | LS    | \$60,000.00  | \$60,000.00  | \$50,000.00                  | \$50,000.00  | \$172,364.45                                  | \$172,364.45 |
| 3        | Stormwater Pollution Prevention                           | 1        | LS    | \$4,000.00   | \$4,000.00   | \$12,000.00                  | \$12,000.00  | \$5,000.00                                    | \$5,000.00   |
| 4        | Adjust Existing Manholes to Grade                         | 12       | EA    | \$2,200.00   | \$26,400.00  | \$1,550.00                   | \$18,600.00  | \$1,200.00                                    | \$14,400.00  |
| 5        | Adjust Existing Water Meter to Grade                      | 1        | EA    | \$1,500.00   | \$1,500.00   | \$1,550.00                   | \$1,550.00   | \$1,000.00                                    | \$1,000.00   |
| 6        | Adjust Existing Water Valve to Grade                      | 16       | EA    | \$1,250.00   | \$20,000.00  | \$1,550.00                   | \$24,800.00  | \$1,000.00                                    | \$16,000.00  |
| 7        | Adjust Existing Survey Monument to Grade                  | 12       | EA    | \$1,750.00   | \$21,000.00  | \$1,550.00                   | \$18,600.00  | \$1,000.00                                    | \$12,000.00  |
| 8        | Thermoplastic Striping - Various Types                    | 1        | LS    | \$23,070.62  | \$23,070.62  | \$18,250.00                  | \$18,250.00  | \$18,175.00                                   | \$18,175.00  |
| 9        | Thermoplastic Pavement Markings (Words and Symbols)       | 1        | LS    | \$17,263.30  | \$17,263.30  | \$13,650.00                  | \$13,650.00  | \$13,600.00                                   | \$13,600.00  |
| 10       | Raised Pavement Marker, Blue Reflective                   | 14       | EA    | \$32.00      | \$448.00     | \$25.00                      | \$350.00     | \$25.00                                       | \$350.00     |
| 11       | Construct Caltrans Case "A" Curb Ramp                     | 1        | EA    | \$4,250.00   | \$4,250.00   | \$10,500.00                  | \$10,500.00  | \$8,500.00                                    | \$8,500.00   |
| 12       | Construct Caltrans Case "C" Curb Ramp                     | 11       | EA    | \$4,000.00   | \$44,000.00  | \$9,675.00                   | \$106,425.00 | \$8,500.00                                    | \$93,500.00  |
| 13       | Cross Gutter                                              | 1,076    | SF    | \$65.00      | \$69,940.00  | \$35.00                      | \$37,660.00  | \$18.00                                       | \$19,368.00  |
| 14       | Standing Vertical Curb                                    | 68       | LF    | \$600.00     | \$40,800.00  | \$50.00                      | \$3,400.00   | \$100.00                                      | \$6,800.00   |
| 15       | Edge Grinding                                             | 5,337    | LF    | \$5.25       | \$28,019.25  | \$8.75                       | \$46,698.75  | \$4.00                                        | \$21,348.00  |
| 16       | 2.0" HMA Overlay                                          | 1,699    | TON   | \$150.00     | \$254,850.00 | \$185.00                     | \$314,315.00 | \$185.00                                      | \$314,315.00 |
| 17       | 2.5" HMA Overlay                                          | 93       | TON   | \$155.00     | \$14,415.00  | \$267.00                     | \$24,831.00  | \$200.00                                      | \$18,600.00  |
| 18       | HMA Base Repair Dig-Out Repairs                           | 170      | SY    | \$150.00     | \$25,500.00  | \$133.00                     | \$22,610.00  | \$185.00                                      | \$31,450.00  |
| 19       | Pavement Reinforcement Fabric                             | 16,591   | SY    | \$2.17       | \$36,002.47  | \$2.40                       | \$39,818.40  | \$3.00                                        | \$49,773.00  |
| 20       | Type II Slurry Seal                                       | 51,854   | SF    | \$0.66       | \$34,223.64  | \$0.55                       | \$28,519.70  | \$0.56                                        | \$29,038.24  |
| 21       | Micro-Surfacing Type II                                   | 9,700    | SY    | \$5.94       | \$57,618.00  | \$4.90                       | \$47,530.00  | \$3.97                                        | \$38,509.00  |
| 22       | PCC Sidewalk                                              | 325      | SF    | \$15.00      | \$4,875.00   | \$26.50                      | \$8,612.50   |                                               | \$0.00       |
| 23       | Curb and Gutter                                           | 51       | LF    | \$80.00      | \$4,080.00   | \$76.50                      | \$3,901.50   |                                               | \$0.00       |
|          |                                                           |          |       |              |              |                              |              | *Did not utilize the revised bid sheet        |              |
|          |                                                           |          |       | \$868,255.28 |              | \$899,621.85                 |              | \$899,090.69                                  |              |



**Project Title: Pavement Restoration****Address:** St. Helena, CA 94574**Project Number:** R19-79**Project Purpose and Description:**

This annual project will reduce the continued degradation of the City's street system through a combination of paving, crack sealing, slurry seals, and/or microsurfacing various streets eligible for Measure T funding (street list adopted by City Council.) Accessibility improvements to sidewalks and curb ramps will be included as part of the project whenever applicable. It is anticipated that there will be one various streets project per year.

**Financial Overview:**

| Phase                   | Prior Years              |           |                             | 2019-2023 CIP BUDGET |                    |                    |                    |                    |                    |
|-------------------------|--------------------------|-----------|-----------------------------|----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                         | Actual Life to Date thru | Estimated | Estimated Life to date thru | Proposed Budget      | Projected          |                    |                    |                    |                    |
|                         | FY 16/17                 | FY 17/18  | FY 17/18                    | FY 18/19             | FY19/20            | FY20/21            | FY21/22            | FY22/23            | Total              |
| Design                  |                          |           |                             | \$30,000             | \$75,000           | \$75,000           | \$75,000           | \$75,000           | \$330,000          |
| Environmental/Planning  |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| Land & Easements        |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| Legal Services          |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| Construction Management |                          |           |                             | \$50,000             | \$100,000          | \$100,000          | \$125,000          | \$125,000          | \$500,000          |
| Construction Contract   |                          |           |                             | \$620,000            | \$1,050,000        | \$1,225,000        | \$1,300,000        | \$1,300,000        | \$5,495,000        |
| Contingency             |                          |           |                             | \$50,000             | \$100,000          | \$125,000          | \$125,000          | \$125,000          | \$525,000          |
| CIP Overheads           |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| <b>Total</b>            | \$0                      | \$0       | \$0                         | <b>\$750,000</b>     | <b>\$1,325,000</b> | <b>\$1,525,000</b> | <b>\$1,625,000</b> | <b>\$1,625,000</b> | <b>\$6,850,000</b> |

