



**City of St. Helena
Regular City Council Meeting
Tuesday, August 10, 2021 @ 6:00 PM
Published: Friday, August 6, 2021 4:21 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@cityofstheleena.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/88634264200>

Or One tap mobile :

US: +16699006833,,88634264200# or +12532158782,,88634264200#

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: 886 3426 4200

International numbers available: <https://us02web.zoom.us/j/88634264200>

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Ciudad de Santa Helena Reunión Especial del Ayuntamiento 10 de agosto 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](mailto: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 día siguiente.

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 PARTICIPACIÓN PÚBLICA. 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.

Habrà traducción en español durante la junta

Haga clic en el enlace a continuación para participar en la reunión:

<https://us02web.zoom.us/j/88634264200>

O por iPhone one-tap:

US: +16699006833,,88634264200# or +12532158782,,88634264200#

O por Teléfono: Marque(para mejor calidad, marque número basado en su ubicación actual):

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: 886 3426 4200

International numbers available: <https://us02web.zoom.us/j/88634264200>

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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

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.

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. None

8. STAFF BRIEFING

8.1. COVID 19 City Manager Update

8.2. Wastewater Plant Update by Mark Rincon-Ibarra, Public Works Director and City Engineer

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 Special Meeting Minutes of July 13, 2021 and Regular Meeting Minutes of July 27, 2021.

13 - 26

Prepared By: Cindy Tzafoopoulos, City Clerk

Recommendation:

Adopt

[07-13-21 Special City Council - Minutes](#)

[07-27-21 Regular City Council - Minutes](#)

9.2. Consideration and approval of a Resolution Authorizing the Parks and Recreation Commission Chairperson to serve an additional year as Chairperson.

27 - 42

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

It is recommended the City Council make an exception to the St. Helena Protocol for Committees, Commissions and Boards, which states "No

member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council," and approve a resolution authorizing Matthew Demchuk to serve as the Parks and Recreation Commission Chairperson for an additional year, ending June 2022.

[PRC Chairperson additional year staff report - Pdf](#)

- 9.3. Consideration and proposed approval of a resolution (1) approving the Professional Services Agreement with Cardno, Inc. in an amount not-to-exceed \$43,393 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; (2) and approving the Professional Services Agreement with Cardno, Inc. in an amount not-to-exceed \$41,362 for the assessment, removal, and disposal of ash and debris in 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 43 - 123

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.

[Staff Report - Pdf](#)

10. PUBLIC HEARINGS

- 10.1. None

11. OLD BUSINESS

- 11.1. Discussion and Direction Regarding Analysis of Select Non-Residential Water Customer Categories (Churches/ Cemeteries, City, Schools) 125 - 127

CEQA Determination: Exempt

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Provide direction to the City Manager.

[Staff Report - Pdf](#)

[Water Conservation Comparison\\_Corrected](#)

12. NEW BUSINESS

- 12.1. Review and Forecasting of City Water Supply Availability 129 - 132

CEQA Determination: Exempt

Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Recommendation:

Provide direction to the City Manager.

[Staff Report - Pdf](#)

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

13.1.

|                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b><u>August City Council Meetings:</u></b>                                                                                                                                                                                                                                                                                                                                                                             |  |
| <b>8/24 (Staff reports due 8/6)</b>                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>STAFF BRIEFING:</b>                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 8/24 Dr. Karen Relucio, Deputy Director of HHSA - Public Health Officer presentation                                                                                                                                                                                                                                                                                                                                    |  |
| <b>CONSENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 8/24 Scout Hall agreement                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 8/24 Consideration and Proposed Approval of a Resolution Authorizing an Agreement with Sutter Home Winery, Inc. for Alternative Measurement of Wastewater Discharge                                                                                                                                                                                                                                                     |  |
| <b>PH or OLD / NEW BUSINESS:</b>                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 8/24 LOCC voting delegate and resolutions                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b><u>September City Council Meetings:</u></b>                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>9/14 (Staff reports due 8/20)</b>                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>9/28 (Staff reports due 9/10)</b>                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>Presentation</b>                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 9/14 Proposed Hunter Subdivision Project Applicant presentation                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>STAFF BRIEFING:</b>                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <b>CONSENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 9/14 Award of contract for Public Opinion research                                                                                                                                                                                                                                                                                                                                                                      |  |
| 9/14 4th Qtr Update                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 9/14 Grant Update                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>PH or OLD / NEW BUSINESS:</b>                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 9/14 PH Consideration and approval of a Resolution of the City Council of the City of St. Helena setting a Public Hearing for 6:00 p.m., Tuesday, September 14, 2021 to Consider Objections to the Proposed Annexation of Territory, known as 1386 Community Drive, St. Helena, CA. 94574 (APN 009-432-025), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 140.                                |  |
| 9/14 PH Consideration and approval of a Resolution of the City Council of the City of St. Helena setting a Public Hearing for 6:00 p.m., Tuesday, September 14, 2021, to Consider Objections to the Proposed Annexation of Territory, known as 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 141. |  |
| 9/28 OB Review and Proposed Adoption of the City of St. Helena City Council Three Year Goals 2021-22 Workplan                                                                                                                                                                                                                                                                                                           |  |
| 9/14 Rosebud Lane agreement                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 9/14 Review of FY 21/22 general fund revenue forecast                                                                                                                                                                                                                                                                                                                                                                   |  |
| 9/14 CalPERS performance review                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 9/14 Budget update and review of add back list                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b><u>October City Council Meetings:</u></b>                                                                                                                                                                                                                                                                                                                                                                            |  |
| <b>10/12 (Staff reports due 9/24)</b>                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>10/25 (Staff reports due 10/8)</b>                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>Presentation</b>                                                                                                                                                                                                                                                                                                                                                                                                     |  |

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 24, 2021, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on August 6, 2021.



Cindy Tzaopoulos, City Clerk

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

**CHALLENGING DECISIONS OF CITY ENTITIES**

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

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

**SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

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

**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](https://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](mailto: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](mailto: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 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.

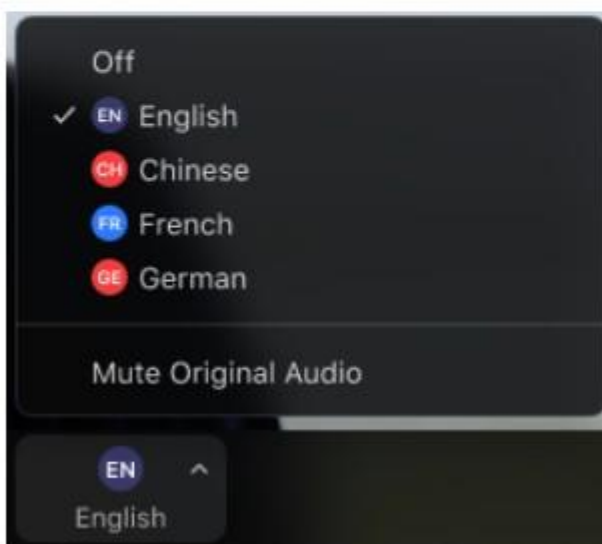
Cómo escuchar la interpretación de un idioma



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



2. Haga clic en el idioma que desee escuchar.



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



1. En los controles de la reunión, toque ... Más.



2. Toque **Interpretación de idiomas**.
3. Toque el idioma que desee escuchar.



4. (Opcional) Toque el botón de alternancia **Silenciar audio original**.



5. Haga clic en **Finalizado**.

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 artículo 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 permiso.

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 la mano.

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.

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, July 13, 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: None

1. CALL TO ORDER

2. ROLL CALL

Council Member Chouteau recused herself from the meeting due to a financial interest in Hall Winery and left the virtual meeting.

Council Member Hall recused himself from the meeting due to a financial interest in Pestoni Winery and left the virtual meeting.

3. ADOPTION OF THE AGENDA

Vice Mayor Paul Dohring moved to adopt the agenda as presented. 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, and Council Member Lester Hardy

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: Council Member Anna Chouteau and Council Member Eric Hall

4. PUBLIC COMMENT:

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.

5. NEW BUSINESS:

5.1 Presentation of June 2021 Water Meter Reads and Penalty Overview;

Special City Council
July 13, 2021

Discussion and Direction Regarding City Council Water Ad Hoc Committee
Phase II Water Emergency Usage Penalties Recommendation (Staff report
forthcoming Staff report provided 7-12-21)

CEQA Determination: Not a "project" as defined by State CEQA Guidelines
Section 15378(a); Further, even if deemed a "project", otherwise exempt from
CEQA under the common sense exemption set forth in Section 15061(b)(3).

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Consider Water Ad Hoc Committee recommendation to (1) suspend 75% of
June 2021 water penalties and 50% of July 2021 water penalties with an
opportunity for all customers with water penalties to receive a full
waiver/reimbursement of any June and July 2021 penalties if their August
2021, September 2021, October 2021, and November 2021 water usage
meets applicable conservation requirements in each of the designated months
and (2) designate that the Water Advisory Board can hear/make a
determination for reduction of penalties for those customers who received a
penalty as a result of a water leak.

Mark Prestwich, City Manager and April Mitts, Administrative Services Director
reported on this item.

Tom Belt and Nancy Dervin addressed the City Council.

Council Member Lester Hardy moved adopt staff recommendation. 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, and Council Member
Lester Hardy

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: Council Member Anna Chouteau and Council Member Eric Hall

Vice Mayor Dohring requested the motion be amended to include:

1. Investigate how to reward customers that have been diligent about water conservation.
2. Consider adjusting the allotments for non-residential customers to make the rations more equitable across customer bases.
3. Ensure that the Water Advisory Board uses objective criteria in determining leak adjustments.

Council Member Hardy agreed to Vice Mayor Dohring's additions.

Special City Council
July 13, 2021

Council Member Lester Hardy moved to approve staff's recommendation with the addition of:

1. Investigate how to reward customers that have been diligent about water conservation.
2. Consider adjusting the allotments for non-residential customers to make the rations more equitable across customer bases.
3. Ensure that the Water Advisory Board uses objective criteria in determining leak adjustments. 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, and Council Member Lester Hardy

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: Council Member Anna Chouteau and Council Member Eric Hall

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 10:40 a.m.

The special meeting minutes of July 13, 2021 were adopted at the August 10, 2021 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, July 27, 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**

4.1 Adoption of the agenda

City Clerk Cindy Tzafopoulos noted that consent item 9.1 will only be considering the approval of the Regular City Council meeting minutes of June 22, 2021 and item 9.4 is being pulled. Item 12.2 will be heard after the adoption of the consent calendar.

Council Member Lester Hardy moved to approve the agenda with the presented amendments. 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:

Mark Smithers and Sandi Thompson addressed the City Council.

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

Regular City Council
July 27, 2021

1234 REPORTS:

Reports were made by staff and the City Council.

City Attorney Ethan Walsh noted that the Closed Session special City Council Meeting held on July 13, 2021, regarding the existing litigation of Hall, and Vineland LLC, had no reportable action.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 Zonehaven Presentation by Cullen Dodd, Napa County Sheriff's Office Undersheriff and Leah Greenbaum, County of Napa Emergency Services Officer

Cullen Dodd, Napa County Sheriff's Office and Leah Greenbaum, County of Napa Emergency Services Officer reported on the item.

8. STAFF BRIEFING

- 8.1 None

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 June 22, 2021 and ~~Special Meeting Minutes of July 13, 2021 (Minutes forthcoming)~~
Prepared By: Cindy Tzaopoulos, City Clerk
Recommendation:
Adopt

Item 9.1 will only be considering the approval of the Regular City Council meeting minutes of June 22, 2021.

- 9.2 Consideration and adoption of a Resolution: (1) Awarding the Year 2 Pavement Restoration Project, Capital Improvement Project R19-79 to Argonaut Constructors in the amount of \$804,825.75; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

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

Prepared By: Edrees Argand, Assistant Engineer

Recommendation:

Adopt a Resolution awarding the Year 2 Pavement Restoration Project, Capital

Regular City Council
July 27, 2021

Improvement Project R19-79 to Argonaut Constructors in the amount of \$804,825.75; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

- 9.3 Consideration and proposed approval of a resolution authorizing the St. Helena High School annual homecoming parade on Main Street and authorizing City staff to provide traffic control before, during, and after the parade.

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Chantel Delay, Administrative Assistant

Recommendation:

Staff recommends the City Council adopt the resolution authorizing the St. Helena High School annual homecoming parade on Main Street authorizing City staff to provide traffic control before, during, and after the parade during regular business hours.

Item 9.4 was pulled from the consent calendar.

- 9.4 Consideration and approval of a Resolution of the City Council of the City of St. Helena setting a Public Hearing for 6:00 p.m., Tuesday, September 14, 2021 to Consider Objections to the Proposed Annexation of Territory, known as 1386 Community Drive, St. Helena, CA. 94574 (APN 009-432-025), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 140.

CEQA Determination: Not a CEQA project

Prepared By: Chantel Delay, Administrative Assistant

Recommendation:

It is recommended the City Council adopt a Resolution setting a Public Hearing for 6:00 p.m. on Tuesday, September 14, 2021, to consider objections to the proposed Annexation of Territory, known as 1386 Community Drive, St. Helena, CA. 94574 (APN 009-432-025), into the St Helena Municipal Sewer District No. 1, MSD Annexation No. 140.

Council Member Chouteau recused herself from item 9.4 due to financial interest of owning property within five hundred feet of this project and left the Zoom meeting.

