



City of St. Helena
Regular City Council Meeting
Tuesday, September 28, 2021 @ 6:00 PM
Published: Wednesday, September 22, 2021
4:37 PM

NEW: Where start times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

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/83531340669>

Or One tap mobile :

US: +16699006833,,83531340669# or +13462487799,,83531340669#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 835 3134 0669

International numbers available: <https://us02web.zoom.us/j/kc874gcPmN>

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Ciudad de Santa Helena Reunión Especial del Ayuntamiento 28 de Septiembre 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/83531340669>

O por iPhone one-tap:

US: +16699006833,,83916598506# or +12532158782,,83916598506#

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: 839 1659 8506

International numbers available: <https://us02web.zoom.us/j/kc874gcPmN>

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

Estimated start time: 6:05 p.m.

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.

Estimated start time: 6:10 p.m.

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.

Estimated start time: 6:25 p.m.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1. Blue Zone Presentation by Joaquin Razo

15 - 22

Estimated start time: 6:35 p.m.

[Blue Zone Presentation by Joaquin Razo](#)

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)

Estimated start time: 6:45 p.m.

- 9.1. Quarterly Grant Report for FY 2021 Q4, for the period ending June 30, 2021 (~~Staff report forthcoming~~ Provided 9-24-21)

23 - 31

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
Recommendation:  
Receive and file report.

[Staff Report - Pdf](#)

- 9.2. Consideration and proposed approval of Regular Meeting Minutes of September 14, 2021. (~~Minutes forthcoming~~ Provided 9-24-21) 33 - 42

CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaopoulos, City Clerk  
Recommendation:  
Adopt

[09-14-21 Regular City Council - Minutes](#)

- 9.3. Consideration of approval of a Resolution approving out-of-state travel for Dispatch/Records Supervisor Maria Gonzalez, to attend the 40 hour RIMSCON 2021 Training in Stateline Nevada, from Monday, October 11, 2021 to Friday, October 15, 2021. 43 - 49

CEQA Determination: Not a CEQA project  
Prepared By: Chris Hartley, Chief of Police  
Recommendation:  
Approve the attached resolution.

[Staff Report - Pdf](#)

- 9.4. Consideration and Approval of a Resolution approving a Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District Regarding Funding for a School Resource Officer through June 30, 2022. 51 - 57

CEQA Determination: Exempt  
Prepared By: Mark T. Prestwich, City Manager  
Recommendation:  
Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 9.5. Consideration and Proposed Approval of: (1) Amendment #1 to STH Contract: FY2022-003 with MarinIT for an additional \$31,384.24 to provide Cyber Security and Network Monitoring services for a total not-to-exceed amount of \$201,466.62; (2) budget increase to 101-4320-2150 in an amount of \$23,538.15 and use of General Fund Reserves of the same; (3) budget increase to 561-4320-2150 in an amount of \$4,707.64 and use of Water Fund Balance of the same; (4) budget increase to 571-4320-2150 in an amount of \$3,138.45 and use of Wastewater Fund Balance of the same; and (5) authorizing the City Manager to execute Amendment #1 to STH Contract: FY2022-003. 59 - 93

CEQA Determination: Not a CEQA project  
Prepared By: April Mitts, Administrative Services Director  
Recommendation:  
Staff recommends approval of the attached Resolution.

[Staff Report - Pdf](#)

- 9.6. Consideration of Approval of Resolution Authorizing Temporary Closure of Hunt Avenue Between November 22, 2021 and January 3, 2022 for St. Helena Chamber of Commerce Holiday Art Installation 95 - 111
- CEQA Determination: Not a CEQA project  
 Prepared By: Mark T. Prestwich, City Manager  
 Recommendation:  
 Approve Resolution Authorizing Temporary Closure of Hunt Avenue Main Street and Railroad Avenue between November 22, 2021 and January 3, 2022.  
[Staff Report - Pdf](#)  
[Public Comment. James Wickesberg](#)  
[Public Comment. Kiersten Firquain](#)  
[Public Comment. Linsey Gallagher](#)  
[Public Comment. Patrick Rue](#)  
[Public Comment. Cynthia Ariosta](#)  
[Public Comment. Fran Heit](#)
- 9.7. Consideration and Proposed Approval of a Resolution Authorizing: (1) One-Time Employee Retention Payment in an amount of \$1,800 for current, full-time staff and \$500 for current, part-time staff; and (2) a budget increase to: 101-4000-2020 in an amount of \$133,900 and use of General Fund reserves of the same. 113 - 116
- CEQA Determination: Not a CEQA project  
 Prepared By: April Mitts, Administrative Services Director  
 Recommendation:  
 Approve the attached resolution.  
[Staff Report - Pdf](#)
- 9.8. August 2021 Review and Forecasting of City Water Supply Availability 117 - 121
- CEQA Determination: Exempt  
 Prepared By: Martin Beltran, Management Analyst  
 Recommendation:  
 Receive and file.  
[Staff Report - Pdf](#)
10. PUBLIC HEARINGS
- 10.1. Public Hearing to report on activities related to the 723 Hunt Avenue Acquisition Project funded through the Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program grant No. 21-CDBG-HK-00001 and closeout of the project (Staff report forthcoming Provided 9-24-21) 123 - 124
- CEQA Determination: Not a CEQA project  
 Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
 Recommendation:  
 Complete Public Hearing.  
[Staff Report - Pdf](#)
11. OLD BUSINESS

- 11.1. Informational Presentation on CalPERS Investment Return for Fiscal Year 2020-21 and Impacts on City Finances (Presentation Forthcoming). 125 - 150
- Estimated start time: 7:05 p.m.
- CEQA Determination: Not a CEQA project  
 Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
 Recommendation:  
 Receive and file.  
[Staff Report - Pdf](#)  
[Pension Funding Presentation](#)
- 11.2. Quarter 1 Review of City of St. Helena 2021-22 Workplan Tasks 151 - 159
- CEQA Determination: Not a CEQA project  
 Prepared By: Preya Nixon, Asst. to the City Manager  
 Recommendation:  
 Receive and file.  
[Staff Report - Pdf](#)
- 11.3. In-person City Council, Boards, Commissions, and Committee Meetings Discussion 161 - 162
- Estimated start time: 8:00 p.m.
- CEQA Determination: Not a CEQA project  
 Prepared By: Cindy Tzaopoulos, City Clerk  
 Recommendation:  
 Discuss and provide direction.  
[Staff Report - Pdf](#)
12. NEW BUSINESS
- 12.1. Discussion and direction regarding a request from Council Member Hall to fly the POW flag beneath the California flag on the governmental flag pole in perpetuity. 163 - 171
- Estimated start time: 8:15 p.m.
- CEQA Determination: Not a CEQA project  
 Prepared By: Cindy Tzaopoulos, City Clerk  
 Recommendation:  
 Discuss and provide direction to the City Manager.  
[Staff Report - Pdf](#)  
[Public Comment. Mike Griffin](#)
13. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:
- 13.1. 

|                                                                                |
|--------------------------------------------------------------------------------|
| <b>October City Council Meetings:</b><br><b>10/12 (Staff reports due 9/24)</b> |
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| <b>10/25 (Staff reports due 10/8)</b>                                                                                                                                                                                                              |
| <b>Presentation</b>                                                                                                                                                                                                                                |
| 10/12 – Sexual Violence Awareness Proclamation                                                                                                                                                                                                     |
| 10/12 October 17-23, 2021 National Friends of Libraries Week                                                                                                                                                                                       |
| <b>STAFF BRIEFING:</b>                                                                                                                                                                                                                             |
| Move to November - Update on Waste Water Treatment Plant Upgrade Project (report every other month)                                                                                                                                                |
| <b>CONSENT:</b>                                                                                                                                                                                                                                    |
| Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)                                                                                                          |
| Blue Zone support resolution                                                                                                                                                                                                                       |
| <b>PH or OLD / NEW BUSINESS:</b>                                                                                                                                                                                                                   |
| 10/26 Business recovery - Direction was provided to City Manager Mark Prestwich to advance the initiatives presented and to schedule an informational item on the 21 temporary use permits that have been issued since the policy was established. |

14. **ADJOURNMENT**

The next Regular City Council meeting is scheduled for October 12, 2021, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on September 22, 2021. Republished 9-24-21



Cindy Tzaferopoulos, 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.

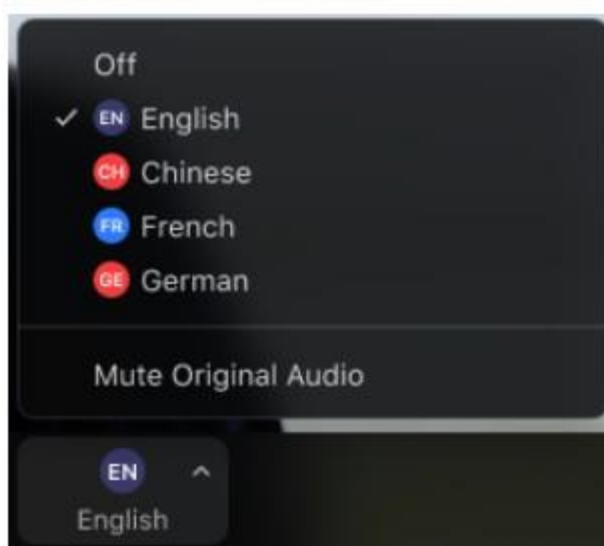
Cómo escuchar la interpretación de un idioma



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.



BLUE ZONES PROJECT

POWERED BY:



FOR A HEALTHIER UPPER NAPA VALLEY

CITY OF ST. HELENA COUNCIL MEETING | September 28, 2021

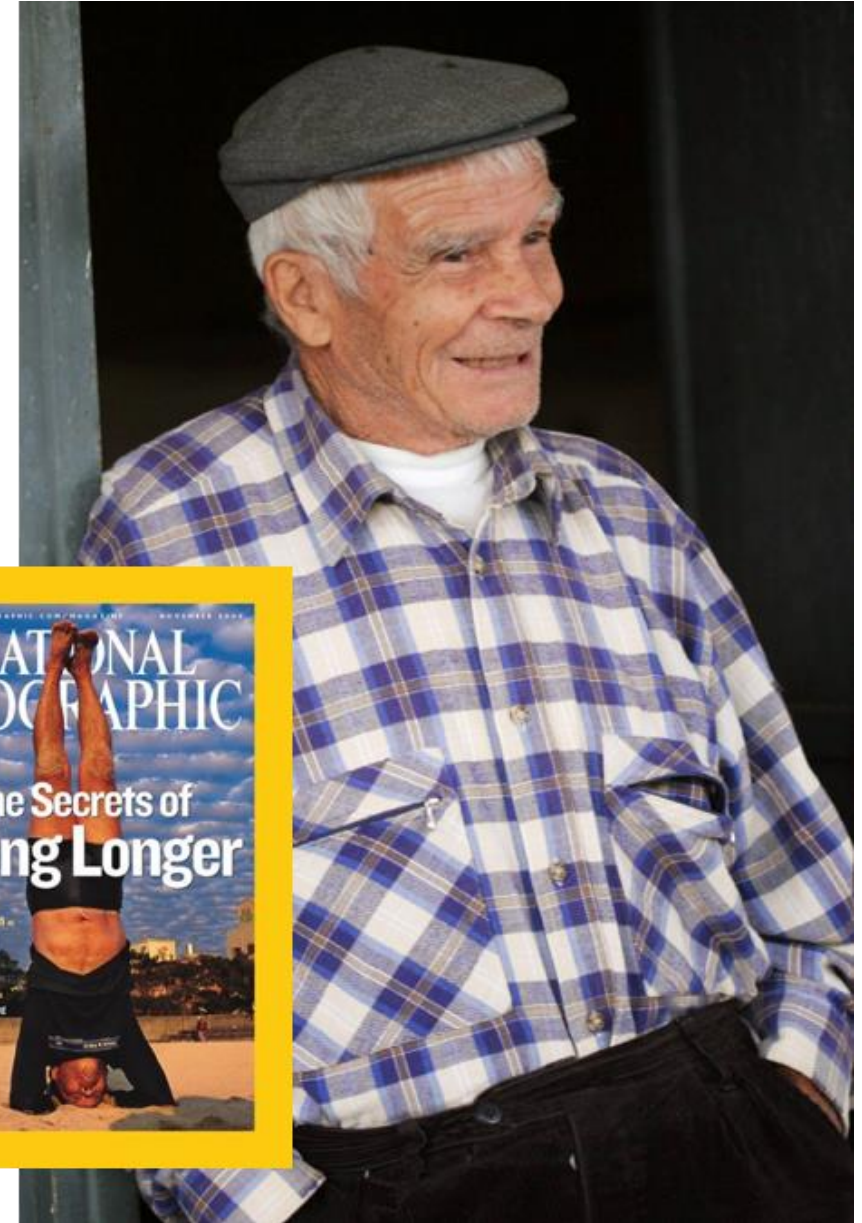


History of Blue Zones



It all began

with Dan Buettner's
20-year longevity study to find the
world's healthiest people.



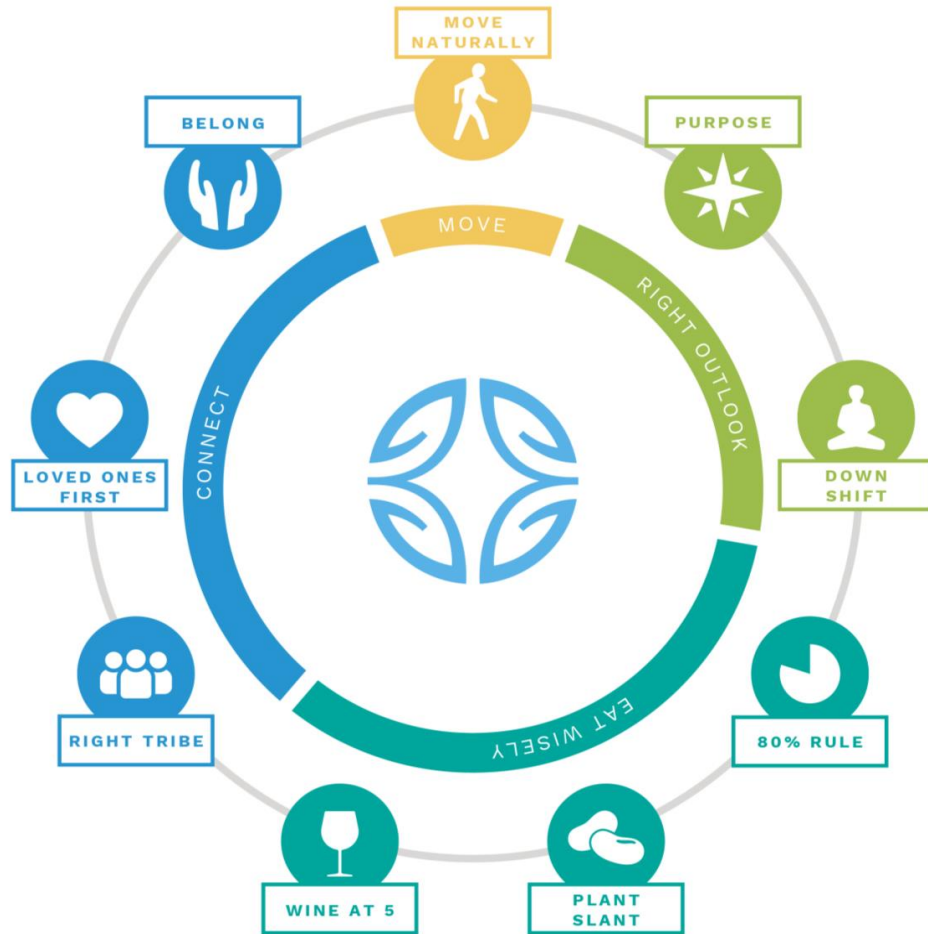
**The original
blue zones exist
all over the globe**



3x
more likely to
live to 100
Living on average
12 more
good years



Shared Traits of the Longest-Lived People



MOVE

1. Make daily physical activity an unavoidable part of your environment

RIGHT OUTLOOK

2. Know your purpose
3. Downshift: work less, slow down, take vacations

EAT WISELY

4. Eat until 80% full
5. More veggies, less meat & processed food
6. Drink a glass of red wine each day

CONNECT

7. Create a healthy social network
8. Connect/reconnect with Spirituality
9. Prioritize family

What is Blue Zones Project?

Blue Zones Project Upper Napa Valley is a community-wide, evidence-based approach to improve health and well-being in making healthier choices easier for everyone. When the entire community participates – from worksites and schools to our restaurants and grocery stores – small changes contribute to huge benefits for us all: lowered healthcare costs, improved productivity, and ultimately, a higher quality of life.