| Funding Sources | Actual Life to Date thru | Estimated  | Estimated Life to date thru | Proposed Budget  | Projected          |                    |                    |                    |                    |
|-----------------|--------------------------|------------|-----------------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                 | FY 16/17                 | FY 17/18   | FY 17/18                    | FY 18/19         | FY19/20            | FY20/21            | FY21/22            | FY22/23            | Total              |
|                 | FY 16/17                 | FY 17/18   | FY 17/18                    | FY 18/19         | FY19/20            | FY20/21            | FY21/22            | FY22/23            | Total              |
| General Fund    |                          |            |                             | \$284,189        | \$379,189          | \$379,189          | \$379,189          | \$379,189          | \$1,800,945        |
| Gas Tax Fund    |                          |            |                             |                  | \$31,811           | \$31,811           | \$31,811           | \$31,811           | \$127,244          |
| Measure T       |                          |            |                             | \$395,000        | \$800,000          | \$1,000,000        | \$1,100,000        | \$1,100,000        | \$4,395,000        |
| RMRA Funds      |                          |            |                             | \$74,000         | \$114,000          | \$114,000          | \$114,000          | \$114,000          | \$530,000          |
| <b>Total</b>    | <b>\$0</b>               | <b>\$0</b> | <b>\$0</b>                  | <b>\$753,189</b> | <b>\$1,325,000</b> | <b>\$1,525,000</b> | <b>\$1,625,000</b> | <b>\$1,625,000</b> | <b>\$6,853,189</b> |

## Pavement Restoration

**Project No:** 0202-R19-79

**Category:** Streets

**Project Location:** St. Helena, CA 94574



**PROJECT PURPOSE & DESCRIPTION:** Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

**FISCAL IMPACT:** The estimated five-year cost is \$1,970,000.

### EXPENDITURE ACCOUNTS:

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                                    | 2019-20          | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year        |
|-------------------------------------------------|------------------|---------|---------|---------|---------|------------------|
| 3150 - Construction Management                  | 150,000          |         |         |         |         | 150,000          |
| 3160 - Construction Contract                    | 1,670,000        |         |         |         |         | 1,670,000        |
| 3170 - Contingency                              | 150,000          |         |         |         |         | 150,000          |
| <b>EXPENDITURE TOTALS</b>                       | <b>1,970,000</b> |         |         |         |         | <b>1,970,000</b> |
| FUNDING SOURCES                                 | 2019-20          | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year        |
| 101-General Fund - Measure T/RMRA MOE           | 129,189          |         |         |         |         | 129,189          |
| 240-Measure T                                   | 1,809,000        |         |         |         |         | 1,809,000        |
| 741-Streets Capital Improvement - Grant OBAG II | 31,811           |         |         |         |         | 31,811           |
| <b>FUNDING TOTALS</b>                           | <b>1,970,000</b> |         |         |         |         | <b>1,970,000</b> |





Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Consent**

**Subject:** Consideration and adoption of a Resolution: (1) Awarding the Hunt Avenue Sidewalk Gap Closure Project, Capital Improvement Project R19-02 to Coastside Concrete and Construction, Inc. in the amount of \$225,500; (2) Authorizing the City Manager to execute the Construction Contract with Coastside Concrete and Construction, Inc.; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (4) Authorizing a budget increase of from \$317,000 to \$335,000 for Project R19-02; and (5) Authorizing a transfer from Measure T Revenues Fund 240 to CIP Fund 741 upon completion of Project R19-02 for an additional amount not-to-exceed \$18,000

**CEQA Determination:** Class I Categorical Exemption under Section 15301 of CEQA

**Prepared By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

On May 8, 2018, City Council adopted the Capital Improvement Program (CIP) which included the R19-02 Hunt Avenue Sidewalk Gap Closure Project. The R19-02 Hunt Avenue Sidewalk Gap Closure Project includes the construction of approximately 655 lineal feet of sidewalk along the south side of Hunt Avenue from June Lane to Starr Avenue and 140 lineal feet of sidewalk along the north side of Hunt Avenue (between 770 and 830 Hunt Avenue). In addition, the City will upgrade the curb ramps, pedestrian crossing, and valley gutter on Hunt Avenue at Edwards Street and the curb ramps on Hunt Avenue at Church Street and June Lane.

**DISCUSSION**

On May 28, 2019, City Council approved the plans and specifications and authorized staff to advertise for bids.

The Notice to Contractors was also published in the St. Helena Star and Napa Valley Register.

On Wednesday June 19, 2019 at 3:00 PM the City Clerk received six (6) sealed bids which were read aloud. The bids were as follows

| <b>Company</b>                                          | <b>Total</b> |
|---------------------------------------------------------|--------------|
| Coastside Concrete and Construction, Inc. of Santa Rosa | \$225,500    |
| AAA Concrete and Construction of Suisun City            | \$228,650    |
| Granite of Ukiah                                        | \$344,940    |
| Ghilotti Bros., Inc. of San Rafael                      | \$394,160    |
| Darren Taylor Construction, Inc. of Anderson            | \$442,162.67 |
| Team Ghilotti, Inc.                                     | \$461,417.30 |

A detailed bid tabulation is included as Attachment 2. Coastside Concrete and Construction, Inc. is the lowest responsible, responsive bid, and holds a valid Class A General Contractor's License No. 995338 in the State of California, with no enforcement actions listed. Their license expires on August 31, 2020. Coastside Concrete and Construction, Inc.'s bid is below the engineer's estimate of \$245,000.

The Project Plans and Manual remain available for review at the Public Works Department at 1572 Railroad Avenue and at [www.blueprintexpress.com/sthelenah](http://www.blueprintexpress.com/sthelenah), but will be removed from the site once the project is awarded.