Council Member Lester Hardy moved to adopt the Resolution setting a Public Hearing for 6:00pm on Tuesday, September 14, 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 Lester Hardy, and Council Member Eric Hall

Regular City Council
July 27, 2021

NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: Council Member Anna Chouteau

- 9.5 Consideration and approval of a Resolution of the City Council of the City of St. Helena setting a Public Hearing for 6:00 p.m., Tuesday, September 14, 2021, to Consider Objections to the Proposed Annexation of Territory, known as 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 141.

CEQA Determination: Not a CEQA project
Prepared By: Chantel Delay, Administrative Assistant
Recommendation:

It is recommended the City Council adopt a Resolution setting a Public Hearing for 6:00 p.m. on Tuesday, September 14, 2021, to consider objections to the proposed Annexation of Territory, known as 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, AND 009-070-054), into the St Helena Municipal Sewer District No. 1, MSD Annexation No. 141.

Item 9.6 was pulled from consent.

Council Member Chouteau recused herself from item 9.6 due to financial interest of her husband's job at a winery and left the Zoom meeting.

- 9.6 Consideration of a resolution approving a penalty forgiveness program related to June and July 2021 water usage penalties

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:

Approve a Resolution (1) suspending 75% of June 2021 water penalties and 50% of July 2021 water penalties with an opportunity for all customers with water penalties to receive a full waiver/reimbursement of any June and July 2021 penalties if their August 2021, September 2021, October 2021, and November 2021 water usage meets applicable conservation requirements in each of the designated months; (2) if a customer does not keep water usage below targets in August, September, October and November 2021, then any suspended amount would become payable to the City; and (3) suspended water penalties will be applied to customer accounts immediately following the month in which the target was not met.

Vice Mayor Dohring would like the Resolution to be updated to include the following language discussed during the direction City Council gave to staff at the Regular City Council Meeting of July 13, 2021.

1. Investigate how to reward customers that have been diligent about water

Regular City Council
July 27, 2021

conservation.

2. Consider adjusting the allotments for non-residential customers to make the rations more equitable across customer bases.
3. Ensure that the Water Advisory Board uses objective criteria in determining leak adjustments.

No public comment was received.

Vice Mayor Paul Dohring moved to approve the recommended action with the following amendments to the resolution:

1. Investigate how to reward customers that have been diligent about water conservation.
2. Consider adjusting the allotments for non-residential customers to make the rations more equitable across customer bases.
3. Ensure that the Water Advisory Board uses objective criteria in determining leak adjustments.

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 Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: Council Member Anna Chouteau

Council Member Anna Chouteau moved to approve Consent item 9.1 as amended, items 9.2 through 9.3 and item 9.5. 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

Items 9.4 and 9.6 were heard after the adoption of the consent calendar. Council Member Chouteau recused herself from items 9.4 and 9.6 and left the zoom meeting. Council Member Chouteau was recused from item 9.4 because her residential property is close enough to the property that the HOA would fall within 500 feet. She recused herself from item 9.6 because her husband works at Hall Winery, therefore she has a financial interest.

10. PUBLIC HEARINGS

Regular City Council
July 27, 2021

- 10.1 Request by John Palmer (property owner) for adoption of a resolution granting Tentative Parcel Map approval to accommodate the subdivision of an existing 2.23-acre parcel into two (2) separate legal parcels, located at 1780 Dean York Lane in the Low Density Residential One Acre Minimum (LR-1A) zoning district.

CEQA Determination: Exempt

Prepared By: Chantal Power

Recommendation:

Staff recommends that the City Council:

1. Determine that the project is exempt from CEQA pursuant to Section 15315 (Minor Land Divisions); and,
2. Accept the required findings and approve a resolution granting tentative parcel map approval for the proposed subdivision of an existing 2.23 acre lot located at 1780 Dean York Lane.

Item 10.1 was heard after item 12.2.

Contract Planner Chantal Power presented on the item.

Jon Webb addressed the City Council for public comment.

Vice Mayor Paul Dohring moved to approve the staff recommendation to determine that the project is exempt from CEQA and accepting the required findings and approving the Resolution. 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

11. OLD BUSINESS

- 11.1 Review of 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 "project" as defined by State CEQA Guidelines Section 15378(a); Further, even if deemed a "project", otherwise exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3).

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Discuss and provide direction to the City Manager.

Regular City Council
July 27, 2021

Council Member Chouteau recused herself from item 11.1 and left the Zoom meeting.

City Manager Mark Prestwich presented on the item.

It was the consensus of the City Council to:

1. Evaluate and ensure correct conservation billing methodology is being applied to 40 irrigation accounts.
2. Come back with urgency ordinance to address no trucking of water within the City.
3. Non-residential customers with outdoor irrigation to present options on conservation (for example churches, City, schools and cemeteries) to consider possible adjustments to conserve.

City Manager Prestwich indicated staff will begin presenting monthly water usage and forecasting data as an informational report during City Council meetings.

Council Member Hardy called for a 10-minute break at 8:32pm. Council Member Chouteau rejoined the Zoom meeting during the break. The meeting resumed at 8:42pm.

12. NEW BUSINESS

Council Member Anna Chouteau moved to extend the City Council Meeting to 9:15pm. The motion was seconded by Council Member Lester Hardy 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: Vice Mayor Paul Dohring

ABSENT: None

ABSTAIN: None

RECUSE: None

12.1 Discussion and Direction Regarding Draft City of St. Helena Water Security Framework

CEQA Determination: Not a "project" as defined in Section 15378(a) subject to CEQA; further, even if deemed a "project" subject to CEQA, exempt from CEQA under the common sense exemption set forth in Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By: Mark T. Prestwich, City Manager

Regular City Council
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Recommendation:

Review and provide direction to the City Manager.

City Manager Mark Prestwich presented on the item.

Mark Smithers and Nancy Dervin addressed the City Council for public comment.

It was the consensus of the City Council to update the City of St. Helena Water Security Framework to designate an urgent category.

- 12.2 Consideration and proposed approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Parks and Recreation Commission and the Active Transportation Advisory Committee to the Napa Valley Transportation Authority

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Staff recommends adopting a resolution appointing applicants to Active Transportation & Sustainability Committee, Parks and Recreation Commission and the Active Transportation Advisory Committee to the Napa Valley Transportation Authority

Item 12.2 was heard after the consent calendar.

Council Member Chouteau rejoined the Zoom meeting.

City Clerk Cindy Tzafopoulos presented on the item.

No public comment was received.

Vice Mayor Dohring noted that when applicants are considered to serve on a different board then in which they originally applied, he would like to see an updated questionnaire for the new board in which they are applying to serve on.

Council Member Anna Chouteau moved to adopt the Resolution appointing Katherine MacDonnell to the Active Transportation and Sustainability Committee; Christopher Warner to the Parks and Recreation Commission; and Lee Philipson to the Active Transportation Advisory Committee to the Napa Valley Transportation Authority. 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

Regular City Council
July 27, 2021

NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

13.1	<u>August City Council Meetings:</u> 8/10 (Staff reports due 7/23) 8/24 (Staff reports due 8/6)
	<i>CONSENT:</i>
	8/10 Consideration and Proposed Approval of a Resolution Authorizing an Agreement with Sutter Home Winery, Inc. for Alternative Measurement of Wastewater Discharge
	<u>September City Council Meetings:</u> 9/14 (Staff reports due 8/20) 9/28 (Staff reports due 9/10)
	<i>STAFF BRIEFING:</i>
	September - Update on Waste Water Treatment Plant Upgrade Project (report every other month)
	<i>PH or OLD / NEW BUSINESS:</i>
	9/14 PH Consideration and approval of a Resolution of the City Council of the City of St. Helena setting a Public Hearing for 6:00 p.m., Tuesday, September 14, 2021 to Consider Objections to the Proposed Annexation of Territory, known as 1386 Community Drive, St. Helena, CA. 94574 (APN 009-432-025), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 140.
	9/14 PH Consideration and approval of a Resolution of the City Council of the City of St. Helena setting a Public Hearing for 6:00 p.m., Tuesday, September 14, 2021, to Consider Objections to the Proposed Annexation of Territory, known as 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 141.
	9/28 OB Review and Proposed Adoption of the City of St. Helena City Council Three Year Goals 2021-22 Workplan
	9/14 Rosebud Lane agreement
	9/14 Budget update and review of add back list
	<u>October City Council Meetings:</u> 10/12 (Staff reports due 9/24) 10/25 (Staff reports due 10/8)
	<i>Presentation</i>
	October – Sexual Violence Awareness Proclamation

14. ADJOURNMENT

Regular City Council
July 27, 2021

Mayor Ellsworth adjourned the meeting at 9:19 p.m.

The regular meeting minutes of July 27, 2021 were adopted at the August 10, 2021 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 10 Aug 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and approval of a Resolution Authorizing the Parks and Recreation Commission Chairperson to serve an additional year as Chairperson.

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Per City of St Helena Protocol for Committees, Commissions and Boards (Exhibit A, approved by City Council Resolution 2014-45), "Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council." On August 31, 2020, the Parks and Recreation Commission nominated and elected Matthew Demchuk to be the Commission chair for another year, which exceeds the two consecutive years stipulation set forth by the adopted protocol. There were no other nominations and the votes for Demchuk were unanimous.

DISCUSSION

Matthew Demchuk has served on the Parks and Recreation Commission since 2015, and has served in the role of Chairperson for five years. It is recommended the City Council make an exception to the protocol which states, "No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council."

FISCAL IMPACT

None.

RECOMMENDED ACTION

It is recommended the City Council make an exception to the St. Helena Protocol for Committees, Commissions and Boards, which states "No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council," and approve a resolution authorizing Matthew Demchuk to serve as the Parks and Recreation Commission Chairperson for an additional year, ending June 2022.

ATTACHMENTS

[Exhibit A 2014-45 Approving the City of St. Helena Protocol for Committee, Commissions and Boards and Related Documents](#)
[Resolution 2021- PRC Chairman to serve additional year](#)

Exhibit A

CITY OF ST. HELENA

RESOLUTION NO. 2014-45

**APPROVING THE CITY OF ST. HELENA PROTOCOL FOR
COMMITTEES, COMMISSIONS AND BOARDS AND RELATED
DOCUMENTS**

WHEREAS, the City Council has created a number of committees, boards and commissions, including the Planning Commission, the Parks and Recreation Commission, the Library Board of Trustees, the Tree Committee, the Sustainability Committee, the Multicultural Committee, the Active Transportation Committee, and the Water Board; and

WHEREAS, the City's committees, commissions and boards provide a valuable service to the community and the City Council relies on these entities to provide information, advice, recommendations and decisions related to their area of expertise and authority; and

WHEREAS, the City Council desires to standardize committee structure and operating procedures and provide necessary guidance in order to ensure these committees, commissions and boards are efficient and effective and serve in the best interests of the community; and

WHEREAS, at its regular meetings of November 27, 2012, January 23, 2013, July 23, 2013, and June 10, 2014, the City Council discussed a draft City of St. Helena Protocol for Committees, Commissions and Boards, and received public testimony on the draft Protocol.

NOW, THEREFORE, BE IT RESOLVED that the St. Helena City Council adopts the St. Helena Protocol for Committees, Commissions and Boards and related Meeting Ground Rules, Committee Standards of Conduct, Agenda format and Minutes format, as set forth in Exhibit A.

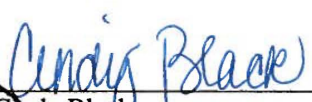
PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of St. Helena held on the 8th of July, 2014 by the following vote:

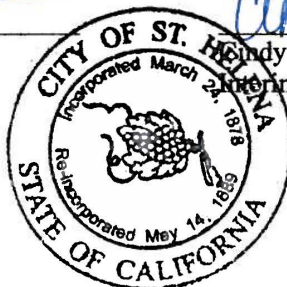
AYES: Councilmember: White, Sculatti and Mayor Nevero
NOES: None
ABSENT: Councilmember: Crull and Pitts
ABSTAIN: None

APPROVED:

ATTEST:


Ann Nevero
Mayor


Cindy Black
Interim City Clerk





City of St. Helena Protocol for Committees, Commissions and Boards (CCB)

St. Helena Committees, Commissions and Boards (CCB) function under the direction of the City Council on behalf of the City and its residents. The Council establishes committees by ordinance or resolution defining the role, purpose and membership. While each one functions specific to its purpose, all must follow the same overriding principles which are herein defined.

This protocol is intended to provide general guidance, and is not intended to supersede or conflict with any provision of State law, the St. Helena Municipal Code or other ordinance adopted by the City Council, which in the event of any conflict shall control.

ROLE AND PURPOSE

The City Council determines a committee's role and purpose at the time it is created, which should be defined clearly enough to easily communicate the purpose of the committee to the general public.

Committees may be 1) on-going standing committees, or 2) established for a specific purpose with an expected end date. Roles and purpose may be general or specific, but all will have a clearly defined goal, task or product.

Recommended changes in the role or purpose of a committee must be brought to the City Council to clarify how the proposed changes will provide improved or additional benefit.

MEMBERSHIP AND COMMITTEE STRUCTURE

The City Council defines the membership size by resolution or ordinance when establishing a committee. A committee consists of a minimum of five and a maximum of seven members, except the Planning Commission which consists only of five regular members. The Council may appoint up to two alternate members to serve on a committee in order to ensure a quorum can be reached if members cannot attend. City Council members and staff shall not sit as members on any committees. However,

the City Council may, in its discretion, appoint two Council members in the composition of a City Council subcommittee for a specific purpose.

