*AMENDED 4-23-21
City of St. Helena
Regular City Council Meeting
Tuesday, April 27, 2021 @ 6:00 PM
Republished: Thursday, April 22, 2021 6:37 PM

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.

In accordance with Executive Order N-29-20, and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways: Members of the public may not physically attend meetings. The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage that is not corrected within 10 minutes, the meeting will automatically be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled evening meeting of the City Council. Any other items on the agenda that the Council has not taken action on will be placed on a future agenda.

Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions. Spanish translation for this meeting will be offered. To access Spanish translation, you will need to join the meeting using the Zoom app from a computer, iPad or Iphone. You will see an icon on the screen that will allow you to choose Spanish translation. To learn how to use Zoom, please see the instructions below..

Please click the link below to join the meeting:
https://us02web.zoom.us/j/87155527726
Or One tap mobile :
US: +16699006833,,87155527726# or +12532158782,,87155527726#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
Meeting ID: 871 5552 7726
International numbers available: https://us02web.zoom.us/u/kc1LS56L7Y

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Ciudad de Santa Helena Reunión Especial del Ayuntamiento 27 de abril de 2021 @ 6:00 PM **De acuerdo con las órdenes ejecutivas N-29-20, y la orientación del Departamento de Salud Pública de California sobre reuniones, se permite la participación pública virtual. Seguiremos la Orden de la siguiente manera: Los miembros del público no pueden asistir físicamente a las reuniones. La reunión del Ayuntamiento de la Ciudad se transmitirá en vivo por el Canal 28 de Comcast y en el sitio web de la Ciudad, salvo dificultades técnicas. Aquellos miembros del público que deseen participar deben hacerlo de forma virtual a través de las reuniones electrónicas de Zoom de las siguientes maneras; iniciando sesión en el enlace Zoom ubicado en la agenda de la reunión (descargue la aplicación en su computadora o dispositivo móvil) e ingrese la ID de la reunión o llamando al número ubicado en la agenda e ingrese la ID de la reunión. Se aceptarán comentarios públicos para la reunión del Ayuntamiento por correo electrónico a** publiccomment@cityofsthelena.org**. Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al díasiguiente.**

En el evento que el Ayuntamiento pierda la energía eléctrica o sufra un corte de conexión de internet que no pueda ser corregido en 10 minutos, la reunión se terminará automáticamente. Todos los artículos notificados como audiencias públicas continuarán a la próxima reunión regular programada del Concejo Municipal. Cualquier otro tema en la agenda sobre el que el Consejo no haya tomado acción se incluirá en una futura agenda.

Consulte el final de la agenda para obtener instrucciones detalladas de PARTICIPACIÓNPÚBLICA. Se ofrecerá traducción al español para esta reunión. Para acceder a la traducción al español, deberá unirse a la reunión utilizando la aplicación Zoom desde una computadora, iPad o Iphone. Verá un icono en la pantalla que le permitirá elegir la traducción al español. Para aprender a utilizar Zoom, consulte las instrucciones a continuación.

TENGA EN CUENTA: Cualquier persona que desee hablar sobre un tema en la agenda o hacer un comentario en la sección de "comentario público" de la agenda puede hacerlo, pero por favor observe el límite de tiempo de cuarto minutos.

Habrá traducción en español durante la junta
Haga clic en el enlace a continuación para participar en la reunión:
https://us02web.zoom.us/j/87155527726
O por iPhone one-tap:
US: +16699006833,,87155527726# or +12532158782,,87155527726#
O por Teléfono: Marque(para mejor calidad, marque número basado en su ubicaciónactual):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
ID de la Reunión: ID: 871 5552 7726
International numbers available: https://us02web.zoom.us/u/kc1LS56L7Y

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
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Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy

4. ADOPTION OF THE AGENDA

5. 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.

5.1. Public Comment.Nancy Dervin1 — 15 - 19
Public Comment.Nancy Dervin2

6. 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.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. PG&E Gas Main Project Presentation by Brian Garber, Project Manager, Mark van Gorder, Government Relations and Michele Williams, Customer Outreach, Deanna Contreras, Marketing & Communications — 21 - 37
PG&E Presentation

7.2. Proclamation Declaring May as Bike Month and Friday, May 21st, 2021 as Bike to Wherever Day 2021 presented to Patrick Band Executive Director, Napa County Bicycle Coalition — 39 - 40
Proclamation

7.3. May is Monarch & Pollinator Conservation Month Proclamation Presented to Erin Arnsteen, Western Monarch Society of Napa County Representative — 41
Proclamation

8. STAFF BRIEFING

8.1. Monthly Water Update

8.2. City Manager COVID Update

9. 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)

9.1. Consideration and proposed approval of Regular Meeting Minutes of: — 43 - 78

1. Regular Meeting Minutes of March 9, 2021
2. Special Meeting Minutes of March 15, 2021
3. Regular Meeting Minutes of March 23, 2021
4. Special Joint City Council and Planning Commission Meeting Minutes of March 23, 2021
5. Special Meeting Minutes of April 2, 2021
6. Regular Meeting Minutes of April 13, 2021

(Minutes are forthcoming)

03-09-21 Regular City Council - Minutes
03-15-21 Special City Council - Informational Upper Valley Waste Management Agency Workshop - Minutes
03-23-21 Special Joint City Council - Planning Commission Meeting Housing Element Study Session - Minutes
03-23-21 Regular City Council - Minutes
04-02-21 Special City Council - Water Emergency Mtg - Minutes
04-13-21 Regular City Council - Minutes

9.2. Consideration and approval of a resolution approving a Subrecipient Agreement with Aldea Children & Family Services for a total amount not-to-exceed $500,000 and authorizing the City Manager to execute a subrecipient agreement upon award of CDBG grant. (Subrecipient Agreement Forthcoming) 79 - 99

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
Adopt a resolution approving a subrecipient agreement with Aldea Children & Family Services for a total amount not-to-exceed $500,000 and authorizing the City Manager to execute the subrecipient agreement upon award of CDBG grant.

Staff Report - Pdf

9.3. Consideration and proposed adoption of a Resolution Authorizing (1) City Manager to execute Professional Service Agreement with Operational Technical Services (OTS) for temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed $100,620; (2) authorizing an increase of $100,620 to 571-5029-2130; and (3) authorizing use of Wastewater Operations Fund balance in an amount not-to-exceed $58,620. 101 - 124

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends City Council adopt the attached Resolution.

Staff Report - Pdf

9.4. Consideration and proposed approval of a resolution ratifying the SB 95 COVID-19 Supplemental Paid Sick Leave and Temporary Policy Administrative Temporary Policy P-CC-0005. 125 - 134

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director
Recommendation:
Approve Resolution ratifying the SB 95 COVID-19 Supplemental Paid Sick Leave and Administrative Policy P-CC-0005 Temporary Policy.

Staff Report - Pdf

9.5. Consideration and proposed approval of a resolution establishing designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services (Cal OES) under the California Disaster Assistance Act. 135 - 140

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
Staff recommends City Council approve the resolution establishing designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services.

Staff Report - Pdf

9.6. Consideration and proposed approval of a resolution authorizing: (1) City of St. Helena's participation in the California Intergovernmental Risk Authority (CIRA) Workers' Compensation Program effective 07/01/21; (2) the City Manager to execute documents necessary or appropriate to implement the agreement on behalf of the City; and (3) the City of St. Helena to be governed and abide by the master program documents, the memoranda of coverage, and other documents and policies adopted by CIRA. 141 - 144

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, Human Resources & IT Director
Recommendation:
Staff recommends the City Council approve the attached resolution.

Staff Report - Pdf

9.7. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2021-046 in the amount of $15,000 with Interwest for a total contract amount not-to-exceed $40,000. 145 - 167

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
Staff recommends City Council adopt the attached resolution.

Staff Report - Pdf

9.8. Consideration and proposed approval of a resolution: (1) approving a Professional Services Agreement with O'Connor Environmental, Inc. in the amount not-to-exceed $205,000 and authorizing the City Manager to execute the agreement; (2) authorizing a budget increase not-to-exceed $205,000 to 561-5000-2145; and (3) authorizing the use of Water Fund balance in an amount not-to-exceed $205,000. 169 - 190

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney
Recommendation:
City staff recommends the Council approve the attached resolution.
Staff Report - Pdf

9.9. *NEW ITEM 4-23-21 191 - 201
Review and Acceptance of City of St Helena Interim Operational Protocols for Stonebridge Wells (~~Staff report forthcoming~~ Provided 4-26-21)

CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
That Council review and accept the Interim Operational Protocols for the Stonebridge Wells
Staff Report - Pdf

9.10. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Interwest for Hunter Subdivision Planning Contract Staff Services for a total contract amount not-to-exceed $150,000. 203 - 224

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
Staff recommends City Council adopt the attached Resolution.
Staff Report - Pdf
Public Comment.John Milliken

10. PUBLIC HEARINGS

10.1. Consideration and approval of a Resolution adopting a penalty structure for a violation of the City's Phase II and Phase III water regulations set forth in the St. Helena Municipal Code section 13.04.220 et seq. (This Public Hearing Item was Continued from the April 13, 2021 Regular City Council Meeting to the April 27, 2021 Regular City Council Meeting) 225 - 260

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Adopt the attached resolution.
Staff Report - Pdf
Public Comment.Robert Torres

11. OLD BUSINESS

11.1. None

12. NEW BUSINESS

12.1. Consideration adoption of an urgency ordinance amending Chapter 13.04 of the Municipal Code to address the criteria for initiating phased water regulations and the conservation measures for commercial, 261 - 270

industrial, and institutional users. (~~Staff report forthcoming~~ Provided 4-26-21)

CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Adopt Ordinance No. _____
Staff Report - Pdf
Public Comment.Tom Belt

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

13.1. Items forthcoming.

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for May 11, 2021 at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on April 22, 2021. Republished 4-23-21

Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St.

Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

THE CITY OF ST. HELENA ENCOURAGES ONLINE PUBLIC PARTICIPATION IN VIRTUAL CITY COUNCIL MEETINGS

St. Helena, CA– The City of St. Helena is committed to public participation in City government in a manner that is consistent with guidance provided by the Napa County Public Health Official and Governor Newsom's Executive Order N-25-20. These guidelines relate to social distancing, and are intended to protect everyone by limiting the spread of COVID-19 in our community. In adherence to these guidelines, the St. Helena City Council will host a Virtual Council Meeting on Zoom; a free teleconferencing tool that enables users to watch and/or call into the meeting from their computers or phones. This meeting will be open to public and allows for live public comment. The meeting will also be recorded, livestreamed, and posted on the City's website after the adjournment of the meeting if technical difficulties occur: https://sthelena.civicweb.net/Portal/

The ZOOM web link, meeting ID, and phone number will be listed at the top of the City Council Meeting Agenda. You will be required to enter the meeting ID, but there will be no password or participant ID.

How to Watch or Listen to Council Meetings:

1. Watch on Comcast Channel 28
2. Watch the livestreaming video on the City's website
3. Watch and Listen on Zoom.us by clicking on the link in the Council Agenda
4. Listen only by calling the Zoom number listed on the Council Agenda

Watch Council Meeting by Joining the Zoom Meeting:

1. **By Computer, Tablet, or Smart Phone:**
1. Before joining the virtual City Council Meeting, it is highly encouraged that you download the Zoom App. To sign up for your own free account, visit zoom.us/signup and enter your email address. You will receive an email from Zoom (no-reply@zoom.us). In this email, click Activate Account.
2. If you are logged into your account, Enter the **Meeting ID** listed on the City Council Agenda. If you have not created an account go to: https://zoom.us/join and enter the **Meeting ID**
3. Select if you would like to connect audio and/or video and tap **Join Meeting**.
4. For specific instructions for your device, go to: https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting

1. **Listen Only by Telephone:**
1. **Dial** the number listed on the Council Agenda.
2. At the prompt, enter the **Meeting ID** provided on the top of the City Council Meeting Agenda and **Press #. A participate ID is not required.**
3. To disconnect from the meeting, hang up the phone.

Ways to Provide Public Comment:
While attending the virtual City Council Meeting, the public will have the opportunity to provide live public comment during Public Forum and after each agenda item. When it is the appropriate time for public comment the Mayor will verbally open public comment. At this time each individual is permitted 4 minutes to speak.

1. **Send a Public Comment in by 4:00 PM Prior to the Meeting to:** publiccomment@cityofsthelena.org
The easiest way to provide public comment is to email your public comment. Public comments may be emailed to publiccomment@cityofsthelena.org. Please include in the subject line "COMMENT TO COUNCIL and the AGENDA ITEM". Any public comment is required to be submitted no later than 2 hours before the scheduled meeting and will be included as an attachment to the agenda. All public comments will be made publicly available and attached to the agenda item and will not be read out loud. All public comments that are received after 4:00 PM will be attached to the agenda the following day.

2. **Provide Comment through Zoom meeting from a computer, tablet, or smart phone**
This option allows the public to virtually attend the meeting as a muted 'attendee' with no video or screen sharing capabilities. You will be able to see and hear those participating in the meeting, but they will not be able to hear you until the host unmutes you.

If you wish to provide public comment during a specific agenda item or during public forum, you can use the **"raise hand"** feature located in the control panel at the bottom of your screen. The icon is a small blue hand. In Windows you can also use the Alt+Y keyboard shortcut to raise or lower your hand. In Mac you can also use the Option+Y keyboard shortcut to raise or lower your hand.

The host will be notified that you've raised your hand and you will be placed in a queue with all incoming requests.
When it is your turn to speak, you will be notified that the host has unmuted you. To be removed from the queue, just click the '**raise hand'** button again.

3. **Call in to the ZOOM meeting from a cell phone or landline phone only**
This option allows the member of the public with the opportunity to verbally participate in public comment.

If you wish to speak during public comment time dial ***9** on your telephone.

The host will be notified that you would like to speak and you will be placed in a queue with all incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. You may press ***9** again if you wish to be removed from the queue.

You will be notified at the end of your statement that you have been muted.

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En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere la Sección 202 de la Ley de
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Estadounidenses con Discapacidades, permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad a esta reunión.

LA CIUDAD DE ST. HELENA ALIENTA LA PARTICIPACIÓN PÚBLICA EN LÍNEA EN REUNIONES VIRTUALES DEL CONSEJO DE LA CIUDAD

St. Helena, CA– La Ciudad de St. Helena está comprometida con la participación pública en el gobierno de la Ciudad de manera que sea consistente con la guía proporcionada por el Oficial de Salud Pública del Condado de Napa y la Orden Ejecutiva N-25-20 del Gobernador Newsom. Estas pautas se relacionan con el distanciamiento social y están destinadas a proteger a todos al limitar la propagación de COVID-19 en nuestra comunidad. En cumplimiento de estas pautas, el Ayuntamiento de St. Helena organizará una Reunión del Consejo Virtual sobre Zoom; Una herramienta de teleconferencia gratuita que permite a los usuarios mirar y / o llamar a la reunión desde sus computadoras o teléfonos. Esta reunión estará abierta al público y permite comentarios públicos en vivo. La reunión también se grabará, se transmitirá en vivo y se publicará en el sitio web de la Ciudad después de la clausura de la reunión si se presentan dificultades técnicas: https://sthelena.civicweb.net/Portal/

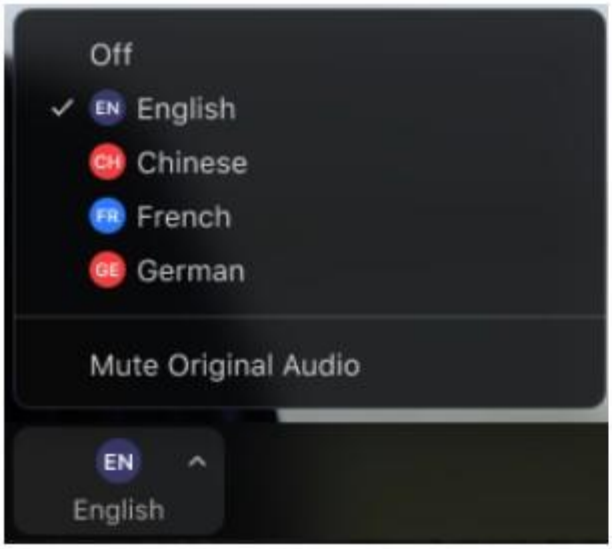
El enlace web de ZOOM, la identificación de la reunión y el número de teléfono se enumerarán en la parte superior de la Agenda de la reunión del Ayuntamiento. Se le pedirá que ingrese la ID de la reunión, pero no habrá contraseña ni ID de participante.

Cómo escuchar la interpretación de un idioma

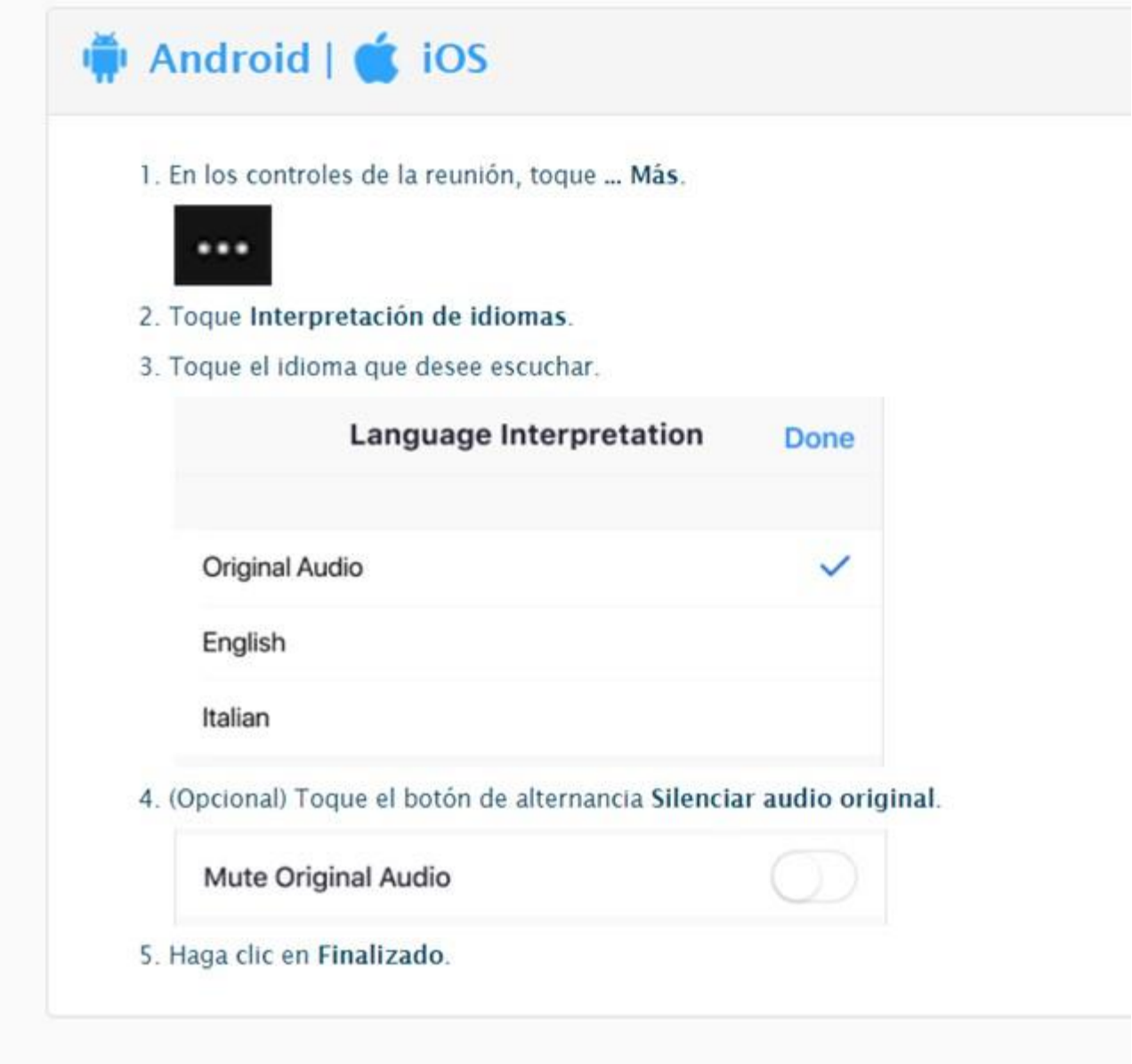
Windows | macOS

1. En los controles de la reunión o el seminario web, haga clic en **Interpr**

2. Haga clic en el idioma que desee escuchar.



3. (Opcional) Para escuchar solo el idioma interpretado, haga clic en **Siler**



Cómo ver o escuchar las reuniones del Consejo:

1. Veala a través del canal 28 de Comcast
2. Vea el video de transmisión en vivo en el sitio web de la ciudad
3. Mire y escuche en Zoom.us haciendo clic en el enlace en la Agenda del Consejo
4. Escuche llamando al número de Zoom listado en la Agenda del Consejo

Vea la reunión del Consejo uniéndose a la reunión Zoom:

1. **Por computadora, tableta o teléfono:**

a. Antes de unirse a la reunión virtual del Ayuntamiento, le recomendamos que descargue la aplicación Zoom. Para registrarse en su propia cuenta gratuita, visite zoom.us/signup e ingrese su dirección de correo electrónico. Recibirá un correo electrónico de Zoom (no-reply@zoom.us) . En este correo electrónico, haga clic en Activar cuenta.
b. Si ha iniciado sesión en su cuenta, ingrese la ID de la reunión que figura en la Agenda del Ayuntamiento. Si no ha creado una cuenta, vaya a: https://zoom.us/join e ingrese la ID de la reunión

c. Seleccione si desea conectar audio y / o video y toque Unirse a la reunión. re. Para obtener instrucciones específicas para su dispositivo, vaya a: https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting

2. **Escuche solo por teléfono:**

a. **Marque** el número que figura en la Agenda del Consejo.
b. Cuando se le solicite, ingrese la **ID de la reunión** provista en la parte superior de la Agenda de la reunión del Concejo Municipal **y presione #. No se requiere una identificación de participación.**
c. Para desconectarse de la reunión, cuelgue el teléfono

Formas de proporcionar comentarios públicos:
Mientras asiste a la reunión virtual del Ayuntamiento, el público tendrá la oportunidad de proporcionar comentarios públicos en vivo durante el Foro Público y después de cada tema de la agenda. Cuando sea el momento apropiado para comentarios públicos, el Alcalde abrirá verbalmente los comentarios públicos. En este momento, cada individuo tiene permitido 4 minutos parahablar.

1. Envíe un comentario público por adelantado a publiccomment@cityofsthelena.org
La forma más fácil de proporcionar comentarios públicos es enviar su comentario público por correo electrónico. Los comentarios públicos pueden enviarse por correo electrónico a publiccomment@cityofsthelena.org.Incluya en la línea de asunto "COMENTARIO AL CONSEJO y el PUNTO DEL PROGRAMA". Cualquier comentario público debe presentarse a más tardar 2 horas antes de la reunión programada y se incluirá como un archivo adjunto a la agenda. Todos los comentarios públicos se harán públicos y se adjuntarán al articulo de la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al día siguiente.

- 2. Proporcione comentarios a través de la reunión Zoom desde una computadora, tableta o teléfono inteligente

Esta opción permite que el público asista virtualmente a la reunión como un "asistente" silenciado sin capacidades de video o pantalla compartida. Podrá ver y escuchar a los participantes en la reunión, pero no podrán escucharlo hasta que el anfitrión de permisio.

Si desea proporcionar comentarios públicos durante un elemento específico de la agenda o durante un foro público, puede usar la función "levantar la mano" ubicada en el panel de control en la parte inferior de la pantalla. El icono es una pequeña mano azul. En Windows también puede usar el atajo de teclado Alt + Y para subir o bajar la mano. En Mac también puedes usar el atajo de teclado Alt + Y para subir o bajar lamano**.**

Se le notificará al anfitrión que ha levantado la mano y se lo colocará en fila con todas las solicitudes entrantes

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Para ser retirado de la fila, simplemente haga clic de nuevo el botón “levantar la mano”.

3. **Llame a la reunión de ZOOM desde un teléfono fijo o móvil solamente**

Esta opción le permite al miembro del público la oportunidad de participar verbalmente en comentarios públicos.

Si desea hablar durante el tiempo de comentarios públicos, marque * 9 en su teléfono.

Se le notificará al anfitrión que le gustaría hablar y se colocará en fila con todas las solicitudes entrantes.

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Puede presionar * 9 nuevamente si desea ser eliminado de la fila.

Dear City Council and City Manager, 4/26/21

I was stunned when Paul Dohring recently suggested RFPs that would include a hotel on the Adams Street property, particularly considering more than half the town just voted to prevent hotel development there for at least twenty years, and your recently adopted mission statement which includes “Preserving our historic, small-town, rural character" and “focusing on new and diverse sources of revenue." Is that not your intention? Also, what about our potentially devastating water crisis looming and critical need for workforce housing? A hotel would only add to those problems, not remedy them.

The idea that another luxury hotel will fix what ails our downtown is magical thinking. According to the 2018 Napa Valley Visitor Industry Economic Impact report, in 2018 Napa Valley welcomed 3.85 million visitors. Of those, 64.5 percent were on day trips**.** By percentage, the City of Napa received the highest number of visitors, with St. Helena coming in second over Calistoga, Yountville, and every other city or town in the valley.

Do the math. That’s a daily average of 6,803 people driving around the valley, not staying in a hotel, with St. Helena getting a lion’s share of them. So, lack of tourists is not the problem. Many of our downtown businesses have been here for a very long time and are continuing to succeed, through fires and a pandemic Is it possible some shops fail because their goods are not what people want, or their prices are too high, or maybe their staff aren’t friendly enough? Survival of the fittest or most relevant is a fact of nature.

Our lack of parking is egregious. Why not address this longstanding problem and make it easy for people to stop, shop and dine?

Another big problem is not incentivizing landlords to rent their spaces. Why not implement a special tax or fee on empty buildings as other cities have done. Or at least require they dress their storefronts. https://news.artnet.com/art-world/pandemic-left-storefronts-small-town-vacant-now-mayor-requires-landlords-fill-local-art-1939442 https://specialtyshopretailing.com/2019/02/the-empty-storefront-crisis/

At the Planning Workshop Mr. Dohring stated, “To focus in on one proponent (housing?) to the exclusion of many other ideas is a disservice to our community." It seems like it is Mr. Dohring who is focused on one proponent. There are housing advocates suggesting mixed use on the property that are community serving, in addition to housing. How is that exclusionary? Because it would not include a hotel? Hmmm.

Dohring goes on to say, “To me the irony is not lost...some folks have criticized other agencies for not doing RFPs.... to focus on one idea and advance it doesn’t give us an opportunity to make a choice.” Is it possible Mr. Dohring has forgotten we did do RFPs that included options beyond a hotel? It was the inclusion of hotels that killed the proposals. We were given a choice and we made it. The choice was a loud and clear no hotel on Adams Street. We made that choice again last November.

If sentiments around town had changed sufficiently to warrant taking another run at it, that would have been reflected in the Measure G vote. But it was not. To again go down the road of RFPs that include a hotel on Adams Street will be like pulling the pin on a social hand grenade. It will be messy, divisive, and waste a lot of personnel time, energy, and dollar resources that should be used for immediate needs, such as establishing water security and addressing our housing crisis. Is that really where you want to take us?

Sincerely,
Nancy Dervin

THE HISTORY OF ADAMS STREET

April 26, 2021

Dear City Council and City Manager,

In case some of you don't know or have forgotten, and because it is important, the following is the actual history of the 5.6 acres of public land located at the corner of Library Lane and Adams Street (parcel #009-150-006). This is all documented in City records. Noteworthy is that a hotel was never considered an appropriate use, indicating a hotel would violate the purposes intended for Adams Street.

October 24, 2000. City Council Meeting wherein approval for lease financing for the purchase of what was then the Daly property, now referred to as Adams Street, occurred. "Ms. Haas (finance director) stated that the lender originally suggested that City Hall be used as the collateral (for a loan). However, staff prefers to not encumber City Hall because the Council may want to borrow funds for the future remodel of City Hall or to sell the property to finance a new City Hall on the Daly property. The lender appears to be agreeable to using the Carnegie Building and Crane Park as collateral."

October 26th, 2000. The purchase of the property was discussed by City Council, Chamber of Commerce, and School District Board of Trustees. The only uses for the land entertained at that time were "city hall, community center, park and open space."

November 14, 2000. At the City Council meeting the Planning Director presented an outline for going forward on the Adams Street property that included: "identifying stakeholders, utilization of a Project Planning Task Force to review development options, development of conceptual site plans, site development plan/specific plan, hiring of an architect to prepare architectural plans, determining the budget, establishing a public review period and environmental assessment, preparation of final working drawings, securing funding, selecting a contractor, and obtaining a building permit."

November 28, 2000. The process for development having been approved, City Council directed staff to schedule a Council Study Session/Community Meeting in the beginning of 2001.

January 29, 2001. City Council conducted a special TOWN MEETING at the fire station for the sole purpose of receiving community input on how the community would like to see the Adams Street property utilized. After a comprehensive overview and much discussion, here is the exhaustive list of items identified as possible use of the property: "Community Center, ball field, Boys and Girls Club, day care/Montessori, multistory parking, City Hall and Police Department offices, non-profits, farmer's market, picnic area, Senior Center, Wine Library expansion, Library expansion, community garden, performing arts, Media Center, Tech Center, space for art shows and performances, gym, affordable housing, Family Resource Center, organizations that serve the under-served, Assembly Hall, public agency uses (i.e. DMV), Transit Center for Pak-a-Ride type transportation, and open space."

In summary the meeting facilitator suggested that "whatever is developed be maintained for community use and urged that it not be developed in such a way to attract tourists. Another member of the public stated that it is important to keep in mind what presently exists in the area, namely, a library and a vineyard."

The group then created a shortened "Vision" for the property. The following "hopes" for the Adams Street property were held by most of the group:

- There should be multiple uses of the property.
- The property should benefit the community and the citizens of St. Helena.
- Open space and preserving the beauty of the Valley should be major considerations.

• The property should address needs that are not currently met; a needs assessment should be done so that there is no duplication; make sure other facilities are fully utilized/shared before adding additional projects; encourage organizations to collaborate and look at ways of sharing the property/space.

May 21, 2001. Another SPECIAL MEETING to discuss the development of Adams Street. The previously identified options were reviewed but this time the idea of for-profit development was introduced. The question posed was, "Should a portion of the site be leased or sold to a for-profit developer?" By a show of hands 5 were in favor and 16 were opposed.

December 11, 2001. Review, and direction Re: Conceptional Development Program for Adams Street Property took place. The City Manager summarized that the city had entered into an agreement with Collaborative Design Architects, Inc. (CDA) for professional services for a conceptual development of Adams Street. A very comprehensive presentation was given by Mr. Burns (CDA). He then "reviewed that four alternatives were preliminarily derived and were subsequently modified as follows:

Alternative 1: Recreational Softball Field/Play Field and a Community Center shared with non-profit users (Boys and Girls Club, Family Resources Center, etc.).

Alternative 2: Mixed Use/Affordable Housing with a small amount of office space and a Community Center shared with non-profit users (Boys and Girls Club, Family Resources Center, etc.).

Alternative 3: Women's Center/Hospital and a Community Center shared with non-profit users (Boys and Girls Club, Family Resources Center, etc.).

Alternative 4: Women's Center/Hospital, Affordable Housing without Offices and a Community Center shared with non-profit users (Boys and Girls Club, Family Resources Center, etc.).

January 25, 2011. City Council meeting Adams Street was reviewed and discussed again. Senior Planner Desmond stated that, "In **2005** the Council solicited proposals for planning, design, and construction of a mixed-use development on Adams Street that included affordable housing, office and/or retail on the project site. In **2006**, the city solicited proposals for community visioning and consensus building for the project site. The project was abandoned when members of the public expressed the opinion that the project should be defined during the General Plan Update Process."

"As a component of the General Plan Update, Planning staff and consultants from MIG developed and implemented a **Community Visioning process from November 2008 through January 2009**. The results of this process resulted in a "Preferred Land Use Scenario" and a "Design Portfolio" which were presented to the Planning Commission and City Council in the Spring of 2009."

Mr. Goldfarb was at that meeting and addressed the Council, stating "that it was his understanding that Council wanted to address what they wanted to do with the Adams Street property before considering the housing issues. He commented that if it is the Council's intent to throw out the city visioning plan and prepare their own it needed to be stated." Nothing was stated by the city other than putting the matter off to be discussed at a future meeting.

June 21, 2016. The City issued RFPs for the development of Adams Street. Several proposals were received and all of them included hotel development. They were presented to the community at a Town Hall that was standing room only with over 100 people in attendance. The proposals had it all: mixed use, office buildings, five Star boutique hotel, event center, retail shops, luxury apartments, even a 1+ acre plaza, City Hall and Police Station! Every proposal was fervently rejected by the community. Had any of them proposed uses that didn't include a hotel there may have been a different outcome.

THE HISTORY OF ADAMS STREET

November 3, 2020. Measure G advising there be no hotel/motel development permitted on the Adams Street parcel for at least twenty years passed with a majority vote.

Clearly the citizens of St. Helena have thoroughly evaluated numerous options for Adams Street over the years. Please respect the wishes of the majority as opposed to a minority who keep pushing for something that is unwanted and unnecessary, namely a hotel on the property.

Sincerely,

Nancy Dervin

PG&E Gas Distribution & Transmission 1930 Vintage Pipeline Upgrade

St. Helena to Calistoga

April 27th, 2021

PG&E Gas Distribution & Transmission Pipeline Upgrade

- At Pacific Gas and Electric Company (PG&E) our most important responsibility is the safety of our customers and the communities we serve.
- As part of that responsibility, we will be performing strength tests and upgrading our underground natural gas transmission and distribution pipeline in the North Bay.
- The extensive testing and upgrading will be conducted at various locations between Napa and Calistoga from 2019 – 2022.
- Between St. Helena and Calistoga, there are 8 miles of gas pipeline, all of which will be directly impacted by this bundle of work - 2 Transmission Replacements, Distribution System Installation, and 2 Strength Tests.

Motivation For Upcoming Gas Projects

Safety -

- We are here to keep you safe! These projects are important safety upgrades.

Capacity -

- We are facing a capacity issue. In 2022 and 2023, there are developments coming online throughout the valley and those developments will exceed the capacity of the system.

Vintage Pipe -

- The current transmission pipe is 1930 Vintage that needs to be replaced.

Distribution System –

- North of St. Helena, we will be installing a distribution system and replacing the majority of individual customer distribution services.

Requirements -

- Federal DOT/CPUC testing requirements (every 7 years).

PG&E Gas Strength Tests T-1448A / T-1448B

Strength Testing Improves PG&E Gas Pipeline Safety

PG&E conducts strength testing on its natural gas transmission pipelines, using water to pressurize them at a much higher level than would be used in operation.

1. PG&E safely vents the pipeline to be tested and excavates sections that need to be retrofitted to prep for the strength test. The pipeline is cleaned.

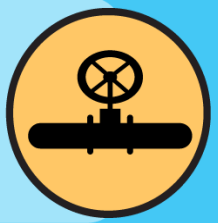
2. The pipeline is filled with water.