Life Radius®

Blue Zones Project works to improve what we call the life radius, the 5-10 miles around a person's home where they spend **the majority of their time.**

- People
- Policy
- Place



Blue Zones Project Upper Napa Valley Team

Joaquin Razo | Executive Director

Fabio Maia | Organization Lead

Naseem Moeel | Engagement Lead

Kelly Bond | Public Policy Advocate





Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: Quarterly Grant Report for FY 2021 Q4, for the period ending June 30, 2021

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report covers grant activity for the 4th Quarter of Fiscal Year (FY) 2021.

DISCUSSION

New Awarded Grant Applications in FY 2021 4th Quarter

The City of St. Helena received one new grant award during 4th Quarter of Fiscal Year 2021.

Agency	Project	Award
Housing and Community Development - CDBG	Acquisition of a 4-unit rental property at 723 Hunt Avenue to preserve a low income housing site.	\$1,514,360

Applications Pending

The City currently has 11 applications pending.

Agency	Project	Amount
CDBG - Hunt's Grove Parking Lot	Expansion and improvements for Hunt's Grove parking lot.	\$200,000

CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$71,053
CDBG-CV2 & 3 - Utility Assistance Program	Provide utility assistance to St. Helena residents.	\$200,000
CDBG - Planning Grant	Affordable Housing Feasibility Analysis.	\$204,170
CDBG - Public Services	Community Wellness and Mental Health Program	\$498,281
CDBG - Economic Development	Business Assistance Program	\$500,000
CalOES - HMGP: Spring Mountain Pump Station	Spring Mountain Pressure Zone Pump Station and Tank Improvements	\$1,739,963
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	\$728,438
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station Emergency Backup Power	\$257,380
CalOES - HMGP: Bell Canyon Intake Tower	Bell Canyon Intake Tower Improvements to existing intake tower and outlet valves	\$2,540,562
CalOES - HMGP: Defensible Space/Fuel Management	Defensible Space and Hazardous Fuels Reduction	\$1,866,680

CDBG: Hunts Grove Parking Lot Project - Funds will be used to expand and improve parking for Hunt's Grove Apartments to create space for an additional 12 parked cars. The total amount of requested funding is \$200,000. This project is currently on a waiting list.

CDBG-CV2 & 3: Childcare Scholarship Program - If the application is approved, additional funding will be awarded to the previously awarded CDBG-CV1 grant to provide childcare scholarships to income qualified families that have been impacted by COVID-19. The program will be administered by Community Resources for Children. The additional funding requested is \$71,053.

CDBG-CV2 & 3: Utility Assistance Program - Funding will be used to provide utility assistance for St. Helena residents that have been impacted by COVID-19. Assistance will be provided for up to three months and can be used for water, wastewater, gas, electric, telephone, and internet services. The program will be administered by UpValley Family Centers. The total amount of funding requested is \$200,000.

CDBG: Planning Grant - The funding will be used to conduct a sites feasibility analysis to compare various properties in the City for their affordable housing development potential. The total amount of requested funding is \$204,170.

CDBG: Public Services - Funding will be used for a Community Wellness & Mental Health Program for children, young adults, and families offering services that include outreach and prevention, education and case management, and mental health and substance use disorder treatment. The program will be administered by Aldea, Inc. The total amount of funding requested is \$498,281.

CDBG: Economic Development - Funding will be used for a Business Assistance Program for the purpose of establishing a business assistance revolving loan fund, which will provide flexible low interest forgivable loans to small and medium sized businesses in the City of St. Helena to offset the negative impacts of COVID-19 to assist with financial recovery and business expansion. The total amount of funding requested is \$500,000.

CalOES - HMGP: Spring Mountain Pump Station - Funding would be used to significantly improve the resiliency of the St. Helena water distribution system during a significant earthquake event by combining the two pumping stations into a signal facility built to modern standards. The total project amount is estimated at \$2,319,950, with \$1,739,963 requested in grant funding and \$579,987 as a required City match.

HMGP: Wastewater Treatment Plant Backup Power - Funding would be used to purchase and install emergency backup power at the Wastewater Treatment Plant that would provide sufficient power to the newly designed plant upgrade during power outages. The total project amount is estimated at \$971,250, with \$728,438 requested in grant funding and \$242,812 as a required City match.

CalOES - HMGP: Emergency Backup Power - Funding will be used to upgrade two existing City facilities with back-up power generation capabilities and will include the purchase of two fixed generators for the City Corporation Yard and the Crinella Pump Station. The total project amount is estimated at \$343,173, with \$257,380 requested in grant funding and \$85,793 as a required City match.

CalOES - HMGP: Bell Canyon Intake Tower - Funding will be used for improvements to existing infrastructure at the Bell Canyon Dam outlet facilities that will replace the existing intake tower and repairs to the outlet valves and piping at the downstream control house at the toe of the dam to improve resiliency during and meet seismic standards. The total project amount is estimated at \$3,387,416, with \$2,540,562 requested in grant funding and \$846,854 as a required City match.

CalOES - HMGP: Defensible Space and Fuel Management - Funding will be used to create defensible space around the locations identified as high fire risk in St. Helena by creating a buffer between the identified structures and grass, trees, shrubs, and wildland

areas that surround them. The proposed project will slow the rate of spread for future wildfires, making them more manageable and reducing damage to structures. The total project amount is estimated at \$2,488,906, with \$1,866,680 requested in grant funding and \$622,226 as a required City match.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$7.43 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CENIC on behalf of Califa	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied	\$ -	0.0%	The CENIC connection was completed in March 2019.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	Holding \$237,000 in retention until Conservation Easement is completed.
CalTrans/Federal - OBAG2	Main Street Pedestrian Improvements	\$1,206,000	\$351,000	0.0%	Planning and design continues on this project.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$135,000	\$ -	78.7%	The fourth grant disbursement of \$33,750 was received May 2021.
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$2,956	\$1,356	100.0%	

CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	0.9%	Project was delayed, but is anticipated to begin in early 2022.
Department of Justice	Prop 56 - Hire law enforcement officer to manage programs educating and enforcing issues of underage tobacco use.	\$393,514	\$ -	31.6%	Final claim was submitted by the reporting deadline.
Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000	\$159,990	59.9%	Project continues to progress as scheduled.
CalOES - HMGP	Purchase of generators and upgrading electrical panels to provide emergency backup power to City facilities.	\$485,392	\$161,797	52.2%	Generator Installation is complete. Project completion is pending final permitting at one site.
CalOES - PSPS Resiliency Allocation	Replace two generators at the treatment plants and purchase a roving generator.	\$300,000	\$ -	71.1%	Construction is in progress.
HCD - Local Early Action Planning (LEAP) Grant	Housing Element update to facilitate compliance with the 6th Regional Housing Needs	\$65,000	\$ -	44.3%	Contract was awarded in January 2021.

	Allocation (RHNA) cycle.				
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	\$120,000	\$ -	0.0%	Project was anticipated to start in 2021.
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	\$500,000	\$ -	0.0%	Funding is awaiting issuance of Standard Agreement.
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$74,484	\$ -	0.0%	Standard Agreement was issued 06/01/2021

Closed Out Grants

Grant	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
Department of Housing and Community Development - HOME	Home repairs for Low-Income individuals via 0% interest loans.	\$500,000	\$ -	89.6%	All project completion reports were received by HCD. Annual reports will continue to be submitted per the program requirements.
Environmental Protection Agency (EPA)	Upper York Creek Ecosystem Restoration	\$987,876	\$987,876	100.0%	Project closeout paperwork and final report was completed and submitted.
SF Bay Area Integrated Regional Water Management (IRWM)	Upper York Creek Ecosystem Restoration	\$800,000	\$1,174,119	100.0%	Project closeout paperwork and final report was completed and submitted.

Flood Projects

- Department of Water Resources (DWR) – Public Works staff is working on completing the conservation easement as a requirement of the DWR grant. Once completed, the City will receive \$237,000 still held by DWR.

Non-Profit Grant Funding

FY 2020/21: The grant application period was opened at the beginning of December 2019 and closed on February 14, 2020. The City received a total of 27 applications and a total of 11 applications were funded. The chart below identify the grant type, grantee, project description, award amount, and percent expended as of June 30, 2021.

Grant Type	Grantee	Project Description	Award Amount	Percent Expended
Community Enrichment	Friends of the Cameo	Drive-In Cinema	\$10,000	100.0%
Programmatic	Boys & Girls Club	Teen Center	\$30,000	100.0%
Programmatic	Collabria Care	UpValley Village Fee Waiver Program	\$6,000	90.0%
Programmatic	Mentis	Mentis Teens Connect Teen Mental Health	\$20,000	25.0%
Programmatic	Napa County Bicycle Coalition	Saint Helena Safe Streets	\$14,000	28.0%
Programmatic	Napa Valley Community Organizations	Back to School Community Preparedness Event	\$4,900	0.0%
Programmatic	Ole Health	Ole Health St. Helena Health Center	\$1,988	100.0%
Programmatic	Our Town St. Helena	Preserve and Build Program	\$20,000	0.0%
Programmatic	Rianda House Senior Activity Center	Senior Activity Center	\$30,000	94.0%
Programmatic	St. Helena Farmers Market	Market Match Program	\$5,100	21.0%
Programmatic	UpValley Family Centers	Community Connections and	\$30,000	100.0%

		Immigration Assistance		
		Totals	\$171,988	67.2%

FY 2021/22: The FY 2021/22 grant application period closed on March 15, 2021 at 5:00 PM. The City received 26 applications with a total of \$421,828 in funding requests. On May 25, 2021, City Council awarded 20 applicants for a total of \$209,530. The chart below identify the grant type, grantee, project description, and award amount.

Grant Type	Grantee	Project Description	Award Amount
Community Enrichment	Arts Council Napa Valley	Visual & Performing Arts Student of the Month	\$3,250
Community Enrichment	Boys & Girls Club	Power Hour – Homework Assistance Program	\$5,000
Community Enrichment	Friends of the Cameo	Cameo Cinema Drive-In	\$8,000
Community Enrichment	Lunchtime Productions	CKT – Summer 2021 St. Helena Drama Camps	\$2,000
Community Enrichment	Napa Valley State Parks	Summer Camp Scholarship & Outdoor Education Program	\$2,500
Community Enrichment	Nimbus Arts	Art Programs & Art Kits	\$3,630
Community Enrichment	St. Helena Community Band	Yearly Performances	\$4,000
Community Enrichment	St. Helena Historical Society	Pioneer Classroom and Education Center	\$5,000
Community Enrichment	Upstage Napa Valley	First Annual Upstage Napa Valley Playwrights Festival	\$3,050
Programmatic	Boys & Girls Club	St. Helena Teen Club	\$28,000
Programmatic	Mentis	Youth and Family Mental Health Treatment	\$20,000
Programmatic	OLE Health	Ole Health Services	\$5,000

Programmatic	Our Town St. Helena	OTSH Transition Year Capacity Building	\$25,000
Programmatic	Rianda House Senior Activity Center	Rianda House Senior Activity Center	\$25,000
Programmatic	Saint Helena Family Center	Enrollment Expansion with New Classroom Space	\$10,000
Programmatic	St. Helena Cooperative Nursery School	St. Helena Co-Op Nursery School	\$10,000
Programmatic	St. Helena Farmers Market	Market Match Program	\$5,100
Programmatic	St. Helena Preschool for All	Preschool Scholarships	\$10,000
Programmatic	St. Helena Catholic Church	Additional Food Cards, Fuel Vouchers for Families in Need	\$10,000
Programmatic	Up Valley Family Centers	Community Connections & Immigration Assistance	\$25,000
		Totals	\$209,530

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, September 14, 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 reported the following changes to the agenda: Item 7.2 was heard prior to item 7.1, item 11.1 was not heard, and item 11.3 was heard prior to item 11.2.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 5. PUBLIC FORUM:**

Rick Crebs addressed the City Council.

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

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Reports were made by staff and City Council.

City Attorney Ethan Walsh reported no reportable action was taken during the Special Closed City Council Meeting of September 14, 2021.

Council Member Chouteau requested a future agenda item regarding fees for signs and Council Member Hall supported the request.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 Hunter Subdivision Informational Presentation by Applicant Team Members
Tim Massey and Ben VanZutphen

CEQA Determination: This item is purely an informational discussion to gain Council direction and is therefore not a CEQA project. Any formal decisions on individual projects will be subject to a complete analysis and determination under CEQA.

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Receive presentation from applicant and allow for public comment.

Item 7.1 was heard after item 7.2.

Planning and Building Director Maya DeRosa introduced the item. Applicant representatives Ben VanZutphen and Eric Norris presented on the item.

Nancy Dervin and Carlotta Sainato addressed the City Council for public comment.

- 7.2 Proclamation Recognizing Napa County Latino Heritage Month

Item 7.2 was heard prior to item 7.1.

Rosaura Segura accepted the proclamation.

8. STAFF BRIEFING

- 8.1 Update on Waste Water Treatment Plant Upgrade Project
Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Public Works Director Mark Rincon reported on the item.

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)

Regular City Council
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- 9.1 Consideration and proposed approval of Regular Meeting Minutes of August 10, 2021 and August 24, 2021
Prepared By: Cindy Tzaopoulos, City Clerk
- 9.2 Consideration and Proposed Approval of:
1. Designating Council Member Anna Chouteau as the Voting Delegate on Behalf of the City of St. Helena City Council; and
 2. Designating Council Member Eric Hall and City Manager Mark Prestwich as Alternate Voting Delegates; and
 3. City Council Voting in Favor of the Two Proposed Resolutions and League of California Cities Proposed Bylaw Amendments at the League of California Cities Annual Conference Business Meeting.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Consideration and Proposed Approval of:

1. Designating Council Member Anna Chouteau as the Voting delegate on Behalf of the City of St. Helena City Council; and
 2. Designating Council Member Eric Hall and City Manager Mark Prestwich as Alternate Voting Delegates; and
 3. City Council Voting in Favor of the Proposed Resolutions and League of California Cities Proposed Bylaw Amendments at the League of California Cities Annual Business Meeting and General Assembly on Friday, September 24, 2021 at 12:30 p.m.
- 9.3 Consideration of a Resolution authorizing: the City Manager to execute Amendment No. 2 to Professional Services Agreement STH Contract: FY2021-071 with Noll & Tam Architects in the amount of \$8,580 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed \$167,577.

CEQA Determination: Not a CEQA project

Prepared By: Preya Nixon, Asst. to the City Manager

Recommendation:

Adopt Resolution authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement with Noll & Tam Architects in the amount of \$8,580 to STH contract No: FY 2021-071 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed \$167,577.

- 9.4 Consideration and Proposed Approval of a Resolution Authorizing Amendment No. 1 to Napa County Professional Services Agreement for a multi-agency, grant funded Gang Violence Suppression Program.

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

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Recommendation:

Recommend approval of resolution.

- 9.5 Consideration and proposed approval of a resolution approving Amendment #1 STH Contract: FY2021-081 with Star Staffing in an amount of \$25,000 for a total not-to-exceed amount of \$50,000 for continued temporary staffing due to the City of St. Helena's water emergency.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Approve the attached resolution.

- 9.6 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, October 26, 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: Martin Beltran, Management Analyst

Recommendation:

It is recommended the City Council adopt a Resolution setting a Public Hearing for 6:00 p.m. on Tuesday, October 26, 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.

- 9.7 Consideration and proposed approval of a resolution approving the the Mexican flag to be flown on the City's ceremonial flagpole from Wednesday, September 15 through Wednesday, September 29, 2021 Recognizing Napa County Latino Heritage Month starting September 15, 2021 and Mexican Independence Day on Thursday, September 16, 2021

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Approve Resolution authorizing the Mexican flag to be flown on the City's ceremonial flagpole from Wednesday, September 15 through Wednesday, September 29, 2021.

- 9.8 Consideration of approval of a Resolution authorizing: 1) acceptance of a bank proposal for financing CIP S-52 Wastewater Treatment Plant Phase I Upgrades, and 2) hiring of Jones Hall as Bond Counsel and Brandis Tallman, A Division of Oppenheimer & Co., Inc. as Placement Agent for a financial transaction.

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CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Recommendation of approval of a Resolution authorizing: 1) acceptance of a bank proposal for financing CIP S-52 Wastewater Treatment Plant Phase I Upgrades, and 2) hiring of Jones Hall as Bond Counsel and Brandis Tallman, A Division of Oppenheimer & Co., Inc. as Placement Agent for a financial transaction.