**FISCAL IMPACT**

The FY 2020-24 adopted CIP budget for the Hunt Avenue Sidewalk Gap Closure, Project R19-02, estimated the total project cost of \$317,000 which includes \$41,775 spent to-date on design costs and an estimated \$306,980 for construction related costs in FY 2019-20. Funding for the construction cost includes \$231,980 from Measure T funds and \$75,000 in Transportation Development Act Article 3 (TDA3) grant funding that was awarded after the adoption of the project budget in May 2018. A summary of the total anticipated expenditures are presented below:

|                                         |          |
|-----------------------------------------|----------|
| R19-02 Hunt Avenue Sidewalk Gap Closure |          |
| Survey, Design, Engineering             | \$41,775 |

|                                          |                  |
|------------------------------------------|------------------|
| Construction Costs (Engineer's Estimate) | \$225,500        |
| Construction Contingency (15%)           | \$33,825         |
| Construction Management & Inspection     | \$33,900         |
| <b>Estimated Total Project Cost</b>      | <b>\$335,000</b> |

The current estimated project budget is over the current adopted project budget by approximately \$18,000. However, there is additional funding available through higher than anticipated Measure T revenues; therefore staff is recommending an increase of Measure T funds used for the project in the amount of \$18,000 and an increase in the total project budget to \$335,000.

#### **RECOMMENDED ACTION**

Adopt a Resolution: (1) Awarding the Hunt Avenue Sidewalk Gap Closure Project, Capital Improvement Project R19-02 to Coastside Concrete and Construction, Inc. in the amount of \$225,500; (2) Authorizing the City Manager to execute the Construction Contract with Coastside Concrete and Construction, Inc.; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (4) Authorizing a budget increase from \$317,000 to \$335,000 for Project R19-02; and (5) Authorizing a transfer from Measure T Revenues Fund 240 to CIP Fund 741 upon completion of Project R19-02 for an additional amount not-to-exceed \$18,000.

#### **ATTACHMENTS**

[Attachment 1: R19-02 Resolution](#)

[Attachment 2: Bid Tabulation R19-02](#)

[Attachment 3: CIP R19-02 Budget FY 2018-19](#)

[Attachment 4: CIP R19-02 Budget FY 2019-20](#)



## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2019-**

**Resolution: (1) awarding the Hunt Avenue Sidewalk Gap Closure Project, Capital Improvement Project R19-02 to Coastside Concrete and Construction, Inc. in the amount of \$225,500, (2) authorizing the City Manager to execute the Construction Contract with Coastside Concrete and Construction, Inc., (3) authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount, (4) authorizing a budget increase from \$317,000 to \$335,000 for Project R19-02, and (5) authorizing a transfer from Measure T Revenues Fund 240 to CIP Fund 741 upon completion of Project R19-02 for an amount not-to-exceed \$18,000**

### **RECITALS**

- A. On May 28, 2019, the City of St. Helena City Council adopted a Resolution Approving the Plans, Specification, Authorizing the Bid Advertisement and made findings that the project R19-02 Hunt Avenue Sidewalk Gap Closure is categorically exempt from the California Environmental Quality Act; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on May 29, 2019 a notice inviting bids was posted and mailed to contractors inviting bids for the R19-02 Hunt Avenue Sidewalk Gap Closure; and

- C. On June 19, 2019, six (6) bids were received by the Public Works Director and opened in accordance with applicable law; and
- D. The lowest responsive and responsible bidder for the Project was Coastside Concrete and Construction, Inc., of Santa Rosa, CA in the amount of \$225,500; and
- E. City staff has determined that Coastside Concrete and Construction, Inc.'s bid satisfies the bidding requirements for the project; and
- F. City staff has verified that Coastside Concrete and Construction, Inc. possesses a valid Contractor's License, Class A, number 995338 that qualifies Coastside Concrete and Construction, Inc. to complete the project

### **RESOLUTION**

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

1. Awarding the R19-02 Hunt Avenue Sidewalk Gap Closure Project to Coastside Concrete and Construction, Inc. in the amount of \$225,500; and
2. Authorizing the City Manager to execute a construction contract in the amount of \$225,500 with Coastside Concrete and Construction, Inc. for R19-02 Hunt Avenue Sidewalk Gap Closure Project; and
3. Authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract account; and
4. Authorizing a budget increase from \$317,000 to \$335,000 for Project R19-02, Hunt Avenue Sidewalk Gap Closure Project; and
5. Authorizing a transfer from Measure T Revenues Fund 240 to Roads CIP Fund 741 upon completion of Project R19-02 for an amount not-to-exceed \$18,000

Approved at a Regular Meeting of the St. Helena City  
Council on June 25, 2019 by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor  
Tzafofopoulos, City Clerk

\_\_\_\_\_  
Cindy

Bid Results  
City of St. Helena  
R19-02 Hunt Avenue Sidewalk Gap Closure

| Item No. | Bid Item                       | Quantity | Units | Engineers Estimate |            | Coastside Concrete and Construction, Inc. |             | AAA Concrete Construction |             | Granite      |              | Ghilotti Bros., Inc. |              |
|----------|--------------------------------|----------|-------|--------------------|------------|-------------------------------------------|-------------|---------------------------|-------------|--------------|--------------|----------------------|--------------|
|          |                                |          |       | Unit Cost          | Total Cost | Unit Cost                                 | Total Cost  | Unit Cost                 | Total Cost  | Unit Cost    | Total Cost   | Unit Cost            | Total Cost   |
| 1        | Traffic Control                | 1        | LS    | 7,500.00           | 7,500.00   | \$7,500.00                                | \$7,500.00  | \$5,000.00                | \$5,000.00  | \$16,000.00  | \$16,000.00  | \$15,000.00          | \$15,000.00  |
| 2        | Mobilization                   | 1        | LS    | 10,000.00          | 10,000.00  | \$7,500.00                                | \$7,500.00  | \$15,000.00               | \$15,000.00 | \$31,500.00  | \$31,500.00  | \$38,000.00          | \$38,000.00  |
| 3        | Clearing and Grubbing          | 1        | LS    | 50,000.00          | 50,000.00  | \$15,000.00                               | \$15,000.00 | \$22,000.00               | \$22,000.00 | \$18,000.00  | \$18,000.00  | \$49,000.00          | \$49,000.00  |
| 4        | Install 18" HDPE Storm Drain   | 22       | LF    | 100.00             | 2,200.00   | \$250.00                                  | \$5,500.00  | \$400.00                  | \$8,800.00  | \$525.00     | \$11,550.00  | \$730.00             | \$16,060.00  |
| 5        | City Standard Catch Basin      | 2        | EA    | 3,800.00           | 7,600.00   | \$3,000.00                                | \$6,000.00  | \$4,500.00                | \$9,000.00  | \$4,000.00   | \$8,000.00   | \$5,100.00           | \$10,200.00  |
| 6        | Catch Basin Insert Filter      | 2        | EA    | 1,500.00           | 3,000.00   | \$1,750.00                                | \$3,500.00  | \$2,500.00                | \$5,000.00  | \$525.00     | \$1,050.00   | \$760.00             | \$1,520.00   |
| 7        | Curb and Gutter                | 1,040    | LF    | 35.00              | 36,400.00  | \$55.00                                   | \$57,200.00 | \$40.00                   | \$41,600.00 | \$104.00     | \$108,160.00 | \$110.00             | \$114,400.00 |
| 8        | Cross Gutter                   | 455      | SF    | 20.00              | 9,100.00   | \$20.00                                   | \$9,100.00  | \$30.00                   | \$13,650.00 | \$36.00      | \$16,380.00  | \$36.00              | \$16,380.00  |
| 9        | Curb Ramp                      | 7        | EA    | 4,000.00           | 28,000.00  | \$5,500.00                                | \$38,500.00 | \$4,700.00                | \$32,900.00 | \$5,200.00   | \$36,400.00  | \$4,500.00           | \$31,500.00  |
| 10       | Sidewalk and Driveway          | 4,200    | SF    | 20.00              | 84,000.00  | \$16.00                                   | \$67,200.00 | \$16.00                   | \$67,200.00 | \$22.00      | \$92,400.00  | \$23.00              | \$96,600.00  |
| 11       | Striping and Pavement Markings | 1        | LS    | 5,000.00           | 5,000.00   | \$7,500.00                                | \$7,500.00  | \$7,500.00                | \$7,500.00  | \$4,500.00   | \$4,500.00   | \$4,500.00           | \$4,500.00   |
| 12       | Install Sign                   | 2        | EA    | 1,200.00           | 2,400.00   | \$500.00                                  | \$1,000.00  | \$500.00                  | \$1,000.00  | \$500.00     | \$1,000.00   | \$500.00             | \$1,000.00   |
|          |                                |          |       |                    |            |                                           |             |                           |             |              |              |                      |              |
|          |                                |          |       | Totals             | 245,200.00 | \$225,500.00                              |             | \$228,650.00              |             | \$344,940.00 |              | \$394,160.00         |              |