3. The pipeline is pressurized to a designated level much higher than normal operating pressure.

4. The test pressure is held for 8 hours.

5. If the test fails, the failed sections are located and replaced. After repairs are done, the pipeline is retested.

6. Following a successful test, the pipeline is dewatered and dried and returned to service.



Learn more at **pge.com/safety**

PG&E Gas Strength Tests T-1448A / T-1448B

Strength Test Activity

Tanks to store water used in the testing process, called a Frac Tanks, a max of 2 tanks will be placed at various locations throughout the neighborhood.

Crews will be digging up portions of the streets to access pipelines for testing. Traffic will be diverted around these areas.

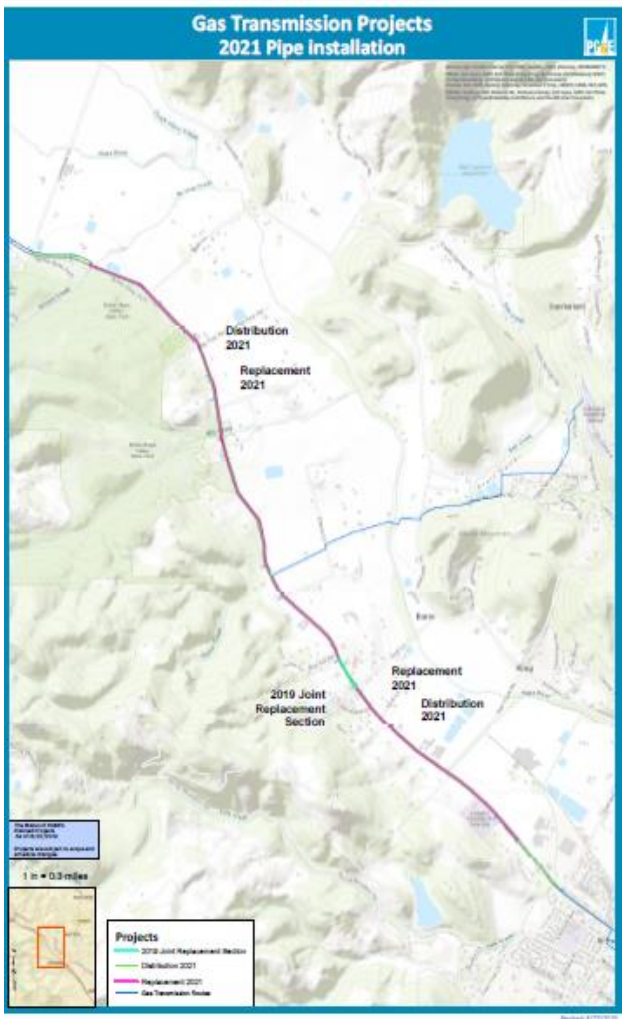
Strength Test/Test Head – water is carried to the pipe through an above ground test head.

Work Scheduled For 2021

September 2021 – May 2022

Pipe Replacement/Installation R-1018

- **Location** - Pratt Ave to Madrigal Lane
- **Impact** – Highly impactful due to traffic disruptions and noise. PG&E will work with the City of St. Helena and Cal Trans to coordinate projects for least impact possible.
- **Project Specifics** – Excavation of a trench to install new pipe will occur. In some locations the pipe will be installed using trench-less methods. Both new transmission and distribution pipe will be installed. Most services to individual customers north of St. Helena will be replaced. You will see PG&E, contractor trucks and heavy equipment. Traffic control will be in place.

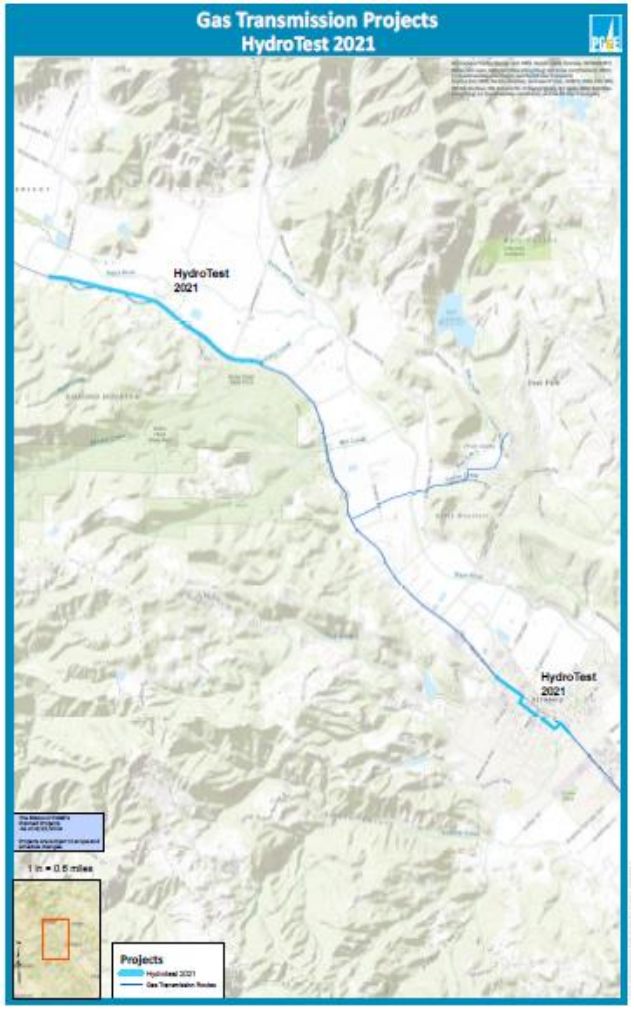


Work Scheduled For 2021 Continued

September 2021 – December 2021

Strength Test – (T 1448 B)

- **Location -** St. Helena (6 Locations from Gotts Roadside Burgers to Pratt Ave).
- **Impact** – Highly impactful due to traffic disruptions and noise.
- **Project Specifics –** There will be multiple excavations. During this test PGE will remove the gas from a segment of the pipeline, fill the pipeline with water and pressurize it to a level higher than normal operating pressure. You may see large tanks which will be used to handle water. You may also see PG&E or contractor trucks and heavy equipment.

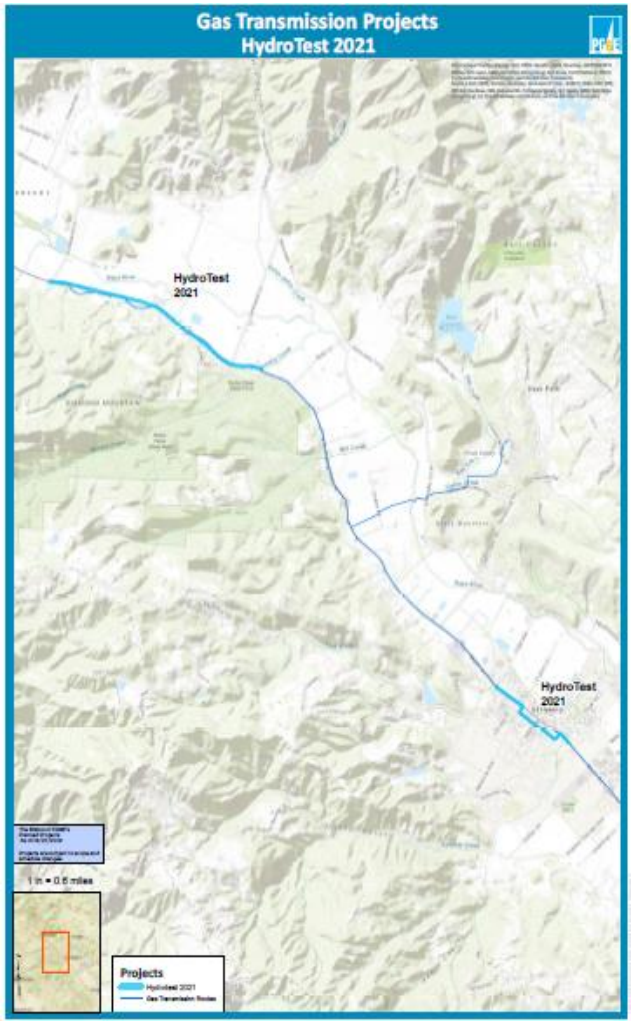


Work Scheduled For 2021 Continued

September 2021 – December 2021

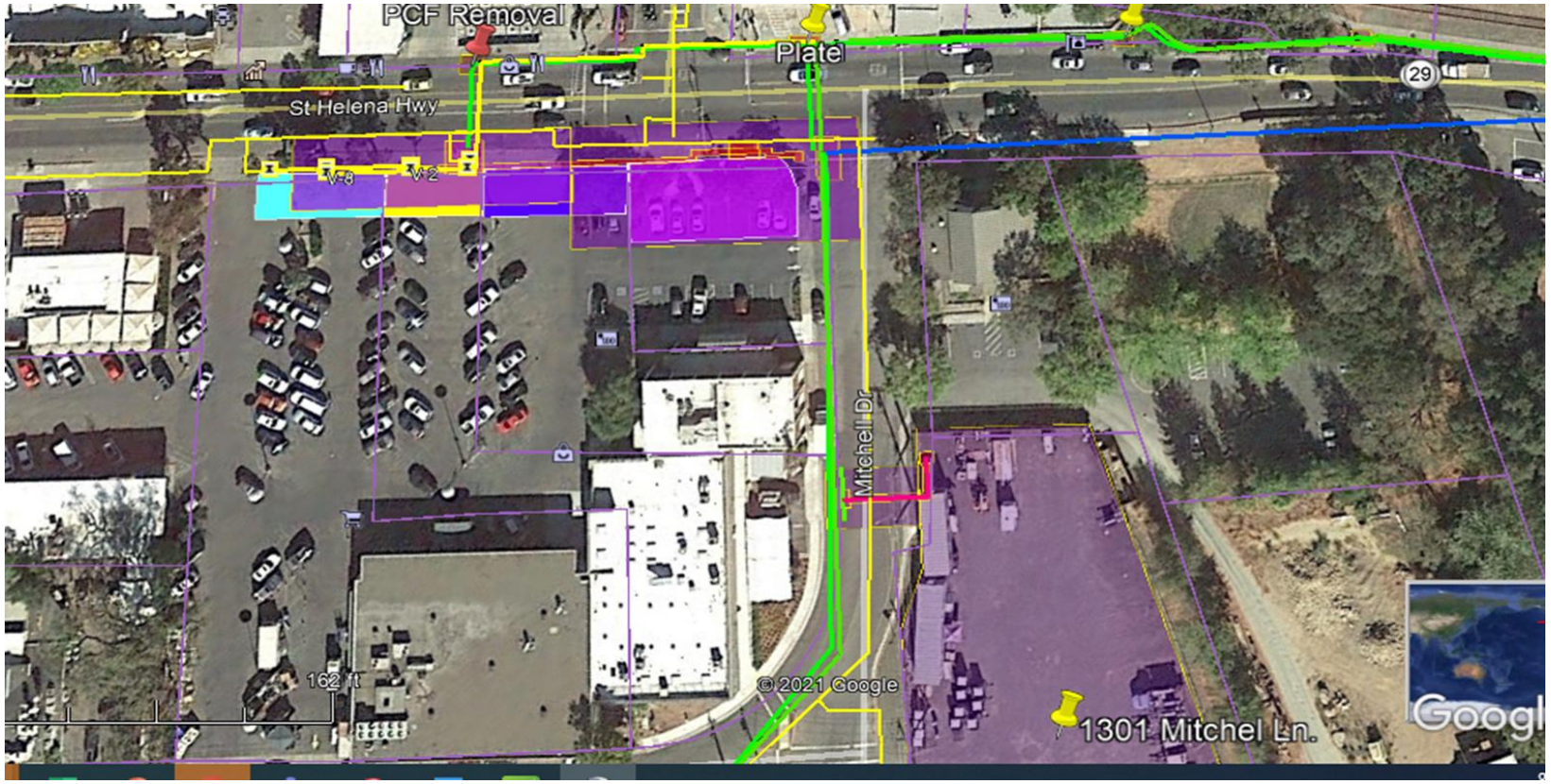
Strength Test (T 1448 A)

- **Location** - Madrigal Lane to Dunaweal Lane (17 locations).
- **Impact** – Highly impactful due to traffic disruptions and noise.
- **Project Specifics** - There will be multiple excavations. During this test PGE will remove the gas from a segment of the pipeline, fill the pipeline with water and pressurize it to a level higher than normal operating pressure. You may see large tanks which will be used to handle water. You may also see PG&E or contractor trucks and heavy equipment.

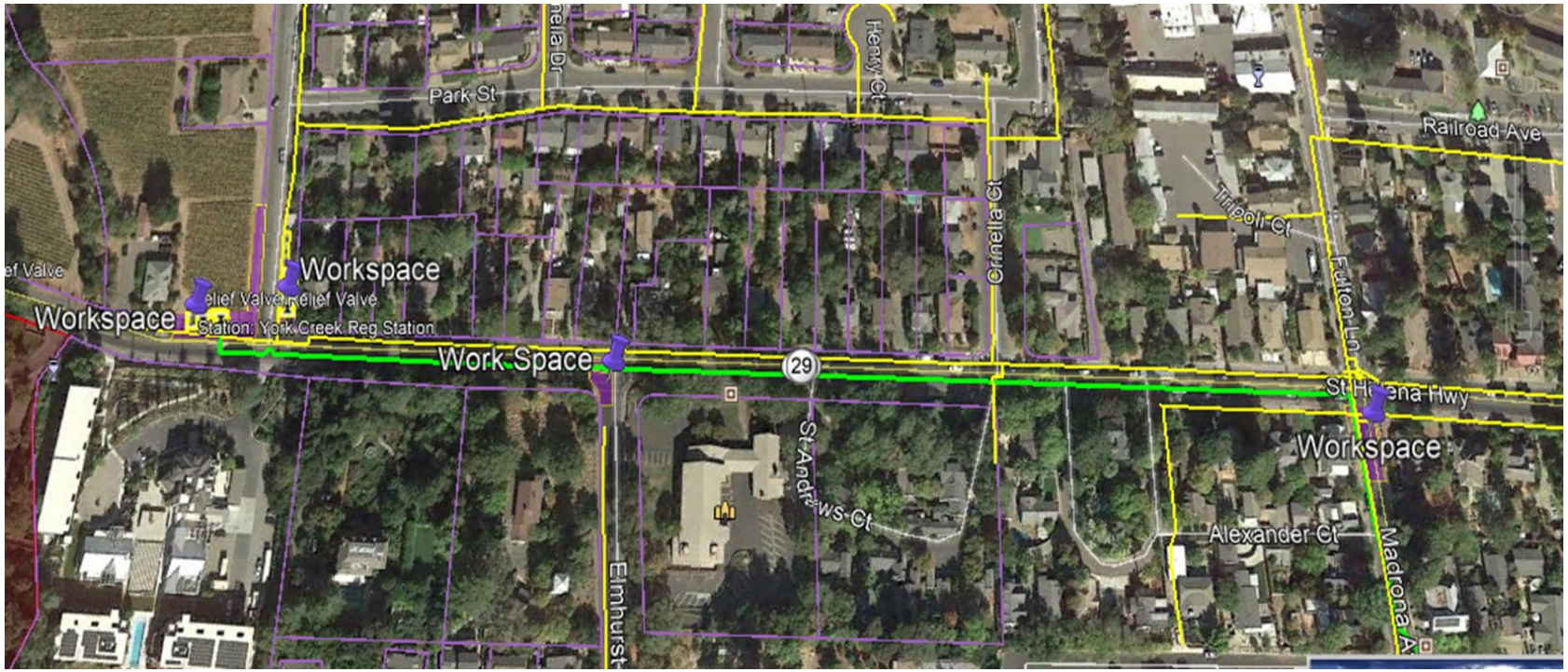


Work Areas - South of Sulphur Creek

Work Areas – Mitchell Lane and HWY 29



Work Areas – Madrona Ave., Elmhurst Ave., Pratt Ave.



Work Areas – Pratt Ave. to Deer Park Road

How Will PGE Provide Gas During This Work?

- South of Yountville, there are two transmission pipes that supply gas from Highway 12 to Yountville. Gas will be provided in most cases from the pipeline not being work on.
- In areas local to where a pipe is out of service, tanker trailers and bottles containing compressed natural gas (CNG) will supply customers with gas. No disruption of service should occur.
- North of Yountville, there is one pipeline that supplies gas to the valley. During testing and some activities during installation of new pipe, gas supply to the existing pipe will be shut off.
- In areas local to where a pipe is out of service, tanker trailers and bottles containing compressed natural gas (CNG) will supply customers with gas.
- In the larger areas outside the work zone, liquid natural gas (LNG) will be injected into the system from one location to supply customers. No disruption of service should occur.
- PG&E's planned location of that liquid natural gas injection point is the northern end of the gas transmission section at Dunaweal Lane.

How Will PGE Provide Gas During This Work?

- North of St. Helena an effort has been on going to replace the older high pressure system and develop a low pressure distribution system. These projects will come close to completing that effort. The intent of developing a distribution (low pressure) gas system is to provide safer more reliable gas service to each customer.

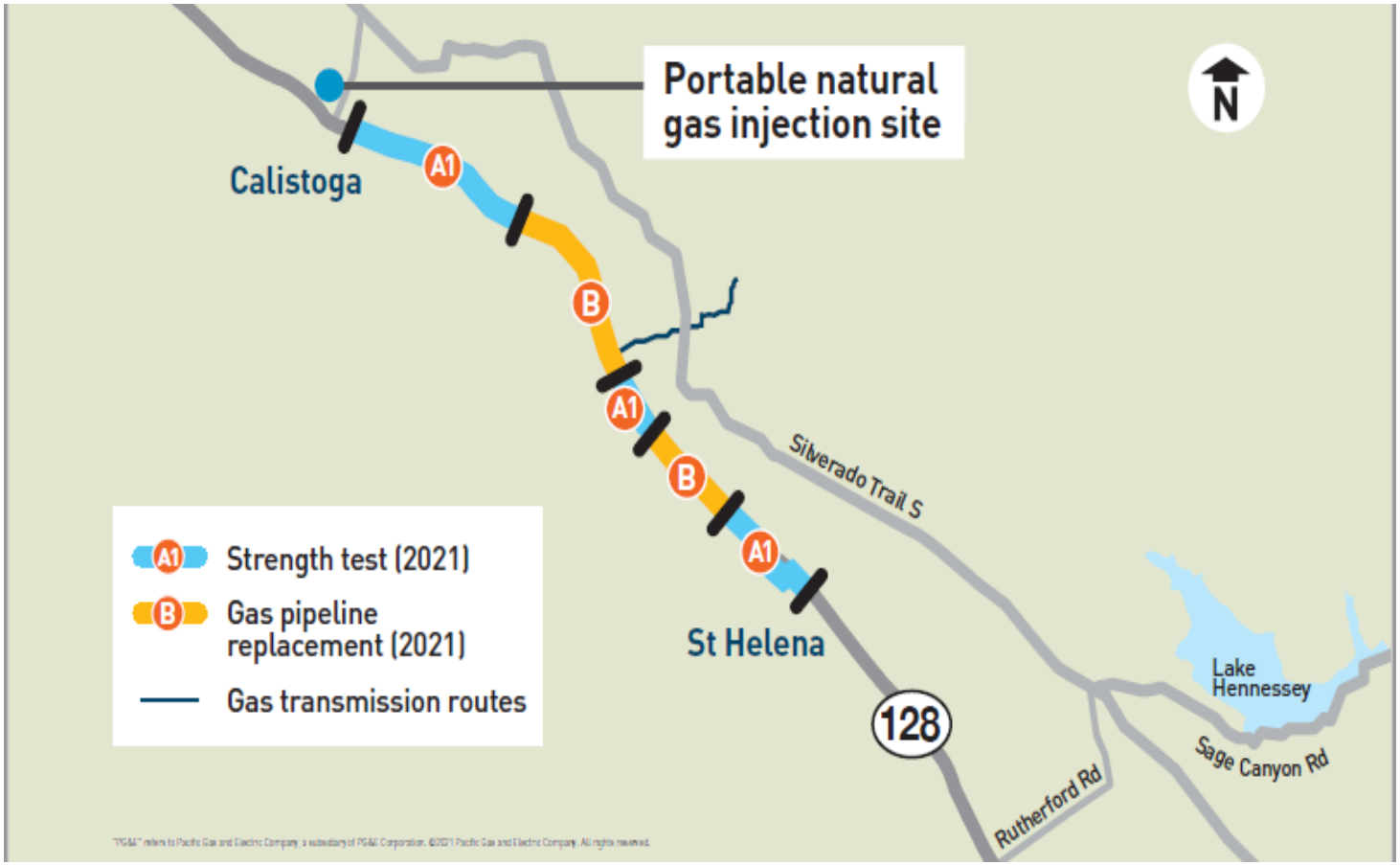
- In many cases replacement of the existing pipe to each meter will occur. Before that work begins customers will be contacted to discuss trenching, landscaping and hardscape concerns. PGE will return to "as is or better condition" affected areas.

- During the switch over from the old to the new pipe, PGE will supply customers with gas via bottles or tanker trailers containing compressed natural gas (CNG).

- In rare instances where temporary CNG cannot be used PGE, will coordinate with the individual customer and have personnel standing by to relight all pilot lights once the switch over is made. These outages, if they occur are typically less than 30 minutes.

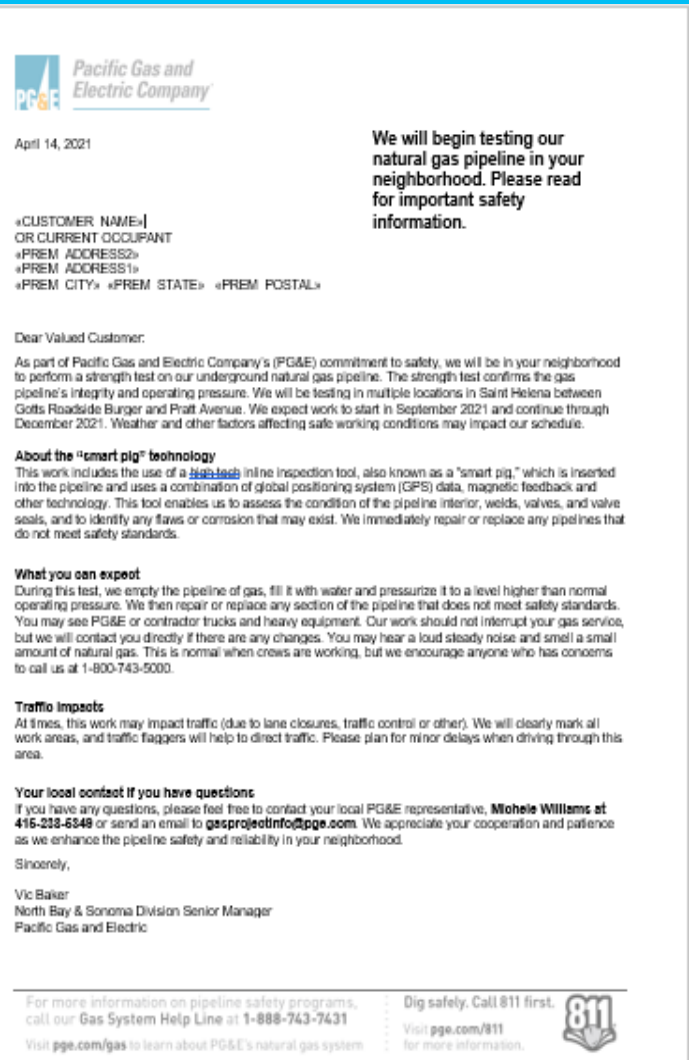
- Instances where this may occur include:
  - Where gas meter may need to be replaced.
  - Safety issues found within the customer owned gas system.
  - Physical constraints of the property that prevent use of portable natural gas.

PG&E Gas Projects – St. Helena to Calistoga



Community Outreach

- ✓ Pre and Post Work Notification Letters (sample attached)
- ✓ Phone Calls and Emails
- ✓ Door-to-Door Outreach
- ✓ Community Open Houses – TBD/COVID?
- ✓ Project Webpage - 2021
- ✓ PG&E Customer Service: 800-743-5000



Pacific Gas and Electric Company

April 14, 2021

We will begin testing our natural gas pipeline in your neighborhood. Please read for important safety information.

«CUSTOMER NAME»
OR CURRENT OCCUPANT
«PREM ADDRESS2»
«PREM ADDRESS1»
«PREM CITY» «PREM STATE» «PREM POSTAL»

Dear Valued Customer:

As part of Pacific Gas and Electric Company's (PG&E) commitment to safety, we will be in your neighborhood to perform a strength test on our underground natural gas pipeline. The strength test confirms the gas pipeline's integrity and operating pressure. We will be testing in multiple locations in Saint Helena between Gotts Roadside Burger and Pratt Avenue. We expect work to start in September 2021 and continue through December 2021. Weather and other factors affecting safe working conditions may impact our schedule.

About the "smart pig" technology
This work includes the use of a high-tech inline inspection tool, also known as a "smart pig," which is inserted into the pipeline and uses a combination of global positioning system (GPS) data, magnetic feedback and other technology. This tool enables us to assess the condition of the pipeline interior, welds, valves, and valve seals, and to identify any flaws or corrosion that may exist. We immediately repair or replace any pipelines that do not meet safety standards.

What you can expect
During this test, we empty the pipeline of gas, fill it with water and pressurize it to a level higher than normal operating pressure. We then repair or replace any section of the pipeline that does not meet safety standards. You may see PG&E or contractor trucks and heavy equipment. Our work should not interrupt your gas service, but we will contact you directly if there are any changes. You may hear a loud steady noise and smell a small amount of natural gas. This is normal when crews are working, but we encourage anyone who has concerns to call us at 1-800-743-5000.

Traffic impacts
At times, this work may impact traffic (due to lane closures, traffic control or other). We will clearly mark all work areas, and traffic flaggers will help to direct traffic. Please plan for minor delays when driving through this area.

Your local contact if you have questions
If you have any questions, please feel free to contact your local PG&E representative, **Michele Williams at 415-238-6349** or send an email to **gasprojectinfo@pge.com**. We appreciate your cooperation and patience as we enhance the pipeline safety and reliability in your neighborhood.

Sincerely,

Vic Baker
North Bay & Sonoma Division Senior Manager
Pacific Gas and Electric

For more information on pipeline safety programs, call our **Gas System Help Line** at **1-888-743-7431**
Visit **pge.com/gas** to learn about PG&E's natural gas system

Dig safely. Call 811 first.
Visit **pge.com/811** for more information.

Project – Q & A

- **Questions/Answers/Comments**

Business or Resident Questions Should Be Directed To:
Michele Williams
Sr. Gas Outreach Specialist
Mobile: 415.238.5349
Michele.Williams@pge.com

County or City Official Questions Should Be Directed To:
Mark VanGorder
Sr. Public Affairs Representative
Mobile: 415.521.0487
Mark.VanGorder@pge.com

CITY OF ST. HELENA
Proclamation Declaring May as Bike Month and Friday, May 21st, 2021 as Bike to Wherever Day 2021

WHEREAS, the City of St. Helena recognizes that bicycling is a healthy, convenient, and environmentally sustainable form of transportation for residents and visitors, and is a fun and accessible recreational activity for kids and adults to get outside and explore the incredible beauty of the Napa Valley; and

WHEREAS, the City of St. Helena is committed to implementing the adopted 2019 Bicycle Plan, reaching the goal of 10% of all trips by bicycle by the year 2035, and making our streets and roadways safe for bicyclists of all ages and abilities; and

WHEREAS, creating an community culture that promotes bicycling for everyday trips has been shown to improve the health, wellbeing, and quality of life of residents, to improve focus, attention and learning outcomes for sudents, to reduce stress, and to save money for both residents and our community by reducing transportation costs and limiting wear and tear on our local roadways; and

WHEREAS, our community has seen an unprecedented increase in bicycle ridership over the past year, with thousands of residents embracing the idea of riding a bike for recreation and everyday trips to the grocery store, coffee shop, local restaurants, parks and open spaces, and a myriad of other destinations; and

WHEREAS, programs like Safe Routes to School, and Bike to Wherever Day, provide critical opportunities to both educate and encourage members of our community to walk and bike; and

WHEREAS, throughout the month of May, residents and visitors throughout the Napa Valley will experience the simple joy of riding a bicycle through free events and programs including Family Biking Workshops, helmet give-aways, valet bike parking, community rides, or simply by pumping up their tires and going for a ride; and

WHEREAS, the City of St. Helena encourages everyone to participate in Bike to Wherever Day on Friday, May 21st, 2021, and to “Pledge to Ride” their bicycle for short trips at least once a week throughout the month of May 2021; and

NOW, THEREFORE, BE IT RESOLVED that I, Geoff Ellsworth, Mayor of the City of St. Helena, along with my fellow council members, do hereby proclaim the Month of May as Bike Month and Friday, May 21st, 2021 as Bike to Wherever Day in the City of St. Helena.

_____
Geoff Ellsworth, Mayor
City of St. Helena

CITY OF ST. HELENA
Proclamation Declaring Monarch and Pollinator Awareness Month May 2021

WHEREAS, more than eighty-five percent of flowering plants on Earth, including wild and cultivated species, require the assistance of animal pollinators in order to produce seeds; and

WHEREAS, pollinators play a vital role in maintaining a healthy ecosystem. Local plant species, wildlife, and urban agriculture all depend on pollination from bees, butterflies, and other animals; and

WHEREAS, globally, pollinators are in great decline due to pressures including habitat loss, climate change and increased use of pesticides; and

WHEREAS, the western monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the western monarch butterfly population has been reduced by 99.9% since the 1980's with only less than 2,000 migratory western monarch butterflies counted in January 2021; and

WHEREAS, the United States Department of Agriculture and the U.S. Fish and Wildlife Service have declared the monarch to be a priority species for conservation because healthy monarch habitat benefits a wide variety of other species; and

WHEREAS, the Xerces Society has declared Napa County a Priority 1 Action Zone in the conservation of western monarch butterflies; and

WHEREAS, St. Helena is home to many native pollinator species such as birds, bats, and insects which keep our environment healthy and biodiverse; and

WHEREAS, St. Helena recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS, St. Helena is working to build a healthy, sustainable and wildlife-friendly community that brings the many benefits of nature to all corners of our community; and

WHEREAS, every resident in St. Helena can help make a difference for the western monarch butterfly and other native pollinators by planting native host plants, including native milkweed, and other nectar plants in pesticide free zones and taking other steps to provide healthy habitat in back yards, rights-of-way, and open spaces; and

WHEREAS, the Western Monarch Society of Napa County will give out a limited number of native milkweed plants to community members in the Spring of 2021; and

WHEREAS, St. Helena will continue to support local, state and national efforts that protect, restore, and conserve habitat for pollinators, as well as foster a greater connection between residents and wildlife; and

WHEREAS, Cities, towns and counties have a critical role to play to help save the monarch butterfly, and St. Helena is striving to become a leader; and

WHEREAS, On March 18, 2021, I, Mayor Geoffrey Ellsworth, signed the National Wildlife Federation's Mayors' Monarch Pledge and have officially committed to taking the following meaningful actions to protect the western monarch butterfly: engage with community garden groups and urge them to plant native milkweeds and nectar-producing plants; engage with gardening leaders and partners to support monarch butterfly conservation; host or support a native seed or plant sale, giveaway or swap; and change ordinances so herbicides, insecticides, or other chemicals used in the community are not harmful to pollinators; and

NOW THEREFORE BE IT RESOLVED that I, Geoff Ellsworth, Mayor of St. Helena, and the City Council Members of the City of St. Helena do hereby proclaim the month of May as "Monarch and Pollinator Awareness Month" in the City of St. Helena and encourages all residents to participate in community activities that support and celebrate monarch and pollinator protection and conservation, especially planting native milkweed and other native nectar flowers in pesticide free zones on their properties.

_____
Geoff Ellsworth, Mayor, City of St. Helena

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, March 9, 2021 @ 6:00 PM

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

Present: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM:

Leslie Velasco, Dennis Kelly, Kelly Anderson addressed the City Council.

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

Reports were made by staff and City Council.

City Attorney Walsh noted there was no reportable action taken at the Closed Session Meeting on March 9, 2021.

Vice Mayor Dohring requested an Upper Valley Waste Management Agency informational meeting to review regulatory oversight, jurisdiction franchise agreement background, Joint Powers Authority agreement and origins of operations history, and Mayor Ellsworth agreed.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1 Napa County Fire Preparedness, by Christopher Thompson, President, Napa Communities Firewise Foundation

Christopher Thompson presented on the item.

7. STAFF BRIEFING

7.1 City Manager COVID Update

City Manager Prestwich provided an update.

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 Regular Meeting Minutes of February 23, 2021. (~~Minutes are forthcoming~~)
Prepared By: Cindy Tzafopoulos, City Clerk

8.2 Receive and File FY 2019-20 Annual AB 1600 Report on Development Impact Fees

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2020

8.3 Second reading and proposed adoption of an Ordinance amending and restating St. Helena Municipal Code (SHMC) Chapter 17.164 'Design Review', modifying the requirements and process for Design Review primarily as applied to single family residential projects; proposing to eliminate the requirement for Design Review for “Outdoor Seating” identified in SHMC Sections 17.48.090 and 17.52.090; and proposing to eliminate the requirement for Design Review for the installation of “Awnings and Canopies”, as identified in SHMC Section 17.112.070, citywide.

CEQA Determination: Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15061(b)(3).
Prepared By: Aaron Hecock, Senior Planner
Recommendation:
It is recommended by the Planning Commission that the City Council:

1. Find that the proposed Ordinance amendment is exempt form the requirements of CEQA pursuant to Guidelines Sections 15301, 15302, 15303 and 15061(b)(3); and

2. Conduct a second reading and adopt by title only and waive further reading of an ordinance amending and restating Chapter 17.164 and Sections 17.48.090(C)(6), 17.52.090(D)(6), 17.112.050(B) and 17.112.070 of the St. Helena Municipal Code.

8.4 Consideration and proposed approval of a resolution to approve joining the Employment Risk Management Authority (ERMA) JPA for employment practices liability coverage

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, Human Resources & IT Director
Recommendation:
Staff recommends Council Adopt the enclosed Resolution authorizing participation in the Employment Risk Management Authority (ERMA).

8.5 Item 8.5 was removed from Consent and will be continued to a date uncertain.

~~Consideration and approval of a Resolution authorizing: (1) a budget increase of $28,698 to 101-5000-2130 in FY 2020-21 for costs associated with the Active Transportation Plan/Safe Routes to School Plan Phase II Study, (2) use of Gas Tax Funds in the amount of $28,698 for the study, and (3) a transfer from Gas Tax funds to the General Fund in an amount not-to-exceed $28,698 upon completion of the study.~~

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends approval of the attached Resolution.

8.6 Consideration and proposed adoption of a Resolution authorizing: (1) the City Manager to execute Amendment No. 1 to STH Contract: FY2021-059 in the amount of $125,000 with Coastland Civil Engineering, Inc. for Interim City Engineering Services for a total contract amount not-to-exceed $150,000.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council adopt the attached Resolution.

8.7 Consider Resolution authorizing the City Manager to execute a Professional Services Agreement with Accent on Languages for City interpretation services in an amount not-to-exceed $31,000

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Adopt Resolution authorizing the City Manager to execute a Professional Services Agreement with Accent on Languages for City interpretation services in an amount not to exceed $31,000

Council Member Anna Chouteau moved to approve Consent items 8.1 through 8.4 and items 8.6 through 8.7. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul

Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

New Business item 11.1 was heard out of order at the conclusion of Consent.