- 9.9 Consideration and proposed approval of a resolution approving Amendment #1 STH Contract: FY2021-083 with 4Leaf, Inc. in an amount of \$35,000 for a total not-to-exceed amount of \$59,890 for continued Water Regulation Code Enforcement and Outreach.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Approve the attached resolution.

- 9.10 Receive and file the FY 2020-21 Q4 Financial Report (unaudited).

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Receive and file the Q4 FY 2020-21 unaudited financial report.

- 9.11 Consideration and Proposed Approval of a Resolution Authorizing a Professional Services Agreement with Del Rio Advisors, LLC in an amount not-to-exceed \$58,250 for the following (1) \$33,250 for Direct Placement services in connection with the interim financing for the Wastewater Treatment Plant Phase I Upgrade project and (2) \$25,000 for continued Municipal Advisory Services on an as-needed basis.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Approve the attached Resolution.

Item 9.12 was removed from consent.

- 9.12 Consideration and Proposal Approval of a Resolution Approving a Professional Services Agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) in an amount not-to-exceed \$32,175 for Opinion Research Services

CEQA Determination: Exempt

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

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It is recommended the City Council adopt the attached resolution.

Carlota Sainato addressed the City Council.

The City Council supported safe routes to school, bike infrastructure, street maintenance and rehabilitation efforts.

Council Member Anna Chouteau moved to approve item 9.12. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

9.12 ~~Consideration and Proposal Approval of a Resolution Approving a Professional Services Agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) in an amount not to exceed \$32,175 for Opinion Research Services~~

Council Member Eric Hall moved to approve Consent items 9.1 through 9.11. 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

10. PUBLIC HEARINGS

Council Member Chouteau recused herself from item 10.1 and left the Zoom meeting due to her property HOA being within 500 feet of the property in item 10.1.

10.1 Consideration and proposed approval of a Resolution Approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 140, 1386 Community Drive, St. Helena, CA. 94574 (APN 009-432- 025).

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

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environment.

Prepared By: Martin Beltran, Management Analyst

Recommendation:

It is recommended the City Council adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 140, 1386 Community Drive, St. Helena, CA. 94574 (APN) 009-432- 025.

Management Analyst Martin Beltran reported on the item.

The public hearing item was opened, no public comment was received. The public hearing item was closed.

Council Member Lester Hardy moved to approve the Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 140, 1386 Community Drive, St. Helena, CA. 94574 (APN) 009-432-025.

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 Chouteau rejoined the Zoom meeting after item 10.1 concluded.

11. OLD BUSINESS

Item 11.1 was not heard.

- 11.1 ~~Informational Presentation on CalPERS Investment Return for Fiscal Year 2020-21 and Impacts on City Finances (Presentation Forthcoming).~~

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Receive and file.

- 11.2 Consideration and adoption of an urgency ordinance amending Chapter 13.04 of the Municipal Code to establish a permitting system for groundwater exports

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during water emergencies

CEQA Determination: Exempt
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Adopt Urgency Ordinance

Item 11.2 was heard after item 11.3.

City Attorney Ethan Walsh reported on the item.

No public comment was received.

Council Member Anna Chouteau moved to adopt the urgency ordinance by title only, waving further reading and providing direction for staff to establish a fee structure to pursue full cost recovery on the independent analysis and to not issue a permit until the fee structure is adopted by the Council. 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

- 11.3 Update to FY 2021-22 Revenue Forecasts, and Discussion and Direction Regarding the FY 2021-22 Add Back Considerations and Full-Time Fire Department Cost Analysis

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Administrative Services Director
Recommendation:
Provide direction to the City Manager.

Item 11.3 was heard prior to item 11.2.

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

No public comment was received.

Council Member Chouteau noted that a COLA line item should be added to the "Add Back List Worksheet," and Mayor Ellsworth agreed.

Regular City Council
September 14, 2021

It was the consensus of the City Council to approve staff recommendations, including a full-time Fire Department (four full-time firefighters and full-time Fire Chief hours being increased from 30 to 40 hours per week) and one-time bonuses for staff. Staff was directed to bring back a list of potential street maintenance investment projects for the remaining \$200,000.

Council Member Hardy called for a break at 8:06pm and Mayor Ellsworth reconvened the meeting at 8:10pm.

12. NEW BUSINESS

- 12.1 Consideration adoption of an urgency ordinance amending Chapter 13.04 of the Municipal Code to establish water theft regulations, administrative penalties, and enforcement procedures.

CEQA Determination: Exempt
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Adopt the urgency ordinance.

City Attorney Ethan Walsh presented on the item.

No public comment was received.

Vice Mayor Paul Dohring moved to approve the adoption of the Urgency Ordinance by title only and waive further reading of the title. 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

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

13.1	September City Council Meetings:
	9/28 (Staff reports due 9/10)
	9/28 Special CC & PC Mtg 4pm
	PH or OLD / NEW BUSINESS:
	9/28 OB Review and Proposed Adoption of the City of St. Helena City Council Three Year Goals 2021-22 Workplan
	9/28 Rosebud Lane agreement

Regular City Council
September 14, 2021

9/28 Pest Management
9/28 Chamber request? Road closure
<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
10/12 October 17-23, 2021 National Friends of Libraries Week
<i>STAFF BRIEFING:</i>
Move to November - Update on Waste Water Treatment Plant Upgrade Project (report every other month)
<i>PH or OLD / NEW BUSINESS:</i>
10/26 Business recovery Update

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:35 p.m.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration of approval of a Resolution approving out-of-state travel for Dispatch/Records Supervisor Maria Gonzalez, to attend the 40 hour RIMSCON 2021 Training in Stateline Nevada, from Monday, October 11, 2021 to Friday, October 15, 2021.

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Reviewed By: Chris Hartley, Chief of Police

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

RIMS is the Computer Automated Dispatch or "CAD" system adopted in March of 2012 and currently used by the St. Helena Police Department. RIMS is developed and serviced by software company Sun Ridge Systems, which includes continued software upgrades, maintenance, and training.

RIMS is used to track incoming 911 and business line calls for police services, is linked to in patrol car computers for the officers, and is used by the Officers to write and track police reports. RIMS also compiles statistics for reporting purposes.

RIMS is designed to meet federal and state governmental mandates on reporting such as FBI Uniformed Crime Reporting or "UCRs", soon to be replaced by California Incident Based Reporting or "CIBRS". It will also meet California Department of Justice mandate for Racial and Identity Profiling Act or "RIPA" requirements that are mandated to begin January 1, 2022 for the St. Helena Police Department. CIBRS and RIPA are new requirements and require additional training for police department employees.

DISCUSSION

Dispatcher/Records Supervisor Maria Gonzalez is responsible for managing the RIMS CAD system. This includes implementing new governmental requirements/mandates such as CIBRS and RIPA. Dispatcher/Records Supervisor Maria Gonzalez trains, guides, and mentors Officers, Dispatchers, and Community Service Officers in the proper usage of the RIMS CAD system. Proper end user data entry is essential for RIMS reporting statistical information correctly.

RIMS offers training one time per year in Stateline, Nevada called RIMSCON. RIMSCON 2021 is a 40-hour training conference located at the Harris Lake Tahoe Hotel in Stateline, Nevada. This training includes training on various aspects of the RIMS CAD systems as well as new requirements/mandates such as CIBRS and RIPA. This training conference is the standard training for Police agencies utilizing Sun Ridge's RIMS for their CAD system.

City Council Resolution 85-44 requires City Council approval for staff to travel out of state for meetings, training, or conferences.

FISCAL IMPACT

The cost of RIMSCON 2021, including registration, transportation, hotel, and sustenance is estimated to be approximately \$2,600. Funds for RIMSCON 2021 are available in the adopted FY 2021-22 Police Department Training Budget.

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Resolution - Out-of-state travel M. Gonzalez docx](#)
[Registration Summary](#)

CITY OF ST. HELENA

RESOLUTION NO. 2021-__

RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL FOR DISPATCHER/RECORDS SUPERVISOR MARIA GONZALEZ TO ATTEND 40-HOUR RIMSCON 2021, RIMS CAD TRAINING IN STATELINE, NV FROM MONDAY, OCTOBER 11, 2021 THROUGH FRIDAY, OCTOBER 15, 2021.

RECITALS

- A. City Council Resolution 85-44 requires City Council approval for staff to attend out-of-state meetings and training; and
- B. Sun Ridge Systems RIMS CAD is the system utilized by the St. Helena Police Department and RIMCONS 2021 is the standard training for Police personnel for implementation and ongoing operations; and
- C. Dispatcher/Records Supervisor Maria Gonzalez, is requesting to attend the RIMSCON 2021 training, located in Stateline NV from Monday, October 11, 2021 through Friday, October 15, 2021; and
- D. The total approximate training costs to the City is \$2,600 which includes registration, hotel, ground transportation, and per diem costs; and
- E. Funds for the training are included in the FY 2021-22 adopted budget.

RESOLUTION

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

- 1. Travel is not a CEQA project; and
- 2. Approves out-of-state travel for Dispatcher/Records Supervisor Maria Gonzalez in Stateline, NV from October 11, 2021 through October 15, 2021.

Approved at a Regular Meeting of the St. Helena City Council on September 28, 2021, by the following vote:

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

Councilmember Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Sun Ridge Systems, Inc.
2021 Annual Users Conference

[Home](#)
[Conference Passes](#)
[Conference Agendas](#)
[Hotel and Travel](#)
[Wish List](#)
[About](#)

Registration Summary

Take a moment to review your registration before continuing.

🕒 Viewing in Pacific Time

Maria Gonzalez

mgonzalez@cityofsthelena.org

[Edit](#)

Title	Mobile
Dispatch/Records Supervisor	707-332-5216
Agency	Role
St Helena, CA Police Department	Dispatch/Records

Agenda

Item	Date	Price
Admission Item		
Monday/Tuesday Training Pass & Annual RIMS User Conference		\$1,100.00
Sessions		
CIBRS Session #1	10/11/21, 8:00 AM - 10/11/21, 8:45 AM PT	\$0.00

Advanced Search Session #1	10/11/21, 9:00 AM - 10/11/21, 9:45 AM PT	\$0.00
Handling Disasters & Emergencies with RIMS CAD	10/11/21, 10:00 AM - 10/11/21, 11:45 AM PT	\$0.00
Making the Most of CAD Incidents	10/11/21, 1:00 PM - 10/11/21, 2:45 PM PT	\$0.00
Advanced Search Session #2	10/11/21, 3:00 PM - 10/11/21, 3:45 PM PT	\$0.00
System Admin -Non IT-keeping RIMS up to date Session #1	10/11/21, 4:00 PM - 10/11/21, 4:45 PM PT	\$0.00
RIMS Reports	10/12/21, 8:00 AM - 10/12/21, 8:45 AM PT	\$0.00
California 555 Collision Refresher & CHP Transfer	10/12/21, 9:00 AM - 10/12/21, 9:45 AM PT	\$0.00
Database Backups and Cleaning out old Databases / Trace Files	10/12/21, 10:00 AM - 10/12/21, 10:45 AM PT	\$0.00
Surviving and Thriving in Chaos	10/12/21, 11:00 AM - 10/12/21, 11:45 AM PT	\$0.00
PropRoom	10/12/21, 1:00 PM - 10/12/21, 2:45 PM PT	\$0.00
Maintaining your Street & Premise File	10/12/21, 3:00 PM - 10/12/21, 3:45 PM PT	\$0.00
Tuesday Evening Welcome Reception	10/12/21, 6:00 PM - 10/12/21, 8:00 PM PT	\$0.00
Wednesday Evening Dinner	10/13/21, 5:30 PM - 10/13/21, 9:00 PM PT	\$0.00
Northern California	10/14/21, 1:15 PM - 10/14/21, 2:15 PM PT	\$0.00
Stop Data Breakout	10/14/21, 3:00 PM - 10/14/21, 4:00 PM PT	\$0.00

Previous

Cancel

Next

Privacy Policy



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and Approval of a Resolution approving a Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District Regarding Funding for a School Resource Officer through June 30, 2022.

**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

The City's School Resource Officer (SRO) was funded through the 2018-19 Tobacco Grant Program (Prop 56 Grant) for the past two and a half years. The SRO position is a tremendous asset to the City of St. Helena and the St. Helena Unified School District (SHUSD) by, among other things, enhanced overall safety and school community of SHUSD, serving as a liaison between SHUSD and the St. Helena Police Department (SHPD) to fully show the police as an invaluable part of the community, and reinforces students' perception that police are there to protect and support them. The SRO has planned and implemented several student and parent informational presentations on the impact of tobacco, vaping, and drugs on our youth and at the High School has served as a mentor to academically struggling students during the District's Access support period.

The initial 2018-19 Prop 56 Grant expired on June 30, 2021. On April 13, 2021, the City submitted an application to the Department of Justice to request new funding for the SRO position.

The City was notified on August 13, 2021 that the grant application submitted was not considered for an award because a technical requirement was not met. Per the Department of Justice (DOJ) the application was disqualified during administrative review

for the following reason: Budget Narrative: ALL costs are not described; training included in the budget spreadsheet is not identified or described. After further review of the Request for Proposal (RFP) and the requirements for this grant, the City does not agree with DOJ's findings as, per the RFP, the costs in question may be subject to reduced funding and not disqualification of the application.

On September 10, 2021, the City formally filed an appeal to the DOJ for the disqualification of the application.

DISCUSSION

Due to the timing of appeal, the importance of the SRO position, and the start of the 2021-22 school year, the City and the St. Helena Unified School District (SHUSD) proactively met to discuss further funding of the SRO position if the grant appeal is not successful.

On September 17, 2021, the Board of the SHUSD met, and approved a Memorandum of Understanding (MOU) between the City of St. Helena and the SHUSD to continue to fund the SRO position through FY 2021-22. The total estimated costs for the SRO position is approximately \$140,000, of this amount SHUSD will be responsible for 75% of the costs (approximately \$105,000) and the City will be responsible for the remaining 25% (approximately \$35,000). The total estimated FY 2021-22 costs will cover training expenses, district-requested overtime, salary, and benefits.

If the grant appeal is successful and the City is awarded the Prop 56 Tobacco Grant, the SRO position will be fully funded by the grant and the MOU will be void.

The term of the MOU is for one year from September 17, 2021 through June 30, 2022.

FISCAL IMPACT

The estimated fiscal impact is for a total amount not-to-exceed \$35,000. It is anticipated it can be absorbed within the current fiscal year budget allocation.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution.

ATTACHMENTS

[Attachment 1 - MOU CSH-SHUSD SRO Funding 2021-22](#)

[Attachment 2 - Resolution MOU SHUSD SRO Position](#)



BOARD OF TRUSTEES

Maria Haug
Jeannie Kerr
Forrest Minter
Julio Olguin
Lisa Pelosi

DISTRICT ADMINISTRATION

Marylou Wilson, Ed.D.
SUPERINTENDENT

Chris Heller
CHIEF ACADEMIC/
HUMAN RESOURCES OFFICER

Andrea Stubbs
CHIEF BUSINESS OFFICIAL

**MEMORANDUM OF UNDERSTANDING
Between the City of St. Helena
and
the St. Helena Unified School District**

This **Memorandum of Understanding (MOU)** is entered into this 17th day of September, 2021, by and between *the City of St. Helena* hereinafter referred to as “CSH,” and the *St. Helena Unified School District*, hereinafter referred to as “SHUSD,” collectively referred to in this Agreement as “the Parties.”