As required by State law, the Mayor shall nominate committee members from the pool of applicants, and they will be appointed only after a majority vote approval by the City Council. Applicants may choose to attend the City Council meeting and make a statement in support of their application before the Council votes on the appointment.

Residency. Committee members must reside within the St. Helena City limits. The Council may approve an exception to this rule on a case-by-case basis. All five Planning Commissioners must live within the St. Helena City limits.

Member Terms. Committee members will serve two years from the date of appointment, except Planning Commissioners who will serve four years. Non-standing committee membership will be based upon the timing of the specific project. In establishing a new committee, or when reducing existing terms from three years to two when those terms come up for reappointment, the Council may initially impose staggered terms consisting of one and two year terms.

Removal of a member may occur for reasons such as, but not limited to, excessive absences, Brown Act violations, and conduct violations. Recommendations to the City Council for removal may be made by a committee member, member of the public, staff member, or City Councilmember. Notwithstanding the foregoing, the City Council may in its discretion at any time vote to remove a member of any committee for any reason or none, with or without cause.

Committee Officers. Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council.

The chairperson runs the meeting in accordance with the agenda. The vice chairperson has the same powers and duties of the chair if the chair is absent or unable to act. If both the chair and vice-chair are absent or unable to act, the committee selects by motion and majority vote one member as acting chair for the duration of the meeting or absence.

Subcommittees. The committee may in its discretion appoint members to subcommittees for the purpose of researching specific issues, conducting community outreach, and/or formulating recommendations to the committee, and may also engage experts or other persons (who will not be considered as members). Subcommittee membership will be less than a majority of the total membership of the committee. Prior to creating a subcommittee, the committee will consult with staff to determine whether the subcommittee is subject to the Brown Act, in which case formation of the subcommittee will be subject to Council approval.

Bylaws. Committees may adopt bylaws governing their work that are consistent with this protocol and other City laws. Proposed bylaws must be reviewed by staff and approved by the City Council.

MEETING ADMINISTRATION

- Committees should meet at a regular interval (day and time) and location to facilitate public attendance and to provide an accessible forum for the public to attend.
- Committees and committee members shall conduct themselves in accordance with the requirements of State law and the Municipal Code.
- Meetings must be noticed to the public at least 72 hours prior to regular meetings, and 24 hours prior to special meetings, as required by the Brown Act.
- All meeting notices must be posted outside St. Helena City Hall and on the City website.
- Agendas must adhere to the form provided by the City to ensure consistency and clarity.
- Meeting minutes will be recorded using the City template and submitted for approval at the next committee meeting. Once approved, the minutes are submitted to the City Clerk for official record.

Quorum and Voting. A quorum is required to hold a meeting. A quorum is defined as the majority of the number of members, not counting alternates, which officially comprise a committee. Absences and vacancies do not change the quorum number. For example, if a committee is established with five members, the quorum is three members. If there are two vacancies on the committee, the quorum is still three members.

If a committee meets but does not have a quorum, either through lack of a quorum at the start of the meeting or due to members leaving the meeting, the committee may not conduct its regular business. In these instances, the committee may only act to adjourn to the next meeting date, recess, or take measures to obtain a quorum.

A majority vote is required to approve any action by the committee, unless otherwise required by law.

Alternate Members. Alternate members may vote only upon one of the following conditions:

1. Absence of one or more of the regular members of the committee; or
2. Disqualification of a regular member of the committee due to an expressed conflict of interest.

If more than one alternate member is present and only one vote is available, the alternate members will toss a coin to determine who may vote.

City Staff Liaison. The City Manager will designate a staff liaison to each committee. The liaison will be available to attend committee meetings at the request of the committee chair and with advance notice. The staff liaison's role is to assist the committee in understanding City functions and requirements, such as state regulations, Municipal Code requirements, and conflict of interest and Brown Act requirements. The staff liaison ensures the continued flow of information regarding the City's efforts and progress on work that pertains to the committee's topic area. The staff liaison will collect and file committee records and minutes.

CITY COUNCIL REPORTS

The chairperson or committee designee will appear at a City Council meeting at least once per quarter to report on the committee's activities and projects and to provide updates to the Council and community. The City Council will provide input and direction at that time. Committee chairpersons or designated committee members are encouraged to appear before the Council whenever they feel it is necessary to obtain Council direction or share information.

PROFESSIONALISM AND MEETING BEHAVIOR

As official representatives of the City of St. Helena, committee members are expected to conduct their duties in keeping with the St. Helena Committee Standards of Conduct and to maintain the highest level of professionalism during their tenure. Committees conduct City-sanctioned work for the benefit of all St. Helena residents.

All St. Helena committee meetings will be conducted in an open, fair and professional manner. Committees must ensure a welcoming atmosphere for all participants. St. Helena Meeting Ground Rules must be posted at each meeting, and adhered to, in order to ensure meetings are efficient, productive and respectful.

Committees are formed to improve understanding, ideas, processes or outcomes, and by definition that means individuals will have, and should have, different, and perhaps controversial, opinions. Open, honest dialogue is the goal, and is not to be viewed as a problem. Discussion of topics, not discussion of individuals, should be the focus of committee members both inside and outside the meetings. Committee members represent the City of St. Helena, and therefore may not negatively discuss members or public participants outside meetings. Members can request staff assistance, either during or after the meeting, with unruly or disruptive participants. No committee member should tolerate abuse toward other participants, members or themselves.

THE BROWN ACT AND CONFLICT OF INTEREST RULES

The Brown Act

Members of St. Helena committees are required to function under the Brown Act. Committees should have a clear understanding of Brown Act rules. The City will provide committees with Brown Act training materials, which must be reviewed by all members. Committee chairs can request specific information from City staff regarding Brown Act questions.

In general, the Brown Act requires all meetings of a legislative body of a local government, including all committees established by the St. Helena City Council, to be open and public. In some instances these requirements will apply to subcommittees.

- All meetings must be properly noticed and discussion items properly agendized.
- A “meeting” means any gathering of a majority of the members of a committee to hear, discuss or deliberate on any matter within the committee’s jurisdiction.
- Communication outside a meeting by members is restricted by the Brown Act if that communication results in:
 - A “serial” meeting involving a majority of the committee members. A serial meeting may occur if a member communicates to one member, who then communicates to another member, until a majority of members have become involved in the communication.
 - a “spoke and wheel” meeting where a member separately communicates to a majority of members.
- In order to avoid unintended “meetings” involving a quorum,, committee members should generally submit their comments to staff, and should not engage in “reply all” emails or emails or other communications involving a majority of the committee.

Violations of the Brown Act are serious, and can jeopardize the validity of committee decisions. Violations that are willful can carry criminal penalties.

Conflicts of Interest/Due Process

In addition to the Brown Act, State laws, such as the Political Reform Act (“PRA”), impose certain conflict of interest rules on City committee members. For example, the PRA requires members to make certain financial disclosures and prohibits members’ participation in decisions affecting members’ financial interests.

As with the Brown Act, the City will provide committees with conflict of interest training materials, which must be reviewed by all members. Committee chairs can request specific information from City staff regarding conflict questions.

Conflicts may exist where a member lives in close proximity to a project site or other place affected by the committee’s decision, or where a committee member’s personal financial interests or the financial interests of a member’s business, family or source of income may be affected by the decision to be made by the committee. In such instances, the member may be prohibited from participating in the decision.

Conflict of interest rules are complex. Moreover, as with the Brown Act, violations of the PRA are serious, and can jeopardize the validity of committee decisions. Violations can result in substantial fines and criminal penalties.

Committee members may receive assistance on questions from the State Fair Political Practices Commission (“FPPC”), which is the agency that is responsible for the implementation and enforcement of the PRA. In addition, Committee chairs may ask staff for assistance. Because conflict questions are often complex and fact-intensive, committee members are urged to attempt to identify potential conflict issues well in advance of meetings at which the decision is to be made.

Finally, in addition to conflict of interest rules involving financial interests under the PRA, some committee decisions on matters that require committees to act as “judges,” as for example when the Planning Commission acts on subdivision map applications or use permits, variances and/or design review, fair hearing and due process requirements apply. Those requirements may preclude members from participating in decisions where the member is “personally embroiled” in the decision at stake, and also may require members to disclose information received outside of a public hearing so that stakeholders may also hear and respond to such information.

As with conflict and Brown Act requirements, committee chairs may seek assistance from staff with respect to fair hearing/due process issues, and members are urged to attempt to identify and disclose such issues well in advance of the public hearing.



City of St. Helena

Meeting Ground Rules

1. Start on time
2. Everyone come prepared
3. If you called the meeting, run it well
4. If you are at the meeting, participate
5. Stay on topic
6. One person speaks at a time
7. Be open and honest
8. Actively listen – no side conversations, texting or cellphone use
9. No negative body language or personal attacks
10. End on time



[COMMITTEE NAME]

AGENDA - REGULAR MEETING

[MEETING ADDRESS]

[MEETING DATE AND TIME]

- 1) **ROLL CALL:** [LIST MEMBERS, COUNCIL LIAISON, AND STAFF LIAISON]
- 2) **APPROVAL OF MINUTES:** [Date of minutes]
- 3) **PUBLIC FORUM:** An opportunity for the public to directly address the [Committee] on items of interest to the public that are not listed on the agenda. Any person addressing the [Committee] should provide his or her name and address, and limit comments to five minutes. Because of restrictions imposed by the Brown Act, the [Committee] may not engage in substantive discussion, nor take action on matters not described on the agenda.
- 4) **SCHEDULED MATTERS:**
[List each item of business to be transacted or discussed at the meeting, with a brief description generally not exceeding 20 words and an approximate time allocated for the item.]
- 5) **REPORTS AND ANNOUNCEMENTS BY MEMBERS AND STAFF:** Reports by staff and/or [Committee] members on items of general interest. Brief questions for clarification may be posed and answered, and [Committee] 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 [Committee].
[List with approximate time allocated for each item]
- 6) **DISCUSSION OF ITEMS TO BE PLACED ON THE NEXT MEETING AGENDA**
- 7) **ADJOURNMENT**

The next regularly scheduled [Committee] meeting will be held on [Date]. This agenda was posted at City Hall, 1480 Main Street, and at [location where meeting will be held] on [Date].

Cindy Black, Interim City Clerk

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact City Hall at (707) 967-2792. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility. The City Clerk has equipment to assist those with a hearing impairment.



**MINUTES OF THE REGULAR MEETING OF THE
[COMMITTEE NAME]
[Meeting Location]
[Meeting date and time the meeting was called to order]**

2) ROLL CALL:

PRESENT: [List members, Council liaison, and staff liaison. Guests and staff scheduled to give reports or presentations may also be listed. Do not list members of the public in attendance.]

ABSENT: [List members, Council liaison, and staff liaison]

3) APPROVAL OF MINUTES: M/S: [Moved/Seconded: Name/Name]. Ayes: ["All" or individual names]. Noes: ["None" or Names]. Abstain: ["None" or Names].

4) [LIST ALL AGENDA ITEMS and, if a vote was taken, indicate M/S, Ayes, Noes, and Abstain. Although not required, the minutes may briefly discuss major points of the discussion, report or presentation. If there was no discussion of the agenda item, state so. For example:

A. Election of Officers: Susan Smith was elected Chairperson and John Davis was elected Vice Chairperson. M/S: Stuart/Price. Ayes: All. Noes: None. Abstain: None.

B. Green Building Regulations: The group reviewed the subcommittee's research on green building regulations and agreed to make a presentation to the City Council and seek direction from the Council on potential new regulations the Council may wish to adopt. The staff liaison will request an agenda item be placed on the City Council's agenda in January. M/S: Gonzales/Moore. Ayes: All. Noes: None. Abstain: None.

C. Plastic Bag Ban. This item was not discussed.]

5) ADJOURNMENT: The meeting was adjourned at [Time].

The next regularly scheduled [Committee] meeting will be held on [Date, location and time].

SUBMITTED BY:

Committee Standards of Conduct

Appointment to a City of St. Helena committee provides a unique opportunity for service to the community and leadership in the community. These positions carry an obligation of ethical conduct and personal integrity that will foster public respect, confidence and trust.

The Standards of Conduct are adopted to provide guidance to committee members to assist in fully understanding the role and responsibility of the position.

Responsibilities of Committee Service

In carrying out the responsibilities, committee members shall:

- A. Perform their responsibilities in a manner that is efficient, courteous, responsive and impartial, providing fair and uniform treatment of all person and issues;
- B. Seek the overall public good in all decisions;
- C. Foster effective, courteous and cooperative working relations with fellow members of the committee, the City Council, City staff, and the public;
- D. Serve as a communicator between the community and the City Council and City staff, and facilitate expression of citizen views;
- E. Abide by all applicable Conflict of Interest laws, policies and regulations; Disclose possible conflicts of interest and not participate in any official decision which could materially affect the member's financial or personal interest, nor attempt to influence the vote on any such manner;
- F. Avoid any action which could be construed by an objective person to create the appearance of using public office for personal gain, including use of City stationery or other City resources to obtain or promote personal business, giving preferential treatment to any person or group, or impeding governmental responsiveness or efficiency;
- G. Identify personal opinions and recommendations, avoiding any implication that they are those of the committee unless such position has been duly voted; and
- H. Refuse gifts, service or any promise of future benefit that could be construed to compromise independence of judgment or action as a public official.