11.1 Review and Discussion of Potential Projects to Submit Applications for Funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP).

CEQA Determination: This item is purely an informational discussion to gain Council direction and is therefore not a CEQA project. Any formal decisions on individual projects will be subject to a complete analysis and determination under CEQA.
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
Review and provide direction on potential projects to submit applications for funding through the Hazard Mitigation Grant Program (HMGP).

City Manager Prestwich introduced the item and Finance Manager Kellogg reported on the item.

No public comment was received.

It was the consensus of the City Council to authorize staff to continue advancing the applications for funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). The City Council also requested an update to be provided at a City Council meeting at a later date.

9. PUBLIC HEARINGS

9.1 None

10. OLD BUSINESS

10.1 Discussion and review of alternative options to the "Hunt Avenue Hub" Pop-Up Park and temporary street closure of Hunt Avenue from Main Street to Railroad Avenue.

CEQA Determination: Exempt from the requirements of CEQA under the “General Rule”, Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Stephanie Iacobacci, Recreation Supervisor
Recommendation:

Discuss and provide direction to the City Manager.

Recreation Supervisor Stephanie Iacobacci reported on the item.

Public comment was received by Glenn Smith, Cynthia Ariosta, Kellie Anderson and Elaine de Man.

It was the consensus of the City Council to authorize advancing Telegraph Alley, the Easterly portion of Telegraph Alley parking lot, and two parklets (to be determined) on the Eastside of Main Street on Hunt Avenue.

Mayor Ellsworth called for a ten minute recess at 8:25 pm and the meeting reconvened at 8:35 pm.

10.2 Discussion on bike facilities along Grayson Avenue from High School sports fields to South Crane Avenue and South Crane Avenue from Grayson Avenue to Crane Park sports fields, direction to staff on the preferred facility, and consideration of adoption a Resolution rescinding Resolution 2020-94 and adding portions of Grayson Avenue and South Crane Avenue to the City's list of red zones (parking prohibitions). The recommended bike facility options are as follows:

(1) Add a Class II bike lane in the northbound and southbound direction on Grayson Avenue, and restrict parking on the south side of Grayson Avenue, and add a Class II bike lane in the eastbound and westbound direction on South Crane Avenue, and restrict parking on the east and west side of South Crane Avenue;

(2) Add a Class III "Share the Road" bike facility in both directions on Grayson Avenue and South Crane Avenue and no parking restrictions

CEQA Determination: CEQA will be completed as part of project design
Prepared By: Edrees Argand, Assistant Engineer
Recommendation:
Discussion on bike facilities along Grayson Avenue and South Crane Avenue, direction to staff on preferred facility, and consideration of adopting a Resolution rescinding Resolution 2020-94 and adding portions of Grayson Avenue and South Crane Avenue to the City’s list of red zones (parking prohibitions).

Public Works Director Erica Ahmann Smithies reported on the item.

Public comment was received by Carlotta Sainato, Katherine Philippakis, Jack Stuart, Brent Randol Ashley Hepworth and Patrick Band.

It was the consensus of the City Council to:

1. Add a Class III “Share the road” bike facility in both directions on Grayson Avenue. (segment 1).
2. Add a Class II bike lane in northbound and southbound lane on Grayson avenue (segment 2) and remove parking on this section.

    - Additionally, Council directed staff to bring back costing estimates for a Class I Bike Facility for segments 3 and 4 (east side).

    - Council did not make a decision regarding bike facilities on segments 3 and 4. Staff was directed to come back at a future meeting when the Class I information is available for direction on segments 3 and 4.

Council Member Lester Hardy moved to approve the Resolution as to segments 1 and 2 only. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Lester Hardy moved to extend the meeting to 10:00 pm. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10.3 Consideration and proposed approval of a resolution appointing one applicant to the Active Transportation & Sustainability Committee and consider leaving the recruitment open for the Active Transportation & Sustainability Committee's unfilled terms of office until filled.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends adopting a resolution appointing Bryce Howard to the Active Transportation & Sustainability Committee with a term expiring June 30, 2022.

Staff further recommends leaving the recruitment open for the Active Transportation & Sustainability Committee's unfilled terms of office until filled.

Council Member Hall recused himself from the item and left the meeting.

City Clerk Tzafopoulos reported on the item.

Bryce Howard addressed the City Council.

Public comment was received by Matt Smith, Kami Smith, and Sandi Thompson.

The item failed due to a lack of a nomination to appoint applicant Bryce Howard by Mayor Ellsworth.

Council Member Hall returned to the meeting after the item concluded.

11. NEW BUSINESS

11.1 Item 11.1 was heard after the conclusion of Consent.
~~Review and Discussion of Potential Projects to Submit Applications for Funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP).~~

11.2 Consideration and approval of a Resolution of the City Council of the City of St. Helena Setting a Hearing for 6:00 p.m., Tuesday, April 13, 2021 to Consider Objections to the Proposed Annexation of Territory, known as 2790 Spring Street, St. Helena, CA. 94574 (APN 009-391-034), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 139.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
It is recommended the City Council adopt a Resolution Setting a Hearing for 6:00 p.m. on Tuesday, April 13, 2021, to consider objections to the proposed Annexation of Territory, known as 2790 Spring Street, St Helena, CA. 94574 (APN 009-391-034), into the St Helena Municipal Sewer District No. 1, MSD Annexation No. 139.

Vice Mayor Dohring recused himself from the item.

Public Works Director Smithies reported on the item.

No public comment was received.

Council Member Lester Hardy moved to approve the Resolution. The motion

was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: Vice Mayor Paul Dohring

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

13. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:58 p.m.

The Regular meeting minutes of March 9, 2021 were approved at the Regular City Council meeting of April 27, 2021.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Monday, March 15, 2021 @ 9:30 AM

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

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Lester Hardy

Absent: Council Member Eric Hall

1. CALL TO ORDER

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.

2. ROLL CALL

Council Member Hall was absent from the meeting.

3. ADOPTION OF THE AGENDA

3.1 Adoption of the agenda.

CEQA Determination: Exempt

Vice Mayor Paul Dohring moved to adopt the agenda as presented. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Lester Hardy
NOES: None
ABSENT: Council Member Eric Hall
ABSTAIN: None
RECUSE: None

4. PUBLIC COMMENT:

5. NEW BUSINESS:

5.1 Informational Upper Valley Waste Management Agency Workshop

City Manager Mark Prestwich provided an overview of the informational Upper

Valley Waste Management Agency Workshop.

Steve Lederer, Napa County Public Works Director/Manager of Upper Valley Waste Management Authority reported on the Joint Powers Authority (JPA). Peter Ex, Solid Waste Program Manager and David Morrison, Director of Planning Building and Environmental Services provided a regulatory report.

No public comment was received.

6. ADJOURNMENT

The Special meeting adjourned at 11:15 am.

The Special meeting minutes of March 15, 2021 were approved at the Regular City Council meeting of April 27, 2021.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special Joint City Council and Planning Commission Meeting
Tuesday, March 23, 2021 @ 4:00 PM

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

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Chair: John Ponte, Vice Chair Daniel Hale and Commissioners: Autumn Anderson, Rosaura Segura and Marika Rothfeld.

Absent: None

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 PUBLIC FORUM:
Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.

5 NEW BUSINESS

a) The State of California requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The purpose of the Housing Element is to: identify the community's current and future housing needs; to state the community's goals and objectives with regard to housing production, rehabilitation, and conservation to meet those needs; and to define the policies and programs that the community will implement to achieve the stated goals and objectives. The Housing Element is an element of the City's General Plan, which provides guiding policy for land use and resource management within the city. Unlike the other General Plan elements, the Housing Element is subject to detailed statutory requirements and mandatory review by a State agency (the California Department of Housing and Community Development or HCD), and is updated on a schedule mandated by the state. Therefore, this element was not updated as part of the City's recent 2040 General Plan.

The City of St. Helena is starting the process to update the City's Housing

Element. Objectives of this update include:

- Prioritize and craft an updated Housing Element meeting all state and regional requirements and Regional Housing Needs Assessment (RHNA) targets for the Planning Period that runs from 2023 - 2031;
- Ensure proper public engagement;
- Complete the required California Environmental Quality Act (CEQA) documentation;
- Use the City's limited resources efficiently; and
- Ensure the update is completed on time and is approved by the California Department of Housing and Community Development (HCD).

To perform the update, the City conducted a competitive bid process and selected a consulting team lead by Mintier Harnish, LP. Mintier Harnish brings a wealth of experience in California and our region in the preparation of Housing Elements and General Plans. During this first joint City Council / Planning Commission meeting, the consultants will provide an overview of the Housing Element update process, including an overview of Housing Element requirements, legislative guidelines, project schedule, and public outreach.

A general overview of the Housing Element update is contained in the attached newsletter for the project. As the project develops, information will also be available on the St. Helena Housing Element website, which can be found at https://sthelenahousing.com.

Planning Director Maya DeRosa introduced the item and Senior Planner Aaron Hecock presented the item. Rick Rust, Mintier Harnish Project Manager provided a presentation.

Planning Commissioner Anderson, Planning Commissioner Segura and Vice Mayor Dohring volunteered to be representatives on the Housing Element Focus Group. No action was taken regarding the Housing Element Focus Group representatives due to it not being agendized. The matter will be agendized at a later date for the City Council and the Planning Commission to consider the item.

Antonio Castellucci, Alisha Sommer, Steve Goldfarb and Mary Stephenson addressed the City Council for public comment.

6 ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 5:55 pm.

The Special Joint meeting minutes of March 23, 2021 were approved at the Regular City Council meeting of April 27, 2021.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, March 23, 2021 @ 6:00 PM

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

Present: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF THE AGENDA

4.1 Adoption of the agenda

City Clerk Cindy Tzafopoulos noted that items 9.1 and 9.4 would need to be continued to the April 13, 2021 Regular City Council Meeting.

Vice Mayor Paul Dohring moved to adopt the presented amendments to the agenda. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

5. PUBLIC FORUM:

Carlotta Sainato, Chris Malan, Leslie Velasco, Rick Crebs, Erin Arnsteen and Tom Belt addressed the City Council.

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

Reports were made by staff and the City Council.

City Attorney Ethan Walsh noted that there was no reportable action from the March 23, 2021 Closed Session City Council Meeting.

Council Member Chouteau requested to agendize Erin Arnsteen's request for a proclamation recognizing the importance of monarch butterflies, Council Member Hardy agreed.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 National Library Week April 4-10, 2021

Library Director Chris Kreiden accepted the national library week proclamation.

8. STAFF BRIEFING

8.1 City Manager COVID Update

City Manager Prestwich provided a COVID update.

9. 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)

9.1 Item 9.1 will be heard at the April 13, 2021 regular City Council meeting. ~~Consideration and proposed approval of Special Meeting Minutes of March 4, 2021 and March 15, 2021 and Regular Meeting Minutes of March 9, 2021. (Minutes are forthcoming)~~

9.2 Resolution of the City Council of the City of St. Helena: (1) ratifying an emergency public project without public bidding relating to the Glass Fire; (2) ratifying Amendment No. 2 to STH Contract: FY2021-025 in the amount of $55,500 with EKI Environmental & Water, Inc. for Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project due to Glass Fire Incident, City Project No. E21-04 for a total contract amount not-to-exceed $147,500.

CEQA Determination: Exempt from CEQA pursuant to Sections 21080(b)(3) and (4)
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council adopt the attached resolution.

9.3 Consideration and Proposed Resolution authorizing the City Manager to Execute a Professional Services Agreement with EKI Environment & Water, Inc. in an amount not-to-exceed $80,000 for consulting services to assist the

City with preparation of a Risk and Resilience Assessment (RRA) and an Emergency Response Plan (ERP) for America's Water Infrastructure Act (AWIA) Compliance.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council adopt the attached resolution.

9.4 Item 9.4 will be heard at the April 13, 2021 regular City Council meeting.

~~Consideration and approval of a resolution authorizing: (1) the lease-purchase of a 2021 Ford Ranger in an amount not-to-exceed $40,474.20 financed over a five-year period with Enterprise Fleet Management; and (2) authorizing the City Manager to execute all documents necessary for the lease-purchase of the vehicle.~~

9.5 Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of $792,550 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of $1,487,930.

CEQA Determination: Project is exempt from the requirements under Section 15061(b)(3) the “General Rule” in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, Section 15262 Acceptance of Feasibility and Planning Studies and Section 15306 Information Collection in that it is purely the recommendation to negotiate a contract and the acceptance of a feasibility study. Any and all future funding and/or construction activities resulting from this action will be separately reviewed for compliance with CEQA and a formal determination made.
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council adopt the attached resolution.

9.6 Consideration and proposed adoption of a Resolution Authorizing (1) City Manager to execute Amendment No. 1 to STH Contract: FY2021-048 in the amount of $409,929.58, to the Professional Service Agreement with Operational Technical Services for temporary Water Treatment Operators with SWRCB Certification for an amount not-to-exceed $434,929.58; (2) authorizing an increase of $210,000 to 561-5034-2130; and (3) authorizing use of Water Operations Fund balance in an amount not-to-exceed $210,000.

CEQA Determination: Not a CEQA project
Prepared By: Clayton Church, Acting Public Works Director
Recommendation:

Staff recommends City Council adopt the attached Resolution.

9.7 Consideration and Approval of an Agreement Regarding Completion of Turley Flats Affordable Housing Project

CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
City staff recommends the City Council approve the attached resolution approving the Agreement Regarding Completion of Turley Flats Affordable Housing Project and allocate the funds from the Affordable Housing Trust Fund necessary to satisfy the City's obligations under the Agreement.

9.8 Consideration and proposed approval of a resolution (1) ratifying an emergency public project without public bidding relating to the Glass Fire; (2) ratifying the professional service agreement with Cardno, Inc. in an amount not-to-exceed $31,946 for the demolition and disposal of one steel bullet trap located at the City's Bell Canyon Reservoir Shooting Range for the Emergency Bell Canyon Gun Range Bullet Trap Demolition and Disposal due to Glass Fire Incident, CIP Project No. E21-08; (3) and ratifying the professional service agreement with Cardno, Inc. in an amount not-to-exceed $40,888 for the demolition and disposal of the permanganate building located just south of the City's Bell Canyon Reservoir dam for the Emergency Permanganate Building Demolition and Disposal due to Glass Fire Incident, CIP Project No. E21-09.

CEQA Determination: Exempt from CEQA pursuant to Sections 21080(b)(3) and (4)
Prepared By: Edrees Argand, Assistant Engineer
Recommendation:
Staff recommends City Council adopt the attached resolution.

9.9 Consideration and approval of a Resolution authorizing: (1) a budget increase of $28,698 to 101-5000-2130 in FY 2020-21 for costs associated with the Active Transportation Plan/Safe Routes to School Plan Phase II Study, (2) use of Gas Tax Funds in the amount of $28,698 for the study, and (3) a transfer from Gas Tax funds to the General Fund in an amount not-to-exceed $28,698 upon completion of the study.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends approval of the attached Resolution.

9.10 Presentation of the Fiscal Year 2020 Comprehensive Annual Financial Report and Independent Auditor’s Report on Internal Control Over Financial Reporting

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager

Recommendation:
Staff recommends the City Council receive the presentation and accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2020.

Council Member Anna Chouteau moved to approve items 9.2, 9.3 and 9.5 through 9.10 of the consent calendar. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. PUBLIC HEARINGS

10.1 Consideration for Introduction and First Reading of an Ordinance Adding Chapter 10.40 “Electric Vehicles” and Sections 10.40.010 – 10.40.070 to Title 10, Vehicles and Traffic, of The St. Helena Municipal Code, Setting Forth Procedures for Expedited Permit Processing For Electric Vehicle Charging Stations

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:

1. Find that the proposed ordinance adding Chapter 10.40 “Electric Vehicles” and Sections 10.40.010 – 10.40.070 to Title 10, Vehicles and Traffic, of the St. Helena Municipal Code, Setting Forth Procedures For Expedited Permit Processing For Electric Vehicle Charging Stations is exempt from the requirements of CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations, and;
2. Staff recommends introducing and conducting the first reading by title only and waive further reading of an ordinance adding Chapter 10.40 “Electric Vehicles” and Sections 10.40.010 – 10.40.070 to Title 10, Vehicles and Traffic, of The St. Helena Municipal Code, Setting Forth Procedures For Expedited Permit Processing for Electric Vehicle Charging Stations.

Assistant to the City Manager, Preya Nixon presented on the item.

Public comment was received by Gopal Shanker.

Council Member Anna Chouteau moved to approve the recommended action. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried

by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10.2 Consideration and proposed approval of the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 138, 222 Pope Street, St Helena, CA. 94574 (APN) 009-030-038.

CEQA Determination: It is determined that the Ordinance is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the "General Rule" Section 15061(b)(3), where is can be seen with certainty that the proposed action will have no significant effect on the environment.
Prepared By: Martin Beltran, Management Analyst
Recommendation:
It is recommended the City Council adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 138, 222 Pope Street, St. Helena, CA. 94574 (APN) 009-030-038.

Management Analyst Martin Beltran presented the item.

Public comment was received by Chris Malan.

Vice Mayor Paul Dohring moved to adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 138, 222 Pope Street, St. Helena, CA. 94574 (APN) 009-030-038. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Council Member Lester Hardy and Vice Mayor Paul Dohring
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

11. OLD BUSINESS

11.1 Consideration of replacing Council Member Anna Chouteau per her request, on the Zoning Code Ad Hoc Committee.

Council Member Chouteau reported on the item.

Council Member Hall volunteered to fill Council Member Chouteau's seat on the Zoning Code Ad Hoc Committee.

It was the consensus of the City Council for Council Member Hall to fill Council Member Chouteau's vacant seat on the Zoning Code Ad Hoc Committee.

12. NEW BUSINESS

12.1 Consideration and proposed approval of a resolution appointing one applicant to the Active Transportation & Sustainability Committee and consider leaving the recruitment open for the Active Transportation & Sustainability Committee's unfilled terms of office until filled.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends adopting a resolution appointing Leslie Stanton to the Active Transportation & Sustainability Committee with a term expiring June 30, 2022. Staff further recommends leaving the recruitment open for the Active Transportation & Sustainability Committee's unfilled terms of office until filled.

City Clerk Cindy Tzafopoulos reported on the item.

Leslie Stanton addressed the City Council.

Mayor Geoff Ellsworth moved to approve the Resolution appointing Leslie Stanton to the Active Transportation and Sustainability Committee with a term expiring June 20, 2022 and leaving the recruitment open to fill the three outstanding Committee seats. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Lester Hardy, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

12.2 Phase II Water Shortage Emergency Penalty Structure Discussion and Direction

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:

Staff recommends the City Council accept the penalty structure recommended by Raftelis and provide direction to staff to bring the recommended penalty structure to the City Council through a Public Hearing on April 13, 2021.

Finance Director April Mitts reported on the item. Raftelis Project Manager Kevin Kostiuk provided a presentation on this item.

Patrick Rue and Tom Belt addressed the City Council for public comment.

It was the consensus of the City Council to:

1. Advance the recommended penalty phase structure provided by Raftelis.
2. Hold the Public Hearing to consider the proposed penalty phase structure at the April 13, 2021 regular City Council meeting.
3. Have Raftelis re-evaluate the allocation bases in the municipal code.

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

13.1

March City Council Meetings: **3/25 Follow-Up Goals Mtg 8:30-12**
April City Council Meetings: **3/29 or 30 Governance** **4/13 (Staff reports due 3/26)** **4/27 (Staff reports due 4/9)**
STAFF BRIEFING:
4/27 Monthly Water Update
4/13 and 4/27 City Manager COVID Update
CONSENT:
4/27 Vintage Hall Agreement Extension
4/13 Purchase of Wastewater Treatment Plant Vehicle
4/13 Scout Hall Agreement
4/13 Second Reading Electric charging station code amendment
4/13 Consideration and proposed approval of a resolution approving the City Manager to execute a Production Agreement with Devastating Pyrotechnics, LLC, in the amount of $40,000 for a City-Sponsored Firework show located in Crane Park on July 4th
TBD - Glass fire termination of emergency
4/13 Vine Trail alignment through St. Helena
4/23 Climate Action JPA
PH or OLD / NEW BUSINESS:
4/23 Update on HMGP funding
4/13 Upper Valley Waste Management Agency Fifth Amendment to

JPA
4/27 St. Helena Community Garden amendment
May City Council Meetings: **5/11(Staff reports due 4/23)** **5/25 (Staff reports due 5/7)** **5/13 Budget Study Session 9-12** **5/27 Budget Study Session (if needed) 9-12**
STAFF BRIEFING:
5/11 and 5/25 City Manager COVID Update
Update on Waste Water Treatment Plant Upgrade Project (report every other month)
CONSENT:
5/25 FY22 SB1 Project List

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:30 p.m.

The regular City Council meeting minutes of March 23, 2021 were approved at the regular City Council meeting of April 27, 2021.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Friday, April 2, 2021 @ 9:00 AM

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

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent:

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA
No adoption of the agenda was made.

4. PUBLIC FORUM:
Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.

5. NEW BUSINESS:

5.1 Discussion and analysis of City of St. Helena water supply to assess need for establishing Phase III water regulations pursuant to St. Helena Municipal Code Section 13.04.250 (~~Staff Report Forthcoming~~ Provided 4-1-2021 3:20 pm)

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Discuss and provide direction to the City Manager.

City Manager Mark Prestwich provided an overview of the meeting.

Interim City Engineer John Wanger reported on this item and provided a presentation.

Mark Smithers, Nancy Dervin and Rick Crebs addressed the City Council.

Finance Director April Mitts reported the following:
1. City water conservation efforts.

2. Water saving messaging to the community.
3. The upcoming April 13, 2021 City Council Public Hearing regarding the penalty structure for a violation of the City's Phase II and Phase III water regulations.

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 10:45 a.m.

The Special meeting minutes of April 2, 2021 were approved at the Regular City Council meeting of April 27, 2021.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, April 13, 2021 @ 6:00 PM

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

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF THE AGENDA

City Clerk Cindy Tzafopoulos reported that items 7.1 and 9.1 will be continued to the April 27, 2021 Regular City Council Meeting.

Council Member Lester Hardy moved to adopt the agenda with the exception of item 7.1 and item 9.1. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

5. PUBLIC FORUM:

Nancy Dervin, Chris Malan, Elaine de Man, Christy Pestoni, Leslie, Beth Nelsen, Lia Holden and Flint Ellsworth addressed the City Council.

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

City Attorney Walsh reported on the April 13, 2021 Special Closed Session City

Council Meeting and noted that there were two items heard in the meeting. There was no reportable action regarding real property negotiations. City Council unanimously directed the City Attorney's office to represent the City of St. Helena in the existing litigation of Pacaso Inc. versus the City of St. Helena.

Reports were made by staff and City Council.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

Item 7.1 will be continued to the April 27, 2021 Regular City Council Meeting.

7.1 ~~PG&E Gas Main Project Presentation~~

8. STAFF BRIEFING

8.1 City Manager COVID Update

City Manager Mark Prestwich provided a COVID update.

9. 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)

Item 9.1 will be continued to the April 27, 2021 Regular City Council Meeting.

9.1 ~~Consideration and proposed approval of Special Meeting Minutes of March 4, 2021 and March 15, 2021 and Regular Meeting Minutes of March 9, 2021 and March 23, 2021. (Minutes are forthcoming)~~

9.2 Consideration and approval of a resolution authorizing: (1) the lease-purchase of a 2021 Ford F-150 Full-Hybrid Pickup in an amount not-to-exceed $41,679.6 financed over a five-year period with Enterprise Fleet Management; and (2) authorizing the City Manager to execute all documents necessary for the lease-purchase of the vehicle.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council adopt the attached resolution.

9.3 Appointment of Vice Mayor Paul Dohring to the 2023-2031 6th Cycle Housing Element Update Focus Group.

CEQA Determination: Not a CEQA project
Prepared By: Aaron Hecock, Senior Planner

Recommendation:
Staff recommends that the City Council:
1. Adopt a resolution appointing Vice Mayor Paul Dohring to the 6th Cycle 2023-2031 Housing Element Update Focus Group.

9.4 Consideration of Second Reading and proposed adoption of an Ordinance Adding Chapter 10.40 “Electric Vehicles” and Sections 10.40.010 – 10.40.070 to Title 10, Vehicles and Traffic, of The St. Helena Municipal Code, Setting Forth Procedures for Expedited Permit Processing For Electric Vehicle Charging Stations

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:

1. Find that the proposed ordinance adding Chapter 10.40 “Electric Vehicles” and Sections 10.40.010 – 10.40.070 to Title 10, Vehicles and Traffic, of the St. Helena Municipal Code, Setting Forth Procedures For Expedited Permit Processing For Electric Vehicle Charging Stations is exempt from the requirements of CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations, and;
2. Staff recommends introducing and conducting the first reading by title only and waive further reading of an ordinance adding Chapter 10.40 “Electric Vehicles” and Sections 10.40.010 – 10.40.070 to Title 10, Vehicles and Traffic, of The St. Helena Municipal Code, Setting Forth Procedures For Expedited Permit Processing for Electric Vehicle Charging Stations.

9.5 Consideration and proposed Resolution authorizing the City Manager to execute a Professional Services Agreement with Noll and Tam Architects in an amount not-to-exceed $41,375 for space planning and Phase 1 tenant improvements at the Napa Valley College Upper Valley Campus

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends City Council adopt the attached resolution.

9.6 Review and consideration of the 2020 St. Helena Annual Housing Element Progress Report

CEQA Determination: Not a CEQA project
Prepared By: Aaron Hecock, Senior Planner
Recommendation:
It is recommended that the City Council review, consider and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2021 mandate.

Council Member Anna Chouteau moved to approve Consent items 9.2 through 9.6, with the exclusion of item 9.1. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. PUBLIC HEARINGS

10.1 Consideration and approval of a Resolution adopting a penalty structure for a violation of the City's Phase II and Phase III water regulations set forth in the St. Helena Municipal Code section 13.04.220 et seq.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Adopt the attached resolution.

Council Member Chouteau recused herself from the item and left the Zoom meeting.

Finance Director April Mitts presented on the item.

Chris Malan, Tom Belt and Robert Torres addressed the City Council for public comment.

It was the consensus of the City Council that Council Member Hardy would assist staff in producing a draft Urgency Ordinance amending Chapter 13.04 of the Municipal Code to address the criteria for initiating phased water regulations and the conservation measures for commercial, industrial and institutional users for consideration at the April 27, 2021 City Council meeting.

Mayor Geoff Ellsworth moved to continue the public hearing to the next Regular City Council meeting of April 27, 2021. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None

RECUSE: Council Member Anna Chouteau

Council Member Chouteau rejoined the zoom meeting.

Vice Mayor Dohring recused himself from item 10.2 and left the zoom meeting.

Mayor Ellsworth called for a break at 7:47 pm and reconvened the meeting at 7:55 pm.

10.2 Consideration and proposed approval of the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 139, 2790 Spring Street, St Helena, CA. 94574 (APN) 009-391-034.

CEQA Determination: It is determined that the Ordinance is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the “General Rule” Section 15061(b)(3), where is can be seen with certainty that the proposed action will have no significant effect on the environment.
Prepared By: Martin Beltran, Management Analyst
Recommendation:
It is recommended the City Council adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 139, 2790 Spring Street, St. Helena, CA. 94574 (APN) 009-391-034.

Management Analyst Martin Beltran presented on the item.

The applicant's consultant Paul Warnock addressed the City Council.

No public comment was received.

Council Member Lester Hardy moved to adopt the Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 139. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: Vice Mayor Paul Dohring

Vice Mayor Dohring rejoined the zoom meeting.

11. OLD BUSINESS

11.1 None

12. NEW BUSINESS

12.1 Consideration and proposed approval of a resolution appointing John Zimmerman to the Active Transportation & Sustainability Committee (ATSC) and keeping the recruitment open until vacant seats have been filled

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
It is recommended the Council adopt a resolution appointing John Zimmerman to the Active Transportation & Sustainability Committee to a regular seat with a term expiring June 30, 2021. Staff recommends leaving the recruitment open for the Active Transportation & Sustainability Committee's unfilled terms of office until filled.

City Clerk Cindy Tzafopoulos presented on the item.

No public comment was received.

Council Member Chouteau made a motion to appoint John Zimmerman to the Active Transportation & Sustainability Committee (ATSC) and keeping the recruitment open until vacant seats have been filled. Council Member Hall seconded the motion. Per City Council protocol the Mayor shall nominate applicants and appointments are subject to approval by the majority of Council. The motion made by Council Member Chouteau and seconded by Council Member Hall is null and void per protocol.

Mayor Geoff Ellsworth moved to nominate John Zimmerman to serve on the Active Transportation & Sustainability Committee for a term expiring June 30, 2021. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Hall recused himself from the item 12.2 per Govt. Code Section 1090 due to his wife's employment with Upper Valley Disposal and Clover Flat and left the Zoom meeting.

12.2 Consideration and Proposed Approval of a Resolution Authorizing the Fifth Amendment to the Napa County Agreement No. 3265 (Upper Valley Waste

Management Agency Joint Powers Authority Agreement)

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Staff Recommends Approval of a Resolution Authorizing the Fifth Amendment to the Napa County Agreement No. 3265 (Upper Valley Waste Management Agency Joint Powers Authority Agreement)

Assistant to the City Manager Preya Nixon reported on the item.

Steven Lederer, Napa County Public Works Director/Manager of Upper Valley Waste Management Authority addressed the City Council to clarify the item.

Amos White, Sandi Thompson, citizen, Kami Smith, Chris Malan, Cio Perez, Frank Leeds and citizen addressed the City Council for public comment.

Mayor Geoff Ellsworth moved to extend the meeting beyond 9:00 pm. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Lester Hardy moved to extend the meeting beyond 9:30 pm. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Anna Chouteau moved to approve the Resolution authorizing the fifth amendment to the Napa County Agreement No. 3265. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, and

Council Member Lester Hardy
NOES: Mayor Geoff Ellsworth
ABSENT: None
ABSTAIN: None
RECUSE: Council Member Eric Hall

Council Member Hall rejoined the zoom meeting.

Council Member Chouteau requested item 12.4 be considered prior to item 12.3 and it was the consensus of the City Council to move the item.

12.4 Consideration and proposed approval of a resolution: (1) authorizing the Mayor to execute a Cooperative Joint Powers Agreement with Napa County, the Cities of Calistoga, Napa, American Canyon, and the Town of Yountville and (2) commit to fund the City's proportionate share of $5,022 for the administration the Napa Countywide Climate Action Committee

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Staff recommends adoption of the attached resolution.

Assistant to the City Manager Preya Nixon presented on the item.

No public comment was received.

Vice Mayor Paul Dohring moved to approve the recommendation. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

12.3 Discussion and Direction Regarding the 2021 July 4th Firework Show

CEQA Determination: Not a CEQA project
Prepared By: Andre Pichly, Parks & Recreation Director
Recommendation:
Provide direction to the City Manager.

Parks and Recreation Director Andre Pichly reported on the item.

No public comment was received.

It was consensus of the City Council not to proceed with the 2021 July 4th firework show.

Item 12.4 was heard after item 12.2.

12.4 ~~Consideration and proposed approval of a resolution: (1) authorizing the Mayor to execute a Cooperative Joint Powers Agreement with Napa County, the Cities of Calistoga, Napa, American Canyon, and the Town of Yountville and (2) commit to fund the City's proportionate share of $5,022 for the administration the Napa Countywide Climate Action Committee~~

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

13.1

April City Council Meetings: **4/27 (Staff reports due 4/9)**
Presentation
4/27 Bike Month Proclamation presented to Patrick Band Executive Director, Napa County Bicycle Coalition
4/27 Monarch & Pollinator Conservation Proclamation
STAFF BRIEFING:
4/27 Monthly Water Update
44/27 City Manager COVID Update
CONSENT:
TBD - Glass fire termination of emergency
4/27 Vine Trail alignment through St. Helena – John Wanger
4/27 Ratification of SB 95 COVID-19 Supplemental Paid Sick Leave Policy
PH or OLD / NEW BUSINESS:
4/27 Update on HMGP funding
4/27 Non Profit Grant awards
4/27 OB Parklet Update (tentative)
May City Council Meetings: **5/11(Staff reports due 4/23)** **5/25 (Staff reports due 5/7)** **5/13 Budget Study Session 9-12** **5/27 Budget Study Session (if needed) 9-12**
STAFF BRIEFING:
5/11 and 5/25 City Manager COVID Update
Update on Waste Water Treatment Plant Upgrade Project (report every other month)
CONSENT:
5/25 FY22 SB1 Project List

5/11 Vintage Hall Agreement Extension
PH or OLD / NEW BUSINESS:
TBD St. Helena Community Garden amendment
5/11 Quarterly Finance Report
5/11 Quarterly Grant Report

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:59 p.m.

The Regular meeting minutes of April 13, 2021 were approved at the Regular City Council meeting of April 27, 2021.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and approval of a resolution approving a Subrecipient Agreement with Aldea Children & Family Services for a total amount not-to-exceed $500,000 and authorizing the City Manager to execute a subrecipient agreement upon award of CDBG grant.**

CEQA Determination: **Not a CEQA project**

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On January 29, 2021, the California Department of Housing and Community Development (Department) announced the availability of approximately $30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2021 funding year. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, by a suitable living environment, and to expand economic opportunities, principally for the benefit of low and moderate-income persons, families, households, and neighborhoods.

Eligible jurisdictions may apply for a maximum of three applications, with one project or program per application and one application per activity, with total funding not-to-exceed $1,500,000. When applying for Community Development and Economic Development activities, the combined maximum may not exceed $1,500,000. In addition to meeting one of the three National Objectives, the project/activity must also fall under one of the categories listed below:

1. Housing and community development activities - The maximum grant award for all Community Development Activities is $1.5 million per Jurisdiction.
    - Housing Assistance to single-family units
        - Single Family (1-4 units) Homebuyer Assistance (maximum grant of $500,000): assistance with loans for down-payment or closing costs.
        - Single Family (1-4 units) Housing Rehabilitation (maximum grant of $500,000): loans for repairs and improvements of owner-occupied units.
    - Non-housing community development activities
        - Public Services (maximum grant of $500,000): Examples include employment services, crime prevention and public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for senior citizens, services for homeless persons, welfare services, down payment assistance, and recreational services benefiting lowand moderate-income persons.
        - Planning and Technical Assistance (maximum grant of $250,000): The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Product(s) are submitted to the State at the time of completion. The grant requires a five percent cash match to be expended prior to expenditure of CDBG funds. Examples include studies, analysis, and data gathering.
2. Economic Development Activities - The maximum grant award for all Economic Development Activities is $1.5 million per Jurisdiction.
    - Business Assistance (maximum grant of $500,000): Examples include financing of working capital, furniture, equipment, and property repairs/improvements.
    - Microenterprise Assistance (including both Micro-Financial Assistance and Technical Assistance - maximum grant amount of $250,000): Examples include business training, financing of working capital, furniture, equipment, and property repairs/improvements.
    - Infrastructure in Support of Businesses (maximum grant amount of $1,500,000)

DISCUSSION

On February 23, 2021, City Council approved a resolution to submit a grant application to CDBG under Non-housing community development activities: Public Services requesting funding to assist with mental health services. If the grant is awarded, the City of St. Helena will partner with Aldea Children & Family Services to administer the program and assist with development of a mental health services program that would meet the requirements of the CDBG program. The program will provide mental health services, including outreach, case management, therapy, and prevention activities to income-qualified families. Program staff, including bilingual providers, will support families with practical education about trauma and mental health, create a safety net that promotes

early identification and intervention, build resilience through treatment and services, and destigmatize treatment for mental health and substance use.