WHEREAS, CSH provided a School Resources Officer (SRO) to SHUSD beginning in the spring of the 2018-19 school year through the 2020-21 school year, which was funded through a Proposition 56 Tobacco Grant; and,

WHEREAS, CSH applied for but was not awarded a renewed three-year Proposition 56 Tobacco Grant to begin in 2021-22; and,

WHEREAS, the parties have a shared interest in sustaining the SRO position for the 2021-22 school year to benefit students; and,

WHEREAS, the SRO is a sworn law enforcement officer employed by CSH; and,

WHEREAS, the total estimated costs for the SRO position are \$140,000 in 2021-22; and,

WHEREAS, SHUSD has allocated a portion of a one-time Kaiser grant towards funding the position in 2021-22 only; and,

NOW, THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the parties agree as follows:

1. Funding: Shared funding of the SRO position for the period of October 1, 2021 – June 30, 2022, based on the following plan:
 - a) SHUSD shall pay CSH 75% of the actual costs which are estimated to be \$105,000 in fiscal year 2021-22 for the SRO position.
 - b) CSH shall invoice SHUSD monthly for its pro-rated portion of the expenses.
 - c) CSH shall bear the remaining 25% of actual costs which are estimated to be \$35,000 in fiscal year 2021-22 for the SRO position.
 - d) The total estimated 2021-22 costs shall cover training expenses, district-requested overtime, and other compensation adjustments.
 - e) Should CSH win its appeal to the State of California to be awarded the Proposition 56 Tobacco Grant, the SRO position shall be fully funded by the grant and this agreement shall be void. CSH shall reimburse SHUSD for any expenses paid that are covered retroactively by grant funds.
2. Schedule: The SRO shall perform full-time services for SHUSD (the equivalent of forty {40} hours per week) between the period of October 1, 2021 through June 30, 2022 based on a schedule to be developed through mutual agreement between the parties. The schedule shall include required trainings and participation in designated school/district activities.
3. Term of the Agreement: The term of this agreement shall be for one year only; from September 17, 2021 – June 30, 2022.
4. Indemnification/Liability: SHUSD and CSH agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages, and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect, or incidental damages incurred as a result of this Agreement. In the event of concurrent negligence, then the liability for any and all claims, suits or actions arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.
5. Verbal Agreements: This agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties or inducements either expressed verbally or implied except as are fully set forth herein. This agreement cannot be enlarged, modified or changed in any respect except by written agreement between the said parties.

6. Modification: This Agreement may be modified only by written consent executed by the parties.
7. Termination: Either party may terminate this MOU upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Napa, State of California.

ST. HELENA UNIFIED SCHOOL DISTRICT

CITY OF ST. HELENA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

CITY OF ST. HELENA

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA AUTHORIZING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF ST. HELENA
AND THE ST. HELENA UNIFIED SCHOOL DISTRICT FOR
SHARED COSTS OF A SCHOOL RESOURCES OFFICER
FOR THE FY 2021-22 SCHOOL YEAR**

WHEREAS, the City of St. Helena ("City") provided a School Resources Officer ("SRO") to the St. Helena Unified School District ("SHUSD") beginning in the spring of the 2018-19 school year through the 2020-21 school year, which was funded through a Proposition 56 Tobacco Grant ("Prop 56"); and

WHEREAS, the City applied for, but was not awarded a renewed three-year Prop 56 grant to begin in the 2021-22 school year; and

WHEREAS, the City had filed an appeal to the decision to not award the grant; and

WHEREAS, the parties have a shared interest in sustaining the SRO position for the 2021-22 school year to benefit students; and

WHEREAS, the SRO position is a sworn law enforcement officer employed by the City; and

WHEREAS, the total estimated costs for the SRO position is \$140,000 in 2021-22; and

WHEREAS, SHUSD has allocated a portion of one-time Kaiser grant awards towards funding the position in 2021-22 only.

WHEREAS, the City and SHUSD agree to a cost sharing model to continue funding the position where the City will be responsible for 25% of the costs and SHUSD will be responsible for the remaining 75% of the costs of this position.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby approves a Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District for the 2021-22 school year.

SECTION 3. The City Council of the City of St. Helena hereby authorizes the City Manager to execute the Memorandum of Understanding.

Approved at a Regular Meeting of the St. Helena City Council on September 28, 2021, by the following vote:

Mayor Geoff Ellsworth: _____

Vice Mayor Paul Dohring: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Eric Hall: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of: (1) Amendment #1 to STH Contract: FY2022-003 with MariniT for an additional \$31,384.24 to provide Cyber Security and Network Monitoring services for a total not-to-exceed amount of \$201,466.62; (2) budget increase to 101-4320-2150 in an amount of \$23,538.15 and use of General Fund Reserves of the same; (3) budget increase to 561-4320-2150 in an amount of \$4,707.64 and use of Water Fund Balance of the same; (4) budget increase to 571-4320-2150 in an amount of \$3,138.45 and use of Wastewater Fund Balance of the same; and (5) authorizing the City Manager to execute Amendment #1 to STH Contract: FY2022-003.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On June 22, 2021, the City Council approved a one-year agreement with MariniT to continue providing Information Technology services for the City of St. Helena in an amount not-to-exceed \$170,082.38 for FY 2021-22, STH Contract FY2022-003 (Attachment 1).

As noted in the June 22, 2021 staff report, due to the continued volatility of the the economic impacts of COVID-19, and the need to not drastically increase the FY 2021-22 budget, Cyber Security and Network Monitoring services were not included in the

recommended annual agreement; however, staff noted to include these items in the add-back list for City Council consideration.

It is also important to note the original agreement does not include services related to the move from the current City Hall and Police facilities to the Napa Valley College campus as it is premature to determine these costs at this time.

DISCUSSION

Per City Council direction, on the September 14, 2021, staff presented an updated FY 2020-21 and FY 2021-22 financial update, presented an updated add-back list, and reviewed the Fire Department analysis for Council consideration, discussion, and direction.

As part of the add-back considerations, the City Council provided direction for use of General Fund reserves to allocation funding for enhanced Information Technology (IT) security scans in an amount of \$35,000.

Based on City Council direction, staff recommends Amendment #1 to STH Contract: FY2022-003 with MarinIT for \$31,384.24 for Cyber Security and Network Monitoring for the City of St. Helena. The costs for Amendment #1 is split proportionally between the General Fund - 75%, Water Fund - 15%, and Wastewater Fund - 10%. The difference in pricing from the original quote to the revised quote is due to the start of the services being October 1, 2021 instead of July 1, 2021.

Additionally, staff acknowledges, as was affirmed by Vice Mayor Dohring, the importance of also conducting penetration scans of the current IT system. Staff is researching costs for the penetration scan and early indication is these costs average between \$10,000 and \$30,000 depending on the size and complexity of the organization. Staff anticipates bringing contract and budget adjustment before the City Council at a later time to complete an IT penetration scan.

FISCAL IMPACT

The fiscal impact is a budget increase and use of reserves/fund balance of the following:

Fund	Amount	Estimated Fund Balance	% Fund Balance
General Fund (101)	\$23,538.15	\$7,434,880	47%
Water Fund (561)	\$4,707.64	\$7,001,627	109%
Wastewater Fund (571)	\$3,138.45	\$4,084,036	136%

RECOMMENDED ACTION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

[Attachment 1 - STH Contract FY2022-003 Marin IT FY 22 Services](#)

[Attachment 2 - Amendment #1 STH Contract FY2022-003 MarinIT](#)

[Attachment 3 - Resolution - MarinIT Agreement](#)

STH Contract: FY2022-003

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 22, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

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

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, “Scope of Services”** attached hereto and made a part hereof. Total compensation shall not exceed \$170,082.38 unless additional compensation is approved in accordance with Section 2.

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

Page 1 of 13
MarinIT, FY 2021-22

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.
- D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured

retentions of \$25,000 or greater must be declared to and approved by the City.

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

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

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or

any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of 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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or

alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: MarinIT
 366 Bel Marin Keys Blvd.
 Novato, CA 94939
 415-842-3275

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Tim Bush
Title: Director - Accounts & Ops

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

Digitally signed by Mark
T. Prestwich
Date: 2021.07.02
17:08:41 -07'00'

Approved as to Form:
ethan.
By: walsh@bbklaw.com
Name: Ethan Walsh
Title: City Attorney

Digitally signed by: ethan.
walsh@bbklaw.com
DN: CN = ethan.walsh@bbklaw.com
Date: 2021.07.02 16:21:50 -07'00'



Prepared for City of St. Helena

IT Budget & Service Agreement - FY 2021-2022

Quote#2021-001666 v1

PREPARED FOR

Kathy
Robinson
krobinson@cityofstheleena.org
(707) 968-2741

PREPARED BY

Tim Bush
tbush@marinit.com
(415) 842-3251





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Tuesday, April 06, 2021

City of St. Helena
Kathy Robinson
1572 Railroad Avenue
St. Helena, CA 94574
krobinson@cityofstheleena.org

Dear Kathy,

Marin IT, Inc. is pleased to provide you with our proposal to perform Routine IT services, network support, and workstation/desktop maintenance for City of St. Helena. This agreement covers the 2021-2022 Fiscal Year beginning on July 1st, 2021 and ends on June 30, 2022.

IT support Scope of Work - Marin IT, Inc. Responsibilities

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

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

Marin IT technicians are expected to work with the City of St. Helena in supporting the network. We will provide an online service ticket and tracking system. In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of St. Helena representative prior to proceeding with the work.



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Client Responsibilities:

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

Change / System Upgrade Process:

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all City of St. Helena locations to support facilities operations.

Pricing/Rate Schedule/Invoicing:

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

Our total charge, including monthly fees, subscriptions, and misc budgetary placeholders is detailed in the "Managed Services" section. Hours for support services in excess of the regularly scheduled hours will be invoiced Marin IT's standard rate of \$145. This rate, along, with all other quoted rates are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime, nights, weekends or holidays will be billed at 1 ½ times the regular rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$145 to \$250 per hour.

Tim Bush
Director of Accounts
Marin IT



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Managed Services Annual

DESCRIPTION	PRICE	QTY	EXT. PRICE
Monthly recurring IT Service/Support This rate includes 16 hours (2 days) of regular on-site service each week during the term of the agreement @ the discounted rate of \$110 per hour (832 annually). <i>The term of this agreement is for 1 year beginning on July 1, 2020. The recurring amount of \$7628.00 will be billed monthly. Total of all 12 invoices is \$91,536.00.</i>	\$7,628.00	12	\$91,536.00
Office 365 Covers up to 125 fully licensed accounts. COSH will only be billed for what they use/need	\$18,750.00	1	\$18,750.00
Contingency For Emergencies/un-budgeted projects/misc. hardware or software - 10% of annual service - to be billed against on as needed basis and only with prior approval from authorized COSH representative	\$9,150.00	1	\$9,150.00
Subtotal:			\$119,436.00

Managed Services Monthly

DESCRIPTION	PRICE	QTY	EXT. PRICE
Intronis & SPAM Filter Cloud Data Backup & SPAM Filtering Marin IT currently provides hosted data backup services in addition to Email SPAM/Virus filtering. Monthly recurring charges can vary slightly based on the amount of data sent to the cloud, and the total number of email accounts we protect. The estimated annual costs for these separately billed services shall not exceed \$8500.00. Invoices for services will be sent monthly.	\$708.00	12	\$8,496.00
Automate Proactive Service/Monitoring for City Servers - includes Webroot Security - anti-virus/malware 12 Servers @ \$27 each per month (\$330 total monthly)	\$330.00	12	\$3,960.00
Subtotal:			\$12,456.00



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Maintenance Renewals

DESCRIPTION	PRICE	QTY	EXT. PRICE
Cisco Wireless Controller - Smartnet Warranty - 1 year	\$975.00	1	\$975.00
Cisco Firewalls - Smartnet Warranty - 1 year 1 for City Hall, 1 for Police - 24x7x4 support and advanced replacement	\$1,600.00	2	\$3,200.00
Compellent Storage (SAN) annual maint. and support	\$5,000.00	1	\$5,000.00
Vmware Maintenance/Warranty Renewal	\$1,400.00	1	\$1,400.00
Subtotal:			\$10,575.00



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Hardware Upgrades

DESCRIPTION	PRICE	QTY	EXT. PRICE
For Fire Dept.			
Cisco Catalyst C9200-48P - The current switch went end of life 2 years ago and has 4 dead ports on it. It also has issues with power over Ethernet, causing phones to randomly reboot/lose connectivity. It needs to be replaced - Layer 3 Switch - full PoE + - 10/100/1000 	\$2,698.88	1	\$2,698.88
For Fire Dept. Switch			
Cisco Smart Net Total Care - Service - 8 x 5 Next Business Day - Exchange - 1 Year	\$429.88	1	\$429.88
New VM Host Servers - City Hall			
Current Servers went End Of Life In August 2020 - pulled out of last year's budget Dell Power Edge R-440 - Processor : Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 - Additional Processor : Intel® Xeon® Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 - Memory Capacity : (2) 64GB RDIMM, 3200MT/s, Dual Rank - RAID Configuration : C3, RAID 1 for 2 HDDs or SSDs (Matching Type/Speed/Capacity) - RAID/Internal Storage Controllers : PERC H330 RAID Controller, LP - Hard Drives : (2) 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 1 DWPD, 876 TBW - IDSDM and VFlash Card Reader : ISDM and Combo Card Reader - Internal SD Module : 2x 64GB microSDHC/SDXC Card - Power Supply : Dual, Hot Plug, Redundant Power Supply (1+1), 550W - Rack Rails : ReadyRails™ Static Rails for 2/4-post Racks - Dell Services: Extended Service : Basic Next Business Day, 37 Month(s)	\$4,285.28	2	\$8,570.56
Subtotal:			\$11,699.32



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Project Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Labor - PS - FF Project Labor - Fire Department Switch Pull config from existing switch, use as guide to build new switch - update OS and firmware, prep for install	\$275.00	1	\$275.00
Labor - PS - FF Rec and Park Building Recable The Park and Rec cabling is outdated, 1st generation CAT5. It has been a source of many problems mostly due to the non-standard installation where single cables were split to form 2 data jacks. This causes data loss & slows everything down. It also impacts power transmission to the phones & causes them to randomly reboot at times. It all needs to be replaced. Pricing above provides up to 10 new data runs for the building.	\$4,750.00	1	\$4,750.00
Labor - PS - FF Project Labor - VM Host Upgrades • Prep new hosts, load VM Essentials, create disk partitions, etc. • Load Server builds into storage • Deliver and install in rack, connect to network • Build iSCSi connections to SAN • Migrate and upgrade existing servers • Turn down old hosts and test	\$4,000.00	1	\$4,000.00
Subtotal:			\$9,025.00



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IT Budget & Service Agreement - FY 2021-2022

Prepared by:	Prepared for:	Quote Information:
Marin IT Tim Bush (415) 842-3251 tbush@marinit.com	City of St. Helena 1572 Railroad Avenue St. Helena, CA 94574 Kathy Robinson (707) 968-2741 krobinson@cityofstheleena.org	2021-001666 Version: 1 Delivery Date: 04/06/2021 Expiration Date: 05/06/2021

Quote Summary

DESCRIPTION	AMOUNT
Managed Services Annual	\$119,436.00
Managed Services Monthly	\$12,456.00
Maintenance Renewals	\$10,575.00
Hardware Upgrades	\$11,699.32
Software	\$5,474.24
Project Services	\$9,025.00
Subtotal:	\$168,665.56
Estimated Tax:	\$1,416.82
Total:	\$170,082.38

Warranties and Limitations of Liability

Warranties. Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS. Limitation of Liability. CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Termination of Agreement

Discretionary. After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

Cause. Either party may terminate this Agreement for cause upon fifteen (30) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (30) day time period.

Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.



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

Non-Solicitation

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

Marin IT

Signature: 
 Name: Tim Bush
 Title: Director of Accounts
 Date: 04/06/2021

City of St. Helena

Signature: _____
 Name: _____
 Date: _____

AMENDMENT #1

TO PROFESSIONAL SERVICES AGREEMENT WITH MARINIT; STH CONTRACT: FY2022-003 FOR AN ADDITIONAL \$31,384.24 FOR CYBER SECURITY AND NETWORK MONITORING SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$201,466.62.

This First Amendment to Professional Services Agreement STH Contract: FY 2022-003 dated June 22, 2021 ("Agreement") is made as of this ____ day of _____, 2021 by and between the City of St. Helena and MarinIT.

RECITALS

- A. On June 22, 2021, the City Council approved a one-year agreement with MarinIT to continue providing Information Technology services for the City of St. Helena in an amount not-to-exceed \$170,082.38 for FY 2021-22; and
- B. As noted in the June 22, 2021 staff report, due to the continued volatility of the economic impacts of COVID-19, and the need to drastically increase the FY 2021-22 budget Cyber Security and Network Monitoring were not included in the recommended annual agreement and staff noted to include these items in the add-back list for City Council consideration if funding became available; and
- D. At the September 14, 2021 City Council meeting, updated FY 2020-21 and FY 2021-22 financials were provided to City Council; and
- E. Based on City Council direction, staff recommended Amendment #1 to STH Contract: FY2022-003 with MarinIT for \$31,384.24 to include Cyber Security and Network Monitoring services for a total not-to-exceed amount of \$201,466.62; and
- F. The City of St. Helena and MarinIT now desire to amend the Agreement.

AGREEMENT

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

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

"Total compensation shall not exceed \$201,466.62..."

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

Entered as of the day and year first above stated.