Bid Results  
City of St. Helena  
R19-02 Hunt Avenue Sidewalk Gap Closure

| Item No. | Bid Item                       | Quantity | Units | Darren Taylor Construction, Inc. |              | Team Ghilotti, Inc. |              |
|----------|--------------------------------|----------|-------|----------------------------------|--------------|---------------------|--------------|
|          |                                |          |       | Unit Cost                        | Total Cost   | Unit Cost           | Total Cost   |
| 1        | Traffic Control                | 1        | LS    | \$77,960.32                      | \$77,960.32  | \$5,700.00          | \$5,700.00   |
| 2        | Mobilization                   | 1        | LS    | \$31,141.84                      | \$31,141.84  | \$46,677.00         | \$46,677.00  |
| 3        | Clearing and Grubbing          | 1        | LS    | \$13,332.00                      | \$13,332.00  | \$14,327.00         | \$14,327.00  |
| 4        | Install 18" HDPE Storm Drain   | 22       | LF    | \$487.49                         | \$10,724.78  | \$765.00            | \$16,830.00  |
| 5        | City Standard Catch Basin      | 2        | EA    | \$6,510.59                       | \$13,021.18  | \$6,177.00          | \$12,354.00  |
| 6        | Catch Basin Insert Filter      | 2        | EA    | \$1,515.00                       | \$3,030.00   | \$1,437.00          | \$2,874.00   |
| 7        | Curb and Gutter                | 1,040    | LF    | \$153.28                         | \$159,411.20 | \$125.77            | \$130,800.80 |
| 8        | Cross Gutter                   | 455      | SF    | \$25.02                          | \$11,384.10  | \$42.50             | \$19,337.50  |
| 9        | Curb Ramp                      | 7        | EA    | \$6,406.75                       | \$44,847.25  | \$14,777.00         | \$103,439.00 |
| 10       | Sidewalk and Driveway          | 4,200    | SF    | \$16.82                          | \$70,644.00  | \$24.77             | \$104,034.00 |
| 11       | Striping and Pavement Markings | 1        | LS    | \$5,454.00                       | \$5,454.00   | \$3,950.00          | \$3,950.00   |
| 12       | Install Sign                   | 2        | EA    | \$606.00                         | \$1,212.00   | \$547.00            | \$1,094.00   |
|          |                                |          |       |                                  |              |                     |              |
|          |                                |          |       | \$442,162.67                     |              | \$461,417.30        |              |



**Project Title: Hunt Avenue Sidewalk Gap Closure**

**Address:** St. Helena, CA 94574

**Project Number:** R19-02

**Project Purpose and Description:**

This project will construct sidewalk in order to close a pedestrian gap that currently exists on the southside of Hunt Avenue between Monte Vista Avenue and June Lane.

**Financial Overview:**

| Phase                   | Prior Years              |           |                             | 2019-2023 CIP BUDGET |           |         |         |         |                  |
|-------------------------|--------------------------|-----------|-----------------------------|----------------------|-----------|---------|---------|---------|------------------|
|                         | Actual Life to Date thru | Estimated | Estimated Life to date thru | Proposed Budget      | Projected |         |         |         |                  |
|                         | FY 16/17                 | FY 17/18  | FY 17/18                    | FY 18/19             | FY19/20   | FY20/21 | FY21/22 | FY22/23 | Total            |
| Design                  |                          |           |                             | \$20,000             |           |         |         |         | \$20,000         |
| Environmental/Planning  |                          |           |                             |                      |           |         |         |         | \$0              |
| Land & Easements        |                          |           |                             |                      |           |         |         |         | \$0              |
| Legal Services          |                          |           |                             |                      |           |         |         |         | \$0              |
| Construction Management |                          |           |                             | \$15,000             |           |         |         |         | \$15,000         |
| Construction Contract   |                          |           |                             | \$100,000            |           |         |         |         | \$100,000        |
| Contingency             |                          |           |                             | \$15,000             |           |         |         |         | \$15,000         |
| CIP Overheads           |                          |           |                             |                      |           |         |         |         | \$0              |
| <b>Total</b>            | \$0                      | \$0       | \$0                         | <b>\$150,000</b>     | \$0       | \$0     | \$0     | \$0     | <b>\$150,000</b> |

| Funding Sources | Actual Life to Date thru | Estimated | Estimated Life to date thru | Proposed Budget  | Projected |         |         |         |                  |
|-----------------|--------------------------|-----------|-----------------------------|------------------|-----------|---------|---------|---------|------------------|
|                 | FY 16/17                 | FY 17/18  | FY 17/18                    | FY 18/19         | FY19/20   | FY20/21 | FY21/22 | FY22/23 | Total            |
|                 | FY 16/17                 | FY 17/18  | FY 17/18                    | FY 18/19         | FY19/20   | FY20/21 | FY21/22 | FY22/23 | Total            |
| General Fund    |                          |           |                             | \$20,000         |           |         |         |         | \$20,000         |
| Measure T       |                          |           |                             | \$130,000        |           |         |         |         | \$130,000        |
| <b>Total</b>    | \$0                      | \$0       | \$0                         | <b>\$150,000</b> | \$0       | \$0     | \$0     | \$0     | <b>\$150,000</b> |