Committee Behavioral Norms

- A. Committee members are encouraged to share their opinions throughout the deliberative process including the rationale that led to their position.
- B. The committee will allow sufficient time during meetings so members do not feel rushed and have time to digest what is said and form their own opinion.
- C. Committee members will listen respectfully to each other and the public, and will respond to comments respectfully, avoiding verbal attacks.
- D. The committee will stay positive and productive even when members disagree, demonstrating leadership characteristics appropriate for appointed leaders of the community.
- E. All members will be given an equal opportunity to speak up and discuss the issues.

- F. Committee members will refrain from negative body language in response to comments by committee members or the public.
- G. The Chairperson will start the discussion with a different committee member for each agenda item.
- H. When committee action is contemplated, the Chairperson will ensure that all committee members have had a chance to ask questions and make comments prior to entertaining any motion.
- I. Any committee member who notices disruptive behavior may call "Points of Order" and the Chairperson will address the behavior.

Committee/Staff Relationships and Conduct

- A. Committee members shall recognize that the primary functions of staff liaisons are to execute actions taken by the committee and keep the committee informed.
- B. Each committee member must recognize that only the full committee has power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the official conduct of City business. Individual committee members shall make no attempt to pressure or influence staff decisions, recommendations, workloads and schedules, and departmental priorities without the prior knowledge and approval of the committee as a whole.
- C. Individual committee members shall not intrude into functions which are the responsibility of staff including, but not limited to, staff decision-making, staff recommendations, work schedules, and other day to day management/administrative operations.
- D. Staff is obligated to take guidance and direction only from the committee as a whole or from the appropriate management superiors as may be the case. Staff is directed to reject any attempts by individual committee members to unduly influence or otherwise pressure them into making, changing or otherwise suppressing staff decisions or recommendations, or changing departmental work schedules and priorities. Staff shall report such attempts to influence them in confidence to their management superiors, who may inform the committee as a whole of such attempts.
- E. Committee members shall make every effort to avoid surprising the staff during public meetings. If there is an issue or a question a committee member has on an agenda item or a matter the committee member intends to bring up at the meeting, that member should contact staff prior to the meeting to alert them to the issue and state the question or concern.
- F. Requests by committee members for information or assistance shall be responded to provided that, in the judgment of their management superior, such requests are not of a magnitude, either in terms of workload or policy, which would require that it more appropriately be assigned to staff through the collective direction of the committee. In terms of making the judgment, the following guidelines shall be considered: 1) the request should be specific and limited in scope so that staff can respond without altering other priorities and with only minimal delay to other assignments; 2) the request should only impose a "one time" rather than on-going work requirement; and 3) the response to the request should not require more than one staff person working on the issue in excess of one to two hours.
- G. When staff response to a committee member's request involves written material which may be of interest to other committee members, the staff liaison will provide copies to all committee members. In deciding items of interest, the staff liaison will consider whether the information is significant, new or otherwise not available to the committee.

CITY OF ST. HELENA

RESOLUTION No. 2021-__

**Authorizing the Parks and Recreation Commission
Chairperson to serve an additional year as Chairperson**

RECITALS

- A. Whereas the City of St Helena Protocol for Committees, Commissions and Boards (approved by City Council Resolution 2014-45), states, "Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council."; and
- B. Whereas on July 26, 2021, the Parks and Recreation Commission nominated and elected Matthew Demchuk to be the commission chair for another year; and
- C. Whereas Matthew Demchuk's service as the Chairperson of the Parks and Recreation Commission exceeds the two consecutive years; and
- D. Whereas there were no other nominations for the position of Chairperson and the votes for Matthew Demchuk to serve as the Chairperson of the Parks and Recreation Commission were unanimous.

RESOLUTION

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

- 1. Makes the exception to authorize the Parks and Recreation Commission Chairperson to serve an additional year, ending June 2022.

Approved at a Regular Meeting of the St. Helena City Council on August 10, 2021, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hall:

Council Member Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 10 Aug 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution (1) approving the Professional Services Agreement with Cardno, Inc. in an amount not-to-exceed \$43,393 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; (2) and approving the Professional Services Agreement with Cardno, Inc. in an amount not-to-exceed \$41,362 for the assessment, removal, and disposal of ash and debris in 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

Reviewed By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On September 27, 2020, the City of St. Helena ("City") proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which affected both Napa and Sonoma Counties.

The Glass Fire burned through and around Bell Canyon Reservoir. The Glass Fire burned two City-owned structures adjacent to the reservoir. One of those structures was the St. Helena Police Department-operated bullet trap where the fire burned the rubber inside the bullet trap. The fire also burned the Permanganate building located just south of the

City's Bell Canyon Reservoir Dam. This building served as storage for sodium permanganate and was the initial point of injection to the pre-treatment process of water from Bell Canyon, one of the main sources of the City's potable water supply. On October 13, 2020, Napa County officials made an assessment of the watershed in the Bell Canyon area. Napa County recommended the removal of both burned structures due to the hazardous materials each building contained. The City of St. Helena has an urgent need to remove the gun range bullet trap and the Permanganate Building at Bell Canyon because of the close proximity the hazardous material is to the watershed. City staff put up temporary preventative measures in accordance with Best Management Practices (BMP) and the Stormwater Pollution Prevention Plan (SWPPP) to contain any potential leaching of hazardous material into the watershed.

On December 11, 2020, Staff contacted Cardno to arrange for a site visit to make further assessments of the two locations. Due to ongoing efforts by staff to coordinate and install erosion control measures around Bell Canyon Reservoir, Cardno was unable to make a site visit until January 20, 2021. Upon initial assessment, staff directed Cardno to coordinate with Napa County Planning, Building, and Environmental Services Department (PBES) for the submittal of the Debris and Ash Removal (DAR) Application and Plan to Napa County. This is a critical step in removing the bullet trap and Permanganate Building as it ensures the proper handling, removal, and disposal of hazardous materials. On January 29, 2021, the DAR reports were accepted by Napa County PBES. Staff requested quotes for the removal of both locations from Cardno as this contractor is part of the City of St. Helena's Master Professional Services Agreement (MPSA) list of contractors approved by City Council on July 23, 2019 via Resolution 2019-87.

On March 8, 2021, under the City Manager's emergency authority, the City Manager executed STH Contract: FY2021-064 with Cardno for the removal of the bullet trap located at the City's Bell Canyon Reservoir Shooting Range in an amount not-to-exceed \$31,946 and STH Contract: FY2021-062 with Cardno for demolition and disposal of the permanganate building located just south of the City's Bell Canyon Reservoir dam in an amount not-to-exceed \$40,888.

Public Contract Code Section 1102 defines an emergency as "a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services".

Public Contract Code Section 22035 authorizes the City Council, in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050. Public Contract Code Section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not

permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

Pursuant to Section 3.04.290 and Section 3.04.170 of the City's Municipal Code and Public Contract Code section 22050(b), the City Council delegated authority to make an emergency determination and award a contract to perform emergency work to the City Manager.

The City Manager determined the Glass Fire constituted an emergency that did not permit undergoing the formal competitive bidding process because there was an imminent need to take immediate action to remove the bullet trap and permanganate building in order to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

On March 23, 2021, the City Council ratified, via Resolution No. 2021-39 both STH Contract: FY2021-64 and STH Contract: FY2021-062.

DISCUSSION

Although on March 8, 2021, both agreements were executed and subsequently ratified by City Council on March 23, 2021, the work with Cardno was not immediately scheduled due to direction from FEMA requiring the City to request two additional proposals from other vendors for the work to meet the City's informal bid procedure policy. FEMA did not agree with the City's findings that this work fell under the emergency procurement policy because the performance period was outside of the disaster declaration period. Additionally, FEMA rejected Cardno's first two contracts because FEMA only accepts lump sum bids for each item of work and not work performed on a time and material basis. FEMA also required that the revised quotes include all additional or optional costs that may be incurred if the contractor identifies asbestos or hazardous waste into the total cost so that there are no change orders.

The E21-09 Emergency Permanganate Building Demolition and Disposal due to Glass Fire Incident project's scope of work changed from demolishing the permanganate building to an assessment, removal, and disposal of ash and debris in the permanganate building. The new scope also includes the removal and disposal of the steel doors and steel exterior vents.

City staff requested quotes from ATI Restoration and Edd Clark & Associates and revised quotes from Cardno to reflect FEMA's requirements. Cardno and ATI Restoration submitted their two quotes for both projects, but Edd Clark & Associates was unavailable to provide quotes. Quotes from Cardno and ATI Restoration are provided in the following table.

Vendor	Permanganate Building	Bullet Trap	Total Costs
Cardno	41,362	43,393	84,755
ATI Restoration	30,598	50,362	80,960

In accordance with SHMC Title 3, Article 4, Section 3.04.320 *Award of professional service contracts based on competence*, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced professional services provider based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that professional services provider. Although ATI Restoration costs are less than Cardno for the Permanganate Building, staff recommends proceeding with Cardno for both projects for the following reasons:

1. On July 23, 2019, the City Council adopted the City of St. Helena's Master Professional Services Agreement (MPSA) list of contractors via Resolution 2019-87. This list was established following a Request for Qualifications (RFQ) issued on November 14, 2018 where 18 consultants were found to be qualified to perform various services including, but not limited to, environmental compliance. Cardo is one of the 18 consultants who have a current MPSA with the City of St. Helena.
2. The City has prior experience and a past working relationship with Cardno and they have demonstrated they have the expertise and knowledge to complete the work required for both projects.
3. Due to the close proximity of the two projects, City staff recognizes the benefits to have one contractor work on both projects.
4. Cardno is available immediately and can fulfill the work by the required deadline.
5. Based on the initial assessment by the City for the emergency work, In January 2021, Cardno had coordinated with Napa County Planning, Building, and Environmental Services Department (PBES) for the submittal of the Debris and Ash Removal (DAR) Application and Plan required by Napa County as stated in the Background Section. On January 29, 2021, the DAR reports were accepted by Napa County PBES with a debris removal deadline of September 1, 2021 (which has since been extended to September 30, 2021). Because Cardno has already assisted the City with the DAR plans for both projects they are more familiar with the County's requirements.

Based on the information above, staff recommends City Council adopt a resolution approving (1) the Professional Services Agreement with Cardno, Inc. in an amount not-to-exceed \$43,393 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; (2) and approving the Professional Services Agreement with Cardno, Inc. in an amount not-to-exceed \$41,362 for the assessment, removal, and disposal of ash and debris in 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.

FISCAL IMPACT

The fiscal impact of the awarded agreements is for a not-to-exceed amount of \$84,755. The City is working with FEMA, CalOES, and REMIF for reimbursement of these expenses. The deductible for REMIF is \$100,000. Total expenses paid to-date for the Glass Fire is \$2,034,938.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution.

ATTACHMENTS

[Cardno Glass Fire Bullet Trap](#)

[Cardno Glass Fire Permanganate Building](#)

[Resolution - E21-08 and E21-09 Award to Cardno](#)

[PSA Template Glass Fire Permanganate Building](#)

[PSA Template Glass Fire Bullet Trap](#)

STH Contract: FY 2021-

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 Cardno, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as the demolition and disposal of one steel bullet trap located at the City's Bell Canyon Reservoir Shooting Range.

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 \$43,393 (Forty-Three Thousand and Three Hundred Ninety-Three Dollars), 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,

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Cardno, Inc. 8/6/2021

STH Contract: FY 2021-

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.

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Cardno, Inc. 8/6/2021

STH Contract: FY 2021-

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

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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

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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.

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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

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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.

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SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

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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 17 – 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-entities 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 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

To City: City of St. Helena
 1572 Railroad Avenue
 St. Helena, California 94574
 Attn: Mark T. Prestwich, City Manager

To Consultant: Cardno, Inc.
 1310 Redwood Way, Ste. C
 Petaluma, California 94954

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Attn: Vincent Battaglia, Senior Project Manager

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

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SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that 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.

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SECTION 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of 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 31 – LABOR CODE REQUIREMENTS

A. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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.

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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 DIR against Consultant or any subconsultant.”

SECTION 32 – FEDERAL FUNDING REQUIREMENTS.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

b. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.”

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

Consultant:

City:

By: _____
Name: _____
Title: _____

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

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

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Exhibit A
“Scope of Services”

Scope

On September 27, 2020, the Glass Fire began in the early morning hours near the intersection of Crystal Spring Road and North Fork Crystal Springs Road, in un-incorporated St. Helena. As a result, the City of St. Helena, that day, proclaimed the existence of a local emergency due to the rapid progression of the Glass Fire incident which affected Napa and Sonoma counties.

The Glass Fire smoldered the rubber inside the Bell Canyon gun range bullet trap. The County of Napa has recommended to remove the bullet trap due to the hazardous material inside. The City of St. Helena has an urgent need to remove the gun range bullet trap in Bell Canyon because of the close proximity the hazardous material is to the watershed.