MarinIT:

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney St. Helena

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

ATTEST:

By: _____

City of St. Helena City Clerk
Cindy Tzaopolous

Print Name: Mark T. Prestwich
Title: City Manager



Prepared for City of St. Helena

COSH - Cyber Security and Network Monitoring

Quote#2021-002069 v1

PREPARED FOR

April
Mitts
AMitts@cityofsthelena.org
(707) 968-2751

PREPARED BY

Tim Bush
tbush@marinit.com
(415) 842-3251

A handwritten signature in black ink, appearing to read "Tim Bush", with a horizontal line underneath.



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Tuesday, September 21, 2021

City of St. Helena
April Mitts
1572 Railroad Avenue
St. Helena, CA 94574
AMitts@cityofstheleena.org

Dear April,

Here are the Security and Monitoring modules you asked to have added back to the service contract. The services outlined here will co-terminate on the same date the master agreement does. Monthly billing for the monitoring will begin on October 1st. If you have any questions please contact Tim Bush directly.

Tim Bush
Director of Accounts
Marin IT



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Monthly Monitoring

DESCRIPTION	PRICE	QTY	EXT. PRICE
Proactive Service/Monitoring for Pc/Mac/Server - includes Webroot Security - anti-virus/malware	\$2,160.00	9	\$19,440.00

- Up to 80 devices (Servers, computers, Laptops) @ \$27 each per month (\$2160 monthly)
- Offsets the need to renew Trend Micro security (\$1500)
- Advanced IT asset inventory reporting and management

Subtotal: **\$19,440.00**

Cyber Security

DESCRIPTION	PRICE	QTY	EXT. PRICE
KnowBe4 Diamond - Security awareness training and Simulated Phishing platform - Covers up to 101 user account	\$20.24	101	\$2,044.24

- 1 year (annual) subscription per seat for Platinum level
- Unlimited Phishing tests
- Hints and tips
- Assessments/advanced reporting
- End-User Training

Subtotal: **\$2,044.24**

Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Project Labor - Security Awareness Campaigns - Covers up to 4 campaigns annually	\$1,000.00	4	\$4,000.00

- Build, implement quarterly security awareness campaigns
- Provide reports and feedback to COSH management
- Total of (4) per year



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Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Semi Annual Security Scans • 250 scans in Qualys system • Includes setup and monitoring of scan • Mapping of customer environment and scanned targets • Detailed report provided to COSH (will arrange meeting to go through findings and discuss findings after each instance) *does not include remediation of any found issues, threats, or vulnerabilities - Cost is for semi-annual scans (2 per year)	\$2,950.00	2	\$5,900.00

Subtotal: **\$9,900.00**



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COSH - Cyber Security and Network Monitoring

Prepared by:	Prepared for:	Quote Information:
Marin IT Tim Bush (415) 842-3251 tbush@marinit.com	City of St. Helena 1572 Railroad Avenue St. Helena, CA 94574 April Mitts (707) 968-2751 AMitts@cityofstheleena.org	2021-002069 Version: 1 Delivery Date: 09/21/2021 Expiration Date: 10/21/2021

Quote Summary

DESCRIPTION	AMOUNT
Monthly Monitoring	\$19,440.00
Cyber Security	\$2,044.24
Services	\$9,900.00
Total:	\$31,384.24

Prices: Quoted product pricing is valid for thirty (30) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

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

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

Limitation of Liability: CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.



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Marin IT

Signature: 
Name: Tim Bush
Title: Director of Accounts
Date: 09/21/2021

City of St. Helena

Signature: _____
Name: Mark T. Prestwich
Date: _____

CITY OF ST. HELENA

RESOLUTION NO. 2021-

**APPROVING AMENDMENT #1 TO STH CONTRACT:
FY2022-003 WITH MARINIT FOR AN ADDITIONAL
\$31,384.24 FOR CYBER SECURITY AND NETWORK
MONITORING FOR A TOTAL NOT-TO-EXCEED
\$201,466.62 for FY 2021-22.**

RECITALS

- A. In 2012, an informal solicitation of proposals was conducted for outsourced Information Technology services; and
- B. Marin IT was selected from this process; and
- C. The City has contracted with MarinIT for the past nine years to provide 24/7 network support as well as workstation/desktop maintenance; and
- D. In FY 2017-18 the City added additional support services with MarinIT for the new VoIP phone system which was implemented in December 2017; and
- E. On June 22, 2021, the City Council approved STH Contract: FY2022-003 with MarinIT to continue providing Information Technology services for the City of St. Helena in an amount not-to-exceed \$170,082.38 for FY 2021-22; and
- F. As noted in the June 22, 2021 staff report, due to the continued volatility of the economic impacts of COVID-19, and the need to drastically increase the FY 2021-22 budget, Cyber Security and Network Monitoring services were not included in the initial agreement and staff noted to include these items in the add-back list for City Council consideration if funds became available; and
- G. At the September 14, 2021 City Council meeting, updated financials were provided to City Council; and
- H. Based on City Council direction at this meeting, the City desires to amend STH Contract: FY 2021-22 for an additional \$31,384.24 for Cyber Security and Network Monitoring services for a total not-to-exceed amount of \$201,466.62; and
- I. MarinIT has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

1. The City Council approves Amendment #1 to STH Contract: FY2022-003 with MarinIT to provide Cyber Security and Network Monitoring services for \$31,384.24 for a total not-to-exceed amount of \$201,466.62; and
2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on September 28, 2021
by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration of Approval of Resolution Authorizing Temporary Closure of Hunt Avenue Between November 22, 2021 and January 3, 2022 for St. Helena Chamber of Commerce Holiday Art Installation

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In recent years, the St. Helena Chamber of Commerce has worked to enhance community holiday festivities including the Jingle All the Way events between Thanksgiving and the New Year Day holidays. Due to continuing COVID-19 concerns, the Chamber of Commerce is pivoting to a temporary lighted "Holiday Wine Barrel Tree" art display in alignment with their Holiday Wine Barrel Tour this year to brighten the downtown. A rendering is attached to this report.

The Chamber is proposing the closure of Hunt Avenue between November 22, 2021 and January 3, 2022 for installation and display of the tree. The planned art installation will consist of 88 professionally installed wine barrels stacked with a custom steel structure, baseplate and plywood decks to 26 feet tall with an additional snowflake star topper.

The Chamber is also requesting City staff assist with safety barriers for pedestrian safety, public notifications of parking limitations, installation of temporary parking spaces on eastern closure of Hunt Avenue near Railroad Avenue, and patrols from the St. Helena Police Department.

DISCUSSION

In addition to securing City Council approval for the temporary closure of Hunt Avenue, it will be necessary for the Chamber of Commerce to obtain City issued Temporary Use and Encroachment Permits for the art installation. It is anticipated that the Hunt Avenue closure will also accommodate safely distanced tables/chairs similar to the previous Hunt Avenue Hub and that nearby businesses can be recruited to assist with maintenance of the tables/area.

FISCAL IMPACT

The City will incur minor costs associated with installation of safety barriers and project facilitation.

RECOMMENDED ACTION

Approve Resolution Authorizing Temporary Closure of Hunt Avenue Main Street and Railroad Avenue between November 22, 2021 and January 3, 2022.

ATTACHMENTS

[Wine Barrel Tree Exhibit](#)

[Temporary Hunt Avenue Closure Resolution](#)

[Chamber Statement- Holiday Hunt Closure](#)



Denominational
Bicycle Tree Top

or Sponsorship
Community Here

Level Surface Required

12" Thick
Green Garland
with Warm White LED Lights
& Ornaments

RESOLUTION NO. _____

**CONSIDERATION AND PROPOSED APPROVAL OF A
RESOLUTION APPROVING TEMPORARY STREET
CLOSURE OF HUNT AVENUE FROM MAIN STREET TO
RAILROAD AVENUE FROM NOVEMBER 22, 2021 TO
JANUARY 3, 2022**

WHEREAS, St. Helena Chamber of Commerce (Chamber) is working to support the economic vitality of St. Helena businesses; and

WHEREAS, the financial hardships experienced by St. Helena businesses since the COVID-19 pandemic began have been unprecedented; and

WHEREAS, the Chamber is planning the temporary installation of a 30' high lighted "Holiday Wine Barrel Tree" consisting of 88 wine barrels this holiday season in alignment with their Holiday Wine Barrel Tour to brighten Main Street and enhance community festivities between November 22, 2021 and January 3, 2022; and

WHEREAS, a temporary street closure of Hunt Avenue from Main Street to Railroad Avenue is being requested by the Chamber of Commerce to support the temporary art installation; and

WHEREAS, the City's Temporary Use Permit allows for installation of pop up art displays, which are a known economic driver.

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

Section 1. The City Council hereby approves the temporary street closure of Hunt Avenue from Main Street to Railroad Avenue between November 22, 2021 and January 3, 2022.

APPROVED at a special meeting of the St. Helena City Council on September 28, 2021, by the following votes:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Council Member Chouteau: _____

Council Member Hall: _____

Council Member Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk



Mission Statement

The St. Helena Chamber of Commerce is a membership-based association organized to enhance the local economy and the St. Helena brand, for the direct and indirect benefit of its members and the community.

St. Helena Chamber of Commerce
1320 A Main Street
September 16th, 2021

To whom it may concern, the Chamber would like to request the road closure of Hunt Avenue, between Main Street and Railroad Avenue, for the portion of November 22, 2021 through end of day, January 3rd 2022. The purpose of the closure is for the installation of a beautiful holiday art display for destination marketing purposes and community festivities. The display will be a holiday wine barrel tree that will be lit and shining bright for downtown Main Street. This attraction will be a spectacle and in alignment with the Chamber's Holiday Wine Barrell Tour.

See attached schematics for the design and overall look and feel.

The overall dimensions are the following for the structure: Eighty-eight wine barrels stacked to 26 feet tall with an additional snowflake star topper that will be 3-4 ft. The over structure will reach nearly 30 ft high and 18 ft wide. The tree will be built with a custom steel structure, steel baseplate and plywood decks. It will be secured professionally and safe for bystanders.

The company contracted for this install, JCD Atmospheric Studios will install the barrel tree on 11/23/21 and 11/24/21. The tree will be on display for just over five weeks and will be removed on 1/3/22.

The closure will include the following participation from the city: working with public works to provide and set up safety barriers for pedestrian safety, public notification of any parking limitations during the road closure, the marking of temporary parking spaces on the end of Hunt Ave, and frequent area patrol from St. Helena Police Department.

From: [jim wickesberg](#)
To: [Public Comment](#)
Cc: [Cort Schwanebeck](#)
Subject: [External] Public Comment: Hunt Ave Closure
Date: Saturday, September 25, 2021 4:19:31 PM

We greatly appreciate the Chamber's efforts toward holiday decorations for the city, and we have contributed funds toward these projects in the past. They have done a great job with the wrapped trees, lightoliers, and oversize wreaths which create a very inviting holiday scene in downtown St Helena.

However, despite the Chamber's enthusiastic internal statistics promoting their Hunt Ave idea, another Hunt Ave closure is not a good plan either during the holidays or at any other time. It isn't the blocking of the street that is at issue, although it does make life more difficult for local drivers, tourist traffic, and especially delivery drivers. But the excessive use of traffic cones, signage, and warnings serves to slow traffic to a crawl and make it look as if the downtown area is a construction zone. We realize the equipment is placed to ensure safety, but it has a very negative effect on all traffic and, perhaps more importantly, on the aesthetics of downtown St Helena.

The wine-barrel tree is a fun idea. Surely there must be a place to "plant" it that would not require closure of Hunt Ave, orange traffic cones, warning signs, and negatively impacting the entire length of Main Street.

--

James Wickesberg
ACRES home & garden
1219 Main Street
St. Helena, CA 94575

707-967-1142
jim@acreshomeandgarden.com



From: [Kiersten Firquain](#)
To: [Public Comment](#)
Subject: [External] Public Comment: Hunt Ave Closure
Date: Thursday, September 23, 2021 3:44:53 PM

Definitely for the closure!

Kiersten Firquain
Chef K

Legit Provisions
913.710.5171
Legitprovisions.com

#authenticallygood
<https://vimeo.com/363667293>



September 27, 2021

St. Helena City Council
1572 Railroad Avenue
St. Helena, CA 94574

Re: Temporary Holiday Art Display on Hunt Avenue

Dear Mayor Ellsworth and St. Helena Council Members:

Visit Napa Valley's primary mission is to promote, protect and enhance the wine region's position as an attractive travel destination, while also enhancing its public image as a dynamic place to visit, live and work. The tourism industry in Napa County historically supports 16,000 local jobs and provides nearly \$85 million in tax revenues to our local governments.

Visit Napa Valley has been asked to share a perspective related to the proposed temporary wine barrel tree holiday art display on Hunt Avenue. We have discussed the holiday art display with the St. Helena Chamber of Commerce and key tourism industry stakeholders, and offer the following points for additional context in your evaluation:

- Small businesses recovering from an extremely difficult year need all the support they can get as the Napa Valley tourism industry heads into a typically slower season. St. Helena's holiday programming and decor draw many visitors up-valley during the month of December, especially important this year as Covid effectively shut down holiday businesses in all Napa Valley towns in December 2020.
- With the threat of Covid still looming over another holiday season, it is vital that Napa Valley continue to market itself as an outdoor destination, especially in the winter months. Offering alfresco holiday entertainment and decor creates a festive atmosphere that visitors and locals can enjoy while keeping safe and socially distant outdoors.
- Visit Napa Valley markets the entire valley as a holiday destination. When each town is able to offer unique programming and attractions, it ensures that visitation is spread through the valley's five towns during the holiday season. With the City of Napa planning a large ice skating rink and the



annual Christmas Parade, Calistoga bringing back the Lighted Tractor Parade, and Yountville once again planning its annual Holidays in Yountville celebrations, the wine barrel tree display will differentiate St. Helena as a holiday destination in itself and provide visitors with a memorable experience.

- In addition to being a highlight for families visiting Napa Valley during the holiday season, St. Helena's holiday programming draws locals from the surrounding towns in Napa Valley to celebrate the season with friends and neighbors, most of whom support local businesses while out and about enjoying the beautiful decorations and variety of family-friendly activities.

In summary, Visit Napa Valley strongly supports the St. Helena holiday art display, for both visitors and residents of the valley to enjoy this holiday season. Please feel free to contact me with any follow up questions.

Sincerely,

A handwritten signature in blue ink that reads "Linsey Gallagher".

Linsey Gallagher
President & CEO

From: [Patrick Rue](#)
To: [Public Comment](#)
Subject: [External] Public Comment: Hunt Ave Closure
Date: Thursday, September 23, 2021 1:45:21 PM

Dear Council Members,

I'm very excited about the plans for the holiday display this year & that it'll be on Hunt Ave. again! I'd like to request that similar to last time it is categorized as a temporary park, where alcoholic beverages are able to be enjoyed within the space. We would like to once again offer our creative takes on Gluhwein, a warm wine drink best enjoyed during cooler weather, and they'd be perfect in this setting.

Sincerely,
Patrick Rue
Erosion Wine Co. / Erosion Tap House

From: cynthia@pizzeriatravigne.com
To: [Public Comment](#)
Cc: [Amy Carabba-Salazar](#); [Stephanie Iacobacci](#); [Mark Prestwich](#)
Subject: [External] Public Comment: Hunt Ave Closure
Date: Monday, September 27, 2021 4:47:31 PM

Dear Council Members,

As you may remember, I have been a prominent supporter of permanently closing Hunt Avenue and creating a small plaza in central, downtown St. Helena for community gathering and use. Obviously my advocacy for retaining the Hunt Avenue Hub fell short post-pandemic, and the Hub was dismantled.

I was very excited to hear that the Chamber of Commerce is planning a **NEW wine barrel art installation holiday tree that will be nearly 30 feet tall, 18 feet wide, and lit with an oversized star on the top!**

The former location of the Hunt Avenue Hub is the ideal location for such an ambitious attraction, increasing foot traffic and helping to boost business in the downtown area during the Holidays.

Please approve the temporary five week closure of Hunt Avenue for this festive installation!

Thank you,

Cynthia Ariosta
Pizzeria Tra Vigne

From: [Fran Heit](#)
To: [Public Comment](#)
Subject: [External] Hunt Ave Closure
Date: Tuesday, September 28, 2021 10:20:00 AM

We are so happy with the chamber's vast improvement in St. Helena's holiday lighting. However, the current proposed plan to close Hunt to install an 88 wine barrel Christmas tree seems hastily planned with little or no notice to St. Helena businesses. The chamber told us there would not be tables and chairs, but in the city staff report there was mention of it. Who will clean and monitor this area? Most importantly there is the loss of over 20 parking spots not only on Hunt but the loss due to the re routing of large trucks to Edwards which is a tight residential street. We received many complaints from customers regarding the construction zone appearance including concrete barriers and orange highway cones. We are not sure what the aversion to the use of Lyman park is. There is plenty of parking, a gazebo perfect for Santa and bathrooms. Please consider the letter as a no to the close of Hunt...