## Hunt Avenue Sidewalk Gap Closure

**Project No:** 0204-R19-02

**Category:** Streets

**Project Location:** Hunt Avenue between  
Monte Vista Avenue &  
June Lane



**PROJECT PURPOSE & DESCRIPTION:** This project will construct sidewalk in order to close a pedestrian gap that currently exists on the southside of Hunt Avenue between Monte Vista Avenue and June Lane.

**FISCAL IMPACT:** The estimated cost is \$317,000 with actual cost to-date of \$41,775.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                                    | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|-------------------------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3150 - Construction Management                  | 36,780         |         |         |         |         | 36,780         |
| 3160 - Construction Contract                    | 245,200        |         |         |         |         | 245,200        |
| 3170 - Contingency                              | 25,000         |         |         |         |         | 25,000         |
| <b>EXPENDITURE TOTALS</b>                       | <b>306,980</b> |         |         |         |         | <b>306,980</b> |
| FUNDING SOURCES                                 |                |         |         |         |         |                |
| 240-Measure T                                   | 231,980        |         |         |         |         | 231,980        |
| 741-Streets Capital Improvement - Grant TDA III | 75,000         |         |         |         |         | 75,000         |
| <b>FUNDING TOTALS</b>                           | <b>306,980</b> |         |         |         |         | <b>306,980</b> |



Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: Old Business**

**Subject:** Consideration and proposed approval of a resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-075 in the amount of \$32,500 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not-to-exceed amount of \$635,600 and authorizing a budget increase of \$32,500 to design in CIP Project R18-81 with funding allocated from Fund 241, Measure T Class I Trails

**CEQA Determination:** CEQA will be completed as part of project design

**Prepared By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

On December 11, 2018, City Council approved a STH Contract: FY 2019-075 with BKF in the amount of \$529,000 for engineering and landscaping services for the St. Helena Downtown Street Improvements. The project includes streetscape planning design between Main Street (Highway 29) and Railroad Avenue, (2) the connecting public alleyways on Money Way, and (3) the alleyways between Main Street and Oak Avenue in downtown St. Helena. This is consistent with the Council's recently approved Downtown Economic Strategy to fundamentally enhance downtown public infrastructure, the pedestrian experience, and foster economic vitality through improved placemaking. In addition, the project includes detailed engineering/design and construction plans for the improvements on Main Street from approximately Mitchell Drive to Pine Street based on the approved Downtown Streetscape Plan. BKF will be responsible for coordination with the City and Caltrans throughout the process as well as providing public outreach on the project. The downtown sidewalk portion of the project will include, in general, replacement of sidewalks, improving landscaping (trees),

street furnishings, bulb outs, irrigation, electrical, and review of existing City sewer and water facilities and replacing services as appropriate.

### **DISCUSSION**

On May 28, 2019, City Council approved Amendment No. 1 which included fiber light pole coordination, southern gateway study, input on the downtown restrooms, and additional environmental work as required by Caltrans to complete the downtown sidewalk improvements. Amendment No.1 originally included a School to School Feasibility Study of the Napa Valley Vine Trail (NVVT) through the City of St. Helena on Oak Avenue which had been discussed at Council on October 23, 2018 and followed up with a scope of work request from the NVVT on February 19, 2019. However, the study's scope of work as written was not approved on May 28 and City Council directed staff to broaden the scope to include additional street alternatives other than a study specifically on Oak Avenue. The additional work was included under the current BKF contract since a portion of the proposed study overlapped the current work through downtown.

Following the May 28 City Council meeting, City staff worked with BKF and the Napa Valley Vine Trail to broaden the feasibility study for the Napa Valley Vine Trail segment that will run through the City of St. Helena. In addition, the Napa Valley Vine Trail has completed their trail connection analysis from Pratt Avenue to the northern City limits and is currently studying the trail connection south of the City limits up to Grayson Avenue; therefore this study will specifically review the feasibility for trail connections between Grayson Avenue and Pratt Avenue. A map of the City of St. Helena adopted 2012 Bicycle Plan has been attached to show the original proposed route. The 2019 draft bicycle plan is calling the route a study corridor until a more feasible route has been identified.

Staff recommends the feasibility study identified in Amendment No. 2 to be approved.

### **FISCAL IMPACT**

BKF's total contract including Amendment No. 2 for \$32,500 will be for an amount not to exceed \$635,600. The additional funding for Amendment No. 2 is available using Fund 241, Measure T Class I Trails. In addition, the Napa Valley Vine Trail will be providing a 50% cost share for the feasibility study through a reimbursement agreement that is currently being drafted for City Attorney review. The reimbursement agreement will be for \$17,250 which is within the City Manager's signing authority.

### **RECOMMENDED ACTION**

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-075 in the amount of \$32,500 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not to exceed amount of \$635,600 and authorizing a budget increase of \$32,500 to design in CIP Project R18-81 with funding allocated from Fund 241, Measure T Class I Trails.

**ATTACHMENTS**

[Attachment 1: BKF Amendment No. 2 Resolution](#)

[Attachment 2: Amendment No. 2 BKF](#)

[Attachment 3: Napa Valley Vine Trail 2/19/19 Scope of Work](#)

[Attachment 4: 2012 Adopted St. Helena Bicycle Plan](#)

## **CITY OF ST. HELENA**

### **RESOLUTION No. 2019-**

**Authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-075 in the amount of \$32,500 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not-to-exceed amount of \$635,600 and authorizing a budget increase of \$32,500 to design in CIP Project R18-81 with funding allocated from Fund 241, Measure T Class I Trails**

### **RECITALS**

- A. The City of St. Helena requires engineering and landscape architect services in order to provide plans, specifications, and construction estimates for the St. Helena Downtown Sidewalk Improvements, CIP Project No. R18-81; and
- B. On December 11, 2018, City Council approved a STH Contract: FY 2019-075 with BKF in the amount of \$529,000 for engineering and landscaping services for the St. Helena Downtown Street Improvements; and
- C. On May 28, 2019, City Council authorized Amendment No. 1 in the amount of \$74,100 to include fiber light pole coordination, a southern gateway study, input on the downtown restrooms, and additional environmental work as required by Caltrans to complete the downtown sidewalk improvements; and
- D. On October 23, 2018, City Council discussed the Napa Valley Vine Trail's Feasibility Study to bring the Vine Trail through St. Helena and a 50% cost share to complete the work; and

- E. Staff has received a proposal to complete the study that will include areas between Grayson Avenue and Pratt Avenue for an amount not to exceed \$32,500; and
- F. Additional funds needed for the study are available in Fund 241, Measure T Class I Trails.