To meet the requirements of the CDBG program, the City will need to enter into a subrecipient agreement with Aldea Children & Family Services. Execution of the Subrecipient Agreement is contingent upon the City receiving the CDBG funding from HCD. Staff recommends authorizing the City Manager to enter into the subrecipient agreement, so the City is prepared to administer the program if the grant is awarded.

FISCAL IMPACT

If awarded, an approved CDBG application is 100% grant funded, which allows for up to 7% of the grant allocation to be used for general administrative costs.

RECOMMENDED ACTION

Adopt a resolution approving a subrecipient agreement with Aldea Children & Family Services for a total amount not-to-exceed $500,000 and authorizing the City Manager to execute the subrecipient agreement upon award of CDBG grant.

ATTACHMENTS

Resolution 2021- Authorizing CDBG Subrecipient Agreement
Aldea Subrecipient Agreement

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2021-

A resolution approving a Subrecipient Agreement with Aldea Children & Family Services for a total amount not-to-exceed $500,000 and authorizing the City Manager to execute the Subrecipient Agreement upon award of CDBG grant.

RECITALS

A. The California Department of Housing and Community Development (the "Department") is authorized to allocate Community Development Block Grant (CDBG) Program funds made available from the U.S. Department of Housing and Urban Development ("HUD"); and

B. On January 29, 2021, the Department issued a Notice of Funding Availability announcing the availability of approximately $30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2021 funding year; and

C. The City Council conducted a public hearing on December 8, 2020 and February 23, 2021 to allow for public comments on the proposed CDBG application(s); and

D. In response to the January 2021 CDBG NOFA, the City of St. Helena, intends to apply to the Department for CDBG funds for a Public Services- Mental Health Services Program to provide mental health services, including outreach, case management, therapy, and prevention activities to income-qualified families; and

E. The City of St. Helena will partner Aldea Children & Family Services to administer the Mental Health Services Program; and

F. The Department requires the City to enter into a Subrecipient Agreement if the grant is awarded; and

G. The City desires to enter into a Subrecipient Agreement with Aldea Children & Family Services for the purpose of administering the Mental Health Services Program, which will be funded with CDBG funds should the grant be awarded to the City.

RESOLUTION

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

1. The City Council approves the Subrecipient Agreement with Aldea Children & Family Services for a total amount not-to-exceed $500,000, which will be funded with the CDBG grant; and

2. The City Manager is hereby authorized to execute a subrecipient agreement upon award of CDBG grant.

Approved at a Regular Meeting of the St. Helena City Council on April 27, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF ST. HELENA AND ALDEA CHILDREN & FAMILY SERVICES

For Agreement to Provide Public Services to the City of St. Helena, California

This agreement (the "AGREEMENT") is dated _____, 2021, and is made and entered into by the CITY OF ST. HELENA, a California municipal corporation ("CITY") and ALDEA CHILDREN & FAMILY SERVICES, a California nonprofit public benefit corporation ("SUBRECIPIENT") (collectively, the "PARTIES"), for the purpose of utilizing Community Development Block Grant funds anticipated to be awarded to the CITY for the provision of an innovative Community Wellness & Mental Health Program that includes outreach, prevention services, and treatment specifically for community members who may not otherwise engage through existing methods of service delivery.

RECITALS:

WHEREAS, the CITY is applying for 2020-2021 Community Development Block Grant program funding for a Community Wellness & Mental Health Program through the California Department of Housing and Community Development (HCD), which received CDBG funding from the United Stated Department of Housing and Urban Development ("HUD") pursuant to Title 42 United States Code (U.S.C.) §5301, et. Seq., and/subpart 1 of the Federal CDBG Regulations. Additional authority includes, but is not limited to:

- 24 Code of Federal Regulations (CFR) § 570.480 et. seq, Federal CDBG Regulation
- 24 CFR Part 58 Environmental Review Procedures
- 2 CFR Part 200 Uniform Grant Administration Requirements
- 12 Health & Safety Code (HSC) §§ 50825-50834, State of California CDBG program
- 2020-2024 State of California Consolidated Plan
- 2021-2022 State of California Annual Action Plan (in progress)
- CDBG Guidelines, California Department of Housing and Community Development; and

WHEREAS, the City will utilize the SUBRECIPIENT to carry out eligible public services activities related to the CITY's Community Wellness & Mental Health Program if awarded the CDBG grant funds; and

WHEREAS, the Term of the AGREEMENT is for a period not to exceed thirty-six months beginning the final date this contract is signed, or until completion of the closeout agreement, whichever occurs first. The term of this AGREEMENT and the provisions herein may be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.

WHEREAS, the purpose of this AGREEMENT is to delegate the activities funded by CDBG from the City of St. Helena to the SUBRECIPIENT to provide a Community Wellness & Mental Health Program ; and

NOW THEREFORE, the recitals above are incorporated herein and the parties agree that:

ARTICLE I: SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide to the CITY eligible services and activities related to the Community Wellness & Mental Health Program in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended, the AGREEMENT and as described in Attachment A, Scope of Services, and Attachment B, Program Budget. SUBRECIPIENT explicitly acknowledges and agrees that this AGREEMENT is contingent on CITY receiving the CDBG funding from HCD, and the CITY shall be entitled to terminate this AGREEMENT immediately and without further notice in the event that the CITY does not receive the anticipated CDBG funding pursuant to this Agreement. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of the SUBRECIPIENT shall not be construed to exceed those services and duties specifically set forth in the AGREEMENT.

A. COMPLIANCE WITH APPROVED SCOPE OF SERVICES. Activities funded under this AGREEMENT will be performed in accordance with the approved Scope of Services as described in Attachment A, the approved Program Budget in Attachment B, the terms of this AGREEMENT, and with the legal and administrative regulations governing federal, state, or other funds used in funding this AGREEMENT, including but not limited to the Standard Agreement for the CDBG funding to be entered into between the CITY and HCD, and any other assurances or agreement made by the CITY to HCD in connection with the CDBG-CV1 funds.
B. ELIGIBLE ACTIVITIES. The SUBRECIPIENT agrees that activities funded under this AGREEMENT will be in compliance with the eligible and ineligible activities described in the Code of Federal Regulations (CFR) § 570.200 through 570.207 and specified in the Scope of Services in Attachment A.
C. CDBG NATIONAL OBJECTIVES. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives 1) benefit low- and moderate-income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The SUBRECIPIENT will be providing public services that meet the eligible national objectives for the activity as described in Attachment A.

ARTICLE II: RESPONSIBILITIES OF THE SUBRECIPIENT

A. NOTICE TO PROCEED. SUBRECIPIENT will not begin work on any of the duties and services listed in Article I until execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
B. OWNERSHIP OF DOCUMENTS OR MATERIALS. Upon completion of this AGREEMENT, any documents produced or purchased with Community Development Block Grant Funds, including computer disks, DVDs, or other storage devices, shall become the property of the CITY. CITY will exercise discretion in any reuse of said documents and agrees to hold harmless SUBRECIPIENT for any application of documents for any purpose other than the original intended use.
C. COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAW. SUBRECIPIENT shall observe and comply with all currently applicable Federal, State, and local laws, ordinances, and codes, and as amended from time to time.
D. GENERAL CDBG COMPLIANCE. The SUBRECIPIENT, agrees to comply with the requirements in Title I of the Housing and Community Development Act of 1974, 42 U.S.C. 5301 – 5321 as amended and the regulations set forth in 24 CFR Part 570 Community Development Block Grants as

amended. The SUBRECIPIENT further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.

E. CALIFORNIA WORKERS' COMPENSATION LAW. SUBRECIPIENT, its subcontractors, if any, and all employers working under this AGREEMENT are subject employers under the California Workers' Compensation Law and shall comply with California Labor Code Section 3700, which requires them to provide workers' compensation coverage for all of their subject workers.

F. TAXPAYER IDENTIFICATION NUMBER. SUBRECIPIENT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY's obligation to make payment. If the SUBRECIPIENT fails to complete and return the W-9 Form to the CITY, Payment to SUBRECIPIENT may be delayed, or the CITY may, in its discretion, terminate the Contract.

G. DEBARMENT. The SUBRECIPIENT certifies that neither it, nor its principals or members, is presently debarred suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any contract or covered transaction with a person who is similarly debarred or suspended from participation in any project that is Federally funded.

H. ADMINISTRATIVE REQUIREMENTS

1. Accounting and Administrative Standards – The SUBRECIPIENT agrees to comply with 24 CFR 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENTS must adhere to the uniform requirements for financial management systems, procurement, reports, records and grant closeouts as specified in 24 CFR Part 85 for governmental entities or public agencies; non-profits must adhere to the provisions of 24 CFR Part 84.
2. Cost Principles – Governmental entity and public agency SUBRECIPIENTS shall comply with the requirements and standards for allowable costs in 2 CFR Part 225. Non-Profit SUBRECIPIENTS must comply with the uniform administrative requirements in 2 CFR Part 230 for determining allowable costs. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Indirect Costs – If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of the SUBRECIPIENT's administrative costs and shall submit such plan to the CITY for approval in a form specified by the CITY.
4. Procurement and Reversion of Assets – The SUBRECIPIENT shall comply with 24 CFR Part 85, 24 CFR Part 84.40 – 48 and with current CITY policies concerning the purchase of equipment or materials and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, equipment, etc.) shall revert to the CITY upon termination of this AGREEMENT. In all cases in which equipment is acquired, in whole or in part with funds under this AGREEMENT is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this AGREEMENT were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this AGREEMENT shall be a) transferred to the CITY for

the CDBG program or b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

5. Audits – SUBRECIPIENTS are required to comply with OMB Circular A-133 "Audits of Institutions of State, Local Governments, and Nonprofit Institutions" as applicable. If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal Awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.
6. Program Income – Program income as defined at 24 CFR 570.500(a) is income received by the SUBRECIPIENT that is generated by activities carried out with CDBG funds made available under this contract. ***It is the CITY's intent that no program income will be derived or received as a result of the funding being provided under the AGREEMENT.*** In the event that any program income is received by the SUBRECIPIENT, the use of program income by the SUBRECIPIENT shall comply with the requirements set forth in 24 CFR 570.504. All unexpended program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted to the CITY within 30 days.

I. RECORD KEEPING AND REPORTING

1. Records to be Maintained – The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but not be limited to:
   a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
   c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21 – 28; and
   g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Access to Records – SUBRECIPIENT further agrees that the CITY, HUD, and the Comptroller General of the United States or any of their duly authorized representatives, shall, at any time during normal business hours, as often as deemed necessary, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts. The SUBRECIPIENT shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HCD or its agent, HUD or its agent, or other authorized State or Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Records Retention – The SUBRECIPIENT shall maintain all documents and accounting records related to the Project in accordance with generally accepted accounting principles consistently applied, and state and federal law requirements, for a period of not less than four (4) years after termination of all activities funded under this Agreement, or after resolution of all federal audit findings, whichever occurs later. Notwithstanding the above, if any litigation, claim, negotiation, audit exception, monitoring, inspection or other action that involve any of the records described above is pending at the end of the record retention period stated herein, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
4. Beneficiary Data – The following beneficiary data collected shall include, but not be limited to, client name, confirmation of St. Helena residency, income level or other basis for determining eligibility or meeting a National Objective per 24 CFR 570.208, and description of service provided. Demographic data documented for each beneficiary shall include their race and their ethnicity. The City will provide SUBRECIPIENT with a report form that delineates the five (5) race and two (2) ethnicity categories to be reported.
5. Quarterly Reporting – The SUBRECIPIENT shall provide to the City Finance Department, by the 15th day of the month following the end of each calendar quarter a narrative report on the progress of their program/service in meeting the objectives and outcomes noted in the Program Description Attachment A to this AGREEMENT, and summary information for the program's beneficiaries which includes the number of beneficiaries who are low income, very low income, and extremely low income, as well as the number who are not low income, if any; and the race and ethnicity of beneficiaries served in a format provided by the CITY. This report should outline outstanding achievements, as well as problems or issues of concern that have been encountered.
6. Annual Reporting – By _____[MK1][JB2], the SUBRECIPIENT shall provide to the City Finance Department an annual full-year report consisting of:
   a. A compilation of the data provided in the quarterly reports, as outlined in paragraph 5 above;
   b. A financial accounting of all program/service expenditures for the term of this AGREEMENT, with a reconciliation of actual vs. budgeted expenditures; and
   c. A narrative report on the Recipient's success in meeting targeted objectives and outcomes, in the format described in paragraph 5 above, but in this case reporting results for the entire year covered by this AGREEMENT. Included in this narrative will be a description of the number of families serviced during the year by the program.
   d. A completed Recipient race/national origin data form, a copy of which is being provided by the City or an Equal Employment Opportunity Report as is otherwise filed by Recipient.
7. Project Monitoring – The CITY will monitor the performance of the SUBRECIPIENT against the goals and performance standards identified in this AGREEMENT to include on-site monitoring visits. Any deficiencies noted in the monitoring reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

8. Close-outs – The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this AGREEMENT, shall remain in effect during and period that the SUBRECIPIENT has control over CDBG funds, including program income.
9. Copyright – If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use, the work or materials for governmental purposes.

J. NON-DISCRIMINATION/CIVIL RIGHTS.

1. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, SUBRECIPIENT 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.
2. Nondiscrimination Civil Rights Act of l964. SUBRECIPIENT will comply with all federal regulations relative to nondiscrimination to federally assisted programs.
3. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by SUBRECIPIENT 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 SUBRECIPIENT of SUBRECIPIENT's obligations under this AGREEMENT and the regulations relative to nondiscrimination.

K. AFFIRMATIVE ACTION.

1. Equal Opportunity/Affirmative Action. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
2. Women- and Minority-Owned Businesses (W/MBE). The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises as defined in Title 49 Code of Federal Regulations Part 23, and as it may be amended, the maximum practicable opportunity to participate in the performance of contracts and subcontracts awarded through the CITY's Community Development Block Grant Program. As used in this AGREEMENT, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least

fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

L. CONDUCT. The SUBRECIPIENT and all employees and subcontractors shall comply with the following laws:

1. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611 for non-profit agencies and 24 CFR part 85.36 for government and public agencies, which include (but not limited to) the following:
   a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. The standards of conduct must include penalties and sanctions for violating these provisions by its employees, agents, or officers.
   b. No employee, officer, or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or AGREEMENT with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or designated public agency.
   d. Furthermore, the program shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
2. Lobbying. The SUBRECIPIENT hereby certifies that no Federal appropriated funds have been paid or will be paid, by or behalf of it, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative AGREEMENT;

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this Federal contract, grant, loan, or cooperative AGREEMENT, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for any subcontracts or sub-awards and that all SUBRECIPIENTS certify and disclose accordingly.

3. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this AGREEMENT, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Religious Activities. The SUBRECIPIENT agrees that it will carry out each activities in compliance with 24 CFR 570.200(j) which prohibits the use of CDBG funds for inherently religious activities.

M. ENVIRONMENTAL CONDITIONS. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the CITY's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under the provisions of 24 CFR Part 52. In addition, the SUBRECIPIENT agrees to comply with the following Federal laws as they apply to the performance of this AGREEMENT.
   1. Clean Air Act, 42 U.S.C., 7401 *et seq.*
   2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308.
   3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended (Ambient Air Quality Standards).

ARTICLE III: RESPONSIBILITIES OF THE CITY

A. AUTHORIZATION TO PROCEED. CITY shall authorize SUBRECIPIENT upon execution of the contract to start work on any of the services listed in Article I.

B. ACCESS TO RECORDS, FACILITIES, AND PROPERTY. CITY shall comply with reasonable requests from SUBRECIPIENT for inspection or access to CITY's records, facilities, and properties.

C. TIMELY REVIEW. CITY shall examine all reports and other documents presented by SUBRECIPIENT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other SUBRECIPIENTs as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of SUBRECIPIENT.

D. MONITORING. The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards identified in this AGREEMENT to include, if necessary, on-site monitoring visits. Substandard performance as determined by the CITY will constitute noncompliance with this AGREEMENT. If successful action to correct each substandard performance is not taken by the SUBRECIPIENT within a reasonable time after being notified by the CITY, AGREEMENT

suspension or termination procedures will be initiated as described in Article X of this AGREEMENT.

ARTICLE IV: MODIFICATIONS

CITY or SUBRECIPIENT shall not make modifications in this AGREEMENT or in Attachment A, Scope of Services, or Attachment B, Program Budget, except in writing as an amendment to the AGREEMENT. Modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE V: COMPENSATION

The CITY shall reimburse the SUBRECIPIENT **not to exceed** $500,000 for eligible program and administrative expenses incurred to provide the programs and services as described in Attachment A, Scope of Services, and outlined in the approved Program Budget, described in Attachment B, upon determining satisfactory performance of eligible activities described in Article I of this AGREEMENT.

A. PAYMENT PROCEDURES. Payments will be made to the SUBRECIPIENT quarterly, as necessary, during the period of this AGREEMENT on a reimbursement basis. Prior to release of any payment, and by the 15th day of each quarter's final month, SUBRECIPIENT shall present to the CITY's designee, Mandy Kellogg, Finance Manager, Finance Department, a billing statement requesting payment and certifying that services have been provided in compliance with the terms of this AGREEMENT and that the incurred costs for which reimbursement is sought constitute eligible expenditures under this AGREEMENT. No Payment to the SUBRECIPIENT will be released without the CITY having first received such billing statement and all required supporting documentation.

B. ELIGIBLE EXPENSES. All items of cost for which SUBRECIPIENT seeks reimbursement from the CITY must be contained in the Program Budget that is Attachment B to this AGREEMENT and must be eligible costs that comply with the cost principles as specified in Article III. Any amendments to the approved Program Budget must be both requested and approved in writing.

C. INDIRECT COSTS. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the SUBRECIPIENT's appropriate share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY, prior to executing this contract.

D. USE OF FUNDS. Funds provided to the SUBRECIPIENT under this AGREEMENT shall be used only for the provision of the services described in the Scope of Services in Attachment A. Any funds paid to SUBRECIPIENT and found subsequently not to have been used or needed for said services, shall be returned to the CITY immediately.

E. PROCUREMENT. The SUBRECIPIENT shall comply with 24 CFR Part 85, 24 CFR Part 84.40-48 and with CITY policies concerning the purchase of equipment or materials and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured

with funds provided herein. All program assets (unexpended program income, equipment, etc.) shall revert to the CITY upon termination of this AGREEMENT.

F. REVERSION OF ASSETS. Equipment purchased all or in part with CDBG funds if sold, the SUBRECIPIENT shall return proceeds to the CITY. If costs were shared, pro-rate the amount of CDBG funds to be returned to the CITY. Excess unused equipment purchased with CDBG funds must be returned to the CITY or the SUBRECIPIENT shall pay the CITY the current fair market value for retained equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VI: INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend, and harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from violation of any portion of this AGREEMENT and, or the negligent or intentional acts, errors, or omissions of SUBRECIPIENT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

SUBRECIPIENT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SUBRECIPIENT, 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. SUBRECIPIENT shall maintain limits no less than:
    1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
    3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. PROFESSIONAL LIABILITY INSURANCE. When SUBRECIPIENT 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"), SUBRECIPIENT shall maintain at least $2,000,000 of professional liability insurance. When SUBRECIPIENT is not a design professional, SUBRECIPIENT shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the services performed by SUBRECIPIENT under this AGREEMENT, including, without limitation, claims for negligence, misrepresentation, violation of

good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with services performed by SUBRECIPIENT under this AGREEMENT.

D. EXCESS LIMITS. If SUBRECIPIENT 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 SUBRECIPIENT's 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 SUBRECIPIENT's insurance and shall not contribute with it.

F. DEDUCTIBLE 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 SUBRECIPIENT or SUBRECIPIENT's subconsultants; or automobile owned, leased, hired or borrowed by the SUBRECIPIENT.
    2. For any claims related to SUBRECIPIENT's conduct while performing the work of this project, the SUBRECIPIENT'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 SUBRECIPIENT'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. SUBRECIPIENT'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. SUBRECIPIENT 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.

ARTICLE VIII: ASSIGNMENT

This AGREEMENT is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this AGREEMENT shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this AGREEMENT.

Use of subcontractors by SUBRECIPIENT or subsidiary or affiliate firms of SUBRECIPIENT for technical or professional services shall not be considered an assignment of a portion of this AGREEMENT, and SUBRECIPIENT shall remain fully responsible for the work performed, whether such performance is by SUBRECIPIENT or subcontractors. No subcontractors shall be used without the written approval of CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and SUBRECIPIENT.

ARTICLE IX: INTEGRATION

These terms and conditions and the AGREEMENT to which they are attached represent the entire understanding of CITY and SUBRECIPIENT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The AGREEMENT may not be modified or altered except in writing as specified in Article II.

ARTICLE X: TERMINATION OF AGREEMENT

A. TERMINATION WITHOUT CAUSE – This AGREEMENT may be terminated in whole or in part at any time by either party giving the other party thirty (30) days' written notice in writing. The reasons and basis for termination shall be set forth in the written notice in compliance with the provisions of CDBG Regulations, in particular CFR 85.44.

   In the event CITY terminates this AGREEMENT, CITY's City Manager may give the written notice subject to subsequent ratification by the City Council of the CITY at the next regular meeting of such body at which a quorum duly authorized to act is present, or at a special meeting duly called and held.

B. TERMINATION FOR CAUSE – CITY may immediately terminate this AGREEMENT upon the termination, suspension, discontinuation, or substantial reduction in HUD CDBG funding for this AGREEMENT's activity.

   The CITY may terminate this AGREEMENT if SUBRECIPIENT fails to comply with the terms of this AGREEMENT. Noncompliance with the terms of this AGREEMENT includes, without limitation, non-performance, slow performance, or substandard performance such as failure to provide substantially all the services described in Attachment A of this AGREEMENT, or the failure to substantially meet or fulfill the accomplishment goals set forth in Attachment A of this AGREEMENT.

If CITY decides to terminate this AGREEMENT after a full evaluation of all circumstances has been completed, SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice.

Either party may terminate this AGREEMENT if for any reason the timely completion of the work/services to be provided under this AGREEMENT is rendered improbable, infeasible, or impossible.

Either party may terminate this AGREEMENT for non-performance by the other party of any material provision of this AGREEMENT.

C. REPAYMENT OF FUNDS BY SUBRECIPIENT – In the event this AGREEMENT is terminated, as provided in this section, SUBRECIPIENT shall immediately return to CITY any and all unexpended and unencumbered CDBG funds. Further, SUBRECIPIENT shall comply with the provisions of the section of this AGREEMENT relating to Reversion of Assets.

D. ADDITIONAL PAYMENT AFTER NOTICE OF TERMINATION AT DISCRETION OF CITY – In the event of early termination of the AGREEMENT by either party without cause, at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of notice of termination and necessarily incurred costs performed in good faith in accordance with the terms of this AGREEMENT that have been previously eligible for reimbursement, to the extent that CDBG funds are available from HUD.

In the event of early termination of the AGREEMENT by CITY for cause (but not due to the non-performance or breach by SUBRECIPIENT), at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of termination and necessarily incurred costs performed in good faith in accordance with the terms of this AGREMENT that have been previously eligible for reimbursement, to the extent that CDBG funds are available from HUD.

ARTICLE XI: CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTICORRUPTION POLICIES

1. SUBRECIPIENT covenants that neither it, nor any officer or principal of its organization, 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 SUBRECIPIENT's performance of services under this AGREEMENT. SUBRECIPIENT 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. SUBRECIPIENT agrees to at all times avoid conflicts with the interests of CITY in the performance of this AGREEMENT.
2. CITY understands and acknowledges that SUBRECIPIENT 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. SUBRECIPIENT 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.
3. SUBRECIPIENT 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. SUBRECIPIENT represents and warrants that SUBRECIPIENT, 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. SUBRECIPIENT 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 SUBRECIPIENT may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to SUBRECIPIENT's service provided pursuant to this AGREEMENT.

ARTICLE XII: SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby, and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

ARTICLE XIII: WAIVER

The CITY's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XIV: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of CDBG funds received under this AGEEMENT and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this AGREEMENT.

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.

SUBRECIPIENT:

By: _____

Name: Kerry Ahearn

Title: CEO, Aldea Children & Family Services

CITY:

By: _____

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

By: _____

Name: Ethan Walsh

Title: City Attorney

Attachment A

Scope of Services for Public Service Activities
City of Saint Helena Community Wellness & Mental Health Program

The intended use of the funds is to support low-income families, who reside in the City of St. Helena, culturally sensitive mental health support. This innovative program will specifically target individuals who may not engage through existing methods of service delivery.

The Community Wellness & Mental Health Program for children, young adults, and families names Aldea Children & Family Services as a subrecipient to offer a tiered approach to services that includes outreach and prevention, education and case management, and mental health and substance use disorder treatment when indicated, including medication management. Providers are bilingual capable and are trusted members of the St. Helena community, which enhances beneficiary trust and promotes service engagement where consumers may not be willing to do so with an outside provider.

Principle Tasks to be performed by Aldea:

1. Screen Families for eligibility: Families must meet the criteria below to qualify for the program.
    a) Resident of St. Helena
    b) Targeted Population: children, young adults, and families and the people who support them (e.g. teachers, daycare providers)
    c) Income Eligibility: At least 51% of clients served have a gross countable income below 80% of Napa County's Median Income.

2. Conduct ongoing outreach and activities that facilitates education and destigmatizes mental health and substance use issues: Aldea's wellness team (bilingual Case Manager/AOD Counselor and Therapist) and resident artist will conduct targeted outreach at schools, youth and family organizations, faith organizations, community events, and within migrant farmworker communities. Activities, grounded in evidence-based principles, will provide a welcoming, culturally aware conduit to connect community members to services and treatment. Community activities and service offerings include art activities (virtual and in-person) and family activity and craft events, wellness education on trauma impacts, and raise awareness of resources available through this program.

3. Enrollment in services: Beneficiaries may self-refer for case management and treatment services (participate due to awareness of program via outreach efforts) or be referred by schools or community organizations who work with the targeted population. Once referred, a basic needs assessment is conducted, and the individual(s) is matched with the appropriate services required. Beneficiaries are provided support to complete agency forms for services that include case management and treatment (e.g. individual and group support services).

4. Provide wellness and treatment services to meet community need: Aldea's wellness team (bilingual Case Manager/AOD Counselor and Therapist) will offer parenting counseling and support groups; case management to meet beneficiary needs and/or to facilitate a warm handoff that ensures the receiving entity has the cultural competency and language abilities needed to serve the community member; and, culturally competent treatment for those individuals with behavioral health or substance use issues that require ongoing therapeutic services.

Attachment B

City of Saint Helena Community Wellness & Mental Health Program

Budget Summary

The project budget includes staff time to administer the Community Wellness & Mental Health Program for an anticipated period of two years. Services include bilingual community outreach and education, prevention and support services, case management, and treatment as needed to facilitate healthy outcomes for children, young adults and their families. The program will be delivered by a dedicated bilingual case manager, a half-time therapist, and the clinical and administrative support positions necessary to collect client information and support service delivery.

The total request to CDBG of $498,281 will allow the City of St. Helena to enhance a safety net that supports the community's most vulnerable members. The City of St. Helena will enter into a Subrecipient Agreement with Aldea Children and Family Services in which the grant funding will also be used to cover the costs to administer the program and to provide community support that enhances wellness and prevents and treats mental health and substance use disorders.

Budget Detail

Activity Delivery

Total Personnel Expenses	**$358,348**
Direct Program Expenses	
Incentives and Direct-to-Client Expenditures	$20,000
Occupancy and other Direct Program Expenditures	$40,869
Total Direct Program Expenses	**$65,000**
Total Direct Personnel and Program Expenses	**$423,348**
Indirect Expenses @ 10% of Direct Program Expenses	**$42,335**
Total Activity Delivery Cost	**$465,683**

General Administration

General Administration – 7% of total funding requested	**$32,598**
Total Project Cost (Activity Delivery plus General Administration Costs)	**$498,281**

Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed adoption of a Resolution Authorizing (1) City Manager to execute Professional Service Agreement with Operational Technical Services (OTS) for temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed $100,620; (2) authorizing an increase of $100,620 to 571-5029-2130; and (3) authorizing use of Wastewater Operations Fund balance in an amount not-to-exceed $58,620.**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City's institutional knowledge is impacted when retirements and resignations occur and this impact is more pronounced in smaller organizations like the City of St. Helena. The City currently has three approved positions at the Wastewater Treatment Plant (WWTP) and recently received notification of the resignation of the Chief Plant Operator, leaving a critical position vacant. Until the position is filled, and to remain in compliance with the State Water Resources Control Board (SWRCB), the City is in need of a temporary Wastewater Treatment Chief Plant Operator with a Wastewater Treatment Grade 4 Certification or better.

DISCUSSION

Recognizing the need for interim assistance, the City contacted Operational Technical Services (OTS). The temporary Wastewater Treatment Chief Plant Operator (CPO) will oversee the wastewater treatment facilities in accordance with SWRCB, which requires

the CPO possess a valid Operator Certification. OTS is able to provide the City with a temporary CPO who possess a Grade 4 or higher SWRCB Wastewater Treatment Operator Certification.

The City's Wastewater Chief Plan Operator's last day with the City is April 28, 2021 and it is critical the City continues to have the necessary staffing to remain in compliance with the SWRCB. The City opened the recruitment for this position on April 22, 2021, and the recruitment will remain open until filled.

The attached Professional Services Agreement with OTS will provide temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or better until the position has been filled. It is estimated the agreement for consideration will cover staffing for four months.

FISCAL IMPACT

The estimated fiscal impact of this agreement is for a not-to-exceed amount of $100,620. The estimated salary savings if the position remains vacant for four months is $42,000 which will be used to offset the costs of the contract. Use of Wastewater Fund balance in the amount not-to-exceed $58,620 will be necessary if the services of OTS are needed for the full four months.

The current estimated June 30, 2021 fund balance for the Wastewater Operations Fund (Fund 571) is $4,177,961, or 152% reserves (which includes the Q3 recommended budget adjustments). Use of an additional $58,620 will leave the estimated fund balance at $4,119,341, or 150% reserves.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached Resolution.

ATTACHMENTS

Attachment 1: Resolution OTS WWTP Chief Plant Operator
Attachment 2: Operational Technical Services WWTP Operator PSA

CITY OF ST. HELENA

RESOLUTION NO. 2021 -

Authorizing: (1) the City Manager to Execute a Professional Services Agreement with Operational Technical Services for Temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or Higher for an amount not-to-exceed $100,620 and (2) authorizing an increase of $58,620 to 571-5029-2130.

RECITALS

A. The City's institutional knowledge is impacted when resignations occur and this impact is more pronounced in smaller organizations like the City of St. Helena; and

B. The City currently has three approved positions at the Wastewater Treatment Plant and recently received notification of the resignation of the Chief Plant Operator; and

C. The City is currently recruiting for a Wastewater Treatment Chief Plant Operator; and

D. According to the State of California State Water Resource Control Board (SWRCB) the Chief Plant Operator is required to possess a valid Wastewater Treatment Operator Certification; and

E. While the City is recruiting for permanent Wastewater Treatment Chief Plant Operator, the City needs assistance in the interim basis; and

F. The City has a current contract with Operational Technical Services (OTS) to provide temporary assistance at the Water Treatment Plant and OTS has demonstrated they have the necessary skills, abilities, and staff to help fulfill the need at the City's Wastewater Treatment Plant; and

G. The City of St. Helena and Operational Technical Services now desire to enter into an agreement to provide a temporary Wastewater Treatment Chief Plant Operator.

RESOLUTION

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

1. Authorizes the City Manager to execute Professional Service Agreement with Operational Technical Services (OTS) for temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed $100,620; and
2. Authorizes an increase of $100,620 to 571-5029-2130; and
3. Authorizes use of Wastewater Operations Fund balance in an amount not-to-exceed $58,620.

Approved at a Regular Meeting of the St. Helena City Council on April 27, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Hardy: _____
Councilmember Chouteau: _____
Councilmember Hall: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Operational Technical Services (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Temporary Wastewater Treatment Chief Plant Operator with SWRCB Wastewater Treatment Grade 4 Certification or better.

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, "Task Order No. #006"** 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, "Task Order No. #006"**. 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 A, "Task Order No. #006"** attached hereto and made a part hereof. Total compensation shall not exceed $100,620 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

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

C. 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 $1,000,000 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 advise 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 City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of 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 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 l964. 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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more,

Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – 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 City 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 City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-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 City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City 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 19 – 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 20 – NOTICES

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

To City:
City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant:
Operational Technical Services
David Sibelman
10250 Constellation Blvd., Ste 3-115
Los Angeles, CA 90067
david@getots.com

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

SECTION 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 City 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 31 – 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 City'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 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: David S. Sibelman
Name: David S Sibelman
Title: Chief Operations Officer

City:

By: _____
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A

OPERATIONAL TECHNICAL SERVICES
CYBER, WATER, ENERGY, INDUSTRY

TASK ORDER

TASK ORDER NO. # 006 **JOB NAME: Wastewater Treatment CPO**

OTS INFORMATION

NAME: Operational Technical Services, LLC
ADDDRESS: 10250 Constellation Blvd
Suite 03-115
Los Angeles, CA 90067

CONTACT: David Sibelman, Chief Operations Officer
PHONE: (424) 203-6352
EMAIL: david@getots.com

THIS TASK ORDER is issued pursuant to that certain Agreement for Temporary Services by Independent On-Call Contract between City of St. Helena ("Client") and Operational Technical Services, LLC, also known as OTS dated [DATE].

1. Project Name or Description: Wastewater Treatment Chief Plant Operator

2. Premises: The Client's business premises is located at 1572 Railroad Ave, St Helena, CA 94574 shall be defined as the "Premises"

3. Reporting Supervisor Name/Role: Clayton Church – Public Works Director

4. Duration of Services:
Start Date/Time: TBD
End Date: TBD
Work Schedule: TBD

5. Scope of Services:

Client seeks to obtain the services of OTS to provide a temporary Wastewater Treatment Chief Plant Operator with a SWRCB Wastewater Treatment Grade 4 Certification or better to perform the following duties:

Under direction, supervises, evaluates, plans, and participates in the day-to-day operations and mechanical maintenance and repairs of the City's wastewater treatment plant and facilities; oversees processing and water quality laboratory testing; assists in the preparation and administration of the division budget; evaluates and trains assigned staff; interfaces with and coordinates assigned functions with other City services and departments; represents plant operations with government regulatory agencies; ensures safe work practices, work quality, and accuracy; and performs related duties as assigned.