Project Understanding

Cardno will provide environmental consulting and construction services for the assessment, demolition, and disposal of one steel framed bullet trap filled with ash and debris from burnt rubber tire cuttings, which was damaged by the Glass Wildfire at the site. Acting in accordance with Napa County’s DAR Plan, the work will include completing and submitting Napa County’s DAR Plan for the site and performing a Phase I and Phase II scope of work. The Phase I work consists of performing air monitoring to confirm the site does not exhibit hazardous air conditions, an asbestos and household hazardous waste (HHW) survey including, sampling for potential asbestos containing materials (ACM) and the rubber tire cuttings ash and debris for waste profiling, and obtaining a laboratory analysis report for the asbestos survey and ash and debris. If ACM is identified within the structure, or if the analytical results indicate the ash and debris are hazardous waste, the Phase I work will include the removal and disposal of these materials. ACM and hazardous materials will have to be removed and disposed of prior to initiating Phase II work. The Phase I work also includes preparing and submitting the Phase I Report to the Napa County PBES Department. If no ACM or hazardous materials are reported during the Phase I work, the Phase II work will consist of mobilization, disposal of the ash and debris, demolition and disposal of the steel bullet trap structure, and scraping approximately 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the exterior of the bullet trap’s concrete slab, and disposal of the scraped soils. After scraping the soils, confirmation soil samples will be collected for laboratory analysis to confirm the ash and debris from the bullet trap structure has been removed from the adjacent soils. A final site inspection will be performed with a Napa County PBES building inspector. After the on-site work is completed the Self-Certification Completion Form and Phase I and Phase II Report will be submitted to Napa County PBES. Specific items to be completed in the Phase I and Phase II scopes of work are detailed in the following budget.

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Description of Work

Phase I:

- Review and complete Napa County's DAR Application and Plan.
- Prepare the Site Health and Safety Plan.
- Perform air-monitoring clearance.
- Collect ash and debris samples and submit them to a state-certified laboratory, under chain-of-custody protocol, with a standard turn-around-time for the following analyses:
 - Full list of volatile organic compounds (VOCs) by EPA Method 8260B.
 - Full list of semi-VOCs by EPA Method 8270C.
 - Title 22 Metals TTLC by EPA Method 8010B.
 - Full list of dioxins by EPA Method 8290 (15 business day turnaroundtime)
- If ash and debris from the burnt rubber tire cuttings are hazardous waste, removal and disposal of hazardous waste.
- Asbestos survey and sampling and analysis.
- If ACM is found, removal and disposal of ACM
- Prepare and submit the Phase I Report to Napa County PBES Department.

Phase II:

- Mobilization activities.
- Remove and dispose of the burnt rubber tire cuttings ash and debris, if non-hazardous.
- Demolish the steel framed bullet trap and recycling of the steel.
- Scrape 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the bullet trap concrete slab and disposal of the scraped soil.
- Collect approximately four soil samples for soil confirmation analysis.
- Submit soil samples to a state-certified laboratory, under chain-of-custody protocol, with a standard turn-around-time for the following analyses:
 - Title 22 Metals TTLC by EPA Method 8010B.
 - TCLP Extraction by EPA Method 1311.
- Final site inspection with the Napa County Building Inspector.
- Prepare and submit the Napa County PBES Self-Certification Form and Phase II Report to Napa County PBES Department.

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The clarifying proposal assumptions are listed below:

- The scope of work does not include costs for abatement and disposal of hazardous materials other than ACM and ash and debris from the burnt rubber tire cuttings.
- Sampling and analysis of potential hazardous materials other than ACM and the ash and debris are not included in the scope of work.
- 811 notification and utility markout will not be performed.
- Road conditions are accessible for the construction activities including waste container pickup.
- No unspent gunpowder or live ammunition rounds are present in the debris and ash waste from the burnt rubber tire cuttings.
- The clean-up of spent bullet casings in the area of the bullet trap are not included in the scope of work.
- Profiling of waste is not required and waste will be accepted by disposal facilities using the approved DAR Plan.
- Work can be completed in Level C and/or Level D personal protective equipment.
- An on-site laydown yard will be available for equipment and materials to be securely stored.
- The City will install and maintain stormwater pollution prevention best management erosion and sediment practices (BMPs) for the project.
- Demolition, removal, and disposal of the existing bullet trap's concrete slab is not included in the scope of work.
- The City will inspect the existing bullet trap's concrete slab and provide Napa County PBES Department a letter from a California Registered Civil or Structural Engineer certifying the concrete slab is in good condition and is fit for future use.
- After soil excavation activities around the bullet trap's concrete slab the area will be graded level.
- Water will be made available for dust control and clean-up activities
- Site is secured and no security is required.
- Schedule includes 9 hours per day onsite Monday through Friday.

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Exhibit B
“Compensation”

Phase I	Task Description	Cost
Task 1:	Prepare and Submit Napa County's DAR Application and Plan	\$1,280
Task 2:	Prepare the Site Health and Safety Plan and Site Air Monitoring Clearance	\$1,349
Task 3:	Asbestos and Ash and Debris Sampling	\$1,426
Task 4:	Laboratory Analysis of Asbestos and Ash and Debris Samples	\$1,097
Task 5:	If ACM is found, Removal and Disposal of ACM	\$4,766
Task 6:	If Ash and Debris are Hazardous Waste, Removal & Disposal of Ash & Debris	\$6,681
Task 7:	Phase I Reporting	\$2,950
Total Phase I Budget		\$19,549

Phase II	Task Description	Cost
Task 1:	Mobilization Activities	\$3,490
Task 2:	Labor for the Demolition, Soil Scraping and Soil Sampling, and Disposal of the Bullet Trap	\$8,120
Task 3:	Equipment, Materials, and Expenses for the Demolition, and Disposal of the Bullet Trap	\$8,106
Task 4:	Laboratory Analysis of Soil Confirmation Samples	\$418
Task 5:	Final Site Inspection with Napa County Building Inspector	\$760
Task 6:	Phase II Reporting	\$2,950
Total Phase II Budget		\$23,844
Total Project Budget		\$43,393

The total Phase I and Phase II estimated budget for the bullet trap analysis, demolition, and disposal scope of work described in this proposal is \$43,393. The work will be billed as lump sum per the attached Cardno proposed fee schedule. The fee schedule rates are from Cardno's Master Service Agreement with the City, and for this effort two labor rates, CADD/Drafting/GIS Consultant and Project Coordinator, have been discounted. Upon the City's request, Cardno will provide a detailed project budget.

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Proposed Fee Schedule

Cardno's schedule of fees, including all reimbursable fees and expenses, is presented below in Table 1.

Table 1. Schedule of Fees

Classification / Description	Rate
Field Technician	\$70
Project Coordinator	\$85
Senior Project Coordinator	\$105
Technical Editor/Production Specialist	\$105
CADD/Drafting/GIS Consultant	\$100
Assistant Staff Consultant	\$95
Staff Consultant	\$110
Senior Staff Consultant	\$120
Project Consultant	\$145
Senior Project Consultant 1	\$160
Senior Project Consultant 2	\$185
Senior Consultant 1	\$210
Senior Consultant 2 / Principal	\$245
Technical Director	\$275

Consultant and director positions include professional scientist, ecologist, economist, engineer, hydrogeologist, geologist, planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates are subject to increase annually. Discounts may be available based on volume and/or early payment terms.

Expenses: Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other costs identifiable to an assignment will be charged at cost plus 10 percent.

Payment: Cardno invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Conditions: Cardno specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

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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 Cardno, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as an assessment, removal, and disposal of ash and debris in the permanganate building located just south of the City's Bell Canyon Reservoir dam. Also includes the removal of steel doors and steel exterior vents.

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 \$41,362 (Forty-One Thousand and Three Hundred Sixty-Two Dollars), 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

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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

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City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.
- D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. Primary Coverage. For any claims related to this contract the Consultants insurance

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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

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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

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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

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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

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provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

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

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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 17 – 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-entities 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 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

To City: City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574
Attn: Mark T. Prestwich, City Manager

To Consultant:

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Cardno, Inc.
1310 Redwood Way, Ste. C
Petaluma, California 94954
Attn: Vincent Battaglia, Senior Project Manager

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

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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 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of 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 31 – LABOR CODE REQUIREMENTS

A. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole

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responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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 DIR against Consultant or any subconsultant."

SECTION 32 – FEDERAL FUNDING REQUIREMENTS.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

- a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- b. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control."

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

Consultant:

City:

By: _____
Name: _____
Title: _____

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

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

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Exhibit A
“Scope of Services”

Scope

On September 27, 2020, the Glass Fire began in the early morning hours near the intersection of Crystal Spring Road and North Fork Crystal Springs Road, in un-incorporated St. Helena. As a result, the City of St. Helena, that day, proclaimed the existence of a local emergency due to the rapid progression of the Glass Fire incident which affected Napa and Sonoma counties.

The Glass Fire burned the permanganate building located just south of the City’s Bell Canyon Reservoir dam. The City of St. Helena has an urgent need for the assessment, removal, and disposal of ash and debris in the permanganate building in Bell Canyon because of the close proximity the hazardous material is to Bell Creek.

Project Understanding

Cardno will provide environmental consulting and construction services for the assessment, removal, and disposal of ash and debris for one water treatment building, which was damaged by the Glass Wildfire at the site. Acting in accordance with Napa County’s DAR Plan, the work will include completing and submitting Napa County’s DAR Plan for the site and performing a Phase I and Phase II scope of work. The Phase I work consists of performing air monitoring to confirm the site does not exhibit hazardous air conditions, an asbestos and household hazardous waste (HHW) survey including sampling for potential asbestos containing materials (ACM), and obtaining a laboratory analysis report for the asbestos samples. If ACM or HHW are found at the site, the Phase I work will include the removal and disposal of these materials. ACM and HHW will have to be removed and disposed of prior to initiating Phase II work. The Phase I work also includes preparing and submitting the Phase I Report to the Napa County PBES Department. If no ACM or HHW are reported during the Phase I work, the Phase II work will consist of mobilization, removal and disposal of the ash and debris, removal and disposal of the steel doors (exterior and interior doors) and steel exterior vents associated with the water treatment building, and scraping approximately 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the exterior of the building, and disposing the scraped soils. After scraping the soils, confirmation soil samples will be collected for laboratory analysis to confirm the ash and debris from the building has been removed from the soils in the area outside of the building. A final site inspection will be performed with a Napa County PBES building inspector. After the on-site work is completed the Self-Certification Completion Form and Phase I and Phase II Report will be submitted to Napa County PBES. Specific items to be completed in the Phase I and Phase II scope of work are detailed in the following budget.

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Description of Work

Phase I:

- Review and complete Napa County's DAR Application and Plan.
- Prepare the Site Health and Safety Plan.
- Perform air-monitoring clearance.
- Asbestos sampling and analysis.
- If ACM is found, removal and disposal of ACM.
- Household Hazardous Waste Survey.
- If HHW is found, removal and disposal of HHW.
- Prepare and submit the Phase I Report to Napa County PBES Department.

Phase II:

- Mobilization activities.
- Removal and disposal of the ash and debris inside the water treatment building, if non-hazardous.
- Removal and disposal of the steel doors (exterior and interior doors) and steel exterior vents.
- Scrape 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the exterior of the building and disposal of the scraped soil.
- Collect approximately four soil samples for soil confirmation analysis.
- Submit soil samples to a state-certified laboratory, under chain-of-custody protocol, with a standard turn-around-time for the following analyses:
 - Title 22 Metals TTLC by EPA Method 8010B.
 - TCLP Extraction by EPA Method 1311.
- Final site inspection with the Napa County Building Inspector.
- Prepare and submit the Napa County PBES Self-Certification Form and Phase II Report to Napa County PBES Department.

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The clarifying proposal assumptions are listed below:

- The scope of work does not include costs for removal and disposal of hazardous materials other than ACM and HHW.
- The ash and debris inside the water treatment building is assumed to be non-hazardous waste, and the waste will carry no Resource Conservation and Recovery Act (RCRA)-Hazardous "Listed" (F,K,P, or U) waste codes.
- The ash and debris inside the water treatment building are assumed to not be RCRA or CA non-RCRA hazardous waste.
- Sampling and analysis of potential hazardous materials other than ACM is not included in the scope of work.
- Removal and disposal of framing and steel beams associated with the building are not included in the scope of work.
- The existing building walls and concrete slab will remain in-place. Demolition, removal, and disposal of existing building walls and concrete slab are not included in the scope of work.
- The City will inspect the existing building structure, walls, and concrete slab, and provide Napa County PBES Department a letter from a California Registered Civil or Structural Engineer certifying the building structure, walls, and concrete slab are in good condition and fit for future use.
- Work on the building utilities and/or utility conduits is not included in the scope of work.
- Electrical service to the building has been disconnected by Pacific Gas and Electric (PG&E). Communication utilities have been disconnected.
- Road conditions are accessible for construction activities, including for the waste container pickup.
- 811 notification and utility markout will not be performed.
- Profiling of the waste is not required and the waste will be accepted by disposal facilities using the approved DAR Plan.
- Work can be completed in Level C and/or Level D personal protective equipment.
- An on-site laydown yard will be available for equipment and materials to be securely stored.
- The City will install and maintain stormwater pollution prevention best management erosion and sediment practices (BMPs) for the project.
- After excavation activities around the exterior of the building the area will be graded level.
- Water will be made available for dust control and clean-up activities.
- Site is secured and no security is required.
- Schedule includes 9 hours per day on site Monday through Friday

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Exhibit B
“Compensation”

Phase I	Task Description	Cost
Task 1:	Prepare and Submit Napa County's DAR Application and Plan	\$1,280
Task 2:	Prepare the Site Health and Safety Plan and Site Air Monitoring Clearance	\$2,685
Task 3:	Asbestos and HHW Survey and Asbestos Sampling	\$1,191
Task 4:	Laboratory Analysis of Asbestos Samples	\$347
Task 5:	If ACM is found, Removal and Disposal of ACM	\$4,766
Task 6:	If HHW is found, Removal and Disposal of HHW	\$6,681
Task 7:	Phase I Reporting	\$2,950
Total Phase I Budget		\$19,900
Phase II	Task Description	Cost
Task 1:	Mobilization Activities	\$3,160
Task 2:	Labor for the Removal and Disposal of Ash and Debris and Steel Doors and Vent Screens, Soil Scraping and Soil Disposal, and Soil Confirmation Sampling	\$9,925
Task 3:	Equipment, Materials, and Expenses for the Removal and Demolition, of Ash and Debris, Steel Doors, and Steel Vent Screens	\$4,249
Task 4:	Laboratory Analysis of Soil Confirmation Samples	\$418
Task 5:	Final Site Inspection with Napa County Building Inspector	\$760
Task 6:	Phase II Reporting	\$2,950
Total Phase II Budget		\$21,462
Total Project Budget		\$41,362

The total Phase I and Phase II estimated budget for the water treatment building scope of work described in this proposal is \$41,362. The work will be billed as lump sum per the attached Cardno proposed fee schedule. The fee schedule rates are from Cardno's Master Service Agreement with the City, and for this effort two labor rates, CADD/Drafting/GIS Consultant and Project Coordinator, have been discounted. Upon the City's request, Cardno will provide a detailed project budget.