Fran and Larry
Owners of Reeds
On the corner of Main and Hunt

Sent from my iPhone



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution Authorizing: (1) One-Time Employee Retention Payment in an amount of \$1,800 for current, full-time staff and \$500 for current, part-time staff; and (2) a budget increase to: 101-4000-2020 in an amount of \$133,900 and use of General Fund reserves of the same.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Reviewed By: Mandy Kellogg, Asst. Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Following discussion at the June 8, 2021 City Council meeting, the Council provided direction to present the FY 2021-22 budget for adoption on June 22, 2021. Additionally, the Council postponed consideration of potential "add-back" budget investments to a later date to allow additional time to evaluate emerging revenue trends, confirm actual FY 2021-22 property tax revenues, and better analyze the City's projected net position at the close of FY 2020-21.

Per City Council direction, on September 14, 2021, staff presented an updated FY 2020-21 and FY 2021-22 financial update, presented an updated add-back list, and reviewed the Fire Department analysis for Council consideration, discussion, and direction.

DISCUSSION

On September 14, 2021, the City Council unanimously supported and provided direction to the City Manager to utilize up to \$154,000 in one-time revenues associated with the federal COVID-19 relief package in FY 2021-22 to provide a one-time employee retention payment to City of St. Helena employees as no base compensation adjustment is planned

between July 1, 2020 and June 30, 2022 (City staff voluntarily reduced their salaries by 5% in FY 2020-21 to assist the City in balancing its budget).

The following payment structure will utilize \$133,900 of the City's one-time federal COVID-19 relief revenues received.

All current, full-time staff employed with the City of St. Helena on September 28, 2021 will receive a one-time payment of \$1,800.

All current, part-time staff employed with the City of St. Helena on September 28, 2021 will receive a one-time payment of \$500.

FISCAL IMPACT

The fiscal impact of the one-time payment will be a not-to-exceed amount of \$133,900. This amount is not included in the adopted FY 2021-22 budget and is comparable to the unexpected additional \$154,000 in federal COVID-19 fiscal relief. Use of General Fund will leave an estimated unassigned fund balance of \$7.3 million, or 46%

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Resolution Employee Bonus Retention](#)

CITY OF ST. HELENA

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) A ONE-TIME EMPLOYEE RETENTION BONUS FOR CITY STAFF IN AN AMOUNT OF \$1,800 FOR EACH CURRENT, FULL-TIME STAFF EMPLOYED WITH THE CITY ON SEPTEMBER 28, 2021 AND \$500 FOR EACH CURRENT, PART-TIME STAFF EMPLOYED WITH THE CITY ON SEPTEMBER 28, 2021 AND (2) A BUDGET INCREASE TO 101-4000-2020 IN AN AMOUNT OF \$133,900 AND USE OF GENERAL FUND RESERVES OF THE SAME.

WHEREAS, on September 14, 2021, the City Council unanimously supported and provided direction to the City Manager to utilize up to \$154,000 in one-time revenues associated with the federal COVID-19 relief package in FY 2021-22 to provide a one-time employee retention bonus to current City of St. Helena employees as no base compensation adjustment is planned between July 1, 2020 and June 30, 2022;

WHEREAS, the City Council desires to provide to all current full-time employees employed with the City on September 28, 2021 a one-time employee retention bonus of \$1,800; and

WHEREAS, the City Council desires to provide to all current part-time employees employed with the City on September 28, 2021 a one-time employee retention bonus of \$500; and

WHEREAS, the City Council desires to utilize one-time revenues associated with the federal COVID-19 relief package in FY 2021-22.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby approves a one-time employee retention bonus of \$1,800 to each current, full-time employee employed with the City on September 28, 2021.

SECTION 3. The City Council of the City of St. Helena hereby approves a one-time employee retention bonus of \$500 to each current, part-time employee employed with the City on September 28, 2021.

SECTION 4. The City Council of the City of St. Helena hereby approves a budget increase of \$133,900 to 101-4000-2020 and use of General Fund reserves of the same.

Approved at a Regular Meeting of the St. Helena City Council on September 28, 2021, by the following vote:

Mayor Geoff Ellsworth: _____

Vice Mayor Paul Dohring: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Eric Hall: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: CONSENT ITEMS

Subject: August 2021 Review and Forecasting of City Water Supply Availability

**CEQA Exempt
Determination:**

Prepared By: Martin Beltran, Management Analyst

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

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 Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from 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. Included as Attachment 1 is the Monthly Water Report for August 2021. The water produced for August 2021 is down by 37% when compared to August 2020 and down by 29% when compared to the average of August 2017-2019. The storage in Bell Canyon graph (Attachment 2) shows the water availability forecast for Bell Canyon with continued 37% reduction during peak consumption months (March - October) and 20% reduction during winter consumption months (November - February).

Water Produced or Delivered per Source

Source	Average (2017 - 2019) (Acre-Feet)	August 2020 (Acre-Feet)	August 2021 (Acre-Feet)
Bell Canyon	80	94	31
Stonebridge Wells	50	62	53
Napa Water	63	58	53
Total	193	215	136

Percent change from average of August 2017 - 2019: **-29%**

Percent change from August 2020: **-37%**

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

[Attachment 1: Monthly Water Report August 1-31, 2021](#)

[Attachment 2: Storage in Bell Canyon Graph](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

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

Aug 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	10.0800	17.1300	0.0000	17.1300	-0.4200
PERCENT	23.0%	39.0%		39.0%	-1.0%

WATER DELIVERY

	THIS FY	LAST FY
TOTAL DELIVERY THIS PERIOD	44.340 MG	69.903 MG
MAXIMUM DAILY DELIVERY	2.242 MG	2.472 MG
MINIMUM DAILY DELIVERY	0.518 MG	1.645 MG
AVERAGE DAILY DELIVERY	1.407 MG	2.068 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	50.54 AF	19.2%	176.34 AF	42.4%
NAPA WATER	108.27 AF	41.2%	117.51 AF	28.2%
STONEBRIDGE POTABLE WELLS	104.17 AF	39.6%	122.47 AF	29.4%
TOTAL WATER DELIVERY (ALL)	262.98 AF	100.0%	416.32 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.4121 MG/Aug 2- 30	0.4093 M.G.
NAPA VALLEY COLLEGE	0.1057 MG/Aug 2-30	0.1363 M.G.

WATER ELEVATION, CAPACITY & RAINFALL

	THIS YEAR	LAST YEAR
ELEVATION BELL CANYON RESERVOIR	395.88 FT.	405.14 FT.
MONTHLY RISE OR DROP	-1.73 FT.	-2.19 FT.
CAPACITY AT END OF PERIOD	207.440 MG	402.950 MG
PERCENT OF FULL CAPACITY	31.0 %	46.6 %
RAINFALL IN THIS PERIOD	0.00 IN	0.02 IN
TOTAL RAINFALL SEASON TO DATE	0.00 IN	0.02 IN

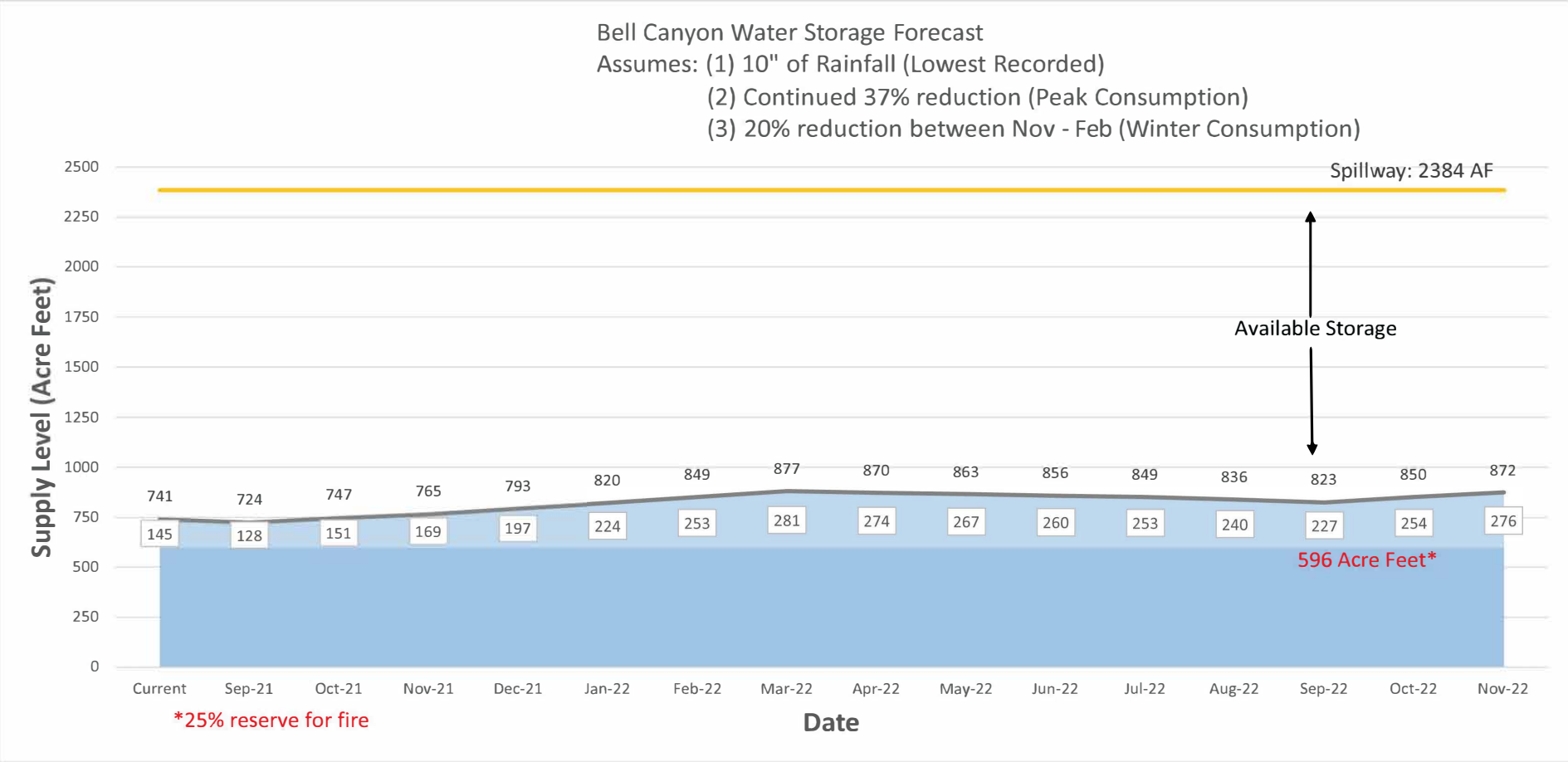
TEMPERATURES

	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	100-57	102-82
AVERAGE	75	91

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.





Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: PUBLIC HEARINGS

Subject: Public Hearing to report on activities related to the 723 Hunt Avenue Acquisition Project funded through the Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program grant No. 21-CDBG-HK-00001 and closeout of the project

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On June 16, 2021, the City of St. Helena was awarded a Community Development Block Grant (CDBG) for the acquisition of a 4-unit rental property located at 723 Hunt Avenue in St. Helena to be managed with a 55-year deed restriction for affordable housing available to income qualified St. Helena residents. This project was in conjunction with Our Town St. Helena (OTSH). The total grant is for \$1,514,360 where \$1,400,000 was for the purchase of the property and \$114,360 was for City- and OTSH-incurred costs related to the purchase and closing.

DISCUSSION

The purchase of 723 Hunt Avenue in St. Helena was funded by the Department of Housing and Community Development. Escrow closed on the property on June 28, 2021 and the City has requested and received funding in an amount of \$1,429,111.29 for all costs related to the acquisition of this property. Associated costs are as follows:

Description	Amount
-------------	--------

Land Costs	1,400,000.00
Grant Administration	8,614.22
Closing Costs	6,313.35
Property Repair Costs	5,736.60
Attorney Fees	5,075.90
Activity Delivery	2,633.00
Property Inspection Fees	578.22
Notary Fees	160.00
Total Costs	\$ 1,429,111.29

The City disencumbered the remaining \$85,248.71 in unspent grant funding.

A requirement for closeout of the grant is to conduct a public hearing to notify the public of accomplishments funded by the grant.

FISCAL IMPACT

Closeout of CDBG No. 21-CDBG-HK-00001 allows the City of St. Helena to retain the \$1,429,111.29 in funds received for the acquisition of 723 Hunt Avenue which has a 55-year deed restriction for affordable housing.

RECOMMENDED ACTION

Complete Public Hearing.



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: OLD BUSINESS

Subject: Informational Presentation on CalPERS Investment Return for Fiscal Year 2020-21 and Impacts on City Finances (Presentation Forthcoming).

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City offers eligible employees a defined benefit pension plan through the California Public Employee Retirement System (CalPERS).

The City contracts with GovInvest to assist with pension cost modeling into the future. GovInvest has reviewed the status of the City's unfunded accrued liability and the impacts of CalPERS' strong investment returns of 21.3% for the fiscal year ended June 30, 2021. These strong returns have triggered the CalPERS Funding Risk Mitigation Policy, which will increase future employer contributions.

The purpose of this presentation is to provide the City with a brief background and an understanding of the impacts that CalPERS' performance will have on the City's finances and associated impacts should the CalPERS discount rate be further reduced.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

Pension Funding

St. Helena, CA



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Understanding Pension Funding



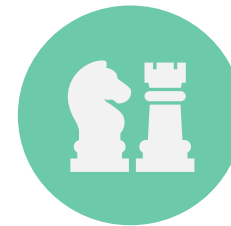
Pension Basics



Hurdles and Other Considerations



Agency Impact



Further Considerations

Pension Basics

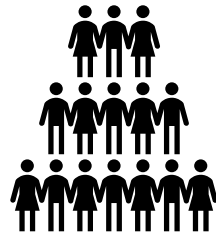


Assumptions Set Future Cost & Funding Expectations



Economic

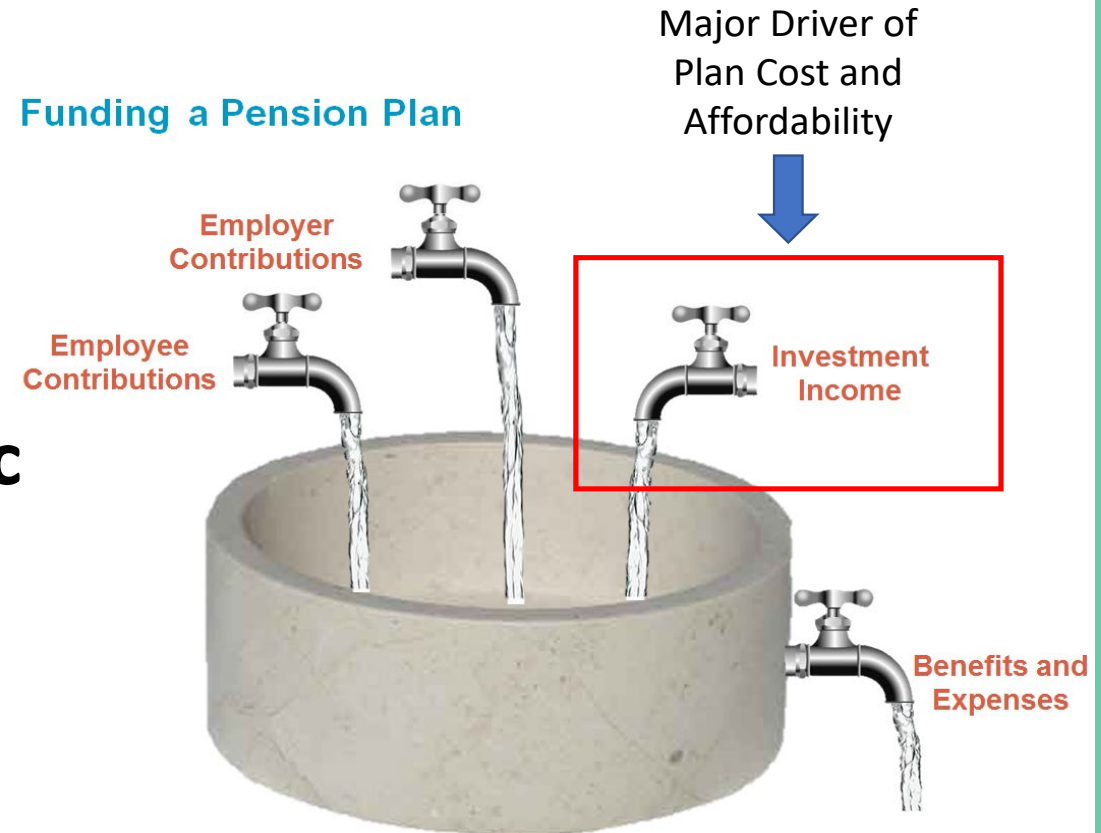
- Inflation
- Investment Return
- Salary Growth