**RESOLUTION**

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

1. Authorizes the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-075 in the amount of \$32,500 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements. The total amended not-to-exceed amount of the agreement will be \$635,600.
2. Authorizing a budget increase of \$32,500 to design in CIP Project R18-81 with funding allocated from Fund 241, Measure T Class I Trails.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2019 by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:    ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafopoulous, City Clerk



**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT WITH BKF  
FOR PROFESSIONAL SERVICES FOR DOWNTOWN STREETScape IMPROVEMENTS  
AS PART OF CAPITAL IMPROVEMENT PROJECT R18-81**

This Amendment No. 2 to Agreement for Professional services is made effective on December 11, 2018 by and between the City of St. Helena, a municipal corporation ("City"), and BKF ("Consultant").

**RECITALS**

- A. Pursuant to the terms of the written Agreement between City and Consultant, dated December 11, 2018, and approved by Resolution No. 2018-176, dated December 11, 2018, the City entered into a Professional Services Agreement with Consultant for \$529,000.00 ("Agreement") regarding the City's Downtown Streetscape Improvements Project ("Project"). The Project is part of the City's Capital Improvement Project R18-81; and
- B. The Agreement's current Scope of Services do not include the funds or the additional work that have been identified to complete the scope of work for the implementation of Project R18-81 nor the additional work identified during the preliminary design of the project; and
- C. City and Consultant now desire to amend the Agreement to include, as part of the Downtown Streetscape Improvements, Capital Improvement Project R18-81, the additional scope required; and
- D. The Consultant has represented it has the necessary expertise, experience, and qualifications to perform the additional services for the Project; and

**TERMS**

- A. Parties agree to amend Section 1, "Basic Services" of the Agreement and Amendment No. 1, to provide additional services, as outlined in Exhibit A-2, "Scope of Services" attached hereto.
- B. Section 4.A of the Agreement is amended to read as follows: "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in Exhibit B-2, "Compensation" attached hereto and made a part hereof." The "Total compensation shall not exceed" specified in Section 4.A is amended as follows:

|                           |                     |
|---------------------------|---------------------|
| Original Agreement Amount | \$529,000.00        |
| Amendment No. 1           | \$74,100.00         |
| <u>Amendment No. 2</u>    | <u>\$32,500.00</u>  |
| <b>Total Compensation</b> | <b>\$635,600.00</b> |

Total compensation shall not exceed \$635,600.00, unless prior additional compensation is approved in writing in accordance with Section 2.

- C. The Agreement, as modified by this Amendment No. 2, constitutes the entire agreement between City and Consultant. Except as expressly set forth in the Amendment No. 2, the Agreement has not been modified, changed, altered, or amended, and is in full force and effect.

Entered as of the day and year first above stated.

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:**

BKF  
1646 North California Boulevard, Suite 400  
Walnut Creek, CA. 94596

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: Daniel Schaefer

Title: Principal/Vice President

**CITY OF ST. HELENA**  
a Municipal Corporation

By: \_\_\_\_\_  
Mark T. Prestwich, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael G. Biddle, City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Attachments:**

- Exhibit A-2: Scope of Services
- Exhibit B-2: Compensation

## EXHIBIT A-2

### ITEM 1: NAPA VALLEY VINE TRAIL FEASIBILITY STUDY

The St Helena Vine Feasibility Study is intended to develop and evaluate alternatives in order to establish a preferred alignment for the Vine Trail through St. Helena. The study will consider three alignment alternatives to evaluate each options potential opportunities, strengths, and issues. It will also identify potential constraints and possible impacts that would require in depth study prior to design.

#### **Task 1: Alignment Options Review**

During this task, our team will evaluate the alignment routes:

1. Railroad Corridor Route (Eastern Route) delineated on the Napa Countywide Bicycle Plan.
2. School to School Route (Western Route) that would link St. Helena High School with Robert Louis Stevenson Middle School and connecting at Adams Street/Library Lane and/or Madrona Avenue/Fulton Lane. This would study the Helena Vine Trail Connector School to School Feasibility Study Project Understanding and Scope of Work delineated by the City on 2.19.19.
3. Hybrid Route that would utilize existing roadway corridors (potentially reducing parking or lanes)

#### **Objective 1 – Options Validation**

- A. Alignment Review.** BKF will obtain and review digital files and will prepare an overall exhibit showing the two alignments in order to help guide discussion on a third potential alignment.

**Meetings:** City of St. Helena: One Kickoff Meeting with Advisory Group (including Napa Valley Vine Trail)

#### **Task 2: Site Assessment**

During this task, our team will develop data to understand the project's opportunities and constraints, which will serve as a basis to define the alignment. Our objectives during this task include:

- Perform a site assessment to understand topographic, boundary, and utility constraints.
- Review existing property line and physical improvements within the corridor(s).

#### **Objective 1 - Initial Site Assessment**

- A. Data Compilation and Mapping.** BKF will obtain and review digital files and prepare a GIS map for the route study, including the most detailed and accurate publicly available aerial photo, lidar topo, and property/ROW lines from City of St Helena.

- B. Data Collection and Field Review.** The team will review the records from City of St. Helena, and the public utilities to obtain property line, utility data, and other appurtenant information to create a base plan. BKF will field walk the site to create a photographic log along the corridor. During the walk, we will review horizontal and vertical issues and note potential areas of conflict or concern with regards to an alignment. We will take notes of any potential public/private conflicts within rights-of-way. The field reconnaissance will access existing conditions as well as the trail experience.