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Proposed Fee Schedule

Cardno's schedule of fees, including all reimbursable fees and expenses, is presented below in Table 1.

Table 1. Schedule of Fees

Classification / Description	Rate
Field Technician	\$70
Project Coordinator	\$85
Senior Project Coordinator	\$105
Technical Editor/Production Specialist	\$105
CADD/Drafting/GIS Consultant	\$100
Assistant Staff Consultant	\$95
Staff Consultant	\$110
Senior Staff Consultant	\$120
Project Consultant	\$145
Senior Project Consultant 1	\$160
Senior Project Consultant 2	\$185
Senior Consultant 1	\$210
Senior Consultant 2 / Principal	\$245
Technical Director	\$275

Consultant and director positions include professional scientist, ecologist, economist, engineer, hydrogeologist, geologist, planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates are subject to increase annually. Discounts may be available based on volume and/or early payment terms.

Expenses: Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other costs identifiable to an assignment will be charged at cost plus 10 percent.

Payment: Cardno invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Conditions: Cardno specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

CITY OF ST. HELENA

RESOLUTION NO. 2021-

Approving (1) the professional service agreement with Cardno, Inc. in an amount not-to-exceed \$43,393 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; and (2) the professional service agreement with Cardno, Inc. in an amount not-to-exceed \$41,362 for the assessment, removal, and disposal of ash and debris in 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

- A. On September 27, 2020, the City proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which is affecting both Napa and Sonoma Counties; and
- B. The Glass Fire burned through and around Bell Canyon Reservoir and burned two City-owned structures adjacent to the reservoir; and
- C. The two structures burned were the St. Helena Police Department-operated bullet trap where the fire burned the rubber inside the bullet trap and the Permanganate building located just south of the City's Bell Canyon Reservoir Dam; and
- D. The Permanganate building served as storage for sodium permanganate and was the initial point of injection to the pre-treatment process of water from Bell Canyon, one of the main sources of the City's potable water supply; and
- E. On October 13, 2020, Napa County officials made an assessment of the watershed in the Bell Canyon area and recommended the removal of both burned structures due to the hazardous materials each building contained; and
- F. On December 11, 2020, staff contacted Cardno to arrange for a site visit to make further assessments of the two locations and upon initial assessment, staff directed Cardno to coordinate with Napa County Planning, Building, and Environmental Services Department (PBES) for the submittal of the Debris and Ash Removal (DAR) Application and Plan to Napa County as this is a critical step in removing the bullet trap and Permanganate Building as it ensures the proper handling, removal, and disposal of hazardous materials; and
- G. On January 29, 2021, the DAR reports were accepted by Napa County PBES and staff requested quotes for the removal of both locations from Cardno as this

contractor is part of the City of St. Helena's Master Professional Services Agreement (MPSA) list of contractors approved by City Council on July 23, 2019 via Resolution 2019-87; and

- H. Pursuant to Section 3.04.290 and Section 3.04.170 of the City's Municipal Code and Public Contract Code Section 22050(b), the City Manager executed two agreements with Cardno for the removal of the bullet trap and permanganate building and on March 23, 2021, City Council ratified both agreements with Cardno; and
- I. Although on March 8, 2021, both agreements were executed and subsequently ratified by City Council on March 23, 2021, the work with Cardno was not immediately scheduled due to direction from FEMA requiring the City to request two additional proposals from other vendors for the work to meet the City's informal bid procedure policy as FEMA did not agree with the City's findings that this work fell under the emergency procurement policy due to the performance period being outside of the disaster declaration period. Additionally, FEMA rejected Cardno's first two contracts because FEMA only accepts lump sum bids for each item of work and not work performed on a time and material basis. FEMA also required that the revised quotes include all additional or optional costs that may be incurred if the contractor identifies asbestos or hazardous waste into the total cost so that there are no change orders; and
- J. The E21-09 Emergency Permanganate Building Demolition and Disposal due to Glass Fire Incident project's scope of work changed from demolishing the permanganate building to an assessment, removal, and disposal of ash and debris in the permanganate building. The new scope also includes the removal and disposal of the steel doors and steel exterior vents. The change to the scope of work for this project occurred because our insurance company and building official believe repairs can be made to the existing building; and
- K. City staff requested quotes from ATI Restoration and Edd Clark & Associates and revised quotes from Cardno to reflect FEMA's requirements. Cardno and ATI Restoration submitted their two quotes for both projects, but Edd Clark & Associates declined to provide quotes for both projects; and
- L. Quotes received are as follows:

Vendor	Permanganate Building	Bullet Trap	Total Costs
Cardno	41,362	43,393	84,755
ATI Restoration	30,598	50,362	80,960

; and

- M. In accordance with SHMC Title 3, Article 4, Section 3.04.320 *Award of professional service contracts based on competence*, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced professional services provider

based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that professional services provider; and

N. Staff recommended proceeding with Cardno for both projects for the following reasons:

- a. On July 23, 2019, the City Council adopted the City of St. Helena's Master Professional Services Agreement (MPSA) list of contractors via Resolution 2019-87. This list was established following a Request for Qualifications (RFQ) issued on November 14, 2018, where 18 consultants were found to be qualified to perform various services including, but not limited to, environmental compliance. Cardo is one of the 18 consultants who have a current MPSA with the City of St. Helena.
- b. The City has prior experience and a past working relationship with Cardno and they have demonstrated they have the expertise and knowledge to complete the work required for both projects.
- c. Due to the close proximity of the two projects, City staff recognizes the benefits to have one contractor work on both projects.
- d. Cardno is available immediately and can fulfill the work by the required deadline.
- e. Based on the initial assessment by the City for the emergency work, In January 2021, Cardno had coordinated with Napa County Planning, Building, and Environmental Services Department (PBES) for the submittal of the Debris and Ash Removal (DAR) Application and Plan required by Napa County as stated in the Background Section. On January 29, 2021, the DAR reports were accepted by Napa County PBES with a debris removal deadline of September 1, 2021 (which has since been extended to September 30, 2021). Because Cardno has already assisted the City with the DAR plans for both projects they are more familiar with the County's requirements.

RESOLUTION

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

1. Approving the professional service agreement with Cardno, Inc. in an amount not-to-exceed \$43,393 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; and
2. Approving the professional service agreement with Cardno, Inc. in an amount not-to-exceed \$41,362 for the assessment, removal, and disposal of ash and debris in 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.

Approved at a Regular Meeting of the St. Helena City Council on August 10, 2021 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafofopoulos, City Clerk

STH Contract: FY 2021-

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 Cardno, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as an assessment, removal, and disposal of ash and debris in the permanganate building located just south of the City's Bell Canyon Reservoir dam. Also includes the removal of steel doors and steel exterior vents.

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 \$41,362 (Forty-One Thousand and Three Hundred Sixty-Two Dollars), 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

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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

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City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.
- D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. Primary Coverage. For any claims related to this contract the Consultants insurance

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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

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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

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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

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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

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provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

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

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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 manner 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 17 – 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-entities 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 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

To City: City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574
Attn: Mark T. Prestwich, City Manager

To Consultant:

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Cardno, Inc.
1310 Redwood Way, Ste. C
Petaluma, California 94954
Attn: Vincent Battaglia, Senior Project Manager

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

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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 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of 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 31 – LABOR CODE REQUIREMENTS

A. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole

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responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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 DIR against Consultant or any subconsultant."

SECTION 32 – FEDERAL FUNDING REQUIREMENTS.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

- a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- b. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control."

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

Consultant:

City:

By: James Chappell
 Name: Jim Chappell
 Title: Sr. Principal

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

Approved as to Form:

By: _____
 Name: Ethan Walsh
 Title: City Attorney

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Exhibit A **“Scope of Services”**

Scope

On September 27, 2020, the Glass Fire began in the early morning hours near the intersection of Crystal Spring Road and North Fork Crystal Springs Road, in un-incorporated St. Helena. As a result, the City of St. Helena, that day, proclaimed the existence of a local emergency due to the rapid progression of the Glass Fire incident which affected Napa and Sonoma counties.

The Glass Fire burned the permanganate building located just south of the City’s Bell Canyon Reservoir dam. The City of St. Helena has an urgent need for the assessment, removal, and disposal of ash and debris in the permanganate building in Bell Canyon because of the close proximity the hazardous material is to Bell Creek.

Project Understanding

Cardno will provide environmental consulting and construction services for the assessment, removal, and disposal of ash and debris for one water treatment building, which was damaged by the Glass Wildfire at the site. Acting in accordance with Napa County’s DAR Plan, the work will include completing and submitting Napa County’s DAR Plan for the site and performing a Phase I and Phase II scope of work. The Phase I work consists of performing air monitoring to confirm the site does not exhibit hazardous air conditions, an asbestos and household hazardous waste (HHW) survey including sampling for potential asbestos containing materials (ACM), and obtaining a laboratory analysis report for the asbestos samples. If ACM or HHW are found at the site, the Phase I work will include the removal and disposal of these materials. ACM and HHW will have to be removed and disposed of prior to initiating Phase II work. The Phase I work also includes preparing and submitting the Phase I Report to the Napa County PBES Department. If no ACM or HHW are reported during the Phase I work, the Phase II work will consist of mobilization, removal and disposal of the ash and debris, removal and disposal of the steel doors (exterior and interior doors) and steel exterior vents associated with the water treatment building, and scraping approximately 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the exterior of the building, and disposing the scraped soils. After scraping the soils, confirmation soil samples will be collected for laboratory analysis to confirm the ash and debris from the building has been removed from the soils in the area outside of the building. A final site inspection will be performed with a Napa County PBES building inspector. After the on-site work is completed the Self-Certification Completion Form and Phase I and Phase II Report will be submitted to Napa County PBES. Specific items to be completed in the Phase I and Phase II scope of work are detailed in the following budget.

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Description of Work

Phase I:

- Review and complete Napa County's DAR Application and Plan.
- Prepare the Site Health and Safety Plan.
- Perform air-monitoring clearance.
- Asbestos sampling and analysis.
- If ACM is found, removal and disposal of ACM.
- Household Hazardous Waste Survey.
- If HHW is found, removal and disposal of HHW.
- Prepare and submit the Phase I Report to Napa County PBES Department.

Phase II:

- Mobilization activities.
- Removal and disposal of the ash and debris inside the water treatment building, if non-hazardous.
- Removal and disposal of the steel doors (exterior and interior doors) and steel exterior vents.
- Scrape 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the exterior of the building and disposal of the scraped soil.
- Collect approximately four soil samples for soil confirmation analysis.
- Submit soil samples to a state-certified laboratory, under chain-of-custody protocol, with a standard turn-around-time for the following analyses:
 - Title 22 Metals TTLC by EPA Method 8010B.
 - TCLP Extraction by EPA Method 1311.
- Final site inspection with the Napa County Building Inspector.
- Prepare and submit the Napa County PBES Self-Certification Form and Phase II Report to Napa County PBES Department.