Demographic

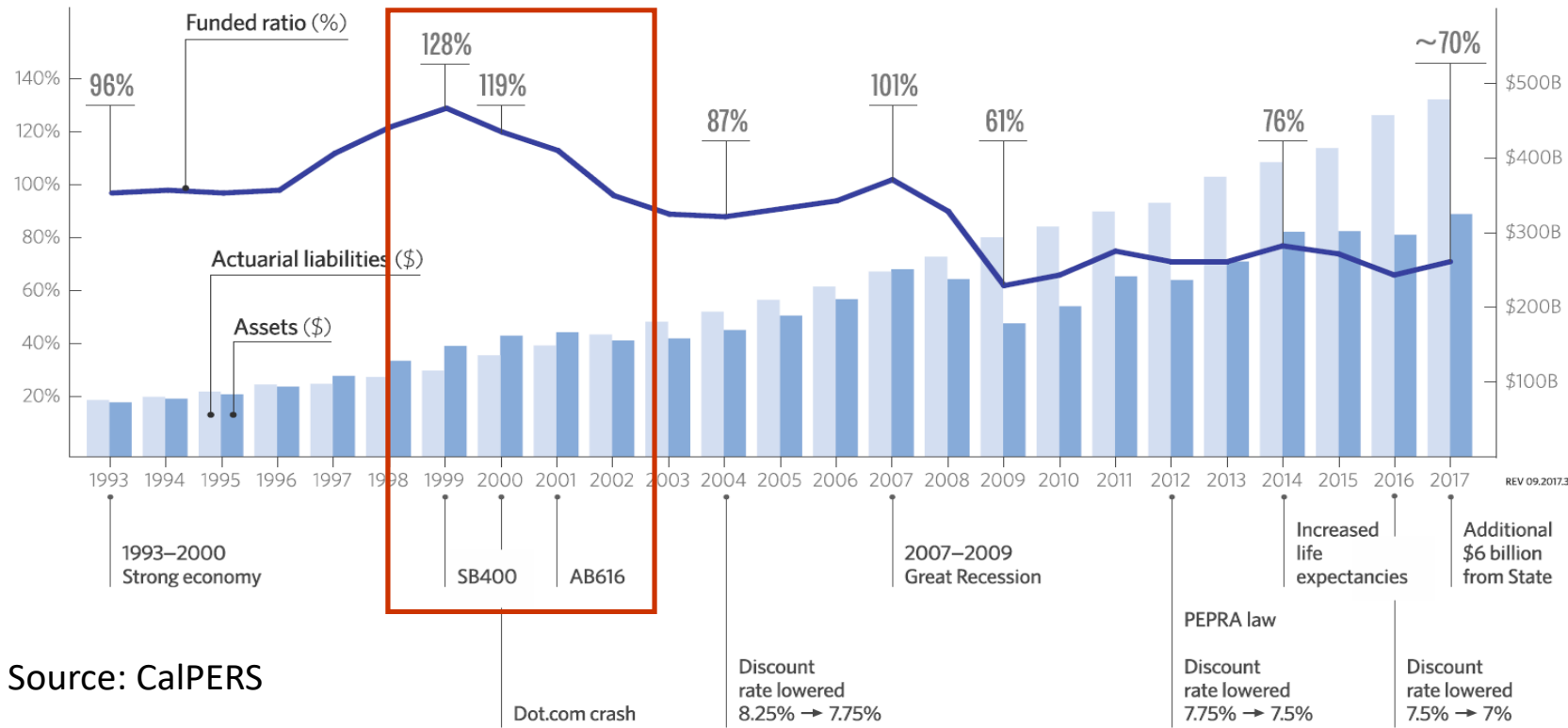
- Retirement
- Disability
- Death
- Termination

Funding a Pension Plan



Historical Factors Impacting Funded Status

Challenge Yourself to Look Beyond What You See Today



Source: CalPERS

Hurdles & Considerations



CalPERS Investment Return:

21.3%

(Preliminary Estimate)

Investment Return Triggers Lower Discount Rate Provision of Funding Risk Mitigation Policy

New Discount Rate 6.8% Heading into ALM Deliberations

Final Decisions Expected November 2021

<https://www.calpers.ca.gov/docs/funding-risk-mitigation-policy.pdf>

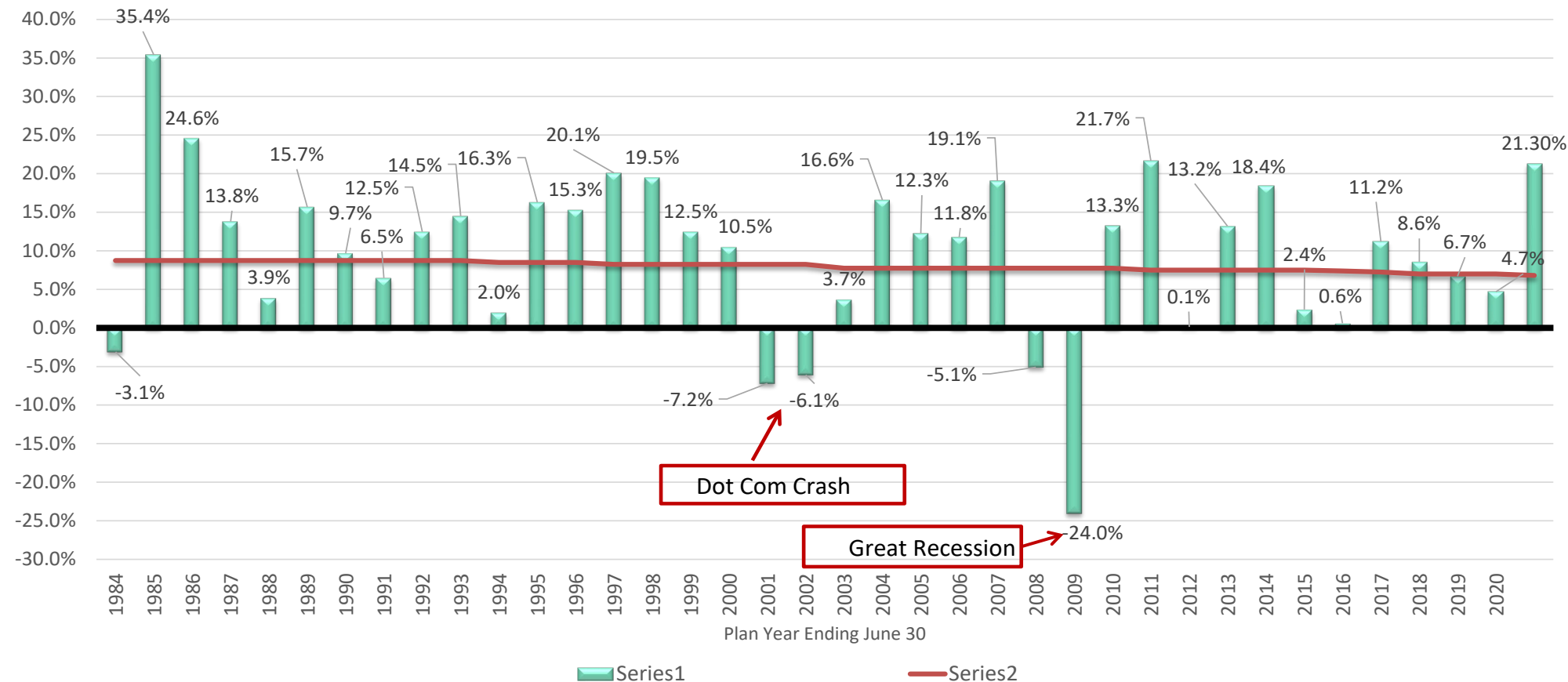
Funding Risk Mitigation Policy - Still in Place*

6.8% Discount Rate Heading Into ALM Deliberations Nov 21

Excess Investment Return	Reduction in Discount Rate	Reduction in Expected Investment Return
<i>If the actual investment returns exceed the discount rate by:</i>	<i>Then the discount rate will be reduced by:</i>	<i>And the expected investment return will be reduced by:</i>
2.00%	0.05%	0.05%
7.00%	0.10%	0.10%
10.00%	0.15%	0.15%
13.00%	0.20%	0.20%
17.00%	0.25%	0.25%

* While the CalPERS Board may elect to implement something different, the current policy suggests that the board should reduce the discount rate 20 bps to 6.8%. <https://www.calpers.ca.gov/docs/funding-risk-mitigation-policy.pdf>

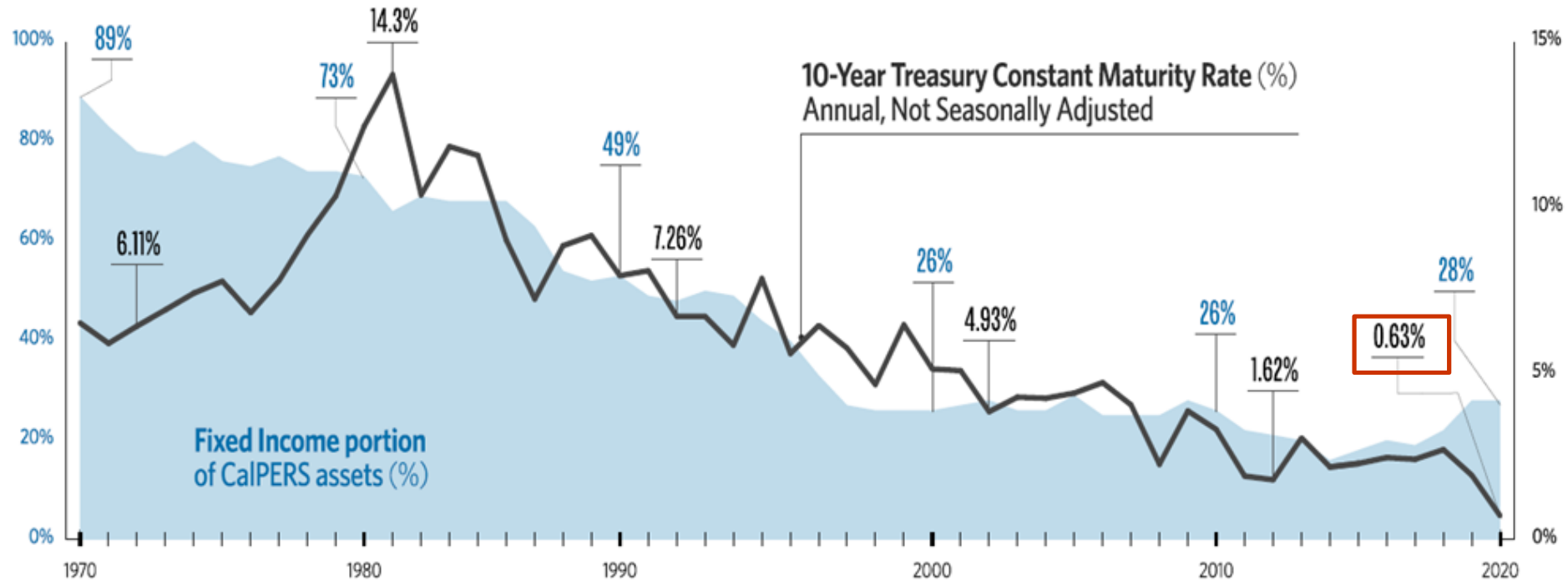
CalPERS Historic Investment Returns



Challenges to Achieving Target Returns

US Treasury Yields Reduced to Near Zero

We Need to Take Risks to Achieve Returns



Source: CalPERS

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Capital Market Survey

	Survey Parameter	2017 ALM*	2020 Mid-Cycle ALM Survey Median Value 03/31/20	2021 Initial ALM Survey Median Value 12/31/20	2021 Second ALM Survey Median Value 03/31/21
10-Year Expectations	Expected Return	6.1%	5.7%	4.9%	5.3%
	Expected Risk	11.4%	10.5%	11.5%	11.3%
	Expected Return/Risk	0.54	0.54	0.43	0.47
20-Year Expectations	Expected Return	7.0%*	6.6%	5.4%	6.2%
	Expected Risk	11.4%	10.5%	11.5%	11.3%
	Expected Return/Risk	0.73	0.63	0.47	0.55

Applying the survey results to our current portfolio mix, we do see lower expected returns and higher expected risk. Note the December 2020 survey results indicated a much steeper decline in our portfolio expected returns. This variability reflects both the degree of uncertainty in the projections, and the pace of events that influence those projections.

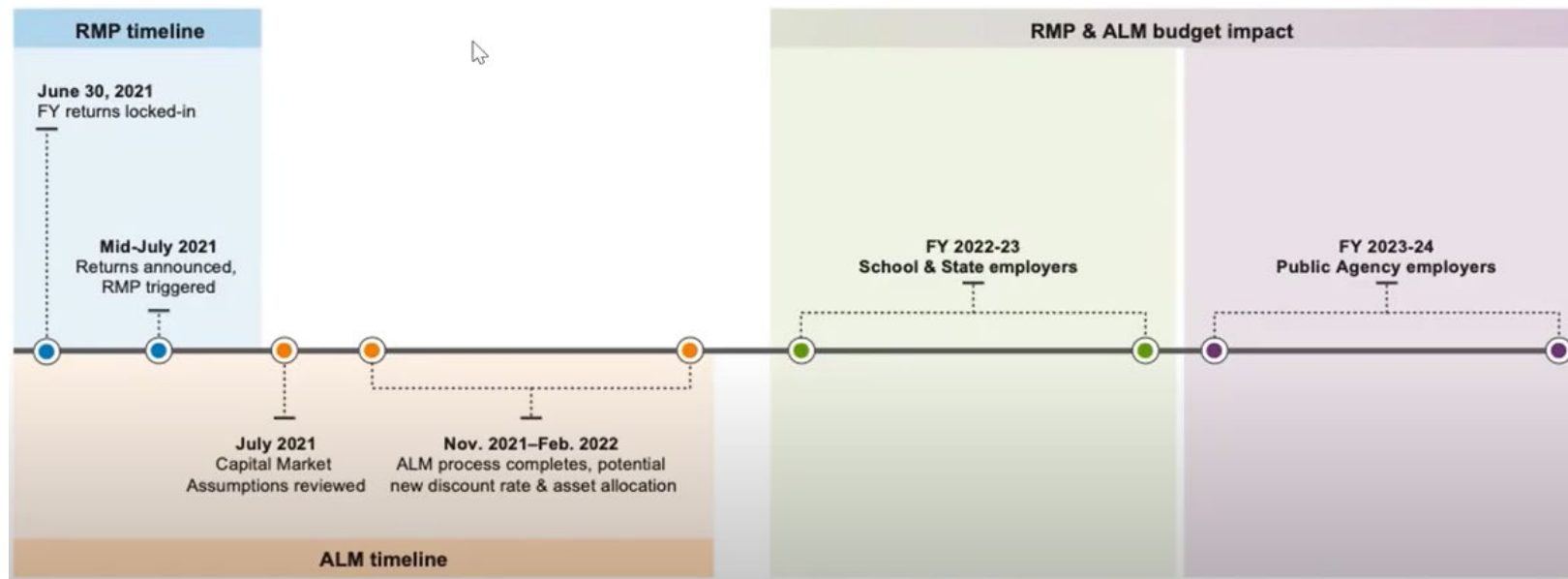


*The 2017 20-year expected return of 7.0% is the long-term blended expected return for years 1-60, which is made up of the 1-10 year expected return of 6.1% and the 11-60 year expected return of 8.3%.

What is Happening When?

All subject to CalPERS Board Decisions

- CalPERS Board Expected to Adopt New Discount Rate November 2021
- Assets and Liabilities Adjusted in 2021 Valuation (Next Fiscal Year for Most Plans)
- Net Positive Impact to Funded Status Under Almost Every Conceivable Scenario
- Contribution Rate Impact Begins FY 22-23 Schools & State, FY 23-24 Local Agencies



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St. Helena Potential Impact?