The Chief Plant Operator – Wastewater Treatment is a supervisory level class within Public Works responsible for assigning and supervising the day-to-day operation, development, repair, and maintenance of the City's wastewater treatment facilities, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next higher

classification of Public Works Director in that the latter is responsible for the overall management and administration of the Utilities Division.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Public Works Director. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Accepts administrative responsibility for the activities, operations, and services of the Wastewater Division in providing quality treatment service for the City; plans, supervises, prioritizes, monitors, and participates in the work of staff responsible for the maintenance and operation of the wastewater treatment plant and related collection system; ensures compliance with state, federal, and local mandates for water quality; makes plant operation modifications as needed; provides monthly/annual reports to state, federal, and local authorities.
- Supervises and performs tasks related to the maintenance, repair, and construction of wastewater treatment plant facilities, lift stations, equipment, and related control systems; inspects the maintenance and repair of equipment for quality, compliance with applicable standards, and proper operation.
- Oversees laboratory analysis programs for wastewater, sludge, and effluent and is responsible for operating and systems modification based on test results.
- Prepares a variety of water quality and industrial waste reports for regulatory agencies and internal operations; conducts regular inspections to identify maintenance and repair needs; schedules, plans, and supervises the installation, maintenance, and repair of mechanical and electrical systems.
- Evaluates and recommends the best use of supplies, materials, and equipment; requisitions, inventories, and supervises the use of all materials, supplies, and equipment used in the operation and maintenance of wastewater facilities; ensures that mechanical equipment receives proper lubrication, overhauling, and inspection; ensures proper calibration of pneumatic instruments; performs plant operation and maintenance assignments, as necessary.
- Evaluates staffing requirements and utilization of staff; supervises, evaluates, trains, and motivates assigned staff; develops and directs staff safety training programs; oversees safety of assigned staff and monitors work in progress; schedules staff work assignments.
- Assists the Public Works Director with operating and capital improvement budgets; analyzes annual operating costs and makes recommendations for budget development and improvements in operating costs; administers and monitors the approved budget; prepares project cost estimates and analysis.
- Attends and participates in organizational and community meetings as necessary; stays current on issues relative to wastewater treatment technologies; responds to and resolves community and organizational inquiries and complaints regarding treatment system operations; represents the City’s wastewater treatment functions in public relations activities and with regulatory agencies; establishes and maintains a customer service orientation within the division.

- Enforces rules, regulations, policies, and procedures relating to the operation of the wastewater treatment system and waste discharge requirements prescribed in all applicable sections of the Clean Water Act and California Water Code.
- Performs standby duties for water and wastewater treatment facilities on a routinely scheduled basis.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and performing maintenance on assigned equipment. The position requires the ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, the incumbent in this position may be exposed to biohazards and a variety of working conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined spaces. The incumbent may be required to respond to emergency callouts and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:
Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Chief Utility Operator – Wastewater Treatment. A typical way of obtaining the required qualifications is to possess the equivalent of four years of experience in the operation, mechanical maintenance, and repair of a wastewater treatment facility, at least two of which were while in possession of a Grade II Wastewater Treatment Plant Operator certificate, and possession of a high school diploma or equivalent with 24 continuing education units needed to renew certification.

License/Certificate:
- Possession of, or ability to obtain, a valid Class C California driver's license.
- Possession of a Grade III Certification as a Wastewater Plant Operator from the California State Water Quality Control Board.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

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Knowledge of:

Modern principles, practices, and techniques of wastewater treatment plant operations, quality assurance, process controls, and systems maintenance; testing methods and procedures, including qualitative and quantitative analysis; principles and practices of wastewater collection; design, planning, and development of wastewater treatment facilities; cost, time, and materials estimating; principles and practices of bacteriological and sampling techniques and mathematical analysis; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations, including those governing wastewater treatment, quality monitoring and control; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices. office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, organize, and supervise the operation of a wastewater treatment plant and associated collection systems; ensure equipment is maintained appropriately; accurately supervise and perform water quality laboratory testing and analysis; ensure chemical and bacteriological laboratory tests are conducted in accordance with mandates; analyze and interpret laboratory tests and make modifications to wastewater treatment plant operations as required; read and interpret plant operations equipment; maintain accurate and updated logs, records, and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's wastewater treatment functions with other governmental agencies and community groups; plan, organize, train, evaluate, and direct work of assigned staff; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow- up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and

implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate the tools and equipment used in the operation and maintenance of wastewater treatment facilities.

6. Break Requirement:
California law requires that within an 8 hour shift the Operator is entitled to a 30-minute break. This lunch break may be waived by mutual consent of both the Client and the Operator. If the Operator works over 10 hours in one day, they are entitled to a second lunch break of 30 min. The second meal period may not be waived if the first period is waived, however either meal period can be counted as work hours and compensated for at the normal

OPERATIONAL TECHNICAL SERVICES
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hourly rate.

EXHIBIT A
FEE SCHEDULE

Included Insurance	Included Services
• $1M Per Occurrence / $2M Aggregate Unencumbered Commercial General Liability	• Certified Payroll and Compliance Services
• 1M Commercial Auto Insurance; Non-Owner Vehicle	• Operator Offered Paid Health Insurance
• $5M Professional Liability	• Meals (per diem) on Travel Assignments
• $4M Umbrella Liability Coverage	• Travel Costs (Flight, Mileage and Housing)
• $1M Worker's Compensation	• Required Safety PPE
• $5M Commercial Pollution Control Liability	• Health and Safety Medical Screening

OTS Fee Schedule	
Wastewater Treatment Chief Plant Operator	Regular Rate + Travel Cost $130.00 Per Hour

Proposed 4 Months or 18 weeks budget for Wastewater Treatment Chief Plant Operator
(WW Treatment CPO would have to work 6 hours On-Call Standby Time every other week)

Weekly Cost	Reg Billing	On-Call Standby Billing	TOTAL
9 Weeks W/O On-Call Standby Time	$5,200.00		$46,800.00
9 Weeks W/ On-Call Standby Time	$5,200.00	$780.00	$53,820.00
TOTAL 18 Weeks			$100,620.00

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EARLY CONVERSION OPTION

Client has the right, upon notification to OTS, to convert the OTS Temporary Employee to be a permanent Employee. In the event Client chooses to convert the Temporary Employee prior to Temporary Employee completing 800 straight time hours, or approximately 20 weeks, on assignment.

Number of Hours on OTS Payroll	Percent (%) of Employee's Initial Salary
1 – 400 Hours	25%
401 – 600 Hours	20%
601 – 800 Hours	15%
801+ Hours	No Fee

Overtime:
Workweeks are defined as 5 days @ 8 hours per day. Overtime hours, according to the State of California, are defined as any work in excess of eight (8) hours in one normal workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek. These overtime hours shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay. If Operator works more than 12 hours in any workday or works any time in excess of eight hours on the seventh consecutive day of work in a workweek, Operator must be paid two (2.0) times the regular rate.

On-Call Support:
If an Operator is expected to provide On-Call support, they shall be compensated in the following manner:

- **Standby On-Call:** if OTS's Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.

- **Activated On-Call:** if OTS's Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC	**City of St. Helena**
For Operational Technical Services, LLC:	**For Client: City of St. Helena**
David S Sibelman	Mark T. Prestwich
Printed Name	Printed Name
Chief Operations Officer	City Manager
Title	Title
David S. Sibelman	
Signature	Signature
4/21/2021	
Date	Date

Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution ratifying the SB 95 COVID-19 Supplemental Paid Sick Leave and Temporary Policy Administrative Temporary Policy P-CC-0005.**

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

As the COVID-19 pandemic continues, new California legislation was passed to address employee leave needs caused by the impacts of COVID-19 in the workplace.

DISCUSSION

Effective March 29,2021, SB 95 provides up to 80 hours of supplemental paid sick leave to employees who are unable to work or telework because of qualifying COVID-19 related reasons. (Please see the attached model notice issued by the California Labor Commissioner.) This leave is retroactive to January 1, 2021 and runs through September 30, 2021.

FISCAL IMPACT

The overall fiscal impact will be dependent on the number of employees utilizing Supplemental Paid Sick Leave under the guidelines of SB 95. The maximum allowed per employee is $5,110 if the employee utilized the full 80 hours allowed for qualifying COVID-19 related reasons as defined in SB 95.

RECOMMENDED ACTION

Approve Resolution ratifying the SB 95 COVID-19 Supplemental Paid Sick Leave and Administrative Policy P-CC-0005 Temporary Policy.

ATTACHMENTS

SB-95 COVID Supplemental Paid Sick Leave RESO
Exhibit A. P-CC-0005 SB 95 COVID-19 Temporary Policy

CITY OF ST. HELENA
RESOLUTION No. 2021-

RESOLUTION AUTHORIZING RATIFICATION OF CALIFORNAIA SB-95 COVID-19 SUPPLEMENTAL PAID SICK LEAVE REQUIRMENTS AND TEMPORARY ADMINISTRATIVE POLICY P-CC-0005

RECITALS

A. On March 19, 2021, Governor Newsome signed SB-95 COVID-19 Supplemental Paid Sick Leave ("CSPSL") in compliance with the federal American Rescue Plan Act ("ARPA"); and

B. The CSPSL assists employees affected by the COVID-19 outbreak with job-protected paid sick leave; and

C. The effective date of this policy is March 29, 2021 through September 30, 2021; and

D. This policy may be updated periodically based on implementing regulations and additional guidance from the DOL and/or the California Labor Commissioner; and

E. The City is incorporating California Labor Commissioner's model notice.

RESOLUTION

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

1. Approves the ratification of the SB-95 COVID-19 Supplemental Paid Sick Leave ("CSPSL") and Administrative CSPSL Temporary Policy P-CC-0005 (Exhibit A).

Approved at a regular meeting of the St. Helena City Council on April 27, 2021 by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Hall: _____

APPROVED: ATTEST:

_____ _____

Geoff Ellsworth, Mayor

Cindy Tzafopolous, City Clerk

EXHIBIT A

	City of St. Helena Administrative Policy City Council	Policy SB 95 COVID-19 Supplemental Paid Sick Leave Temporary Policy Page 1 of 5

Title: SB 95 COVID-19 Supplemental Paid Sick Leave (CSPSL) Temporary Policy		Policy #	P-CC-0005
		Revision #	Release
		Implementation Date	2021-03-29
		Last Update Date	
Approval by City Manager		Date Ratified	2021-04-27

I. Purpose, Overview and Scope of this Policy

The purpose of this temporary policy is to comply with California's new COVID-19 supplemental paid sick leave requirements adopted in SB95 and the federal American Rescue Plan Act ("ARPA"), and to assist employees affected by the COVID-19 outbreak with job-protected paid sick leave. Unless subsequently extended, this policy will be in effect from March 29, 2021 through September 30, 2021. All other applicable leave policies still apply (and where legally permitted, such other leaves will run concurrently with leave provided under this policy). This policy may be updated periodically based on implementing regulations and additional guidance from the DOL and/or the California Labor Commissioner (whose model notice being used by the City (Attachment 1).

II. Authority

The City Council has authority to update this policy or the City Manager with confirmation from the City Council at the next practical meeting.

III. Policy

A. Family and Medical Leave Expansion

i. Eligibility

All employees employed with the City.

ii. Qualifying Reason for Leave

Eligible employees are those who are unable to work (or telework) due to a qualifying reason, which are:

1. The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health ("CDPH"), the federal

Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace.**

2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for a family member (as defined in Labor Code section 245.5) who is subject to a quarantine or isolation order or guidelines described above, or who has been advised to self-quarantine by a health care provider.
5. The covered employee is caring for a child (as defined in Labor Codes section 245.5) whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
6. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
7. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.

**NOTE: should any of our employees be excluded from the workplace by the City and unable to telework as a result of a "close contact" exposure in the workplace, such employee may be required to utilize CSPSL during the exclusion period.

iii. <u>Pay During CSPSL</u>

Leave will be paid at the employee's regular rate, to a maximum of $511 per day and $5,110 in total.

For exempt, salaried employees, CSPSL pay will be calculated in the same manner as the City calculates other forms of paid leave time (subject to the caps above).
For non-exempt, hourly employees, CSPSL will be highest of the following (subject to the caps above):

- The regular rate of pay for the workweek in which the employee uses CSPSL, whether or not the employee actually works overtime in that workweek;
- The employee's total wages, not including overtime premium pay, divided by the employee's total hours worked in the full pay periods of the previous 90 days of employment;

- California minimum wage or local minimum wage, whichever is applicable.

iv. CSPSL taken between January 1, 2021 and March 29, 2021

The CSPSL provisions are retroactive to January 1, 2021. An employee who utilized other forms of leave (paid or unpaid) for a qualifying reason between January 1, 2021 and March 28, 2021 should contact Human Resources to determine how to retroactively apply CSPSL leave time to the employee's situation, which will be addressed in the next full pay period after the employee's request.

The City reserves the right to request employees receiving retroactive CSPSL benefits to execute an acknowledgement of the accuracy of the information provided by the employee, as well as the corresponding CSPSL compensation owed (whether as a cash payment or as a replenishment of accrued paid time off (vacation, sick leave, etc.) that was utilized.)

Any CSPSL leave time applied retroactively as allowed by this policy counts against the CSPSL maximum leave benefit.

v. Carryover

Unless extended by law, CSPSL under this policy will not be provided beyond September 30, 2021, except that an eligible employee who has commenced leave on that date can complete the remainder. Any unused CSPSL will not carry over or be paid out to employees.

vi. Job Protections

No employee who appropriately utilizes CSPSL under this policy will be discharged, disciplined, or discriminated against for use of leave under the policy or any request to use leave under this policy.

IV. Procedure for Requesting Leave

A. Family and Medical Leave Expansion

All employees requesting CSPSL leave must provide written notice, where possible, of the need for leave to HR as soon as practicable by submitting the **Request for California COVID-19 Supplemental Form** (attached) and will be used by all employees for documenting the leave request. Oral notice will otherwise be accepted until written notice can be provided within a reasonably practicable time.

Request for California COVID-19 Supplemental Paid Sick Leave (SB95) (CSPSL)

_____ _____

Employee Name Application Date

Requested Leave Start Date: _____ Estimated End Date: _____
(maximum leave duration of CSPSL is 80 hours for full-time employees; prorated for part time)

Reason for leave (check/complete blanks as appropriate to request being made):

- ☐ The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace.

- ☐ The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

  Name of healthcare provider who advised the Employee to self-quarantine due to concerns related to COVID-19: _____

- ☐ The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.

- ☐ The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.

- ☐ The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis. (Include name of healthcare provider from whom care is sought)

  _____

- ☐ The employee is caring for a child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is subject to an order or guidelines or who has been advised to self-quarantine, as described above.

  Name of individual for whom the employee is providing care: _____

  Nature of relationship with individual for whom the employee is providing care: _____

  Name of government entity that issued the quarantine or isolation order **OR** Name of healthcare provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19: _____

☐ The employee is caring for a child (which includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

Name(s) of child(ren) being cared for:

_____

Name of school, place of care, or childcare provider that has closed or become unavailable for reasons related to COVID-19 on the premises:

_____

Pay During Leave:

Pay during CSPSL is the highest of:

- the regular rate in the week leave was taken,
- the regular rate over the prior 90 days,
- the state minimum wage, or
- the local minimum wage (capped at $511 a day or $5,110 total)

Please provide any other information pertinent to your leave request, such as a request to use the leave on an intermittent basis (and if so, on what schedule):

_____

_____

Employee Signature/Acknowledgment:

By submitting this request for California COVID-19 Supplemental Paid Sick Leave (SB95), I certify that all information provided in this request form is true and accurate, that I am eligible for paid leave for the reasons stated, and that I am unable to work or telework as a result. I will update my supervisor and Human Resources if my availability for work changes or if my ability to work or telework changes.

_____ _____

Employee's Signature Date

P-CC-0005

City of St. Helena Administrative Policy P-CC-0005 Attachment 1

2021 COVID-19 Supplemental Paid Sick Leave

Effective March 29, 2021

Covered Employees in the public or private sectors who work for employers with more than 25 employees are entitled to up to 80 hours of COVID-19 related sick leave from January 1, 2021 through September 30, 2021, immediately upon an oral or written request to their employer. If an employee took leave for the reasons below prior to March 29, 2021, the employee should make an oral or written request to the employer for payment.

A covered employee may take leave *if the employee is unable to work or telework for any of the following reasons:*

- Caring for Yourself: The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace, has been advised by a healthcare provider to quarantine, or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
- Caring for a Family Member: The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provided to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
- Vaccine-Related: The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

Paid Leave for Covered Employees

- 80 hours for those considered full-time employees. Full-time firefighters may be entitled to more than 80 hours, caps below apply.
  - For part-time employees with a regular weekly schedule, the number of hours the employee is normally scheduled to work over two weeks.
  - For part-time employees with variable schedules, 14 times the average number of hours worked per day over the past 6 months.
- Rate of Pay for COVID-19 Supplemental Paid Sick Leave: Non-exempt employees must be paid the highest of the following for each hour of leave:
  - Regular rate of pay for the workweek in which leave is taken
  - State minimum wage
  - Local minimum wage
  - Average hourly pay for preceding 90 days (not including overtime pay)
- Exempt employees must be paid the same rate of pay as wages calculated for other paid leave time.

Not to exceed $511 per day and $5,110 in total for 2021 COVID-19 Supplemental Paid Sick leave.

Retaliation or discrimination against a covered employee requesting or using COVID-19 supplemental paid sick leave is strictly prohibited. A covered employee who experiences such retaliation or discrimination can file a claim with the Labor Commissioner's Office. Locate the office by looking at the list of offices on our website (http://www.dir.ca.gov/dlse/DistrictOffices.htm) using the alphabetical listing of cities, locations, and communities or by calling 1-833-526-4636.

This poster must be displayed where employees can easily read it. If employees do not frequent a physical workplace, it may be disseminated to employees electronically.

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Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution establishing designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services (Cal OES) under the California Disaster Assistance Act.**

CEQA Determination: **Not a CEQA project**

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Under federal Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and state law under the California Disaster Assistance Act, City Staff must bring a resolution before the City Council periodically to maintain a current list of authorized signers on file at California Governor's Office of Emergency Services (Cal OES) for the purpose of obtaining certain federal and state financial assistance. Such a resolution authorizes designated City Staff to provide for all matters pertaining to such state and federal disaster assistance the assurances and agreements required.

DISCUSSION

The City may incur unforeseen expenses during a declared disaster. During an emergency, a disaster can be declared to be a statewide disaster by the California Governor. This declaration will make State financial assistance available under the California Disaster Assistance Act. A disaster can also be declared to be a Presidential declaration by the United States President. This declaration will make Federal financial assistance available under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988.

In order to apply for financial assistance, the City Council must authorize certain staff by title to execute the required documentation necessary for financial assistance. This is done by adopting a City Council Resolution and a California Governor's Office of Emergency Services Designation of Subrecipient's Agent Resolution (Cal OES Form 130) designating the authorized staff. The Cal OES Form 130 is valid for three years from the execution date.

Staff recommends that the City Council authorize the following titles as designated agents to apply for federal and state disaster financial assistance and make necessary assurances to obtain such assistance: City Manager, Finance Director, and Finance Manager effective April 27, 2021 and designate the Mayor and Vice Mayor as governing body representatives.

FISCAL IMPACT

The City is not eligible for State and Federal disaster assistance unless a Designation of Applicant's Agent Resolution has been adopted by the City Council.

RECOMMENDED ACTION

Staff recommends City Council approve the resolution establishing designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services.

ATTACHMENTS

Resolution Designating of City's Agents by Title
Cal OES 130 Effective 04.27.21

CITY OF ST. HELENA

RESOLUTION NO. _____

Resolution of the City Council of the City of St. Helena designating the City Manager, Finance Director, and Finance Manager, on behalf of the City, to be authorized agents for Non-State Agencies as required by the California Office of Emergency Services

RECITALS

A. The Governor's Office of Emergency Services (Cal OES) administers the State and Federal reimbursement process and grants programs for emergency and disaster relief; and

B. Under federal Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and state law under the California Disaster Assistance Act, City Staff must bring a resolution before the City Council periodically to maintain a current list of authorized signers on file at Cal OES for the purpose of obtaining certain federal and state financial assistance; and

C. Cal OES Form 130 requires the City of St. Helena to designate agents to engage with FEMA and Cal OES regarding assistance and grants applied for by the City; and

D. City of St. Helena desires to ensure that Form 130 makes the City eligible to apply for disaster relief for future disaster incidents for three years.

RESOLUTION

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

1. Authorizes the City Manager, Finance Director or Finance Manager to sign and execute applications and agreements for Federal and State disaster relief and emergency assistance.
2. Designates the City Manager, Finance Director and Finance Manager of the City of St. Helena as the agents for Form "Cal OES 130: Designation of the Applicant's Agent Resolution for Non-State Agencies".
3. Designates Mayor Ellsworth and Vice Mayor Dohring as the governing body representatives for Form "Cal OES 130: Designation of the Applicant's Agent Resolution for Non-State Agencies".

Approved at a Regular Meeting of the St. Helena City Council on April 27, 2021, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hall:

Council Member Hardy:

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 055-64140-00

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of St. Helena (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Finance Director (Title of Authorized Agent), OR

Finance Manager (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of St. Helena (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of St. Helena (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☑ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 27th day of April, 20 21

Geoff Ellsworth, Mayor
(Name and Title of Governing Body Representative)

Paul Dohring, Vice Mayor
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Cindy Tzafopoulos (Name), duly appointed and City Clerk (Title) of City of St. Helena (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of St. Helena (Name of Applicant)

on the 27th day of April, 2021.

_____ City Clerk
(Signature) (Title)

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130 - Instructions

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution authorizing: (1) City of St. Helena's participation in the California Intergovernmental Risk Authority (CIRA) Workers' Compensation Program effective 07/01/21; (2) the City Manager to execute documents necessary or appropriate to implement the agreement on behalf of the City; and (3) the City of St. Helena to be governed and abide by the master program documents, the memoranda of coverage, and other documents and policies adopted by CIRA.**

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

Rather than purchase commercial insurance through a commercial insurance carrier, the City of St. Helena participates in an intergovernmental arrangement through which a group of cities and towns (referred to as the members) contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services. That fund is often commonly referred to as a pool. Pools are empowered to exist through the sections of the California Government Code known as Joint Powers Authority (JPA), which allow two or more like entities to pool funds to pay for claims.

The City of St. Helena participates in a pool named the Redwood Empire Municipal Insurance Fund (REMIF). REMIF is merging with another pool named the Public Agency Risk Sharing Authority (PARSAC) to become the California Intergovernmental Risk Authority (CIRA). CIRA, like REMIF, will function as an extension of the City of St. Helena and will be governed by a board of directors comprised of members in the pool.

On December 8, 2020, City Council adopted Resolution 2020-119 approving the merger with PARSAC to become CIRA, adopting the CIRA JPA, and adopting the REMIF JPA and Bylaws to retain care, custody, and control of the self-insured health plan (Anthem Blue Cross/Blue Shield).

DISCUSSION

To continue participation in the workers' compensation program it is necessary to move the workers' compensation program from REMIF to CIRA, which requires application and approval from the California Department of Industrial Relations (DIR) Division of Workers' Compensation. Further, the DIR requires approval and authorization by the pool members to participate in the CIRA workers' compensation program, effective 7/1/2021. With the merger, new claims with a date of loss on or after 07/01/21 will fall under the obligation of CIRA. Further, the attached resolution authorizes staff to execute any other document(s) (such as the application) that may be necessary or appropriate to enter into and implement the agreement on behalf of the City. Lastly, the resolution consents the City of St. Helena to be governed and abide by the master program documents, the memoranda of coverage, and other documents and policies that are adopted by CIRA.

Staff recommends Council adopt the attached resolution and further direct staff to work with the CIRA on steps necessary to ensure participation in the workers' compensation program (Attachment 1).

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached resolution.

ATTACHMENTS

Resolution Approving CIRA WC Participation

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2021-_____

AUTHORIZING: (1) THE CITY OF ST. HELENA'S PARTICIPATION IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) WORKERS' COMPENSATION PROGRAM EFFECTIVE 07/01/21; (2) THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY OR APPROPRIATE TO IMPLEMENT THE AGREEMENT ON BEHALF OF THE CITY; AND (3) THE CITY OF ST. HELENA TO BE GOVERENED AND ABIDE BY THE MASTER PROGRAM DOCUMENTS, THE MEMORANDA OF COVERAGE, AND OTHER DOCUMENTS AND POLICIES ADOPTED BY CIRA.

RECITALS

A. The California Intergovernmental Risk Authority (CIRA) provides risk-sharing pooled workers' compensation coverage as a certificated self-insured under the master certificate 5017 with the office of self-insured plans; and

B. The City has been a member of the Redwood Empire Municipal Insurance Fund (REMIF) as a certificated self-insured under the master certificate 5013 with the office of self-insured plans; and

C. The Board of REMIF has taken action to join CIRA effective 7/1/2021 for all workers' compensation obligations that occur and/or are determined with a date of injury 7/1/2021 or after; and

D. The City of St. Helena desires to approve the action of the Board of REMIF and join CIRA as a member under master certificate 5017 effective 7/1/2021 for all workers' compensation obligations that occur and/or are determined with a date of injury 7/1/2021 or after.

RESOLUTION

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

1. Approves and authorizes participation in the CIRA workers' compensation program effective 7/1/2021 for all workers' compensation obligations that occur and/or are determined with a date of injury of 7/1/2021 or after; and

2. Authorizes the City Manager to execute any other document(s) necessary or appropriate to enter into and implement the agreement on behalf of the City; and

3. Consents to be governed and abide by the master program documents, the memoranda of coverage, and other documents and policies as adopted by the California Intergovernmental risk authority (CIRA) under master certificate 5017.

Approved at a Regular Meeting of the St. Helena City Council on April 27, 2021, by the following vote:

Mayor Geoff Ellsworth:

Vice Mayor Paul Dohring:

Councilmember Anna Chouteau:

Councilmember Lester Hardy:

Councilmember Eric Hall:

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2021-046 in the amount of $15,000 with Interwest for a total contract amount not-to-exceed $40,000.**

CEQA Determination: **Not a CEQA project**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In the past 12 months, the City has undergone a series of local emergencies which has limited the ability of the Planning Department to maintain capacity to be responsive to development applications filed for Planning Commission action. The retirement of Chris Gustin, a part-time planner in 2020, further added to the capacity challenges in the the Department. Prior to the budget adjustments from the pandemic, there was a funded but vacant Associate Planner position.

On January 19, 2021, the City and Interwest consultants entered into a Professional Services Agreement with Interwest (STH Contract: FY2021-46 to provide Planning staffing support for a not-to-exceed amount of $25,000. The professional services includes general planning support for a variety of development applications the City may receive and the initial agreement allowed for Interwest to start work on applications that had not yet undergone review in order that they could be scheduled for Planning Commission in a timely manner.

DISCUSSION

In an effort to continue assisting the City with this support, Interwest is proposing that Chantal Power, an Associate Planner, continue fill this need. Ms. Power is an experienced planner and has worked on a variety of discretionary applications for other local agencies.

The majority of work will primarily be on use permit applications, design review, and lot line adjustments. Ms. Power recently had two applications approved at the April 6, 2021, Planning Commission meeting and she currently has three other planning applications under review. At the end of the fiscal year, staff will determine whether to extend the contract with Interwest, based both on the application submittals received this Spring and the budget allocated for contract planning services for FY 2021-22.

Senior Planner Hecock also continues to work on discretionary applications in addition to his new added responsibility as the Project Manager for the Housing Element Update.

Amendment No. 1 to Interwest's professional services agreement (Attachment 2) addresses the additional support needed to fulfill the City's desire to maintain high customer service levels in the Planning Department.

FISCAL IMPACT

The estimated fiscal impact of this contract amendment is $15,000 for a not-to-exceed amount of $40,000. The Adopted FY 2020-21 operating budget includes $50,000 for contract planning services.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution.

ATTACHMENTS

Attachment 1 - Resolution- STH Contract FY2021-046 01A Interwest Planning Services
Attachment 2 - STH Contract FY2021-046-01A Interwest Planning Services
Attachment 3 - STH Contract FY2021-046 Interwest - St Helena PSA Planning Services Interwest

CITY OF ST. HELENA

RESOLUTION NO 2021-

RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #1 FOR PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST; STH CONTRACT NO: 2021-046 PERTIANING TO CONTRACT STAFF PLANNING SERVICES FOR AN ADDITIONAL $15,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $40,000.

RECITALS

A. On January 19, 2021, The City of St. Helena and Interwest entered into an agreement to provide contract planning services to support the Planning Department with development review application processing; and

B. The City of St. Helena desires to continue utiziling Interwest to continue to assist the City through FY 2020-2021 on an as-needed basis in accordance with the established billing rates (Exhibit A); and

C. Expected services include processing a variety of discretionary planning applications, including site plan review and comment, inter-department coordination, staff reports and presentations to the Planning Commission; and

D. The City of St. Helena and Interwest now desire to amend the Agreement for an additional $15,000 for a total amount not-to-exceed $40,000.

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY2021-046 in the amount of $15,000 with Interwest for a total contract amount not-to-exceed $40,000.

Approved at a Regular Meeting of the St. Helena City Council on April 27, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Hall: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

STH Contract: FY2021-046-01A

AMENDMENT #1
FOR PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST; STH CONTRACT NO: 2021-046 PERTIANING TO CONTRACT STAFF PLANNING SERVICES FOR AN ADDITIONAL $15,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $40,000.

This First Amendment to Professional Services Agreement with Interwest STH Contract: FY 2021-046 dated January 19, 2021 ("Agreement") is made as of this ____ day of _____, 2021 by and between the City of St. Helena and Interwest, Inc.

RECITALS

A. On January 19, 2021, The City of St. Helena and Interwest entered into a Professional Services Agreement to provide contract planning services to support the Planning Department with development review application processing; and

B. The City of St. Helena desires to continue utiziling Interwest to continue to assist the City on an as-needed basis in accordance with the established billing rates (Exhibit A); and

C. Expected services include processing a variety of discretionary planning applications, including site plan review and comment, inter-department coordination, staff reports and presentations to the Planning Commission; and

D. The City of St. Helena and Interwest now desire to amend the Agreement for an additional $15,000 for a total amount not-to-exceed $40,000.

AGREEMENT

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

1. Section 4.A. Compensation, is amended to read as follows:

   "Total fiscal year annual compensation shall not exceed $40,000…"

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: Thomas P Wilkas

Title: CFO

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Attachment A - Compensation

Cost

The rates listed below would apply to all of the project types described above. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. Our rates will be firm for the first year of the agreement. In addition, there is no charge for shipping, supply, or material costs. The rates displayed in the fee schedule below reflect Interwest's current fees.

SCHEDULE OF HOURLY BILLING RATES

Classification	Hourly Billing Rate
Planning Services	
Principal Planner	$150
Senior Planner	135
Associate Planner	120
Assistant Planner	80
Administrative Assistant	60

STH Contract: FY2021-046

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on January 19, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Interwest (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Assistance with Planning and Development Review.

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 $25,000 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 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 City 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: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. 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 $1,000,000 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 advise 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 City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of 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 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 l964. 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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – 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 City 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 City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-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 City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City 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 19 – 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 20 – NOTICES

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

To City:
City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant:
Interwest
Attn: Paul Junker
pjunker@interwestgrp.com
916-838-8384

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

SECTION 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 City 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 31 – 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 City'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 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Mike Kashiwagi
Title: Chief Operations Officer

City:

By: Mark T. Prestwich Digitally signed by Mark T. Prestwich Date: 2021.01.19 08:57:36 -08'00'
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: ethan.walsh@bbklaw.com Digitally signed by: ethan.walsh@bbklaw.com DN: CN = ethan.walsh@bbklaw.com Date: 2021.01.24 13:57:10 -08'00'
Name: Ethan Walsh
Title: City Attorney

January 11, 2021

Maya DeRosa, AICP, Planning and
Building Director City of St. Helena

Planning & Community Improvement
Department 1572 Railroad Avenue

St. Helena, CA 94574

RE: Interwest Consulting Group- Contract Staffing Scope of Services

Dear Ms. DeRosa,

Please accept this Scope of Services for the Interwest Consulting Group (Interwest) Planning Services Group to assist the City of St. Helena. We understand the City anticipates the need for assistance with processing development applications at the Principal Planner and Associate Planner levels. The attached scope of services addresses these specific as well as other services that the City might find beneficial.

Typically, we initiate services with a relatively broad scope of services to allow our clients the flexibility to address staffing needs, and then individual task orders are prepared for client approval that define specific efforts such as an individual project and include a funding amount. Our work would then be limited to the specific services and budget identified in the task order.

Our staff will be directed from our Roseville office, which provides professional staff performing functions in all our disciplines. Our Project Manager, Eric Norris, will be your direct point of contact and will process complex project entitlements. Chantal Power will serve as an Associate Planner, processing less complex entitlements under Eric's supervision. Additional staff will be available as needed and requested by the City.

We appreciate this opportunity to assist the City of St. Helena with Planning services.

Respectfully Submitted,

Michael Kashiwagi, PE
Chief Operations Officer
Interwest Consulting Group

Paul Junker
Planning Services Group Leader
Interwest Consulting Group

Scope of Services

Scope of Services

Upon award of contract and approval of Task Order or similar authorization, our Project Manager will set up a meeting with key City staff to learn the City's planning and development review practices, acquire any needed regulatory and policy documents, gain an understanding of key issues and concerns of your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. Within this meeting, we would request the following:

- Copies of or access to applicable policy documents that would govern review of projects (general plan, zoning code, specific plans, development standards, design guidelines, etc.).
- Guidance and direction on the City's project tracking systems and processes for preparing and reviewing project staff reports.
- Schedule of meetings, including timing of hearing notices, submittal of draft and final staff reports/project packets.
- Access to the City's project application submittal and tracking system.
- Briefings on key community issues that might not be clearly reflected in adopted policy documents.

Prior to beginning work on any assignment, Interwest will prepare a brief Task Order that will include a description of services to be provided and a not to exceed funding amount. Specific services the City may wish to assign to the Interwest under this scope of services include:

Project Entitlements

Interwest staff will assist the City with processing of entitlement applications as assigned by the City. The appropriate level of staff person will be identified by the City. Typical efforts for processing an entitlement application may include, but may not be limited to:

- Pre-Application Meetings
- Project Initiation
- Application Routing
- Application Completeness Review
- Coordination and Communication (City and Applicant Team)
- CEQA Scoping
- Project Conditions of Approval
- Preparation of Hearing Notices
- Planning Commission and City Council Packets
    - Staff Reports
    - Resolutions and Ordinances
    - Presentations
- Planning Commission and City Council Hearing
- Closeout of Application

Based upon the complexity of the application, the project review will be completed by either Eric Norris or Chantel Power. Should such need arise, Interwest may propose an alternative project planner for consideration and approval by the City.

Advanced Planning

Interwest staff will be available to assist the City with Advance planning if and when the need arises. Such Advance Planning support could include updates to City development standards, adoption of regulations as mandated by the State, and similar efforts as might be identified by the City.

Minor Applications

Interwest staff will be available to assist with ministerial applications as needed and as directed by the City. Such application might include use permits, temporary use permits, sign permits, building permit plan checks and many other minor approvals require the attention of Planning staff.

Special Studies

Interwest staff will be available to assist with special planning studies as needed and as directed by the City. Such studies might be required by the City to support the adoption of regulations to address new issues (ride share businesses, Airbnb, commercial cannabis, etc.), changing state regulations (housing, small scale and 5G cellular systems, water conservation, climate change, etc.) or other duties and obligations related to planning.