**Meetings:** City of St. Helena: One Review Meeting with City Staff and the Napa Valley Vine Trail

### **Task 3: Route Study Report**

Using the data collected in Task 1, the team will prepare preliminary alignments to define the project option and issues. Our objectives during this Task include:

- Complete a planning analysis to identify potential alignment alternatives
- Analyze the alternatives to define the Basis of Design, conceptual construction cost, and right of way needs;
- Work with the committee to establish a preferred alignment

#### **Objective 1 - Define Preliminary Alignments and Preliminary Route Study Report**

Based on the information available, site walks, and input by the City on potential property owner issues, BKF will develop preliminary alignments to address the desired trail outcome. We will provide exhibits showing conflicts between existing conditions and proposed design. Gates will review the route study for connectivity and landscape/placemaking opportunities.

Along with the plan hardcopies, we will prepare a memorandum report summarizing study objectives, existing conditions of the route, and conceptual approach to creating the path in the typical or special conditions that occur on the route. The typical conditions and conceptual solutions will be illustrated with photos and sketch cross-sections. This study does not include right of way or property line surveys (these would be part of the next level of design).

A summary cost/benefit/feasibility analyses will aid the stakeholders in analyzing the alternatives.

#### **Objective 2 – Finalize Alignment and Report:**

BKF will meet with the City, Vine Trail staff, and stakeholders to review the alignments and comments for the committee. Based on these comments, BKF will finalize the alignment and report to provide a recommendation on the preferred alternative.

**Deliverables:** We will provide the basis of design report, plans, conceptual costs report, and conceptual studies in an electronic and hard copy (1) titled.

**Meetings:** City, Vine Trail Staff, and Stakeholders: up to four meetings

## EXHIBIT B-2

### St. Helena Downtown Amendment Scope Items

|                                                             | <b>BKF<br/>Engineers</b>       | <b>Gates &amp;<br/>Associates</b> | <b>M-Group</b> | <b>Evans &amp; De<br/>Shazo<br/>(New Team<br/>Member)</b> | <b>Total</b>     |
|-------------------------------------------------------------|--------------------------------|-----------------------------------|----------------|-----------------------------------------------------------|------------------|
|                                                             | PM, Surveying,<br>Civil Design | Urban Design &<br>Landscaping     | Environmental  | Historic<br>Preservation                                  |                  |
| <b>Item 1: Napa Valley Vine Trail Feasibility<br/>Study</b> | \$ 30,000                      | \$ 2,500                          | \$ -           | \$ -                                                      | \$ 32,500        |
| <b>Total Contract Amendment Items</b>                       | <b>\$ 30,000</b>               | <b>\$ 2,500</b>                   | <b>\$ -</b>    | <b>\$ -</b>                                               | <b>\$ 32,500</b> |

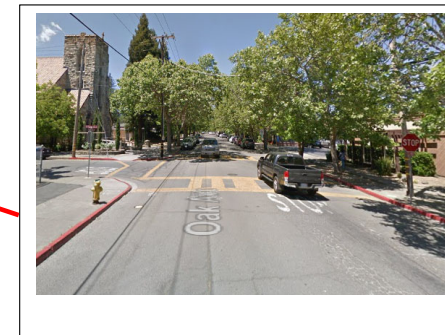




Madrona Ave



Adams Street



Tainter Street



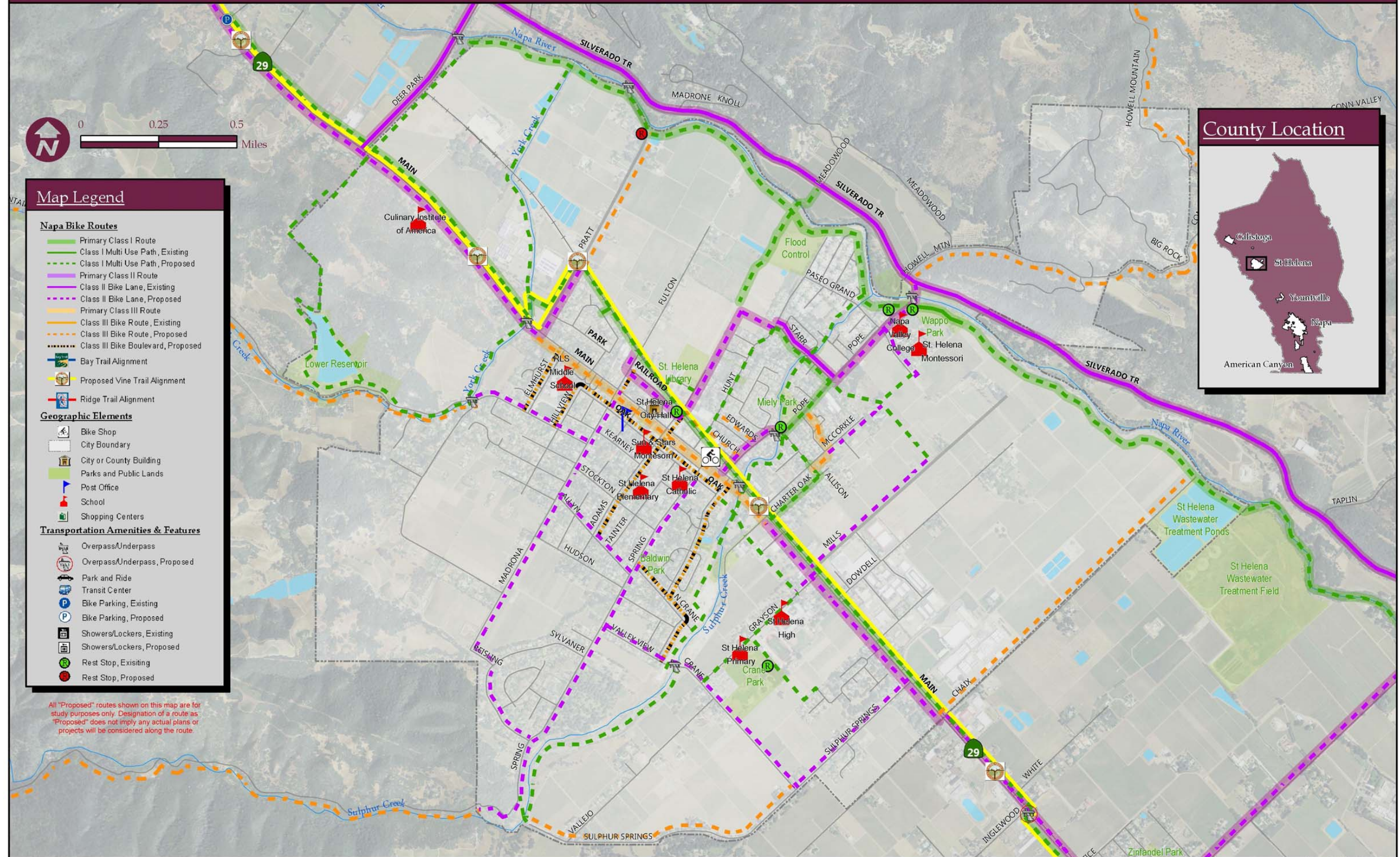
Sunshine Market Driveway

NAPA VALLEY VINE TRAIL  
Conceptual Route  
ST HELENA (Grayson Ave to Hillview Place)

January 2019







Name: City\_St\_Helena

Map Produced by Questa Engineering Inc. in Conjunction with Whitlock & Weinberger Transportation Inc.