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The clarifying proposal assumptions are listed below:

- The scope of work does not include costs for removal and disposal of hazardous materials other than ACM and HHW.
- The ash and debris inside the water treatment building is assumed to be non-hazardous waste, and the waste will carry no Resource Conservation and Recovery Act (RCRA)-Hazardous "Listed" (F,K,P, or U) waste codes.
- The ash and debris inside the water treatment building are assumed to not be RCRA or CA non-RCRA hazardous waste.
- Sampling and analysis of potential hazardous materials other than ACM is not included in the scope of work.
- Removal and disposal of framing and steel beams associated with the building are not included in the scope of work.
- The existing building walls and concrete slab will remain in-place. Demolition, removal, and disposal of existing building walls and concrete slab are not included in the scope of work.
- The City will inspect the existing building structure, walls, and concrete slab, and provide Napa County PBES Department a letter from a California Registered Civil or Structural Engineer certifying the building structure, walls, and concrete slab are in good condition and fit for future use.
- Work on the building utilities and/or utility conduits is not included in the scope of work.
- Electrical service to the building has been disconnected by Pacific Gas and Electric (PG&E). Communication utilities have been disconnected.
- Road conditions are accessible for construction activities, including for the waste container pickup.
- 811 notification and utility markout will not be performed.
- Profiling of the waste is not required and the waste will be accepted by disposal facilities using the approved DAR Plan.
- Work can be completed in Level C and/or Level D personal protective equipment.
- An on-site laydown yard will be available for equipment and materials to be securely stored.
- The City will install and maintain stormwater pollution prevention best management erosion and sediment practices (BMPs) for the project.
- After excavation activities around the exterior of the building the area will be graded level.
- Water will be made available for dust control and clean-up activities.
- Site is secured and no security is required.
- Schedule includes 9 hours per day on site Monday through Friday

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Exhibit B
“Compensation”

Phase I	Task Description	Cost
Task 1:	Prepare and Submit Napa County's DAR Application and Plan	\$1,280
Task 2:	Prepare the Site Health and Safety Plan and Site Air Monitoring Clearance	\$2,685
Task 3:	Asbestos and HHW Survey and Asbestos Sampling	\$1,191
Task 4:	Laboratory Analysis of Asbestos Samples	\$347
Task 5:	If ACM is found, Removal and Disposal of ACM	\$4,766
Task 6:	If HHW is found, Removal and Disposal of HHW	\$6,681
Task 7:	Phase I Reporting	\$2,950
Total Phase I Budget		\$19,900

Phase II	Task Description	Cost
Task 1:	Mobilization Activities	\$3,160
Task 2:	Labor for the Removal and Disposal of Ash and Debris and Steel Doors and Vent Screens, Soil Scraping and Soil Disposal, and Soil Confirmation Sampling	\$9,925
Task 3:	Equipment, Materials, and Expenses for the Removal and Demolition, of Ash and Debris, Steel Doors, and Steel Vent Screens	\$4,249
Task 4:	Laboratory Analysis of Soil Confirmation Samples	\$418
Task 5:	Final Site Inspection with Napa County Building Inspector	\$760
Task 6:	Phase II Reporting	\$2,950
Total Phase II Budget		\$21,462
Total Project Budget		\$41,362

The total Phase I and Phase II estimated budget for the water treatment building scope of work described in this proposal is \$41,362. The work will be billed as lump sum per the attached Cardno proposed fee schedule. The fee schedule rates are from Cardno's Master Service Agreement with the City, and for this effort two labor rates, CADD/Drafting/GIS Consultant and Project Coordinator, have been discounted. Upon the City's request, Cardno will provide a detailed project budget.

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Proposed Fee Schedule

Cardno's schedule of fees, including all reimbursable fees and expenses, is presented below in Table 1.

Table 1. Schedule of Fees

Classification / Description	Rate
Field Technician	\$70
Project Coordinator	\$85
Senior Project Coordinator	\$105
Technical Editor/Production Specialist	\$105
CADD/Drafting/GIS Consultant	\$100
Assistant Staff Consultant	\$95
Staff Consultant	\$110
Senior Staff Consultant	\$120
Project Consultant	\$145
Senior Project Consultant 1	\$160
Senior Project Consultant 2	\$185
Senior Consultant 1	\$210
Senior Consultant 2 / Principal	\$245
Technical Director	\$275

Consultant and director positions include professional scientist, ecologist, economist, engineer, hydrogeologist, geologist, planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates are subject to increase annually. Discounts may be available based on volume and/or early payment terms.

Expenses: Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other costs identifiable to an assignment will be charged at cost plus 10 percent.

Payment: Cardno invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Conditions: Cardno specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

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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 Cardno, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as the demolition and disposal of one steel bullet trap located at the City's Bell Canyon Reservoir Shooting Range.

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 \$43,393 (Forty-Three Thousand and Three Hundred Ninety-Three Dollars), 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,

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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.

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SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

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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

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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.

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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

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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.

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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 expressly in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

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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 17 – 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-entities 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 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

To City: City of St. Helena
 1572 Railroad Avenue
 St. Helena, California 94574
 Attn: Mark T. Prestwich, City Manager

To Consultant: Cardno, Inc.
 1310 Redwood Way, Ste. C
 Petaluma, California 94954

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Attn: Vincent Battaglia, Senior Project Manager

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

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SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that 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.

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SECTION 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of 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 31 – LABOR CODE REQUIREMENTS

A. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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.

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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 DIR against Consultant or any subconsultant.”

SECTION 32 – FEDERAL FUNDING REQUIREMENTS.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

b. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.”

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

Consultant:

City:

By: James Chappell
Name: Jim Chappell
Title: Sr. Principal

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

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

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Exhibit A

“Scope of Services”

Scope

On September 27, 2020, the Glass Fire began in the early morning hours near the intersection of Crystal Spring Road and North Fork Crystal Springs Road, in un-incorporated St. Helena. As a result, the City of St. Helena, that day, proclaimed the existence of a local emergency due to the rapid progression of the Glass Fire incident which affected Napa and Sonoma counties.

The Glass Fire smoldered the rubber inside the Bell Canyon gun range bullet trap. The County of Napa has recommended to remove the bullet trap due to the hazardous material inside. The City of St. Helena has an urgent need to remove the gun range bullet trap in Bell Canyon because of the close proximity the hazardous material is to the watershed.

Project Understanding

Cardno will provide environmental consulting and construction services for the assessment, demolition, and disposal of one steel framed bullet trap filled with ash and debris from burnt rubber tire cuttings, which was damaged by the Glass Wildfire at the site. Acting in accordance with Napa County’s DAR Plan, the work will include completing and submitting Napa County’s DAR Plan for the site and performing a Phase I and Phase II scope of work. The Phase I work consists of performing air monitoring to confirm the site does not exhibit hazardous air conditions, an asbestos and household hazardous waste (HHW) survey including, sampling for potential asbestos containing materials (ACM) and the rubber tire cuttings ash and debris for waste profiling, and obtaining a laboratory analysis report for the asbestos survey and ash and debris. If ACM is identified within the structure, or if the analytical results indicate the ash and debris are hazardous waste, the Phase I work will include the removal and disposal of these materials. ACM and hazardous materials will have to be removed and disposed of prior to initiating Phase II work. The Phase I work also includes preparing and submitting the Phase I Report to the Napa County PBES Department. If no ACM or hazardous materials are reported during the Phase I work, the Phase II work will consist of mobilization, disposal of the ash and debris, demolition and disposal of the steel bullet trap structure, and scraping approximately 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the exterior of the bullet trap’s concrete slab, and disposal of the scraped soils. After scraping the soils, confirmation soil samples will be collected for laboratory analysis to confirm the ash and debris from the bullet trap structure has been removed from the adjacent soils. A final site inspection will be performed with a Napa County PBES building inspector. After the on-site work is completed the Self-Certification Completion Form and Phase I and Phase II Report will be submitted to Napa County PBES. Specific items to be completed in the Phase I and Phase II scopes of work are detailed in the following budget.

STH Contract: FY 2021-

Description of Work

Phase I:

- Review and complete Napa County's DAR Application and Plan.
- Prepare the Site Health and Safety Plan.
- Perform air-monitoring clearance.
- Collect ash and debris samples and submit them to a state-certified laboratory, under chain-of-custody protocol, with a standard turn-around-time for the following analyses:
 - Full list of volatile organic compounds (VOCs) by EPA Method 8260B.
 - Full list of semi-VOCs by EPA Method 8270C.
 - Title 22 Metals TTLC by EPA Method 8010B.
 - Full list of dioxins by EPA Method 8290 (15 business day turnaroundtime)
- If ash and debris from the burnt rubber tire cuttings are hazardous waste, removal and disposal of hazardous waste.
- Asbestos survey and sampling and analysis.
- If ACM is found, removal and disposal of ACM
- Prepare and submit the Phase I Report to Napa County PBES Department.

Phase II:

- Mobilization activities.
- Remove and dispose of the burnt rubber tire cuttings ash and debris, if non-hazardous.
- Demolish the steel framed bullet trap and recycling of the steel.
- Scrape 3 to 6 inches (depth) of soil, approximately 3 feet wide, around the bullet trap concrete slab and disposal of the scraped soil.
- Collect approximately four soil samples for soil confirmation analysis.
- Submit soil samples to a state-certified laboratory, under chain-of-custody protocol, with a standard turn-around-time for the following analyses:
 - Title 22 Metals TTLC by EPA Method 8010B.
 - TCLP Extraction by EPA Method 1311.
- Final site inspection with the Napa County Building Inspector.
- Prepare and submit the Napa County PBES Self-Certification Form and Phase II Report to Napa County PBES Department.

STH Contract: FY 2021-

The clarifying proposal assumptions are listed below:

- The scope of work does not include costs for abatement and disposal of hazardous materials other than ACM and ash and debris from the burnt rubber tire cuttings.
- Sampling and analysis of potential hazardous materials other than ACM and the ash and debris are not included in the scope of work.
- 811 notification and utility markout will not be performed.
- Road conditions are accessible for the construction activities including waste container pickup.
- No unspent gunpowder or live ammunition rounds are present in the debris and ash waste from the burnt rubber tire cuttings.
- The clean-up of spent bullet casings in the area of the bullet trap are not included in the scope of work.
- Profiling of waste is not required and waste will be accepted by disposal facilities using the approved DAR Plan.
- Work can be completed in Level C and/or Level D personal protective equipment.
- An on-site laydown yard will be available for equipment and materials to be securely stored.
- The City will install and maintain stormwater pollution prevention best management erosion and sediment practices (BMPs) for the project.
- Demolition, removal, and disposal of the existing bullet trap's concrete slab is not included in the scope of work.
- The City will inspect the existing bullet trap's concrete slab and provide Napa County PBES Department a letter from a California Registered Civil or Structural Engineer certifying the concrete slab is in good condition and is fit for future use.
- After soil excavation activities around the bullet trap's concrete slab the area will be graded level.
- Water will be made available for dust control and clean-up activities
- Site is secured and no security is required.
- Schedule includes 9 hours per day onsite Monday through Friday.

STH Contract: FY 2021-

Exhibit B
“Compensation”

Phase I	Task Description	Cost
Task 1:	Prepare and Submit Napa County's DAR Application and Plan	\$1,280
Task 2:	Prepare the Site Health and Safety Plan and Site Air Monitoring Clearance	\$1,349
Task 3:	Asbestos and Ash and Debris Sampling	\$1,426
Task 4:	Laboratory Analysis of Asbestos and Ash and Debris Samples	\$1,097
Task 5:	If ACM is found, Removal and Disposal of ACM	\$4,766
Task 6:	If Ash and Debris are Hazardous Waste, Removal & Disposal of Ash & Debris	\$6,681
Task 7:	Phase I Reporting	\$2,950
Total Phase I Budget		\$19,549

Phase II	Task Description	Cost
Task 1:	Mobilization Activities	\$3,490
Task 2:	Labor for the Demolition, Soil Scraping and Soil Sampling, and Disposal of the Bullet Trap	\$8,120
Task 3:	Equipment, Materials, and Expenses for the Demolition, and Disposal of the Bullet Trap	\$8,106
Task 4:	Laboratory Analysis of Soil Confirmation Samples	\$418
Task 5:	Final Site Inspection with Napa County Building Inspector	\$760
Task 6:	Phase II Reporting	\$2,950
Total Phase II Budget		\$23,844
Total Project Budget		\$43,393

The total Phase I and Phase II estimated budget for the bullet trap analysis, demolition, and disposal scope of work described in this proposal is \$43,393. The work will be billed as lump sum per the attached Cardno proposed fee schedule. The fee schedule rates are from Cardno's Master Service Agreement with the City, and for this effort two labor rates, CADD/Drafting/GIS Consultant and Project Coordinator, have been discounted. Upon the City's request, Cardno will provide a detailed project budget.

STH Contract: FY 2021-

Proposed Fee Schedule

Cardno's schedule of fees, including all reimbursable fees and expenses, is presented below in Table 1.

Table 1. Schedule of Fees

Classification / Description	Rate
Field Technician	\$70
Project Coordinator	\$85
Senior Project Coordinator	\$105
Technical Editor/Production Specialist	\$105
CADD/Drafting/GIS Consultant	\$100
Assistant Staff Consultant	\$95
Staff Consultant	\$110
Senior Staff Consultant	\$120
Project Consultant	\$145
Senior Project Consultant 1	\$160
Senior Project Consultant 2	\$185
Senior Consultant 1	\$210
Senior Consultant 2 / Principal	\$245
Technical Director	\$275

Consultant and director positions include professional scientist, ecologist, economist, engineer, hydrogeologist, geologist, planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates are subject to increase annually. Discounts may be available based on volume and/or early payment terms.

Expenses: Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other costs identifiable to an assignment will be charged at cost plus 10 percent.

Payment: Cardno invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Conditions: Cardno specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.



Report to the City Council
Regular City Council - 10 Aug 2021

Agenda Section: OLD BUSINESS

Subject: Discussion and Direction Regarding Analysis of Select Non-Residential Water Customer Categories (Churches/ Cemeteries, City, Schools)

**CEQA Exempt
Determination:**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Implementation of the City's Phase II water emergency has established water conservation measures for City water customers and raised new questions about how the requirements apply to different types of water customers.