Attachment B - Compensation

Cost

The rates listed below would apply to all of the project types described above. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. Our rates will be firm for the first year of the agreement. In addition, there is no charge for shipping, supply, or material costs. The rates displayed in the fee schedule below reflect Interwest's current fees.

SCHEDULE OF HOURLY BILLING RATES

Classification	Hourly Billing Rate
Planning Services	
Principal Planner	$150
Senior Planner	135
Associate Planner	120
Assistant Planner	80
Administrative Assistant	60

Report to the City Council
Regular City Council - 27 Apr 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution: (1) approving a Professional Services Agreement with O'Connor Environmental, Inc. in the amount not-to-exceed $205,000 and authorizing the City Manager to execute the agreement; (2) authorizing a budget increase not-to-exceed $205,000 to 561-5000-2145; and (3) authorizing the use of Water Fund balance in an amount not-to-exceed $205,000.**

CEQA Determination: **Not a CEQA project**

Prepared By: Ethan Walsh, City Attorney

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On February 16, 2021, the City of St. Helena, together with Water Audit California, issued a Joint Statement Regarding the Protection of Public Trust Resources. In that Statement, the City indicated that it would take certain steps to acquire credible scientific data needed to support an analysis of whether the impacts that the City's water policy decisions impact public trust resources. Throughout the process of developing the Joint Statement, and during the initial steps toward implementation of the Joint Statement, the City has utilized the services of O'Connor Environmental, Inc. ("OEI") to conduct the analysis and provide expert advice on how to monitor and evaluate its water supply and delivery systems, both for purposes of evaluating impacts to the public trust, and for the general understanding of the City as we navigate the current water emergency. The City has been utilizing OEI's services to date under existing contracts with the City, but requires additional assistance over the next couple years, and therefore City staff recommends entering into a new, comprehensive Professional Services Agreement that encompasses all work that OEI is conducting on behalf of the City in this area.

DISCUSSION

OEI is a hydrogeologic consulting services firm that specializes in stream restoration, flood hazard mitigation, hydrologic and hydraulic modeling, watershed planning, surface and groundwater availability analysis, and fluvial and hillslope geomorphology. Matt O'Connor, the Principal Hydrogeologist and Geomorphologist for OEI has worked for the City extensively in the past and is very familiar with the City's water supply and delivery systems, and many of the challenges the City is facing. Especially with the departure of Erica Ahmann Smithies, his institutional knowledge and experience is integral to completing the work contemplated in the Joint Statement, as well as developing information and strategies to help the City navigate its current water emergency.

The proposed work by OEI would take place over the next two calendar years and would include (1) working with City staff to complete the development of and implement the monitoring system and data management for the Bell Canyon Reservoir, (2) working with and assisting City staff responsible for implementing groundwater monitoring and reporting to ensure that the data collected is consistent with scientifically oriented objectives related to groundwater monitoring and management, (3) collaborating with and advising City staff regarding scientific/technical aspects of consideration of public trust issues when assessing issuance of well permits, (4) collaborating with and advising City staff and Water Audit regarding scientific/technical aspects of Water Audit's installation of a new stream gage network and determination of stage/flow relationships in reaches of the Napa River, York Creek and Sulphur Creek in or near St. Helena for ultimate incorporation with data used by the Napa County Groundwater Sustainability Agency, (5) collaborating with and advising City staff responsible for comprehensive review of the City's water supply and delivery systems, (6) collaborating with and advising City staff regarding confirmation of storage capacity of Bell Canyon Reservoir and estimating future loss of storage resulting from upstream erosion caused by fire and development, (7) collaborating with and advising City staff regarding development of new interim operation protocols for the Stonebridge well field and developing a scientific/technical framework for updating these protocols based on additional data from new gauges and other applicable data, and (8) collaborating with and/or advising representatives of the Napa County Groundwater Sustainability Agency and/or its consultants regarding aspects of the Groundwater Sustainability Plan and groundwater modeling pertaining to groundwater conditions and streamflow depletion in the vicinity of St. Helena with the objective of ensuring that the GSP and its supporting modeling and groundwater analyses is capable and defensible with respect to its representation of hydrologic conditions in and around St. Helena.

FISCAL IMPACT

The Agreement includes a not to exceed amount of $205,000 for work to be completed in 2021 and 2022. The estimated costs for each task contemplated by the Contract is listed as a range, with the total range of costs being $125,000-205,000 with a total not-to-exceed amount of $205,000. OEI's work is being charged on an hourly basis and the total cost is dependent on, among other things, how much work they will have to do for each task, and the extent to which staff can take on responsibility for portions of the necessary work.

The work being done by OEI was not included in the adopted FY 2020-21 operations budget. Use of Water Fund balance in the amount not-to-exceed $205,000 will be necessary for this agreement.

The current estimated June 30, 2021 fund balance for the Water Operations Fund (Fund 561) is $4,630,236, or 63% reserves (which includes the Q3 recommended budget adjustments). Use of an additional $205,000 will leave the estimated fund balance at $4,425,236, or 59% reserves.

RECOMMENDED ACTION

City staff recommends the Council approve the attached resolution.

ATTACHMENTS

Attachment 1 - O_Connor PSA_Water Audit_04202021-c1
Attachment 2 - Resolution O_Connor PSA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 27, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and O'Connor Environmental, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Services Related to City Water Resources.

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 A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $205,000 (Two Hundred Five Thousand Dollars and Zero Cents) 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 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 City 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: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. 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 $1,000,000 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 advise 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 City 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 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 l964. 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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – 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 City 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 City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-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 City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City 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 19 – 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 20 – 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
1572 Railroad Avenue
St. Helena, California 94574

To Consultant: Matt O'Connor
O'Connor Environmental, Inc.
PO Box 794
Healdsburg, CA 95448

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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 City 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 31 – 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 City'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 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: _____
Title: _____

City:

By: _____
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A
"Scope of Services"

The proposed scope of work is motivated primarily by separate but inter-related aspects of the City's efforts pertaining to public trust resources manifested by streamflow in waters of the State below Bell Canyon Reservoir and in the Napa River.

Following is a list of tasks that are presently identifiable that OEI proposes to undertake to assist the City in meeting its short- and long-term water resources objectives described in the Joint Statement issued by the City and Water Audit California on February 16, 2021.

Task 1-Bell Canyon Reservoir Monitoring and Management System

1.1 Establish communication with City staff responsible for reservoir management and ascertain status of monitoring system and steps required to complete the monitoring system.
1.2 Collaborate with and assist City staff with completing and implementing the monitoring system and reservoir data management required for reporting to State Division of Water Rights and public reporting consistent with the Joint Statement issued in conjunction with Water Audit.
1.3 Develop hydrologic data at the City's gauge at the inlet to Bell Canyon Reservoir so that stream stage (stream depth) data can be used to estimate surface inflows to the reservoir.

Task 2-Compliance with Joint Statement Commitments

2.1 Collaborate with and advise City staff and/or its designees responsible for implementing groundwater monitoring and reporting per Municipal Code Chapter 13.16 in order that the data collected is consistent with scientifically oriented objectives related to groundwater monitoring and management.
2.2 Collaborate with and advise City staff and/or its designees regarding scientific/technical aspects of consideration of public trust issues when assessing issuance of well permits, including criteria for preparation of studies under Section 13.16.070 to evaluate potential detrimental effects of new wells.
2.3 Collaborate with and advise City staff and Water Audit regarding scientific/technical aspects of Water Audit's installation of a new stream gage network and determination of stage/flow relationships in reaches of the Napa River, York Creek and Sulphur Creek in or near St. Helena for ultimate incorporation with data used by the Napa County Groundwater Sustainability Agency and publication to public websites.
2.4 Collaborate with and advise City staff responsible for comprehensive review of the City's water supply and delivery systems.
2.5 Collaborate with and advise City staff regarding confirmation of storage capacity of Bell Canyon Reservoir and estimate future loss of storage resulting from upstream erosion caused by fire and development.
2.6 Collaborate with and advise City staff regarding development on or before May 1, 2021, of new interim operation protocols (i.e., pumping rates, operational durations, sequencing of wells) for its Stonebridge well field that will allow the wells to be a component of a sustainable municipal water supply with causing injury to public trust resources. Develop a scientific/technical framework for updating these protocols based on additional data from new gauges and other applicable data.

2.7 Collaborate with and/or advise representatives of the Napa County Groundwater Sustainability Agency and/or its consultants regarding aspects of the Groundwater Sustainability Plan and groundwater modeling pertaining to groundwater conditions and streamflow depletion in the vicinity of St. Helena with the objective of ensuring that the GSP and its supporting modeling and groundwater analyses is capable and defensible with respect to its representation of hydrologic conditions in and around St. Helena. This task is intended to avoid the potential need for the City to develop its own groundwater model.

Exhibit B
"Compensation"

Based on the proposed Scope of Work described above, the not-to-exceed budget for the proposal is $205,000, including preliminary cost estimates for the tasks to be conducted is provided on the table below. City shall be charged on a time and materials basis based on the rates provided on the fee schedule attached behind this Exhibit B.

Task	Considerations	Estimated Cost ($)
1.1 & 1.2-Reservoir Monitoring, Operation and Water Balance	Immediate effort appears necessary. Per existing prior contract executed 2/13/18, OEI has about $20,000 remaining that is within prior scope.	15,000-25,000
1.3-Bell Canyon Inflow Rating Curve Development	Should begin ASAP; cost based on 2 years of effort	30,000-40,000
2.1-Advise City on Monitoring for Well Permit Ordinance	Should begin ASAP; expected initial short term effort.	5,000-10,000
2.2-Advise City on Well Mgt. & Permitting and Public Trust	Should begin ASAP.	10,000-20,000
2.3-Advise/Represent City in Relation to Water Audit Surface Water Monitoring Effort	Effort expected to be mostly advisory; focus on reviewing the Water Audit monitoring approach over 2-3 years.	15,000-20,000
2.4-Advise City of Comprehensive Review of City Water Supply & Delivery System	Includes review of safe yield and is a longer-term effort that should be led by City staff.	15,000-25,000+
2.5-Bell Canyon Reservoir Capacity	Less urgent than other tasks but should happen this year.	10,000-15,000+
2.6-Develop Interim Operational Protocols for Stonebridge Wells	Critical and urgent.	15,000-20,000
2.7-Coordination with Napa Groundwater Sustainability Agency	Immediate engagement with GSA is critical to ensure County modeling of groundwater is sufficient	10,000-20,000
Estimated Total Budget for 2021 & 2022		**$125,000 to $205,000**

SCHEDULE B

O'CONNOR ENVIRONMENTAL, INC.

YEAR 2021 FEE SCHEDULE

Matt O'Connor, PhD
Professional Geologist #6847, Certified Engineering Geologist #2449 (California)
Licensed Engineering Geologist #2680 (Washington)
Principal Geomorphologist/Hydrologist

Standard Professional Fee	$165/hr
Deposition Rate	$350/hr
Litigation Retainer Fee	$1,000

Jeremy Kobor, MS,
Professional Geologist #9501 (California)
Register Geologist #2142 (Oregon)
Senior Hydrogeologist & Modeling Coordinator $140/hr

Michael Sherwood, BS
Professional Geologist # 8839 (California)
Geologist/Hydrologist/GIS Analyst $115/hr

William Creed, BS
Hydrologist/GIS Analyst $115/hr

Environmental Scientist/GIS Technician $60/hr

Administrative Assistant $45/hr

Subcontractors @ cost + 10%

Expenses and materials @ cost + 5%

Vehicle mileage @ applicable IRS allowance rate

CITY OF ST. HELENA

RESOLUTION NO. 2021-

Resolution of the City Council of the City of St. Helena: (1) approving a Professional Services Agreement with O'Connor Environmental, Inc. in the amount not-to-exceed $205,000 and authorizing the City Manager to execute the agreement; (2) authorizing a budget increase not-to-exceed $205,000 to 561-5000-2145; and (3) authorizing the use of Water Fund balance in an amount not-to-exceed $205,000.

WHEREAS, on February 16, 2021, the City of St. Helena, together with Water Audit California, issued a Joint Statement Regarding the Protection of Public Trust Resources; and

WHEREAS, in that Statement, the City indicated that it would take certain steps to acquire credible scientific data needed to support an analysis of whether the impacts that the City's water policy decisions impact public trust resources; and

WHEREAS, throughout the process of developing the Joint Statement, and during the initial steps toward implementation of the Joint Statement, the City has utilized the services of O'Connor Environmental, Inc. ("OEI") to conduct the analysis and provide expert advice on how to monitor and evaluate its water supply and delivery systems, both for purposes of evaluating impacts to the public trust, and for the general understanding of the City and navigating the current water emergency; and

WHEREAS, The City has been utilizing OEI's services to date under existing contracts with the City, but requires additional assistance over the next two years, and therefore the City Council desires to enter into a new comprehensive Professional Services Agreement that encompasses all work that OEI is conducting on behalf of the City in this area; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby approves the Agreement for Professional Services with O'Connor Environmental, Inc. in an amount

not to exceed $205,000, and authorize the City Manager to execute the Agreement on the City's behalf.

SECTION 3. The City Council of the City of St. Helena hereby authorizes a budget increase not-to-exceed $205,000 to 561-5000-2145.

SECTION 4. The City Council of the City of St. Helena hereby authorizes use of Water Fund balance in an amount not-to-exceed $205,000.

Approved at a Regular Meeting of the St. Helena City Council on April 27, 2021, by the following vote:

Mayor Geoff Ellsworth: ____

Vice Mayor Paul Dohring: ____

Council Member Anna Chouteau: ____

Council Member Lester Hardy: ____

Council Member Eric Hall: ____

APPROVED: ATTEST:

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 27 Apr 2021 - AMENDED 4-23-21

Agenda Section: **CONSENT ITEMS**

Subject: ***NEW ITEM 4-23-21**
Review and Acceptance of City of St Helena Interim Operational Protocols for Stonebridge Wells (~~Staff report forthcoming~~ Provided 4-26-21)

CEQA Determination: **Not a CEQA project**

Prepared By: Ethan Walsh, City Attorney

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In February 2021 the City of St. Helena and Water Audit California issued a Joint Statement Regarding the Protection of Public Trust Resources (Joint Statement) pursuant to which the parties affirmed their mutual commitment to protect public trust resources and reported to the public that they would take certain short, medium and long-term actions to acquire the credible scientific data needed to support an analysis of whether the City's water policy decisions adversely impact public trust resources.

One of the actions contemplated in the Joint Statement was as follows:

On or before May 1, 2021, the City will develop new interim operational protocols (i.e., pumping rates, operational durations, sequencing of wells) for its Stonebridge well complex that will allow the wells to be a component of a sustainable municipal water supply without causing injury to public trust resources. The City will regularly update these protocols based on additional data from the new gauges and other applicable sources.

City Public Works and Engineering staff has been working with O'Connor Environmental, Inc. (OEI) on the development of interim protocols, which have been finalized and are attached to this staff report.

DISCUSSION

The Interim Operational Protocols for the Stonebridge Wells address the objectives of the Joint Statement including description of planned and adaptive operation of the Stonebridge Wells and data to be collected to investigate hydrogeologic conditions affecting stream flow in the Napa River. The document includes an overview of the Stonebridge well complex, background information relevant to development of "short, medium and long-term actions to acquire the credible scientific data needed to support an analysis of whether the City's water policy decisions adversely impact public trust resources", the specific actions comprising the Protocol, and potential constraints imposed by current drought conditions.

FISCAL IMPACT

This is not an action item, as these protocols are technical documents to be developed by City engineering staff and consultants to assist the City in carrying out the Council's policy direction. There is therefore no fiscal impact from accepting the protocols.

RECOMMENDED ACTION

That Council review and accept the Interim Operational Protocols for the Stonebridge Wells

ATTACHMENTS

CITY OF ST HELENA INTERIM OPERATIONAL PROTOCOLS FOR STONEBRIDGE WELL FIELD-FINAL-c1

CITY OF ST HELENA INTERIM OPERATIONAL PROTOCOLS FOR STONEBRIDGE WELLS

Introduction

The Joint Statement Regarding the Protection of Public Trust Resources (Joint Statement) agreed by the City of St. Helena (City) and Water Audit California (Water Audit) in February 2021 states that:

> *The public trust doctrine imposes an affirmative duty on state and local government agencies to protect our streams, lakes, marshlands and tidelands, and the diversity of life that depend on those waters. The City of St. Helena and Water Audit California are issuing this joint statement to affirm our mutual commitment to protect public trust resources. We report to the public that we will take short, medium and long-term actions to acquire the credible scientific data needed to support an analysis of whether the City's water policy decisions adversely impact public trust resources. This credible science will permit the City to incorporate an assessment of the full array of impacts from water use and water department operations on public trust resources and their beneficial uses—including use by humans—into future water policy decisions and water department operations. Water Audit will participate in and contribute to this process.*
>
> *Human use of groundwater and surface water may result in impacts to public trust resources, including rivers and streams that support fish and wildlife and recreational uses. Understanding the nature of these impacts is complicated by climate change, upstream land use changes, human use of water, groundwater/surface water interaction and other factors. When public trust resources are degraded or lost, the causes may not be obvious. A century or more ago the Napa River and Sulphur Creek were known for their abundant fish. The intervening decades have seen a decline in both the fish population and the summer flows in these important streams. Although very dry summer conditions have been observed in the Napa River in the past, for example, in 1965, the 1976-1977 drought, and the drought in the early 1990s, since the mid-2000s, there havebeen increased periods of sustained dryness in portions of the Napa River that should not be ignored. According to official reports of regulatory agencies, these drying conditions and other factors can cause serious injury to public trust resources. The cause of the drying waterways and the solution to the conditions are not immediately clear. The City and Water Audit agree to take the following actions, inspired by the scientific axiom that "we manage what we measure".*

Among several actions identified is the following which is the subject of this document:

> *On or before May 1, 2021, the City will develop new interim operational protocols (i.e., pumping rates, operational durations, sequencing of wells) for its Stonebridge well complex that will allow the wells to be a component of a sustainable municipal water supply without causing injury to public trust resources. The City will regularly update these protocols based on additional data from the new gauges and other applicable sources.*

The City's Interim Operational Protocols for the Stonebridge Wells (Protocols) presented in this document address the objectives of the Joint Statement including description of planned and adaptive operation of the Stonebridge Wells and data to be collected to investigate hydrogeologic conditions affecting stream flow in the Napa River.

Following is an overview of the Stonebridge well complex, background information relevant to development of "*short, medium and long-term actions to acquire the credible scientific data needed to support an analysis of whether the City's water policy decisions adversely impact public trust resources"*, the specific actions comprising the Protocols, and potential constraints imposed by current drought conditions.

Overview of Stonebridge Well Field and Approach

The Stonebridge well complex, comprised of Stonebridge No. 1 and Stonebridge No. 2 water supply wells, the Stonebridge Monitor Well, and five local water wells subject to weekly groundwater elevation monitoring, is the immediate focus of actions under the Protocols. The location of these wells is displayed in map form (Figure 1) along with a summary of critical features of the construction of these wells (Table 1) on the following page.

Groundwater withdrawals from Stonebridge No. 1 & No. 2 of up to 450 acre-feet per year and averaging 333 acre feet per year in the past five years (March 2016 through February 2021) is an important component of the City's water supply. Groundwater withdrawals are generally concentrated in the six month period May through October and averaged 259 acre-feet in that five year period. Although important to the City's water supply, the withdrawals from Stonebridge represent a fraction of the estimated total groundwater and surface water use in

the Napa River watershed upstream of and including the City. Consequently, the City's ability to

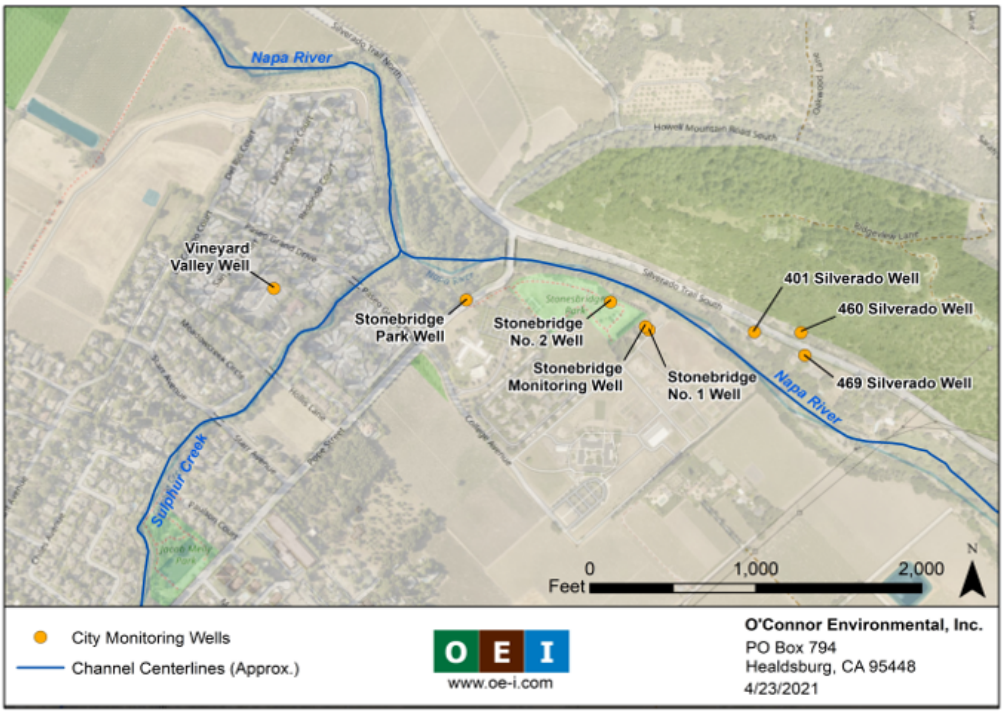

Figure 1

Well Name	Casing Depth (ft)	Depth to Uppermost Perforations (ft)	Perforation Intervals (ft)	Ownership
Stonebridge Park	256	unknown	unknown	City
Stonebridge Monitor	50	unknown	unknown	City
Stonebridge No. 1	410	70	70-164 185-224 245-284 305-410	City
Stonebridge No. 2	670	135	135-190 210-330 350-430 470-550 570-660	City
401 Silverado	78	unknown	unknown	Private
460 Silverado	unknown	unknown	unknown	Private
469 Silverado	105	unknown	unknown	Private
Vineyard Valley	unknown	unknown	unknown	Private

Table 1

independently manage dry-season flow conditions in the Napa River near St. Helena is limited and uncertain. That said, a key objective of the Protocol is to quantitatively characterize the effect of Stonebridge well operations on Napa River flow in and near St. Helena so that the City can continue to refine its operations to prevent as feasible impact to the River.

It is acknowledged that the City has additional influence on groundwater withdrawals from private wells within the City owing to provisions of its Municipal Code that permits and monitors groundwater withdrawals from such private wells. This aspect of the City's influence on groundwater use that may affect Napa River flow conditions is addressed by other provisions of the Joint Statement and will be considered as appropriate in relation to monitoring data and analysis to be conducted in relation to the Protocols.

Public water supply wells in the Stonebridge Well Field withdraw water primarily from an aquifer comprised of volcanic rocks underlying the shallow alluvial aquifer. The water table in the shallow aquifer is the primary source of streamflow in the Napa River during the summer. Characterizing the connectivity that exists between the shallow alluvial aquifer and the underlying volcanic aquifer is another key objective of the Protocol.

The City and Water Audit will collaborate in the analysis of monitoring data and interpretation of hydrogeologic characteristics of the Stonebridge wells and both the alluvial aquifer and underlying volcanic aquifer. The location and type of data collected will be experimental in some respects, oriented to characterizing and quantifying hydrogeologic conditions and characteristics of the aquifers and the Stonebridge Well Field. It is expected that the location, type, and timing of data collection will be adaptive in relation to City well operations, climate conditions and other relevant considerations.

Interim Protocols

Elements of the Protocol are as follows:

1. The City will experimentally operate Stonebridge No. 1 & No. 2 by reducing pumping rates substantially below average historic rate of 450 acre-feet per year to investigate whether groundwater withdrawals affect flow in the Napa River in the vicinity of St.

Helena, particularly during the peak irrigation season May through October. Ideally, the City will temporarily suspend groundwater withdrawals from Stonebridge No. 1 & No. 2 during a significant portion of the spring and/or early summer season to observe conditions in the Napa River and the alluvial and volcanic aquifers.

2. In a separate potential experimental operation of City water resources, the City will first evaluate the feasibility of relying more heavily on groundwater in the winter season (e.g., December through March) in order that it may reduce groundwater use in the peak irrigation season. If possible, the City will experimentally operate Stonebridge No. 1 & No. 2 in coordination with modified utilization of Bell Canyon Reservoir and imported water from the City of Napa to investigate the effect of this operational scenario on groundwater elevations and streamflow in the Napa River.
3. Experimental operations of Stonebridge No. 1 & No. 2 may also be designed in consideration of streamflow and groundwater monitoring by the City and Water Audit.
4. Experimental operations of Stonebridge No. 1 & No. 2 may also be designed in coordination with hydrologic monitoring and analysis of aquifer hydrogeology conducted by the Napa Groundwater Sustainability Agency (Napa GSA). Experimental well operations would likely provide useful data for Napa GSA's hydrologic model that could be used to investigate sustainability objectives of the Sustainable Groundwater Management Act related to interaction between groundwater and streamflow.
5. In any case of experimental operation of Stonebridge No. 1 & No. 2, and including normal operation of Stonebridge No. 1 & No. 2, continuous monitoring of streamflow and groundwater elevations coupled with detailed data describing the timing and rate of pumping from Stonebridge No. 1 & No. 2 that does occur will provide key information regarding aquifer hydraulics and the relationship between groundwater elevation and flow in the Napa River. Collection, evaluation, and analysis of groundwater data, pumping data and streamflow data will be central to the joint effort by the City and Water Audit under the Protocols.
6. The City Stonebridge Monitoring Well (Stonebridge MW) will be equipped with a monitoring device to continuously measure groundwater elevation to develop more

complete and useful data to monitor and investigate groundwater conditions. These data will be compiled and distributed at monthly intervals. Groundwater elevation will continue to be monitored on a weekly basis per existing City monitoring protocol and will also be compiled and distributed at monthly intervals. . The new monitoring device will be installed prior to June 1, 2021.

7. Data documenting operation of Stonebridge No. 1 & No. 2, including daily well yields, pumping rates, timing of pumping, and groundwater elevation of both monitoring wells and supply wells will be summarized and made publicly available. Available data for the period November 1, 2020 to May 1, 2021, will be summarized for public distribution prior to June 1, 2021. Thereafter, the prior month's data will be summarized and made available to the public in the first week of the following month. Monthly data summaries to be made available will provide daily data only. Data at shorter time scales will remain in the public domain but will be released only on request to limit the routine public reporting burden on City staff.
8. The well casing of Stonebridge MW and all other monitoring wells for which the screened interval is unknown (Table 1) will be inspected using down-hole video camera techniques to determine the depth and extent of the screened (perforated) portion of the well casing open to the aquifer. Permission to collect these data will be required from owners of private wells. This inspection will be conducted as soon as possible but not later than August 1, 2021, notwithstanding potential delays in obtaining permission from private owners.
9. A topographic survey of well heads in the Stonebridge well complex (Figure 1, Table 1) will be conducted so that groundwater elevations are related by a common topographic datum to facilitate development of a local groundwater elevation map. Permission to collect these data will be required from owners of private wells. This survey will be conducted as soon as possible but not later than September 1, 2021, notwithstanding potential delays in obtaining permission from private owners.
10. The City will actively seek to expand its network of monitoring wells in City limits. The highest priority for new monitoring wells is within a semi-circle centered on the

Stonebridge Well Field extending to the south and west from the Napa River, including areas west of Sulphur Creek. The immediate objective is to obtain groundwater elevation data to better document groundwater gradients in St. Helena associated with the shallow alluvial aquifer water table believed to directly relate to flows in the Napa River. New monitoring wells in the volcanic aquifer are also desired. Construction of new monitoring wells may also be considered if suitable existing wells cannot be accessed or effectively utilized.

Drought Constraints

Drought conditions of Water Year 2021 following dry conditions in Water Year 2020 have severely limited the City's water supply from Bell Canyon Reservoir which was at 43% of capacity on April 15, 2021 (the end of the Permitted diversion season), and the City must have contingency plans to manage available water supplies should dry winter conditions persist next year and in future years. By maximizing use of water purchased from the City of Napa and accounting for expected water conservation under the City's Phase 2 Water Emergency, the City may be able to reduce use of groundwater from Stonebridge No. 1 and No. 2 in 2021 despite drought conditions. That said, the City does not expect to implement in 2021 experimental forbearance of use of Stonebridge No. 1 & No. 2 to the full extent contemplated under Item 1 of the Protocols. Under these strained water supply conditions, the City must be able utilize groundwater from the Stonebridge No. 1 and No. 2 to meet public water supply obligations. Hence, the experimental operations of Stonebridge No. 1 & No. 2 and associated modifications of water use from Bell Canyon Reservoir and from the City of Napa may be constrained with respect to operational flexibility in 2021 and in future years with low rainfall and limited storage in Bell Canyon Reservoir. The City will implement the interim protocols when water supply conditions improve, and until then, will reduce groundwater use to the extent possible. In any case, significant progress will be made regarding the objectives of the Protocols as discussed above (e.g. Protocols Item 5).

Report to the City Council
Regular City Council - 27 Apr 2021 - AMENDED 4-23-21

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Interwest for Hunter Subdivision Planning Contract Staff Services for a total contract amount not-to-exceed $150,000.**

CEQA Determination: **Not a CEQA project**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Since 2010 the City has been involved in the processing of a tentative map subdivision application for the Hunter property, located near the eastern terminus of Adams Avenue and north of the terminus of Starr Avenue. Over the years the proposal to subdivide and construct the single family lots and multi-family units has evolved and been delayed due to numerous factors. There have been a variety of City staff through the years that reviewed the proposal in the Planning Department. Most recently, Chris Gustin, a part-time planner, was assigned the project; however, in 2020 he retired. After conversations with the applicant about a desire to release the Draft Environmental Impact Report (EIR) and the staff time commitment this would involve, the City entered into a reimbursement agreement with the applicant to hire a contract project manager to devote the necessary time and attention to both the subdivision processing and the EIR. After a number of interviews, the City selected Principal Planner Eric Norris with Interwest Consulting. The focus of this report is a request to enter into a contract with Interwest for this work effort as staff capacity is limited in the Planning Department.

DISCUSSION

The Hunter Subdivision proposal is a large and complex planning application. This project would develop vacant land adjacent to existing neighborhoods and a levy and, over the years, has had many factors impacting the progress on the project. As part of the project the City is required to process the subdivision and associated EIR in a timely manner. The City interviewed contract planners with experience processing similar projects and has selected Eric Norris, with Interwest, to be the dedicated project manager. Staff recommends a contract amount not-to-exceed $150,000 with Interwest to serve as the City Project Manager for the Hunter Subdivision project and will include work on both the tentative map and overseeing the CEQA process, which is anticipated to require a significant work effort.

FISCAL IMPACT

There will be no fiscal impact to the City.

The City holds deposit account for large projects, such as this, in which the developer provides funding for staff time and/or consultant charges which are then charged against the deposit account. A reimbursement agreement is in place with the Hunter Subdivision developer.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached Resolution.

ATTACHMENTS

Attachment 1 - Resolution Interwest Agreement
Attachment 2 - Interwest PSA Planning Services-Hunter Subdivision 4-27-21

CITY OF ST. HELENA

RESOLUTION NO. 2021-

RESOLUTON OF THE COUNCIL OF THE CITY OF ST. HELENA AWARDING A PROFESSIONAL SERVICES AGREEMENT TO INTERWEST CONSULTANTS FOR PROJECT MANAGEMENT OF THE HUNTER SUBDIVISION IN AN AMOUNT NOT-TO-EXCEED $150,000

RECITALS

A. The Hunter Subdivision application was filed in 2010 and the City and applicant desire to complete the project planning and CEQA; and

B. Following the interviews, staff recommended Interwest Consultants be awarded a Professional Services Agreement (PSA) for Hunter Subdivision project management services; and

C. Interwest has demonstrated they have skills and knowledge to coordinate the necessary subdivision application and CEQA process; and

D. City and Consultant now desire to enter into a PSA for Project Management services for the Hunter Subdivision; and

E. There is a reimbursement agreement on file with the applicant to fully cover all contract costs related to the contract planning services for the Hunter Subdivision.

F. The total contract is for a not-to-exceed amount of $150,000.

RESOLUTION

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

1. The City Council approves a Professional Services Agreement with Interwest Consultants for project management services related to the Hunter Subdivision for a total contract amount not-to-exceed $150,000; 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 April 27, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Hall: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 27, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Interwest (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as City Project Manager for Hunter Subdivision.

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 A, "Cost"** attached hereto and made a part hereof. Total compensation shall not exceed $150,000 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 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 City 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: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. 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 $1,000,000 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, and inaccurate advise 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.

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.
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 City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of 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 12 months after project

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, 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 l964. 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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the

Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – 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. As consultant has access to the City network of files, all the electronic reports and project related files for the Hunter Subdivision generated during the consultant's term of work shall be also be saved in the project Subdivision file on the network.

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

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-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 City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City 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 19 – 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 20 – NOTICES

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

To City:	City Manager 1572 Railroad Avenue St. Helena, California 94574
To Consultant:	Interwest Attn: Paul Junker pjunker@interwestgrp.com 916-838-8384

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

SECTION 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 City 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 31 – 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 City'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 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Thomas P Wilkas
Title: CFO

City:

By: _____
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A - Scope of Services / Cost

April 9, 2021

Maya DeRosa, AICP, Planning and
Building Director City of St. Helena

Planning & Community Improvement
Department 1572 Railroad Avenue

St. Helena, CA 94574

RE: Interwest Consulting Group- Contract Staffing Scope of Services-Hunter Subdivision

Dear Ms. DeRosa,

Please accept this Scope of Services for the Interwest Consulting Group (Interwest) Planning Services Group to assist the City of St. Helena with processing the Hunter Subdivision project application.

The services required to complete the review of this project will include but are not limited to: reviewing the proposed Tentative Map application to determine consistency with City policies, standards and regulations; coordination with the project applicant and City departments and affected agencies; CEQA coordination, including consultant coordination and review of CEQA work products; preparation of Planning Commission and City Council packets, including staff reports, resolutions, ordinance and related documents and work products; attending and presenting the project to the Planning Commission and City Council; and, maintaining a record of the project review and actions by City decision makers.

Eric Norris, Principal Planner, will be the project planner for this effort and will be directly responsible for all aspects of the project review process and preparation of all associated work products. Eric may enlist the assistance of more junior staff for specific tasks that do not require his level of experience, thereby reducing the cost of the project review.

This proposal addresses services provided by Eric for the Hunter Subdivision beginning in February 2021. Based upon the progress to date, the initial findings of Eric's review of the project and the level of environmental analysis that is required, it is anticipated that review of the Hunter Subdivision project will extend through 2021 and possibly continue into 2022.

Cost

Planning services for this project will be billed on a time and materials basis. The specific cost for such a project review varies substantially based on the applicant's ability to comply with City regulations and meet City expectations. The rates listed below apply to the review of the Hunter Subdivision project. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. Our rates will be firm for the first year of the agreement. In addition, there is no

charge for shipping, supply, or material costs. The rates displayed in the fee schedule below reflect Interwest's current fees.