Date Saved: 11/4/2011 1:59:27 PM





Report to the City Council  
Council Meeting of June 25, 2019

**Agenda Section: New Business**

**Subject:** City Council discussion of General Fund debt capacity, funding options, and revenue sources to fund various civic capital projects including, but not limited to, improvements, maintenance, and new facilities.

**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

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**BACKGROUND**

At the June 11, 2019, meeting, City Council requested staff bring an item back to Council for discussion regarding various General Fund funding sources as well as the current debt capacity based off of the FY 2019-20 Adopted budget and the 2020-2029 Long Range Financial Forecast.

**DISCUSSION**

Staff is seeking discussion and direction from City Council for the next steps to determine current debt capacity, funding options, and revenue sources to fund various civic capital projects including, but not limited to, improvements, maintenance, and new facilities.

Staff currently has two resources immediately available to assist in preparing information for presentation to City Council. The first resource is Del Rio Advisors, LLC. City Council approved Amendment #1 to STH Contract: 2017-030 with Del Rio Advisors, LLC (Ken Dieker) to provide additional "as needed" municipal financial services for general municipal services in an amount not-to-exceed \$2,000. To-date no funds have been used and the full \$2,000 is available to assist with staff inquiries. This equates to approximately 11 hours of work. Based on initial conversations with Ken

Dieker, the amount available will be enough to start the process and discussion. The second resource is Mark Walsh, CPA. The City's current contract with Mark Walsh, CPA has a balance of approximately \$10,000 to assist staff with various City related finance projects.

It is important to note the role of the Municipal Advisor (MA) and the role of a CPA differ and it is important to know what is allowable under the Securities and Exchange Commission (SEC) Municipal Advisor Rule. The role of the MA is to assist the City in structuring and managing debt financing and developing a detailed financial schedule. The role of the CPA is to assist with ensuring the guidelines established by the Government Accounting Standards Board (GASB) are followed as well as assist in forecasting revenues and expenditures. Under the SEC Rule, MAs have an explicit fiduciary duty to their government clients and can provide advice and/or recommendations to the City on a specific type of financing while a CPA cannot provide this advice.

Both Ken Dieker and Mark Walsh are available to staff to assist in answering City Council questions. Based on City Council direction, it may be necessary to incorporate additional resources.

**FISCAL IMPACT**

The fiscal impact is not known at this time and will be dependent on City Council direction.

**RECOMMENDED ACTION**

Staff is seeking discussion and direction from City Council for the next steps to analyze current debt capacity, and evaluate funding options and revenue sources to fund various civic capital projects including, but not limited to, improvements, maintenance, and new facilities.

## USES

### SHAPE COMMITTEE

|                                    |  |
|------------------------------------|--|
| <b>CITY HALL</b>                   |  |
| City hall new                      |  |
| City hall reno at library          |  |
| City hall reno other with lease    |  |
| City hall reno other with purchase |  |

|                                    |  |
|------------------------------------|--|
| <b>POLICE</b>                      |  |
| Temporary location CDF/Teen center |  |
| New Facility cost/site             |  |

|                              |  |
|------------------------------|--|
| <b>LIBRARY</b>               |  |
| New library/community center |  |
| Reno existing on site        |  |
| Reroof                       |  |

|                         |  |
|-------------------------|--|
| <b>CORPORATION YARD</b> |  |
| Fix and relocate        |  |

|                        |  |
|------------------------|--|
| <b>SIGNORELLI BARN</b> |  |
| Stabilize              |  |
| Reconstruct            |  |

|                             |  |
|-----------------------------|--|
| <b>CARNEGIE</b>             |  |
| Short term staff relo costs |  |
| Renovate per EMG            |  |

|                                     |  |
|-------------------------------------|--|
| <b>LYMAN PARK</b>                   |  |
| Upgrades w/new construction CH site |  |

|                   |  |
|-------------------|--|
| <b>SCOUT HALL</b> |  |
|-------------------|--|

|                   |  |
|-------------------|--|
| <b>HEAD START</b> |  |
| Minimal rehab     |  |
| New rec facility  |  |

|                   |  |
|-------------------|--|
| <b>OTHER</b>      |  |
| STREETSCAPE       |  |
| STORMWATER SYSTEM |  |
| PARK IMPROVEMENTS |  |
| HOUSING           |  |

|                   |  |
|-------------------|--|
| <b>TOTAL USES</b> |  |
|-------------------|--|

## SOURCES

### SHAPE COMMITTEE

|                                     |  |
|-------------------------------------|--|
| <b>RAILROAD</b>                     |  |
| Sell all market price               |  |
| Sell all reduced price for housing  |  |
| Sell part market price              |  |
| Sell part reduced price for housing |  |

|                        |  |
|------------------------|--|
| <b>SIGNORELLI BARN</b> |  |
| Lease                  |  |

|                 |  |
|-----------------|--|
| <b>CARNEGIE</b> |  |
| Lease           |  |

|                             |  |
|-----------------------------|--|
| <b>GENERAL FUND</b>         |  |
| Bond capacity based on LRRF |  |

|               |  |
|---------------|--|
| <b>EIFD</b>   |  |
| With Adams    |  |
| Without Adams |  |

|              |  |
|--------------|--|
| <b>ADAMS</b> |  |
| Sale of part |  |

|                   |  |
|-------------------|--|
| <b>3P OPTIONS</b> |  |
|-------------------|--|

|                              |  |
|------------------------------|--|
| <b>TAXES / LICENSES</b>      |  |
| Transfer Tax                 |  |
| Business license             |  |
| Remaining sales tax increase |  |

|                      |  |
|----------------------|--|
| <b>TOTAL SOURCES</b> |  |
|----------------------|--|

Submitted by Council Member Koberstein



# Infrastructure Roadmap with Milestones (2017-2021)