At the Council Meeting of July 27, 2021, the City Council requested City staff analyze select non-residential water customer categories (e.g. churches/cemeteries, City, and schools) to consider possible adjustments to conservation allotments to make rations more equitable across customer bases.

DISCUSSION

Staff reviewed June and July 2021 water usage data for churches/cemeteries, City, and school accounts. In June 2021, excluding dedicated irrigation meters, the data identified 51 individual meters that used 2.029 million gallons of water. Under the Phase II water emergency, these non-residential accounts are required to use 10% less than their average water use during the three preceding non-shortage years by month. For the current calculations, the following years were used: 2017, 2018, and 2019. This baseline for determining allocations commercial, industrial, institutional users also applies in Phase III.

Sixteen of the 51 June accounts were subject to penalties for exceeding their 10% conservation requirement; however, five of the meters experienced leaks which accounted for \$119,808.40 of the \$137,575.25 of the penalties associated with the 51 accounts.

The following tables, excluding the leak accounts, summarize the consumption and associated penalties by customer category for June and July. In addition to noting the penalties associated with the 10% conservation factor, the table illustrates how the penalties would change if a conceptual 25% conservation factor was applied.

June 2021 Allocation and Penalty Comparison

Classification	June 2021 Consumption (HCF)	10% Reduction (HCF)	10% Reduction Penalty	25% Reduction (HCF)	25% Reduction Penalty	June 2021 Conservation compared to 3-Year Average
Cemetery/Churches	185.86	184.26	\$4,679.00	153.55	\$7,703.10	9.2%
City Owned Buildings/Properties	658.87	1,475.31	\$3,705.60	1,229.43	\$4,735.90	59.8%
Schools	739.26	811.23	\$9,382.25	676.03	\$12,221.95	18.0%
Totals	1,583.98	2,470.80	\$17,766.85	2,029.00	\$24,660.95	42.3%

1) Accounts appearing on the leak report were excluded from the data.

2) Cemetery/Churches includes 12 accounts, 4 of which were over their allocation.

3) City Owned Buildings/Properties includes 24 accounts, 5 of which were over their allocation.

4) Schools includes 10 accounts, 3 of which were over their allocation.

July 2021 Allocation and Penalty Comparison

Classification	July 2021 Consumption (HCF)	10% Reduction (HCF)	10% Reduction Penalty	25% Reduction (HCF)	25% Reduction Penalty	July 2021 Conservation compared to 3-Year Average
Cemetery/Churches	210.15	216.90	\$5,103.05	180.75	\$7,946.80	12.8%
City Owned Buildings/Properties	333.92	1763.00	\$436.55	1,469.17	\$867.45	83.0%
Schools	659.74	822.30	\$156.50	685.25	\$660.85	27.8%
Totals	1,203.80	2,802.20	\$5,696.10	2,335.17	\$9,475.10	61.3%

1) Accounts appearing on the leak report were excluded from the data.

2) Cemetery/Churches includes 12 accounts, 4 of which were over their allocation.

3) City Owned Buildings/Properties includes 24 accounts, 3 of which were over their allocation.

4) Schools includes 10 accounts, 3 of which were over their allocation.

FISCAL IMPACT

Described in report.

RECOMMENDED ACTION

Provide direction to the City Manager.

<i>Comparison of June Water Conservation</i>			
Category	June 3-Year Average Water Use	June 2021 Water Use	Conservation from Prior Year
Commercial - General	7,003.00	7,063.00	-0.86%
Industrial	6,799.67	5,509.00	18.98%
Hotels/Motels	2,402.33	1,438.00	40.14%
Library /Schools	1,424.67	1,470.00	-3.18%
Churches	136.00	544.00	-300.00%
City Owned Buildings	1,257.00	657.00	47.73%
TOTALS	19,022.67	16,681.00	12.31%

Category	June 2020 Water Use	June 2021 Water Use	Conservation from Prior Year
Residential Classification	42,509.00	35,894.00	15.56%
TOTALS	42,509.00	35,894.00	15.56%

<i>June Summary</i>			
Residential	42,509.00	35,894.00	15.56%
Non Residential	19,022.67	16,681.00	12.31%

<i>Comparison of July Water Conservation</i>			
Category	July 3-Year Average Water Use	July 2021 Water Use	Conservation from Prior Year
Commercial - General	8,950.33	7,154.00	20.07%
Industrial	7,834.67	5,946.00	24.11%
Hotels/Motels	2,422.33	1,712.00	29.32%
Library /Schools	1,916.67	1,229.00	35.88%
Churches	170.00	392.00	-130.59%
City Owned Buildings	1,467.00	336.00	77.10%
TOTALS	22,761.00	16,769.00	26.33%

Category	July 2020 Water Use	July 2021 Water Use	Conservation from Prior Year
Residential Classification	44,557.00	31,378.00	29.58%
TOTALS	44,557.00	31,378.00	29.58%

<i>July Summary</i>			
Residential	44,557.00	31,378.00	29.58%
Non Residential	22,761.00	16,769.00	26.33%



Report to the City Council
Regular City Council - 10 Aug 2021

Agenda Section: NEW BUSINESS

Subject: Review and Forecasting of City Water Supply Availability

**CEQA Exempt
Determination:**

Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena publishes a monthly water report on the City website (www.cityofstheleena.org/publicworks/page/water-reports). The report includes the amount of water produced at the Louis Stralla Water Plant, the Stonebridge Potable Wells, and Napa Water. In addition to presenting data on the amount delivered monthly, the report includes year-to-date information and prior year data. Water elevation and capacity at the Bell Canyon Reservoir is included as well as information on rain and temperatures.

On April 27, 2021, the City Council adopted an Urgency Ordinance updating the regulatory requirements for commercial, industrial, and institutional users due to the seasonal nature of their water use. Beginning in June 2021, the updated Phase II allocation for commercial, industrial, and institutional users is 10% less than that user's average water use during the three preceding non-shortage years by month. For current calculations the following years are being used: 2017, 2018, and 2019. This baseline for determining allocations for commercial, industrial, and institutional users also applies in Phase III.

The Urgency Ordinance also updated 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 the subsequent May 1st, after making conservative assumptions

regarding rainfall during the rainy season based on recent data. The change to the standard allows the City to take into account potentially very low rainfall during the rainy season, and less than full replenishment of the City's water supply storage.

At the City Council meeting of July 27, 2021, the City Council requested City staff enhance the monthly water report to include a forecast of available water supply, consistent with the recently adopted Urgency Ordinance. This request is consistent with the City's Fiscal Year 2021-22 Council Goal to develop a Comprehensive Water Security Framework, and the recently developed Framework that includes a goal to "Maximize Conservation During Water Emergency" and subtask 1C to "provide customers with comparison of actual vs. projected water demand" as well as Framework Goal Improve Consumer Satisfaction and Confidence" and subtask 3C to "pursuant additional analytical tools to improve consumer confidence."

DISCUSSION

The City's Phase II Water Emergency underscores the importance of enhancing the City's analytical forecasting tools and public reports. In recent months, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. At the time of preparation of this report, City staff is preparing the July 1-30, 2021 month report report and plans to share this data at the meeting of August 10, 2021.

FISCAL IMPACT

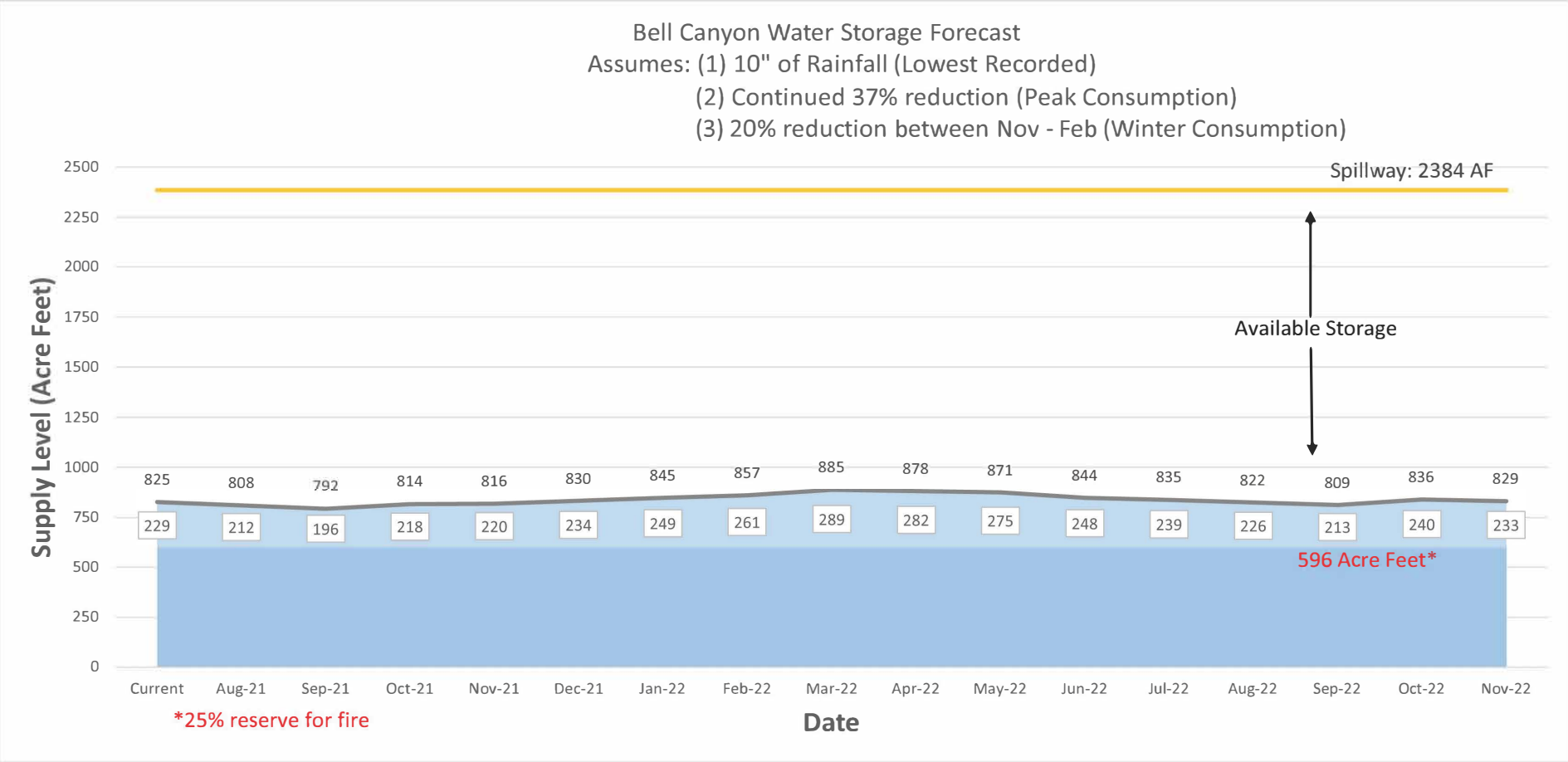
Not applicable.

RECOMMENDED ACTION

Provide direction to the City Manager.

ATTACHMENTS

[Storage in Bell Canyon Graph with Spillway Info v4](#)
[MWR July 1-30 2021 Draft](#)



CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC ☒ X PC ☒ X FILE _____
 RECEIVED: _____ BY: _____

July 1 - 31, 2021

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
END OF PERIOD in Million Gallons					
BEGINNING OF PERIOD in Million Gals					
AMOUNT PRODUCED in MG	6.4079	16.8300	0.0000	18.1442	-0.4656
PERCENT	15.7%	41.1%		44.3%	-1.1%

WATER DELIVERY (AGGREGATE)

	THIS FY	LAST FY
TOTAL DELIVERY THIS PERIOD	41.382 MG	65.690 MG
MAXIMUM DAILY DELIVERY	2.105 MG	2.522 MG
MINIMUM DAILY DELIVERY	0.535 MG	0.652 MG
AVERAGE DAILY DELIVERY	1.591 MG	1.990 MG

WATER YEAR TOTALS

	THIS FY	%	LAST FY	%
LOUIS STRALLA WATER PLANT	19.60 AF	15.4%	81.85 AF	40.6%
NAPA WATER	55.70 AF	43.9%	59.60 AF	29.6%
STONEBRIDGE POTABLE WELLS	51.60 AF	40.7%	60.14 AF	29.8%
TOTAL WATER DELIVERY (ALL)	126.90 AF	100.0%	201.59 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST FY
STONEBRIDGE APARTMENTS	0.4438 MG/July 2- 30	.4824 MG
NAPA VALLEY COLLEGE	0.1277 MG/July 2-30	.1831 MG

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FY	LAST FY
ELEVATION BELL CANYON RESERVOIR	397.61 FT.	405.14 FT.
MONTHLY RISE OR DROP	-1.51 FT.	-2.04 FT.
CAPACITY AT END OF PERIOD	259.254 MG	402.540 MG
PERCENT OF FULL CAPACITY	33.0 %	51.8 %
RAINFALL IN THIS PERIOD	0.00 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	0 IN	0 IN

TEMPERATURES

	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	102-58	103-54
AVERAGE	77	86

REMARKS

City of Napa Water Delivery on Target: Yes

DISCLAIMER: The data presented in this report is approximate and for informational purposes only. Updates will be provided if any errors are identified.