SCHEDULE OF HOURLY BILLING RATES

Classification	Hourly Billing Rate
Planning Services	
Principal Planner	$150
Senior Planner	135
Associate Planner	120
Assistant Planner	80
Administrative Assistant	60

We appreciate this opportunity to assist the City of St. Helena with Planning services.

Respectfully Submitted,

Michael Kashiwagi, PE
Chief Operations Officer
Interwest Consulting Group

Paul Junker
Planning Services Group Leader
Interwest Consulting Group

Cindy Tzafopoulos

From: John Milliken <jmzin@comcast.net>
Sent: Monday, April 26, 2021 4:55 PM
To: Public Comment
Cc: Mark Prestwich; Maya DeRosa
Subject: [External] COMMENT TO THE COUNCIL AGENDA ITEM 9.10: Resolution Authorizing PSA with Interwest for Hunter Subdivision Planning

I am requesting that this item be considered individually for the purposes of considering alternative action, for extended discussion, or for public comment.

Before the Council votes on this resolution, I would like some more clarity from the staff report on the following issues:

1) For a Project Application and attendant EIR effort **stretching into its 11th year**, what recent circumstances precipitated this sudden resolution for a $150k PSA with Interwest? And, why is an agreement for this significant amount of money for a development project of this magnitude being slipped onto the Consent Items Agenda? This resolution for an additional PSA follows on the heels of a third amendment (also on the Consent Agenda) to an existing PSA with the EIR prep firm, Dudek, in the amount of $37,590, as recently as Feb. 9, 2021. This third amendment amount, ostensibly to "complete the Hunter Subdivision EIR", brings the EIR PSA with Dudek to a total of $366,161. These two PSAs will combine for a total of $516,161, and the Interwest Scope of Services document states, "Based upon the progress to date, the initial findings review of the project and the level of environmental analysis that is required, it is anticipated that review of the Hunter Subdivision project will extend through 2021 and possibly continue into 2022." Is this Initial Findings Review a public document? If so, is it be posted on the City's website? The original Dudek EIR PSA was approved on Dec. 12, 2017. This means that the 2nd effort at completing an EIR for this project is moving into its 5th year, and currently there is not even a projected completion date for the initial DEIR that the Public will be able to comment on. (FYI: It took 17 months for the first EIR prep firm to prepare a response to comments document for the first DEIR.) Given the many years that the Public has been kept in the dark about why this EIR is taking so long, I feel that it is time to schedule a public meeting about what exactly is going on and why delivering a timely EIR is so difficult.

2) The following is taken from the background of this resolution: "After conversations with the applicant about a desire to release the Draft Environmental Impact Report (DEIR) and the staff time commitment this would involve, the City entered into a reimbursement agreement with the applicant to hire a contract project manager to devote the necessary time and attention to both the subdivision processing and the EIR." This is a troubling statement in that it looks as if the decision to hire an additional project manager was driven by the willingness of the applicant to reimburse the City. Why would the applicant be amenable to this if they did not think their application would favorable treatment? Indeed, the history of this applicant over 11 years has been to delay by: not complying with requests for clarification and information for months; not to respond with adequate remedies to numerous letters of identified issues; and not agreeing to EIR amendments; and then delay payment for them once they finally agreed. This last item is what led to the first seven-year EIR effort blowing up. The first EIR prep firm finally had had enough and simply dropped the project. To make sure the applicant truly supports this resolution, I would condition the start of PSA with the applicant paying the $150k up front. This would head off the applicant from ceasing to provide payment if they became upset at how the EIR was going.

3) How much influence did the applicant have in bringing on the Interwest consultant? Fees for paying the consultant will be borne by the applicant. So, who does the consultant ultimately work for, the City in the interests of its citizens, or the applicant? This situation is ripe for conflicts of interest. Will the communications

of the consultant be made public? Will the consultant provide updates on the progress of the EIR on the City's projects website?

4) Could someone please explain how the services of Interwest will be meshed with the already existing agreement with Dudek and why this step is being taken this far into the 2nd EIR effort? There is already the risk that some of initial studies and data generated in the first few years of the 2nd DEIR effort will be what is referred to in EIR parlance as stale. That is, changes to the project and current circumstances present a different reality to when these initial studies were undertaken. The applicant's water-use projections, claims of being water neutral, and the severe impact of additional water demands on a drought-strained water supply are perfect examples of this.

As you can imagine, I have numerous other concerns over the lawful preparation per CEQA standards and completeness of the EIR for this project. However, I will not burden the Council with these concerns at this time so that my questions above can be dealt with as germane to this resolution. I look forward to this item being removed from the Consent Agenda so that a public discussion can take place.

Thank you for your consideration of my concerns.

John Milliken
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707-963-8134 (Office) 707-486-4266 (Mobile\Text)
1256 Hudson Ave.
St. Helena, CA 94574

Report to the City Council
Regular City Council - 27 Apr 2021 - AMENDED 4-23-21

Agenda Section: **PUBLIC HEARINGS**

Subject: **Consideration and approval of a Resolution adopting a penalty structure for a violation of the City's Phase II and Phase III water regulations set forth in the St. Helena Municipal Code section 13.04.220 et seq. (This Public Hearing Item was Continued from the April 13, 2021 Regular City Council Meeting to the April 27, 2021 Regular City Council Meeting)**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

St. Helena Municipal Code (SHMC) provides that at any time the City Council finds and determines that a water shortage emergency condition meeting the criteria of Phase I water emergency (SHMC 13.04.230), Phase II water emergency (SHMC 13.04.240), or Phase III water emergency (SHMC 13.04.250), and it is necessary to limit water use, the City Council must adopt a resolution setting forth the applicable phase. One of the criteria for establishing a Phase I water emergency under SHMC 13.04.230 includes when the Director of Public Works determines that the conditions requiring the establishment of a Phase II water emergency appears imminent.

On June 23, 2020, the City Council adopted Resolution 2020-72 establishing Phase I Water regulations, and the City Clerk published a notice declaring the establishment of a Phase I water emergency. The notice set forth limitations of water use applicable to a Phase I water emergency. At the time of the Phase I water emergency, the City had extremely low annual cumulative rainfall (20"), a forecast for a potential multi-year drought, and the Bell Canyon Reservoir was at 60% capacity. Public Works had also

implemented changes to conserve Bell Canyon Reservoir water by optimizing Stonebridge Wells and City of Napa water use. In June 2020, the forecast for when a potential Phase II water emergency would be triggered by was November.

On October 13, 2020, the Public Works Director informed the City Council that a Phase II water emergency had been triggered on October 1, 2020. The trigger system utilizes data the water treatment operators submit in a monthly water production report. The September 2020 water report was delayed due to the September 27, 2020 Glass Fire and was not available in time to bring a Phase II water emergency for discussion and consideration to City Council. As of October 13, 2020, Bell Canyon Reservoir was at 399.8' and 39.4% capacity.

At the October 27, 2020 City Council meeting, the City Council adopted Resolution No. 2020-107 determining that conditions requiring the establishment of a Phase II water emergency exist and as a result directed City staff to enact a Phase II water emergency.

Following the October 27, 2020 City Council meeting, a working group of City staff was created to focus on the implementation of Phase II water regulations. The group consists of the City Manager, Public Works Director, Finance Director, City Clerk, and other staff members from Finance and Public Works. The working group coordinated the implementation of Phase II water regulations which included the recruitment of Water Advisory Board members (selected at the January 12, 2021 City Council meeting), collection of customer data for water allocation purposes, public outreach and communications, and developing a penalty methodology. At the December 8, 2020 City Council meeting, an update regarding the implementation of Phase II water regulations was provided to the City Council and to the public.

On December 10, 2020, the City entered into a Professional Services Agreement with Raftelis Financial Consultants for the development of proposed water emergency policies, including penalties, during declared water shortage emergencies (Attachment 1). The scope of services includes the following:

1. Task 1 - Data Review and Due Diligence
2. Task 2 - Water Shortage Penalty Development
3. Task 3 - Shortage Allocation Analyses
4. Task 4 - Water Shortage Penalty Policy Memorandum

On March 23, 2021, Ratfelis presented to City Council their recommendation for a penalty structure for the City of St. Helena (Attachment 2 - Raftelis Memorandum). At this meeting, the City Council directed staff to hold a public hearing on April 13, 2021 to adopt the recommended penalty structure.

On March 30, 2021, a notice of public hearing was circulated.

On April 13, 2021, the recommended penalty structure was brought before the City Council for consideration. City Council provided direction to staff to continue this item to the next Council meeting to allow for the development of an urgency ordinance addressing the allocation for non-residential customers to be more in line with essential seasonal use. In particular wineries whose heavy use is during harvest (September through November) as opposed to the four month winter average (December through March). The urgency ordinance in intended to categorically apply the exception specified in the City's Municipal Code (SHMC) section 13.02.220 et seq which allows for non-residential water customers to apply for an exception when their essential water use is not represented in average winter water use.

DISCUSSION

The City of St. Helena is currently in a water emergency situation which requires conservation efforts from its water customers. The goal of the penalty is to ensure compliance with the required conservation measures to ensure the City has enough water to provide basic necessities.

The proposed penalty structure (Table 1) is a tiered volumetric structure intended to minimize penalties for those barely exceeding the water usage allocation and where water use can be reasonably reduced below the allocated water use in subsequent months. This structure creates higher penalty amounts based on the amount of water waste, and provides financial incentives to reduce water use. Under SHMC 13.04.230 and 13.04.240 the City must notify customers of the water usage allocation for each account that would be allowed under a Phase II water emergency or a Phase III water emergency.

Table 1 - Proposed Penalty Structure for a Phase II and Phase III Water Emergency

Volume Exceeded	$ per HCF Exceeded	$ per Gallon Exceeded
<25% Over (up to 24.999%)	$10.00	$0.013
25-50% Over (25-49.999%)	$25.00	$0.033
50-100% Over (50-99.999%)	$100.00	$0.134
>100% Over	$250.00	$0.334

If adopted as proposed, the penalty rate structure for excessive water use will take effect on June 1, 2021. Customers will be notified on a monthly basis via USPS mail of any penalties incurred during the preceding month and penalties will be applied directly to the customers' water account with the City. The monthly correspondence will include the number of gallons/units of water allocated in the monthly timeframe, the number of gallons/units of water used, and the amount of penalties incurred.

Outreach Activities

The City recognizes the water situation is an important issue for everyone, and without significant rainfall or conservation efforts from all water users, the City is at risk of not having an adequate water supply. Immediately after the adoption of the penalty rate

structure, the City will provide notice to all water customers via USPS comparing their actual water usage to water allocation for March 2020. The City will also provide customers with water saving tips to help reduce water consumption immediately. The City will continue this practice on a monthly basis until the termination of the water emergency.

Table 2 provides a summary of the outreach which has been conducted to-date regarding the current water emergency.

Table 2

Date Distributed	Material	Where Distributed
June 2020	Press Release: City Enters Phase I Water Emergency	City's Website City's E-News Email Distribution Social Media Media Contacts
July 2020	Utility Bill Insert: Phase I Water Emergency	City Utility Bills
July 2020	SHINE Newsletter - Phase I Water Emergency	City's Website City's E-News (Approx. 2,500 subscribers)
November 2020	Press Release: City Enters Phase II Water Emergency	City's Website City's E-News Email Distribution Social Media Media Contacts
November 2020	SHINE Newsletter - Phase II Water Emergency	City's Website City's E-News (Approx. 2,500 subscribers)
November 2020	Press Release: Additional Information About Phase II Water Emergency	City's Website City's E-News Email Distribution Social Media Media Contacts
November 2020	Formation of Water Advisory Board	City's Website City's E-News Email Distribution Social Media Media Contacts
January 2021	Water Survey Letter	City Utility Bills
February 2021	Water Survey Letter - Reminder	Direct Mailer
March 2021	Press Release: Phase II Water Emergency Update and Water Conservation	City's Website City's E-News Email Distribution

		Social Media Media Contacts
March 2021	SHINE Newsletter - Phase II Water Emergency Update and General Water Update.	City's Website City's E-News (Approx. 2,500 subscribers)
April 2021	Guest at St. Helena Chamber of Commerce Meeting	Provided information to the Business community
April 2021	Drought Fact Sheet	Chamber of Commerce Business meeting City's Website

All outreach materials can be found on the City's website: Water Regulations

Exceptions

Recognizing water customer may have a variety of circumstances and the mandatory conservation measures outlined in SHMC 13.02.220 et seq may not be feasible, SHMC 13.04.280 provides the Public Works Director may, with such conditions that seem reasonable, grant exception permits in addition to any basis allocation, based on the conditions defined in this section. The reasons are summarized below:

1. For any customer with an allocation based on previous water use, if it can be demonstrated that water conservation measures beyond those required in Chapter 13.12 were in place prior to the preceding nonshortage year.
2. For single-family residential parcels exceeding 7,000 square feet in area, the quantity of up to 20 gallons per day for each 1,000 square feet that the property exceeds 7,000 square feet for the purpose of maintaining mature landscape or orchard plants.
3. For medical conditions of a resident, a quality as required to maintain health standards.
4. For any customer with an allocation based on previous winter water use, if it can be demonstrated that efficient and essential water uses are not represented in average winter water use, an additional quantity of water may be allocated to provide for these efficient and essential needs.

Further, the Water Advisory Board may grant permits for uses of water or for exceptions to water conservation measures for water connections otherwise prohibited by Sections 13.04.230, 13.04.240, and 13.04.250 if it finds and determines that such regulations would:

1. Cause an unnecessary and undue hardship to the applicant or to the public;
2. Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the applicant or public; or
3. Promote water conservation by providing for the establishment of water efficient landscaping meeting the standards of Section 17.112.140 and such policies and

regulations as have been adopted to implement the provisions of that chapter, replacing more water-intensive landscaping.

Any request for exceptions should be made through the Public Works Department by contacting Martin Beltran at: mbeltran@cityofsthelena.org.

FISCAL IMPACT

There are several fiscal considerations in the establishment of Phase I, Phase II, and Phase III water emergency regulations. Several components will fiscally affect the City including:

1. Drought Rates - The 2017 adopted water rate structure includes a drought period surcharge that begins once the City implements Phase I Water Regulations. Drought rates are applied to use charges (does not affect service (or base) charges). Drought rates are 6% higher than non-drought rates because during drought years the cost of water per 1,000 gallons is 6% higher than during non-drought years. Drought rates went into effect July 1, 2020.
2. Decrease in Consumption - Both Phase II and Phase III Water Regulations limit the amount of use based on winter average for commercial, industrial, and commercial users and limits the amount of use based on the number of persons in a household for residential customers. While drought rates went into effect July 1, 2020, additional water conservation requirements will result in a decrease in water enterprise revenues. The analysis conducted by Raftelis estimates the conservation measures in Phase II would equate to a 30% reduction in water consumption. Utilizing actual water use from July 1, 2019 through June 30, 2020 and utilizing the non-drought, peak season water consumption charge, there will be an estimated decrease in revenues of $1.26 million to the City's Water Enterprise Fund during Phase II restrictions.
3. Additional Staffing and Outreach - Additional staffing and outreach costs will be associated with the implementation and monitoring of Phase III Water Regulations due to: (a) outreach to all customers which will include mailers and possible follow-up phone calls, (b) calculations which must be done for customers based on classification, (c) customer data input into the City's financial software system for each customer; (d) monitoring of water use for the duration of the water emergency, and (e) implementation of penalties.
4. Penalties - The fiscal impact in implementing penalties is dependent on customer use. Every customer can avoid penalties by limiting water usage to the amount of their allocation. Penalties collected will be placed in the Water Enterprise Fund and will solely be used for water purposes. The funds will be used in the following manner:
    - Recover a portion of the financial deficit created by water shortage conditions from the entire community, in proportion to water usage.
    - Implement a range of actions to reduce water use and help ensure that demand for water does not exceed supply during this current water shortage situation and beyond. Such actions may include:
        - Public outreach campaigns;

- Water efficiency customer assistance and rebate programs;
- Operational changes;
- Water waste patrols;
- Installation of purple pipe; and/or
- Installation of Automatic Metering Infrastructure (AMI) to allow for advanced meter data collection and management.

RECOMMENDED ACTION

Adopt the attached resolution.

ATTACHMENTS

Attachment 1 - St. Helena_ Resolution Establishing Volumetric Penalties-c1
Attachment 2 - City of St. Helena Water Emergency Policies Memorandum 2021 final

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ESTABLISHING VOLUMETRIC PENALTIES DURING PHASE II AND PHASE III WATER EMERGENCIES

WHEREAS, pursuant to California Water Code section 375, the City of St. Helena adopted a water conservation program to reduce the quantity of water used by persons within its jurisdiction for the purpose of conserving the water supplies of the City; and

WHEREAS, the City's water conservation program is set forth in Article 2 (Water Shortage Emergencies, Drought, and Water Conservation) of Chapter 13.04 (Water Service System) of Title 13 (Public Services) of the St. Helena Municipal Code (SHMC) (commencing with section 13.04.220); and

WHEREAS, under the City's water conservation program, any time a water shortage meets the criteria of a Phase I water emergency (SHMC § 13.04.230), Phase II water emergency (SHMC § 13.04.240) or Phase III water emergency (SHMC § 13.04.250), and it is necessary to limit water use, the City Council must adopt a resolution setting forth the applicable phase; and

WHEREAS, on June 23, 2020, the City Council declared a Phase I water emergency; at the time of the Phase I water emergency, there was a forecast of a possible multi-year drought; and, on October 27, 2020, the City Council declared a Phase II water emergency; and

WHEREAS, the statewide snowpack is 59% of average this time of year and this year is one of the driest years on record for the state; and

WHEREAS, the City is experiencing a water shortage which requires conservation efforts from its water customers to enough there is enough water to provide basic necessities; and

WHEREAS, pursuant to Water Code section 377, the City may, by resolution, make the violation of a water conservation program enacted by its City Council subject to a volumetric penalty; and

WHEREAS, to secure compliance with the rules and regulations established during water shortage emergencies, and assure important public policy objectives are achieved for the reduction of water usage during water emergencies, the City is authorized to impose volumetric penalties during water shortage emergencies when the City Council deems it appropriate under the circumstances; and

WHEREAS, the City Council hereby finds and determines that it is desirable to establish volumetric penalties to be imposed by the City during a declared Phase II or Phase III water emergency, and the volumetric penalties shall govern the actions of persons using and consuming water for the purpose of conserving and protecting the

City's water supplies, and deterring and preventing the waste or unreasonable use of valuable water resources.

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

SECTION 1. The City Council hereby finds and determines that the forgoing recitals are true and correct and are hereby incorporated and adopted as findings and determinations of the City Council as if fully set forth herein.

SECTION 2. The following water use limitations shall apply during a Phase II or Phase III water emergency declared by the City Council pursuant to Article 2 of Chapter 13.04 of Title 13 of the St. Helena Municipal Code. All customers shall be prohibited from using potable water in excess of their monthly water usage allocation. For purposes of this Resolution, "monthly water usage allocation" means the allocation in SHMC § 13.04.240 during a Phase II water emergency or the allocation in SHMC § 13.04.250 during a Phase III water emergency.

SECTION 3. The violation of Section 2 of this Resolution may be subject to the imposition of the volumetric penalties as set forth in Section 4 of this Resolution.

SECTION 4. The following volumetric penalties are hereby adopted:

(a) Any customer who fails to comply with the established monthly water usage allocation or limit shall be subject to a volumetric penalty for each unit of water, or portion thereof, used in excess of the established monthly water usage allocation. The amount of the volumetric penalty shall be as set forth in in the table below.

Volume Exceeded	$ per HCF Exceeded	$ per Gallon Exceeded
<25% Over (up to 24.999%)	$10.00	$0.013
25-50% Over (25-49.999%)	$25.00	$0.033
50-100% Over (50-99.999%)	$100.00	$0.134
>100% Over	$250.00	$0.334

(b) Any volumetric penalty imposed on any customer pursuant to this Resolution shall be:

(i) applicable to all potable water used in excess of the customer's monthly water usage allocation pursuant to Section 2;

(ii) collected on the customer's water bill;

(iii) due and payable as part of the customer's water bill;

(iv) the responsibility of the customer of record for the property where the violation occurred; and

(vi) paid in addition to the water service fees the City imposes for the potable water delivered to the property where the violation occurred.

(e) The receipt of a water bill with any applicable volumetric penalty shall serve as notice of violation of the provisions of the Resolution.

(f) Any person who wishes to appeal the imposition of a volumetric penalty may do so pursuant to Section 13.04.180 of the St. Helena Municipal Code. Notice of the right to appeal the imposition of a volumetric penalty shall be included in the customer's water bill.

SECTION 5. The water use limitations and volumetric penalties established by this Resolution shall remain in effect unless otherwise terminated by the City Council by a separate resolution.

SECTION 6. Any person may apply for an exception permit pursuant to SHMC §13.04.280 for exceptions to water conservation measures and the monthly water usage allocation specified in Section 2 of this Resolution.

SECTION 7. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 8. This Resolution shall become effective immediately upon its adoption by the City Council.

SECTION 9. Notwithstanding Section 8, for the purposes of the current water emergency, penalties will go into effect beginning with the June 1, 2021 usage, and will remain in effect until ~~termination of the current emergency~~the City Council determines that the City is no longer in a Phase II or Phase III water emergency.

APPROVED at a regular meeting of the St. Helena City Council on April 27, 2021, by the following votes:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Council Member Chouteau: _____

Council Member Hardy: _____

Council Member Hall: _____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

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City of St. Helena

Water Shortage Emergency Policies

Memorandum / March 31, 2021

RAFTELIS

RAFTELIS

March 31, 2021

April Mitts
Finance Director
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

Subject: 2021 Water Shortage Emergency Policies Study

Dear. April Mitts,

Raftelis is pleased to submit this Water Shortage Emergency Policy Study to the City of St. Helena (City). The City engaged Raftelis to assist in developing a penalty structure during declared shortages when water rationing is required and to evaluate the City's existing approach to allocating water during a shortage. This memorandum summarizes our analyzes, findings, and recommendations.

It was a pleasure working with you, and we wish to express our thanks for the support City staff provided during the study.

Sincerely,

Sanjay Gaur
Vice President

Kevin Kostiuk
Manager

Michael Hicks
Consultant

445 S Figueroa Street, Suite 1925
Los Angeles, CA 90071
www.raftelis.com

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1. Scope of Study

The City of St. Helena (City) engaged Raftelis to develop a water penalty structure to be implemented during Phase II and Phase III water shortage events. The Study includes an evaluation of the existing water allocation to City water customers during a shortage. The City declared a Phase II event in October 2020 and, absent an immediate change to local water supply conditions, a Phase III event could be called.

Raftelis conducted a water shortage penalty survey of water service providers across California to recommend the most appropriate framework to the City given similarities to other agencies. The City will rely upon the penalty structure recommendation in this memorandum to comply with water allocations. The City seeks to change water usage behaviors across its customer base to avoid a worsening water supply situation.

As part of the water allocation review, Raftelis conducted a water demand reduction analysis, based on fiscal year (FY) 2020[1] customer water use information, to compare non-shortage year water demand against projected demand subject to City allocations at each Phase and in two "seasons" (Summer / Winter).

Study data and information relied upon for the project include water shortage ordinances in the City's Municipal Code, water supply information provided by the City's Public Works Department, summarized time-series customer water demand information, and water allocation bases by customer class and season provided by City staff.

[1] FY 2020 is July 1, 2019 through June 30, 2020

2. City Water Supply Conditions

The City of St. Helena (City) provides water services to residential and non-residential customers in and around the City. The City's water sources include surface water from Bell Canyon Reservoir, groundwater from Stonebridge Wells, and purchased treated water from the City of Napa. The Louis Stralla Water Treatment Plant, which treats surface water stored in Bell Canyon Reservoir, has a capacity of 4.3 million gallons a day (MGD). Stonebridge Wells includes two active groundwater wells and filtration facilities. The City distributes its sources of treated water via six storage tanks and four pump stations.

The City established an agreement in September 2006 with the City of Napa for the delivery of treated water. In December 2011, an amendment increased the minimum annual delivery to 600 acre-feet (AF) with optional delivery of up to 800 AF. Optional additional delivery of 200 AF may be delivered, provided the City of Napa has sufficient water supply. If Napa does not have sufficient supply, it will attempt to acquire supplemental dry-year water on a single-year basis from an outside source. Groundwater pumping from Stonebridge Wells is limited to 450 acre-feet per year (AFY) to preserve basin water levels and avoid overdraft.

Bell Canyon Reservoir is the most critical water source that provides water reliability, given the constraints on groundwater and limitations on purchased water. The trigger for declaring and rescinding local shortage conditions is dependent on storage capacity at Bell Canyon Reservoir and determined by the City's Safe Yield Committee. Bell Canyon Reservoir has a capacity of 2,400 AF with 25% of capacity reserved for firefighting and minimum flows for fish and wildlife. The City can not provide water to customers from the Bell Canyon Reservoir when its storage capacity drops to 25%.

Extremely low annual rainfall and Bell Canyon Reservoir level reduced to 60% of total capacity prompted the City to enact Phase I Water Regulations on June 23, 2020, in preparation for a potential multi-year drought. The implementation of this policy calls for customers of the City to follow certain conservation measures. With a consecutive dry year approaching, on November 1, 2020, the City declared a Phase II water emergency with Bell Canyon beginning the month of October at 39.4% capacity. As of March 22, 2021, the reservoir sits at 43% capacity.

3. Water Shortage Penalties

3.1. Water Penalties and California's Legal Environment

In California, water rates are subject to the substantive and procedural provisions of Proposition 218, a measure passed by voters in 1996 which amended the California Constitution (specifically Article XIII D, Section 6). While the City imposes water rates on its customers subject to the requirements of Proposition 218, the fees proposed in this report are not water rates. The proposed fees are penalties imposed during periods of shortage for exceeding a defined water allocation. While rates must be based on the cost of service provided, penalties need not meet the same legal standard. Further, while rates generate revenues for the purpose of recovering costs to serve customers, shortage penalties aim to dissuade behavior and are not designed to be a revenue-generating mechanism. Shortage penalties are subject to the provisions of Proposition 26, a measure passed by the voters in 2010 to further define fees from taxes.

There are limits to water shortage penalty fees and how the revenues generated from penalties may be spent. These limitations should be confirmed with the City Attorney's office and any external legal counsel providing advice to the City[2].

The end goal of water shortage penalties is to establish compliance with an adopted law or regulation by enforcing a policy (i.e., water allocations). The goal of a penalty is to recover the costs of regulations and the enforcement of the fees, which fall under the guidelines of Proposition 26.

3.2. Water Penalty Survey

Raftelis began our water penalty effort by surveying ten agencies across California, listed in Table 3-1 below. The survey includes water service providers across a mix of geography, service area size, climate, sources of supply, and customer demographics. The diversity in comparative agencies assists us in identifying an appropriate framework for a penalty structure.

Table 3-1: Survey List

Sweetwater Authority	Montecito Water District
City of Santa Cruz	City of Turlock
Las Virgenes Water District	Yorba Linda Water District
East Bay Municipal Utility District	City of Ceres
Coachella Valley Water District	El Toro Water District

Raftelis qualitatively analyzed and grouped reasons why agencies develop water shortage penalties. The reason(s) why an agency adopts and implements penalties can influence the type of structure created by an agency and the monetary charge(s) imposed for exceeding an allocation. Raftelis's observations include the following reasons why an agency implements a penalty structure:

- There is a finite amount of water supply that is in danger of being exhausted
- There is a mandatory conservation order in place

[2] Raftelis is not a law firm and cannot provide legal advice

- Social messaging to encourage good water behavior that may be modeled by neighboring agencies
- Some combination thereof

The City fits into the first category given that the water supply situation is critical. It is conceivable that the City will run out of water absent significant curtailment or significant spring precipitation. Penalties, along with the City's individual water allocations, are required to reduce water use and prevent more severe restrictions and more severe water rationing.

3.2.1. QUALITATIVE EVALUATION

Raftelis applied three indicators to the comparative agencies surveyed to better characterize and compare them to the City. The three indicators are average household income, per capita demand, and water supply reliability. Table 3-2 shows the exercise results with low scores in red, medium (Med) scores in yellow, and high scores in green. Using our professional judgment and knowledge of the agencies surveyed, Raftelis identified the three agencies most like the City. These three are bolded in the table and include the City of Santa Cruz, Montecito Water District, and Yorba Linda Water District.

The City of Santa Cruz relies on a single source of water supply with no access to other sources or interconnections to neighboring agencies. While Santa Cruz's water demand is considerably lower than the City their water supply challenges are most similar. Montecito Water District serves a very affluent community, has very high per capita water demand, and until recently, low water supply reliability[3] (while not as constrained as St. Helena or Santa Cruz). Lastly, the City resembles the Yorba Linda Water District who serves an affluent community, and has relatively high water demand.

Table 3-2: Metric Categorization

Agency	Income	Per Capita Demand	Reliability
St. Helena	High	High	Low
Santa Cruz	**Med**	**Low**	**Low**
Las Virgenes MWD	High	High	High
East Bay MUD	Med	Med	Med
Coachella Valley WD	Med	High	High
Montecito WD	**High**	**High**	**Low**
City of Turlock	Low	High	High
Yorba Linda WD	**High**	**High**	**High**
City of Ceres	Low	High	High
El Toro WD	Med	Med	High
Sweetwater Authority	Med	Med	High

3.2.2. PENALTY STRUCTURES

Penalty structures can take on several forms dictated by water reliability, customer demographics, and community values. In our survey, the common structures are:

[3] In June 2020 the Montecito Water District signed a water supply agreement with the neighboring City of Santa Barbara to receive up to 40% of their annual water supply from the City's ocean desalination facilities; and even in local dry years the District has access to and conveyance for State Water Project (SWP) water.

- Violation Based – a flat fee (fine) paid each time an allocation is exceeded (e.g. a citation)
- Tiered Volumetric – the penalty increases as water use increases beyond the allocation (e.g., marginal tax rates)
- Uniform Volumetric – one penalty rate for all water use beyond the allocation (e.g., data overage charges from cellular providers)
- Hybrid: For example, a Uniform Volumetric structure incorporating a Violation Based approach – this type of hybrid represents the historical penalty structure for St. Helena, which was developed but never implemented

Each penalty structure has a different set of benefits and challenges in terms of implementation, administration, customer communications, and driving change in water use behavior. While some penalty types tend to be simpler to explain to customers, they may not promote as strong of a price signal for conservation compliance. Others may provide a stronger price signal while being more burdensome to administer. Table 3-3 provides a matrix of the benefits and challenges of the penalty types above.

Table 3-3: Benefits and Challenges

Structure	Benefits	Challenges
Violation Based	Simple to communicate, less administrative burden	Penalty not directly related to water use
Tiered Volumetric	Moderates penalties for bills just over allocation	Selection of appropriate exceedance bins
Uniform Volumetric	Simple to understand and to administer	May give a break to egregious users relative to other options
Hybrid	Ensures increasing financial repercussions for repeat offenders	More complicated to administer and to explain

Table 3-4 shows the penalty structure and penalty amounts for each agency in our survey. For additional comparison, a "historical" City penalty structure is included in the survey. The historical penalty structure was proposed but never adopted or implemented. Most penalty structures surveyed are volumetric in nature, with only three agencies having flat, violation-based penalties. There is a clear group of "low" penalties and "high" penalties among the volumetric penalty agencies. The agencies with low volumetric penalties tend to have high water reliability and/or utilize budget-based rate structures (an allocation-based rate). The agencies with high volumetric penalties tend to have low water reliability and high community incomes, on average. The three most like agencies identified in the previous subsection are also the three agencies with the highest penalties in place.

Table 3-4: Penalty Structures and Penalties

Agency	Penalty Structure	Penalties
St. Helena	Volumetric	*Historical* $374 - $1,122 / HCF
Santa Cruz	**Volumetric**	**$25 - $50 / HCF**
Las Virgenes MWD	Volumetric	$2.50 - $5.00 / HCF
East Bay MUD	Volumetric	$2.00 / HCF
Coachella Valley WD	Volumetric	$2.31 - $10.03 / HCF
Montecito WD	**Volumetric**	**$30 - $45 / HCF**
Turlock	Flat	$25 - $50 per violation
Yorba Linda WD	**Volumetric**	**$20 - $160 / HCF**
Ceres	Flat	$25 - $150 per violation
El Toro WD	Volumetric	$2.00 / HCF
Sweetwater Authority	Flat	$100 - $500 per violation

3.2.3. PENALTY DISCUSSION & RECOMMENDED PENALTY STRUCTURE

In comparing Table 3-2 and Table 3-4, we can conclude anecdotally that agencies with high penalties tend to have low supply reliability and/or a high-income customer base. The most comparable agencies with the City, highlighted in both tables, include the City of Santa Cruz, Montecito Water District, and Yorba Linda Water District, all of whom have progressive volumetric penalties. (Their penalties increase as the emergency phase increases, or when an account goes incrementally beyond their allocation, or when accounts that are repeat offenders have an increase in their penalty.) An additional observation is that all volumetric penalties surveyed are much less than the penalties the City proposed at one time but did not implement.

Based on similarities with the City of Santa Cruz, Montecito Water District, and Yorba Linda Water District, Raftelis recommends for the City to implement a Tiered Volumetric penalty structure. This structure conveys a strong (and increasing) price signal, which is required to dissuade water use and to reach high-income customers for whom a modest penalty would not change behavior. As proposed, this approach provides a strong price signal without punishing the average water user who may marginally exceed their allocation initially but can reasonably reduce the allocation in subsequent months.

The structure, as recommended, incrementally increases penalties as an account further exceeds its allocation. Therefore, it will maximize the penalty rate for wasteful and egregious water customers who may require financial persuasion to reduce their water usage.

The first step in developing the recommended Tiered Volumetric penalty structure is to analyze customer water use in different periods of the year to identify logical breakpoints for the penalty tiers. These tier breakpoints are defined as exceedance thresholds below or the point at which the volumetric penalty increases. Raftelis relied upon multi-year summarized Single Family Residential water use, by month, to identify seasonal demand patterns. The results show the average winter use per single-family residential (SFR) account to be approximately 11 hundred cubic feet (HCF) per month and the average summer use per SFR account to be approximately 13 HCF. These values represent the approximate first and second breakpoints of the proposed penalty structure. A two-person SFR household in Summer Phase II is allotted approximately 8.6 HCF (see calculation steps in Table 3-6) per month with approximately two times this amount defined as the third and final penalty tier breakpoint. These exceedance thresholds are shown in Table 3-5.

Table 3-5: Exceedance Threshold Definitions

HCF/Month	Definition
11	Average Winter Use
13	Average Summer Use
17	Approximately 2x Summer Allocation

Table 3-6 shows the calculation steps for defining a Summer allocation for a SFR customer in a two-person household. Allocations are discussed in detail in Section 4. The indoor allocation is 65 gallons per capita per day (gpcd) per person. This example assumes a two-person household or 130 gallons per day (65 gpd * 2 persons = 130 gal). Based upon the US Census 2019 American Community Survey, the average density of a SFR household in St. Helena is 2.25 people.

The outdoor allocation is based on a 2,500-gallon per month limit that the City allows for landscaping in Summer months. This converts to 83 gallons per day (gpd) in a 30 day month (2,500 gal / 30 days = 83 gpd). The summation of these two allocations yields a daily water allocation of 213 gallons or approximately 8.6 HCF per month (213 gpd * 30 days = 6,400 gal / month. 6,400 gal/month / 748 gallons per HCF = 8.6 HCF).

Table 3-6: Summer Allocation Example – SFR, Two-Person Household

Allocation	Gallons per day (gpd)	Gallons/Month	HCF/Month
Indoor	130	3,900	5.21
Outdoor	83	2,500	3.34
Total	**213**	**6,400**	**8.6**

The penalty structure must apply uniformly across all users and user classes. The values in Table 3-5 are translated into percentages exceeding the two-person SFR example in Table 3-6. The approximate percentages corresponding to 11, 13, and 17 HCF are at 25%, 50%, and 100% over the allocation. Table 3-7 shows the different penalty thresholds and exceedance amounts at increasing usage levels. The table shows monthly use and overages in both gallons and HCF. If the recommended penalty structure is adopted and implemented, the City should expect that many bills will fall into the first and second exceedance bins, which correspond to the summer averages of SFR customers in non-shortage.

Table 3-7: Penalty Thresholds

Threshold	% Over Allocation	Use (Gallons/Mo.)	Gallons Over Allocation	Use (HCF/Mo.)	HCF Over Allocation
<25% Over	5%	6,720	*320*	9.0	*0.4*
	10%	7,040	*640*	9.4	*0.9*
	15%	7,360	*960*	9.8	*1.3*
	20%	7,680	*1,280*	10.3	*1.7*
	25%	8,000	*1,600*	10.7	*2.1*
25-50% Over	30%	8,320	*1,920*	11.1	*2.6*
	35%	8,640	*2,240*	11.6	*3.0*
	40%	8,960	*2,560*	12.0	*3.4*
	45%	9,280	*2,880*	12.4	*3.9*
	50%	9,600	*3,200*	12.8	*4.3*
50-100% Over	60%	10,240	*3,840*	13.7	*5.1*
	70%	10,880	*4,480*	14.5	*6.0*
	80%	11,520	*5,120*	15.4	*6.8*
	90%	12,160	*5,760*	16.3	*7.7*
	100%	12,800	*6,400*	17.1	*8.6*
>100% Over	110%	13,440	*7,040*	18.0	*9.4*
	120%	14,080	*7,680*	18.8	*10.3*
	130%	14,720	*8,320*	19.7	*11.1*
	140%	15,360	*8,960*	20.5	*12.0*
	150%	16,000	*9,600*	21.4	*12.8*

Table 3-8 illustrates the thresholds for the two-person SFR household calculated in Table 3-6. For use over the allocation of 6,400 gallons but below 8,000 gallons in a month, the customer would be levied a penalty at the first tier. For use above 8,000 gallons but below 9,600 gallons, the customer would be levied a penalty at the second tier for use in the tier. The tiers are incremental; only the water use within the tier pays the penalty at that level.

Table 3-8: Example SFR Customer Exceedance Thresholds – Summer, Two-Person Household

	Gallons Per Day (gpd)	Gallons Per Month
Summer Allocation	213	6,400
<25% Over	267	8,000
25-50% Over	320	9,600
50-100% Over	427	12,800
>100% Over	>427	>12,800

Based upon evaluation of the penalties imposed by comparative agencies, and after discussions with City staff and the City Council, the proposed penalties are presented in Table 3-9. The first penalty tier is $10/HCF for water use up to 25% over allocation (or approximately 11 HCF for a two-person SFR account). The second penalty tier is $25/HCF for use that is 25-50% above allocation, or between 11-13 HCF for the SFR example. The third penalty

tier $100/HCF for water use 50-100% above allocation. The fourth penalty tier is $250/HCF for all use greater than 100% above an account's allocation.

Table 3-9: Proposed Penalties ($/HCF)

Threshold	Volumetric Penalty
<25% Over	**$10/HCF**
25-50% Over	**$25/HCF**
50-100% Over	**$100/HCF**
>100% Over	**$250/HCF**

Table 3-10 provides the hypothetical penalty for the example two-person SFR account that uses 14 HCF per month in Phase II Summer. The account exceeds their allocation by 4.4 HCF. With the incremental penalty structure in place, the total monthly penalty is $191.44.

Table 3-10: Example SFR Customer Penalty – Phase II Summer at 14 HCF

	Penalty Rate ($/HCF)	Penalty Threshold at 8.6 HCF /Month	HCF in Each Penalty Tier	Penalties ($)
<25% Over	$10	10.7	2.1	$ 21.39
25-50% Over	$25	12.8	2.1	$ 53.48
50-100% Over	$100	17.1	1.2	$ 116.58
>100% Over	$250	>17.1	0	$ -
Total Penalty				**$ 191.44**

Table 3-11 provides a range of penalty impacts for two-person SFR accounts based on water use. The usages shown range from historically low month winter water use (and below the Phase II Summer Allocation) to above peak month summer water use. At 8 HCF of use, no penalty is imposed as the allocation in this example is 8.6 HCF. At 9 HCF, the customer would pay a $4.44 penalty (0.4 HCF (rounded) at a rate of $10/HCF). At 12 HCF, the account enters the second penalty rate for any amount of incremental use in the tier. The same is true at 14 HCF and 18 HCF.

Table 3-11: Example SFR Customer Penalties – Phase II Summer at Varying Use

Threshold	Monthly Use (HCF)	Penalty Rate ($/HCF)	Penalty Amount ($)
<25% over	8	N/A	$0.00
	9	$10	$4.44
	10	$10	$14.44
	11	$10	$29.01
25-50% over	12	$25	$54.01
	13	$25	$91.44
50-100%	14	$100	$191.44
	15	$100	$270.05
	16	$100	$370.05
	17	$100	$470.05
>100% Over	18	$250	$570.05
	19	$250	$670.05
	20	$250	$770.05

4. Allocation Analysis

4.1. Comparative Allocation Approaches

Thresholds for penalties can be defined using a variety of water allocation methods. There is a myriad of approaches to allocating water to customers while in shortage conditions. Methodologies include a water budget framework, uniform allocations, historical use, home size / area / fixture count, or a hybrid method, among others. From our penalty survey of water agencies, we grouped allocation approaches into three broad categories:

- By Class
- Water Budget Based
- Historical Use

Table 4-1 shows the agencies mentioned in Table 3-1 grouped into three categories. In our survey, allocations by class are the most common method for implementing allocations. The three agencies that use Budget Based structures have Budget Based Rate structures and utilize the fact that budget-based rates are de facto allocations, even in non-shortage conditions. Montecito Water District and Sweetwater Authority use formulas based on historical use to allocate water in shortage.

Table 4-1: Allocation Basis

Allocation by Class	Budget Based	Historical Use
St. Helena	Las Virgenes MWD	Montecito WD
City of Santa Cruz	Coachella Valley WD	Sweetwater Authority
East Bay MUD	El Toro WD	
City of Turlock		
Yorba Linda WD		
City of Ceres		

4.2. Assumptions

Because the City allocates water differently in the summer and winter months, Raftelis analyzed Summer and Winter usage patterns under Phase II and Phase III reduction assumptions. Summer months are defined as April – October, and Winter Months are defined as November – March.

Raftelis relied upon monthly FY 2020 water use data by customer class to perform the shortage reduction analysis. That is, to identify the level of water demand reduction called for at each shortage phase and during each season. City customer classifications were grouped into three distinct user types, with each having a different water allocation formula.

- Residential (Single Family Residential or SFR; and Multi-Family Residential or MFR[4])
- Irrigation (Dedicated irrigation accounts which do not have interior/domestic water needs)
- Commercial (All Non-Residential and Non-Irrigation accounts)

[4] MFR includes all non-single family residential such as apartments, condos, and mobile homes

In 2013 the City developed and adopted its current approach to allocating water during shortage. Our evaluation models these existing formulas to determine water allotments, by customer type, in each Phase and season.

4.3. Phase II Summer Reduction

During Phase II restrictions, Residential users are allotted 65 gallons per capita per day (gpcd) for their indoor needs. This amount is consistent throughout the year in a Phase II shortage. Households self-report their occupancy to the City to determine each indoor allotment. Residences that do not respond are assumed to have two people per household, in line with Census data. During the summer months, each residential connection receives an additional 2,500 gallons of water each month for irrigation needs. Irrigation customers are mandated to reduce their usage by 25%[5] , and commercial customers are mandated to reduce their usage by 10%.

During Phase III restrictions, the residential indoor allotment is reduced from 65 gpcd to 60 gpcd, and the outdoor allocation is reduced from 2,500 gallons per month to 1,250 gallons per month. Irrigation customers are mandated to reduce use by 50%. Commercial customers are mandated to reduce use by 20%.

Table 4-2 shows actual water use for summer FY 2020 (no reduction assumption). The City's residential customers make up approximately 90% of water accounts and 60% of use. Dedicated Irrigation service makes up only 2% of water demand, with the remaining 38% from Commercial users.

Table 4-2: Summer Water Demand

Class	Summer Water (Actual Use)	% of Total
Residential	275,132	60%
Irrigation	11,175	2%
Commercial	173,502	38%
Total Summer Usage	**459,809**	**100%**

Having summarized non-shortage demand, Raftelis then estimates potential water use, subject to the allowances for each class, Phase, and season described earlier. Estimating the targeted use subject to allocations allows us to determine the demand reduction across the water system compared to normal conditions. The allocation for Residential indoor water use is shown in Table 4-3. Line 1 "Population" is estimated from census data, and Line 4 "# of days in Summer" is calculated by converting the seven months of summer into days by multiplying by an average of 30.5 days per month (7 months * 30.5 days/month = 213.5 days). The total indoor needs are shown at the bottom of Line 6. While the table estimates the summer period, the same assumptions are used to estimate the Winter season, save for the number of days in the Winter season.

[5] 25% reduction is based on 60% reference evapotranspiration.

Table 4-3: Residential Summer Indoor Allocation

Line	Description	Amounts
(1)	Population St. Helena	6,000
(2)	Water Allocation	65 gpcd
(3)	Allocation Total (1) x (2)	390,000 gpd
(4)	# of Days in Summer	213.5 days
(5)	Summer Gallon Allocation (3) x (4)	83,265,000 gallons
(6)	**Summer HCF (5) / 748**	**111,317 HCF**

Residential customers also receive an allotment of water during the Summer season for irrigation needs. The total amount is calculated in Table 4-4. The estimated number of accounts is multiplied by the irrigation allotment and the number of months in the Summer season to estimate the amount of residential class allocation for irrigation needs.

Table 4-4: Residential Outdoor Allotment

Line	Description	Amounts
(1)	Residential Accounts	2,155 Accounts
(2)	Irrigation Allotment	2,500 gal per month
(3)	Number of Months	7
(4)	**Total Allotment (gal) (1)*(2)*(3)**	**37,708,125 gallons**
(5)	**Total Allotment (HCF) (4) / 748**	**50,412 HCF**

Line 6 from Table 4-3 and Line 5 from Table 4-4 are added together to yield the total amount of water allocated to residential users in Phase II, Summer Season. This value is the targeted water use for the Residential class in Summer. Calculation steps are shown in Table 4-5.

Table 4-5: Total Residential Target Use

Description	Amounts
Indoor Needs	111,317 HCF
Plus Irrigation Allotment	50,412 HCF
Total Residential Target Use	**161,729 HCF**

Table 4-6 shows the estimated required reductions from each class of customers. Under these assumptions, a total system-wide demand reduction of 29% is required across all users in Phase II, Summer. To achieve the overall reduction, Residential is required to reduce by an estimated 41%, Irrigation by 25%, and Commercial by 10%.

Table 4-6: Phase II Target Summer Reduction

Class	Summer Water (Actual Use)	Summer Water (Target Use)	Target % Reduction
Residential	275,132	161,729	-41%
Irrigation	11,175	8,381	-25%
Commercial	173,502	156,152	-10%
Total Summer Usage	**459,809**	**326,262**	**-29%**

4.4. Phase II Winter Reduction

Winter reduction targets are calculated the same as Summer, however, without an allotment for Irrigation. Table 4-7 shows actual winter water use for FY 2020 (no reduction assumption). As in the Summer season, Residential customers make up the majority of Winter water use. Commercial water use is slightly higher in the Winter (41%) than in the Summer (38%).

Table 4-7: Winter Water Demand

Class	Winter[6] Water (Actual Use)	% of Total
Residential	145,102	58%
Irrigation	4,400	2%
Commercial	102,484	41%
Total Winter Usage	**251,986**	**100%**

Raftelis then estimates potential water use, subject to the allowances for the Residential class, shortage phase, and season described earlier. This calculation is shown in Table 4-8 and is the same calculation as for the Summer indoor allocation except for the number of days in the Winter season. Line 1 "Population" is estimated from census data and Line 4 "# of Days in Winter" is calculated by converting the five months of winter into days by multiplying by an average of 30.5 days per month (5 months * 30.5 days/month = 152.5 days). The total indoor needs are shown in Line 6.

Table 4-8: Residential Winter Indoor Allocation

Line	Description	Amounts
(1)	Population St. Helena	6,000
(2)	Water Allocation	65 gpcd
(3)	**Allocation Total (1) x (2)**	**390,000 gpd**
(4)	# of Days in Winter	152.5
(5)	Winter Gallon Allocation (3) x (4)	59,475,000 gallons
(6)	**Winter HCF (5) / 748**	**79,512 HCF**

Table 4-9 shows the estimated required reductions from each class of customers. Under these assumptions, a total system-wide reduction of 31% is required across all water uses in Phase II, Winter. To achieve the overall reduction Residential is required to reduce by an estimated 45%, Irrigation by 25%, and Commercial by 10%.

[6] Winter Months are defined as November – March.

Table 4-9: Phase II Target Winter Reduction

Class	Winter Water (Actual Use)	Winter Water (Target Use)	Target % Reduction
Residential	145,102	79,512	- 45%
Irrigation	4,400	3,300	- 25%
Commercial	102,484	92,236	- 10%
Total Winter Usage	**251,986**	**175,048**	**- 31%**

Table 4-10 summarizes the estimated reductions by class, at each Phase in each season.

Table 4-10: Reduction by Class and Phase Summary

	Phase II		Phase III	
Class	Summer Reduction	Winter Reduction	Summer Reduction	Winter Reduction
Residential	-41%	-45%	-50%	-49%
Irrigation	-25%	-25%	-50%	-50%
Commercial	-10%	-10%	-20%	-20%
Total Usage	**-29%**	**-31%**	**-38%**	**-37%**

4.5. Future Considerations of Water Allocations

Allocations should reflect the demand reductions required across the system, and those system-wide demand reductions should align with projected future available supply. Our understanding is that City staff is currently working to confirm supply availability- relative to non-shortage supply- and required demand reductions. Based on our analysis of targeted demand relative to non-shortage demand, the City is targeting a 29% system-wide demand reduction in Phase II, Summer shortage. The City should confirm whether a 29% system-wide demand reduction is sufficient to weather the Summer season, which is just now beginning.

While a 29% reduction may be appropriate based on projected supply conditions, there are significant differences in the curtailment requested from the City's different user groups. The City should revisit the allocation basis for each user group to ensure equity between them. There is no perfect allocation basis, and equity can be subjective. However, the City will want to evaluate the burden borne by each class during the shortage.

Questions for consideration include:

- Is a 10% reduction of prior Winter water use a sufficient reduction from the City's Commercial users?
- Is it reasonable to expect greater than a 40% decrease in Residential water demand to achieve a 29% reduction in system-wide water demand?
- Should Irrigation water users be requested to reduce demand by significantly greater than the system-wide reduction target?
- Should Commercial (Non-Irrigation, Non-Residential) users be categorized into two or more groups based on water uses?

The City may seek to require additional conservation from Non-Residential/Commercial water customers by potentially differentiating traditional Commercial use and Industrial use. By increasing mandatory reductions from Commercial/Industrial, a larger share of water may be allocated to Residential users, thereby widening the burden of the mandatory reductions. This positively affects Residential customers as a larger Residential allocation means fewer Residential accounts entering penalty. Conversely, an argument could be made that Residential outdoor allocations should be reduced in the Summer period, as this represents discretionary water use. This would reduce the amount of water available to Residential users, freeing up allocation for Commercial users who rely on the water for business operations and as inputs to processes.

Areas to examine refinements and simplifications may include:

- Adopting a default Residential household size for indoor allotments and thereby reducing the burden to staff
- Harmonizing Summertime outdoor irrigation allotments between SFR and MFR and Commercial customers. Currently, the former receives a flat allotment each month where the latter's allotment is determined as a function of irrigated area.
- Commercial allocations based on a fraction of historical use rather than four month Winter average. This may serve Commercial users whose seasonality of water use is not reflected in Winter water.
- Further reducing the indoor allotments to Residential users in Phase II to align with state indoor efficiency standards, currently at 55 gpcd.

Lastly, if not already programmed, the City should ensure customers have an avenue to appeal their allocation as well as any penalties imposed. There should be discretion used in adjusting individual allocations, hearing appeals to penalties imposed, and reviewing connections that may have mixed-use water characteristics and warrant a variance.

TRINCHERO
Family Estates

April 26, 2021

City of St. Helena

1572 Railroad Avenue, St. Helena, CA 94574

Geoff Ellsworth, Paul Dohring

Anna Chouteau, Eric Hall

Lester Hardy, Mark Prestwich

April Mitts, Clayton Church

Regarding: 2021 Water Emergency

Follow-up to April 13, 2021 Council Meeting

Inequitable Water Allocation Calculation and Fine Methods for Essential Operations

Dear COSH Council:

Thank you very much for providing us an opportunity to comment on the 2021 Water Emergency allocation and penalty structure as part of the April 13, 2021 council meeting. We understand that our April 13, 2021 comment letter is now public record of the City of St. Helena (COSH).

We are following up on our proposal that the COSH and the water district work with Sutter Home and other stakeholders to develop a fair and equitable allocation and penalty structure.

We continue to be very concerned that a revised allocation method will not adequately address our essential seasonal operation cleaning requirements and water usage requirements during the harvest months.

The previously discussed allocation methodology and penalty structure, based on winter months, is inequitable and represents a hardship on our business, as it does not take into consideration the essential water needed during winery seasonal and crush operations. Our estimates of potential penalties based on the previously discussed allocation method range from $2.7 to $5.4 million. This arbitrary allocation does not adequately consider previous use patterns or water savings measures already implemented at the winery. As presented in the

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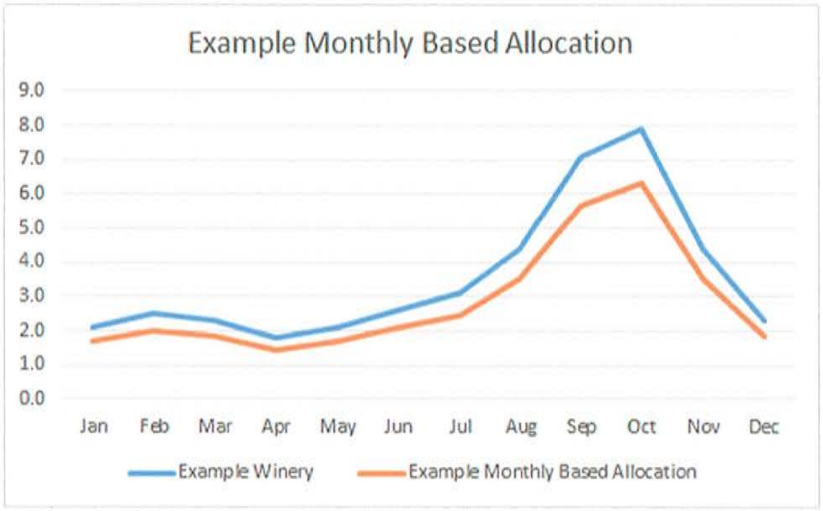
Family Estates

staff report, the penalty structure constitutes an excessive penalty and a de facto tax on our operations.

The figure below illustrates an allocation methodology and targeted reduction that could align with essential business operations of a winery. Each month must have a specific equitable allocation that represents the essential business operations in that month.

We understand that there is discussion regarding a categorical allocation for wineries based on using a monthly 3-year average which would represent a favorable improvement.



May is fast approaching and we remain very concerned and urge COSH to convene a stakeholder group and develop an allocation and penalty methodology that is equitable, operationally sound, and adequately addresses the seasonal essential water needs of wineries and other commercial users.

Sincerely,

Robert Torres

Principal, Vice Chairman & Director

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Report to the City Council
Regular City Council - 27 Apr 2021 - AMENDED 4-23-21

Agenda Section: **NEW BUSINESS**

Subject: **Consideration adoption of an urgency ordinance amending Chapter 13.04 of the Municipal Code to address the criteria for initiating phased water regulations and the conservation measures for commercial, industrial, and institutional users.**

CEQA Determination: **Not a CEQA project**

Prepared By: Ethan Walsh, City Attorney

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

St. Helena Municipal Code (SHMC) provides that any time the City Council finds and determines that a water shortage emergency condition meeting the criteria of Phase I water emergency (SHMC 13.04.230), Phase II water emergency (SHMC 13.04.240), or Phase III water emergency (SHMC 13.04.250), and it is necessary to limit water use, the City Council must adopt a resolution setting forth the applicable phase. One of the criteria for establishing a Phase I water emergency under SHMC 13.04.230 includes when the Director of Public Works determines that the conditions requiring the establishment of a Phase II water emergency appears imminent.

On June 23, 2020, the City Council adopted Resolution 2020-72 establishing Phase I water regulations, and the City Clerk published a notice declaring the establishment of a Phase I water emergency. The notice set forth the limitations of water use applicable to a Phase I water emergency. At the time of the Phase I water emergency, the City had extremely low annual cumulative rainfall (20"), a forecast for a potential multi-year drought, and the Bell Canyon Reservoir was at 60% capacity. Public Works had also implemented changes to conserve Bell Canyon Reservoir water by optimizing Stonebridge Wells and City of Napa water use. In June 2020, the forecast for when a potential Phase II water emergency would be triggered by was November 2020.

On October 13, 2020, the Public Works Director informed the City Council that a Phase II water emergency had been triggered on October 1, 2020. The trigger system utilizes data the water treatment operators submit in a monthly water production report. The September 2020 water report was delayed due to the September 27, 2020 Glass Fire and was not available in time to bring a Phase II water emergency for discussion and consideration to City Council. As of October 13, 2020, Bell Canyon Reservoir was at 399.8' and 39.4% capacity.

City staff has been working on the implementation of the Phase II regulations, as was discussed in detail during the public hearing that commenced during the April 13, 2021 City Council meeting to consider approval of a penalty structure for violations of the City's Phase II and Phase III water regulations. That public hearing was continued to the April 27, 2021 Council meeting for further consideration.

During the public hearing, Council members expressed concern that the Phase II and Phase III water allocations for commercial, industrial, and institutional users imposed a disproportionate burden on wineries, due to the seasonal nature of their water use. The allocations for this category of users in Phase II and Phase III are based on the average water use during the four winter months of the last non-shortage year. Wineries utilize significantly more water in the summer/early fall, and their water use drops dramatically during the winter months. Using only the winter months to determine their water allocation would result in wineries being subject to a significantly larger reduction over their normal water use, as compared to other users. While staff noted that the process of granting exceptions could be used to address this concern, the Council indicated that they preferred to have an allocation for this category of users that could be consistently applied. Council member Hardy volunteered to work on amendments to the Municipal Code that would allow for a more consistent application, and the Council concurred with this approach.

DISCUSSION

Councilmember Hardy provided proposed language to the City Attorney's office, which has been incorporated into the proposed urgency ordinance, with some minor clarifying changes from the attorney's office. The proposed language would alter the baseline for determining the water allocation for commercial, industrial, and institutional users during Phase II and Phase III from the average water use over the four winter months of the preceding non-shortage year, to the average water use from the same billing period for the three preceding nonshortage years. For purposes of this determination, the preceding three nonshortage years would be 2017, 2018 and 2019. In other words, the Phase II allocation for a commercial user in June would be 10% less than that user's average water use during the June billing periods in 2017, 2018 and 2019, the three preceding nonshortage years. This baseline for determining allocations for commercial, industrial, and institutional users would also apply in Phase III.

Councilmember Hardy also suggests changing the basis for which a Phase I, Phase II, or Phase III water emergency is determined from whether the City has sufficient volume

of water to meet its needs through November 1st, to whether the City has sufficient volume to meet its needs through May 1st, after making reasonable assumptions regarding rainfall during the rainy season based on recent data. Councilmember Hardy's concern is that the current structure assumes that if the City has sufficient water through November, that its water supply will be sufficiently replenished during the rainy season, which has not been the case in recent years. Councilmember Hardy is proposing a change to the standard to project available water through the end of the rainy season so that the City can take into account potentially low rainfall during the rainy season, and less than full replenishment of the City's water supply.

This ordinance is an urgency ordinance which will take effect immediately to protect the public health, safety, and welfare based on the findings and recitals set forth in the ordinance. It must pass by a 4/5 vote of the Council.

FISCAL IMPACT

The proposed ordinance would have an impact on the amount of penalties that could be levied if the proposed volumetric penalties are adopted, since the basis for the allocation will be altered, and as noted above, the penalties levied against commercial, industrial, and institutional users, in particular, wineries, would be significantly higher if the current allocation were used. However, City staff already anticipated that wineries would be subject to an exception that would allow for a reduction in the amount of penalties that would actually be collected, if the proposed penalty structure is adopted.

RECOMMENDED ACTION

Adopt Ordinance No. _____

ATTACHMENTS

ST. HELENA - Urgency Ordinance re Allocations during Water Emergencies-FINAL-c1-c1

ORDINANCE NO. ___

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING CHAPTER 13.04 OF THE ST. HELENA MUNICIPAL CODE TO ADDRESS THE CRITERIA FOR INITIATING PHASED WATER REGULATIONS AND THE CONSERVATION MEASURES FOR COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL USERS

WHEREAS, the City of St. Helena has limited water resources and has adopted both required and encouraged water conservation measures to preserve and help to ensure the sustainability of its water resources; and

WHEREAS, to further preserve its water resources during periods of water shortage, the City has adopted criteria for establishing Phase I, Phase II, and Phase III water emergencies, with increasingly stringent water conservation measures for each phase of a water emergency; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution 2020-72 declaring a Phase I water emergency and initiating the implementation of associated regulations. At the time of the declaration of a Phase I water emergency, the City had extremely low annual cumulative rainfall (20”), a forecast for a potential multi-year drought, and the Bell Canyon Reservoir was at 60% capacity; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 2020-107 determining that conditions requiring the establishment of a Phase II water emergency. At the time the City Council determined that a Phase II water emergency exists, the Bell Canyon Reservoir was at 39.4% capacity; and

WHEREAS, following establishment of the Phase II water emergency, City staff commenced with the process of implementing the mandatory conservation measures established for Phase II emergencies, including establishing allocations of water for all user types in accordance with Municipal Code Section 13.04.240(C); and

WHEREAS, the allocation for commercial, industrial, and institutional users during Phase II is established at ten percent less than the average use during the four winter months of the preceding non-shortage year and the allocation during Phase III is established at twenty percent less than the average use during the four winter months of the preceding non-shortage year; and

WHEREAS, in order to ensure compliance with the limited allocations, the City desires to enact volumetric penalties for users that exceed the limits set forth in the Municipal Code, however, in reviewing the impacts of the penalties, City staff concluded that the allocation for commercial, industrial, and institutional users has a disproportionate impact on these users and, in particular, on wineries due to the seasonal nature of winemaking, with wineries’ water use being more intensive in the summer months, and decreased significantly during the winter months. As a result, the four winter months used to set the allocation for commercial, industrial, and institutional

users is not representative of their overall annual water use, causing them to be subject to a more significant reduction in water use than other users; and

WHEREAS, the City is facing a severe water shortage, and must implement the Phase II Regulations as soon as possible to preserve its water supply. The City further believes that volumetric penalties to ensure compliance with the allocations are necessary to preserve the City's water supply, but desires that the allocations and penalties be imposed in an equitable and proportionate manner to users in the same categories; and

WHEREAS, pursuant to Government Code section 36937, the City may adopt an urgency ordinance if it is for the immediate preservation of the public peace, health, or safety; and

WHEREAS, the City Council desires to amend Chapter 13.04 to allow for a more equitable and proportionate allocation of water for commercial, industrial, and institutional users, so that the City can proceed with implementing the Phase II Regulations in an equitable manner; and

WHEREAS, it is necessary to enact these amendments to preserve the public health, safety, and welfare so that the City can implement the Phase II Regulations in an equitable manner and enforce the City's Phase II Regulations without delay, as any further delay in implementation of the Phase II Regulations could jeopardize the City's water supply during this period of sever water shortage; and

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

Section 1. Findings and Need for Ordinance.

The City Council of the City of St. Helena hereby finds and declares that this Urgency Ordinance is necessary to help preserve the City's water supply and to protect the health, safety, and welfare of the public as it is essential to implement the Phase II Regulations as soon as possible to preserve the City's water supply during this period of extreme water shortage, but also to do so in an equitable and proportionate manner to water user in the same use categories.

The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Amendment to St. Helena Municipal Code Section 13.04.230(A)(3).

Paragraph (3) of subsection (A) of Section 13.04.230 of the St. Helena Municipal Code is hereby amended to read as follows:

"3. The volume of water anticipated to be available prior to the next May ~~November~~ 1st, as determined by the director of public works based on a reasonable projection of the rainfall for the next rainy season, is not sufficient to meet projected demand through May ~~November~~ 1st without demand reduction measures being implemented; or"

Section 3. Amendment to St. Helena Municipal Code Section 13.04.240(A)(1).

Paragraph (1) of subsection (A) of Section 13.04.240 of the St. Helena Municipal Code is hereby amended to read as follows:

"1. The volume of water anticipated to be available prior to the next May ~~November~~ 1st from all potable water sources, as determined by the director of public works based on a reasonable projection of the rainfall for the next rainy season is not sufficient to meet the projected demands through May ~~November~~ 1st without demand reduction measures beyond the Phase I reductions being implemented; or"

Section 4. Amendment to St. Helena Municipal Code Section 13.04.240(C)(1).

Paragraph (1) of subsection (C) of Section 13.04.240 of the St. Helena Municipal Code is hereby amended to read as follows:

"1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be ten percent (10%) less than the average use during the ~~four winter months of~~ same billing period from the three preceding nonshortage years; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than sixty (60) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. Commercial, industrial, and institutional customers with irrigation and domestic use provided by the same water meter may receive an additional landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November. Landscape allocations are provided for established nonturf plants only."

Section 5. Amendment to St. Helena Municipal Code Section 13.04.250(A)(1).

Paragraph (1) of subsection (A) of Section 13.04.250 of the St. Helena Municipal Code is hereby amended to read as follows:

"1. The volume of water anticipated to be available prior to the next May ~~November~~ 1st from all potable water sources, as determined by the director of public

works based on a reasonable projection of the rainfall for the next rainy season, is not sufficient to meet the projected demands through May ~~November~~ 1st without demand reduction measures beyond the Phase II reductions being implemented."

Section 6. Amendment to St. Helena Municipal Code Section 13.04.250(C)(1).

Paragraph (1) of subsection (C) of Section 13.04.250 of the St. Helena Municipal Code is hereby amended to read as follows:

"1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be twenty percent (20%) less than the average use during the same billing period ~~four winter months of~~ from the three preceding nonshortage years; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than fifty (50) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established nonturf plants only."

Section 7. Urgency Finding.

The City hereby finds, determines, and declares that this Urgency Ordinance is necessary to help preserve the City's water supply and to protect the health, safety, and welfare of the public as it is essential to implement the Phase II Regulations as soon as possible to preserve the City's water supply during this period of extreme water shortage, but also to do so in an equitable and proportionate manner to water user in the same use categories.

Therefore, the City further finds, determines, and declares that this Ordinance takes effect immediately upon adoption by a four-fifths vote of the City Council under the authority conferred upon it by California Government Code section 36937.

Section 8. City Clerk.

The City Clerk is hereby directed to certify as to the adoption of this Ordinance and cause it to be published in a newspaper of general circulation within 15 days of adoption and post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

Section 9. Severability.

If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, all other provisions and applications of the Ordinance that can be given effect without the invalid provision or application must be given effect, and to this

extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

THE FOREGOING ORDINANCE was adopted as an urgency ordinance by a four-fifths vote at a regular meeting of the St. Helena City Council on the 27th day of April, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Hardy: _____
Councilmember Chouteau: _____
Councilmember Hall: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

_____
Cindy Tzafopoulos, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Urgency Ordinance was approved by a four-fifths vote at a regular meeting of the City Council on the 27th day of April, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Hardy: _____
Councilmember Chouteau: _____
Councilmember Hall: _____

From: TOM BELT
To: Kamille Garcia
Subject: Fwd: [External] Public Comment for Item 12.1 4/27/21 City Council Meeting
Date: Tuesday, April 27, 2021 3:50:42 PM

Kami,
I also sent this message to Cindy. Could you please make sure my comments are added to the staff notes under item 12.1 during tonight's city council meeting.
Thank you,
Tom Belt

---------- Original Message ----------
From: TOM BELT <tmbelt@comcast.net>
To: "ctzafopoulos@cityofsthelena.org" <ctzafopoulos@cityofsthelena.org>
Date: 04/27/2021 3:45 PM
Subject: Public Comment for Item 12.1 4/27/21 City Council Meeting
Dear City Counsel Members,
Even though I have every expectation my comments will fall upon deaf ears in city council, I would like to express my objections to Councilman Hardy's revised recommendations to Chapter 13.04 of St. Helena's municipal code as an urgency ordinance.
St. Helena's water customers are currently facing the most challenging water shortage event they have faced in the last 40 years. The city's current water restriction ordinance requires residential water customers to restrict their use by 30 percent. Under Councilman Hardy's recommendations, he is proposing commercial water customers limit their water use by 10 percent using comparative monthly billing periods from their average use during the past three consecutive non-water shortage years. In my opinion, and I'm sure in the opinion of many other St. Helena residents, by approving Councilman Hardy's recommendations, city counsel will be clearly demonstrating its bias for commercial water customers over residential customers. Especially because it has been documented in the city's previous utility rate study that residential and commercial water customers each use 50 percent of St. Helena's water supply.
Why should the greatest burden to conserve water be placed upon the residents in St. Helena when it would be more equitable to require commercial water customers to use 30 percent less from their average billing period's use during the past three consecutive non shortage water years?
Both industrial non-water agreement and water agreement customers use demographically the greatest percentage of St. Helena's water. One of the conditions in most St. Helena's water agreements reads: "While water is furnished to _____Vineyards pursuant to this agreement, _____ Vineyards shall be bound by and subject to all lawful resolutions, rules, regulations, directives, ordinances and orders of the city pertaining to water service as may be enacted from time to time for all other applicable users of city water, including, without limitation, provisions

relating to rate charges and water shortage emergencies". There is a huge difference between 10 and 30 percent.
I know I speak for many St. Helena residential water customers who do not want the industrial water customers to be shown favoritism over the rest of us. Especially considering so many industrial water customers have water wells enabling them with an advantage most residents do not have.
Inasmuch as the city is requiring residential water customers to reduce their use by 30%, I would think all St. Helena's water customers should be held to the same restrictions.
Respectfully,
Tom Belt