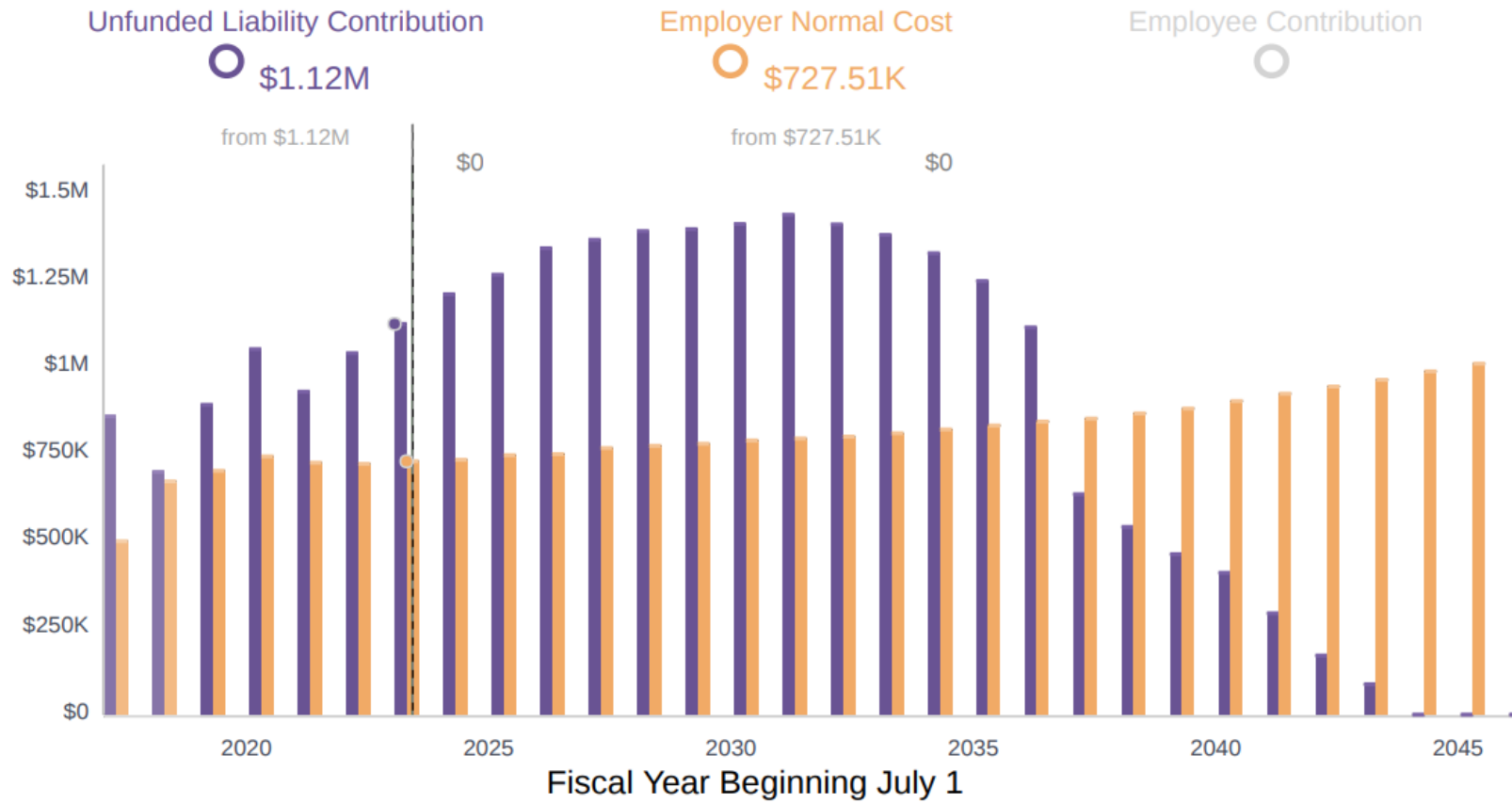
Plan Funded Status (Millions)

Scenarios	6/30/2020	6/30/2021				
	Status Quo	A	B	C	D	E
Investment Return	7%	7%	21.3%	21.3%	21.3%	21.3%
Discount Rate	7%	7%	7%	6.8%	6.5%	6.25%
Mark Value of Assets (MVA)	\$34	\$36	\$41	\$41	\$41	\$41
Accrued Liability (AL)	\$48	\$49	\$49	\$51	\$52	\$54
Unfunded Liability (UAL)	\$13	\$13	\$8	\$10	\$11	\$13
Funded Status (FS)	71%	73%	84%	80%	79%	76%

Scenario Notes:

- A** Favorable investment return increases MVA \$5 Million and increases funded status nearly 11% from status quo.
- B** **Baseline:** 6.8% discount rate increases AL \$2 million and reduces funded status 4% from scenario A (Favorable Investment Return).
- C** 6.5% discount rate increases AL \$3 million and reduces funded status 5% from scenario A (Favorable Investment Return).
- D** 6.25% discount rate increases AL \$5 million and reduces funded status 8% from scenario A (Favorable Investment Return).
- E** 6.0% discount rate increases AL \$7 million and reduces funded status 11% from scenario A (Favorable Investment Return).

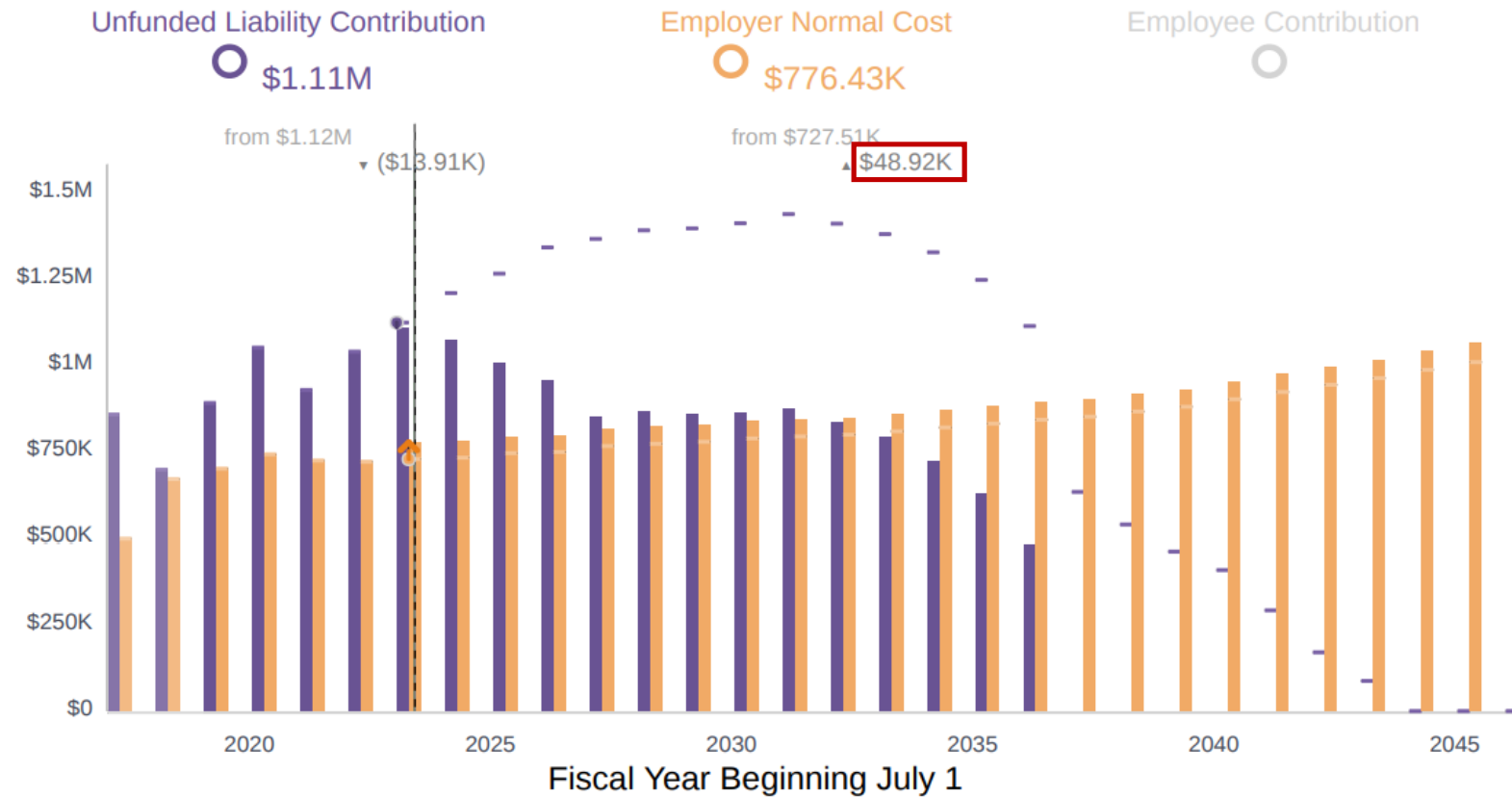
Employer Costs Before Favorable Investment Return and Lower Discount Rate Change



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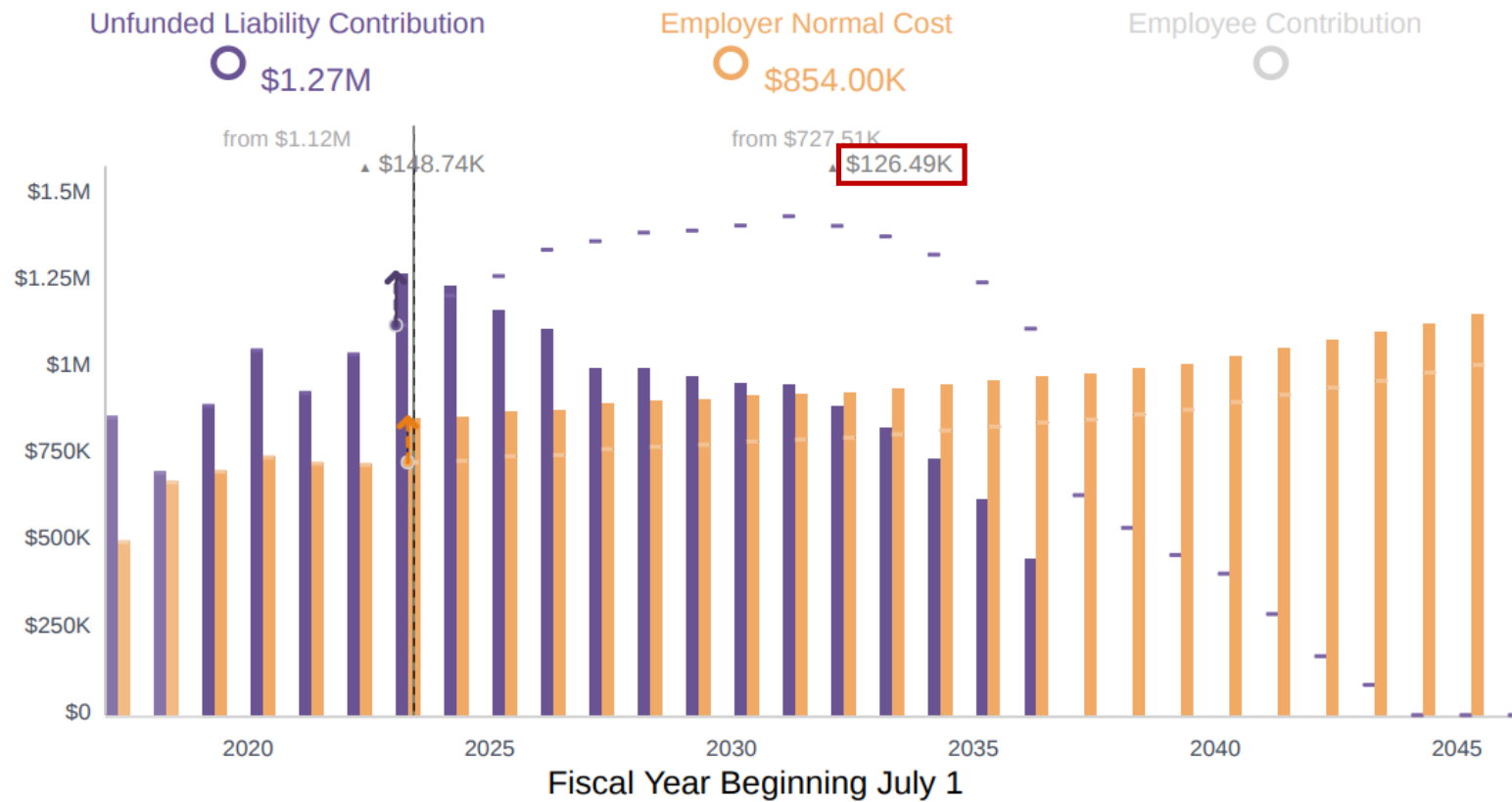
Employer Costs After 21.3% Investment Return and 6.8% Discount Rate Change



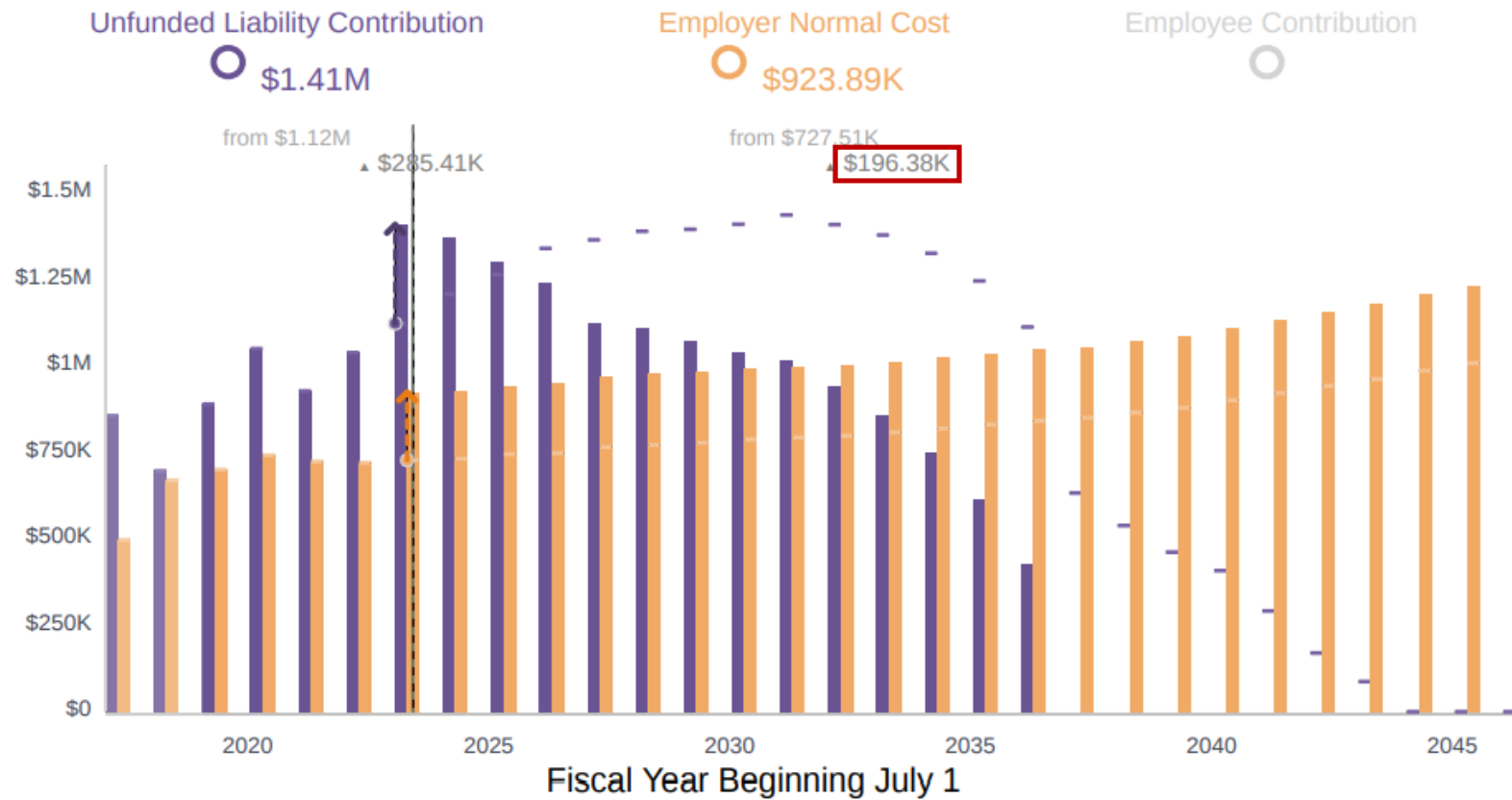
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Employer Cost After 21.3% Investment Return and 6.5% Discount Rate Change



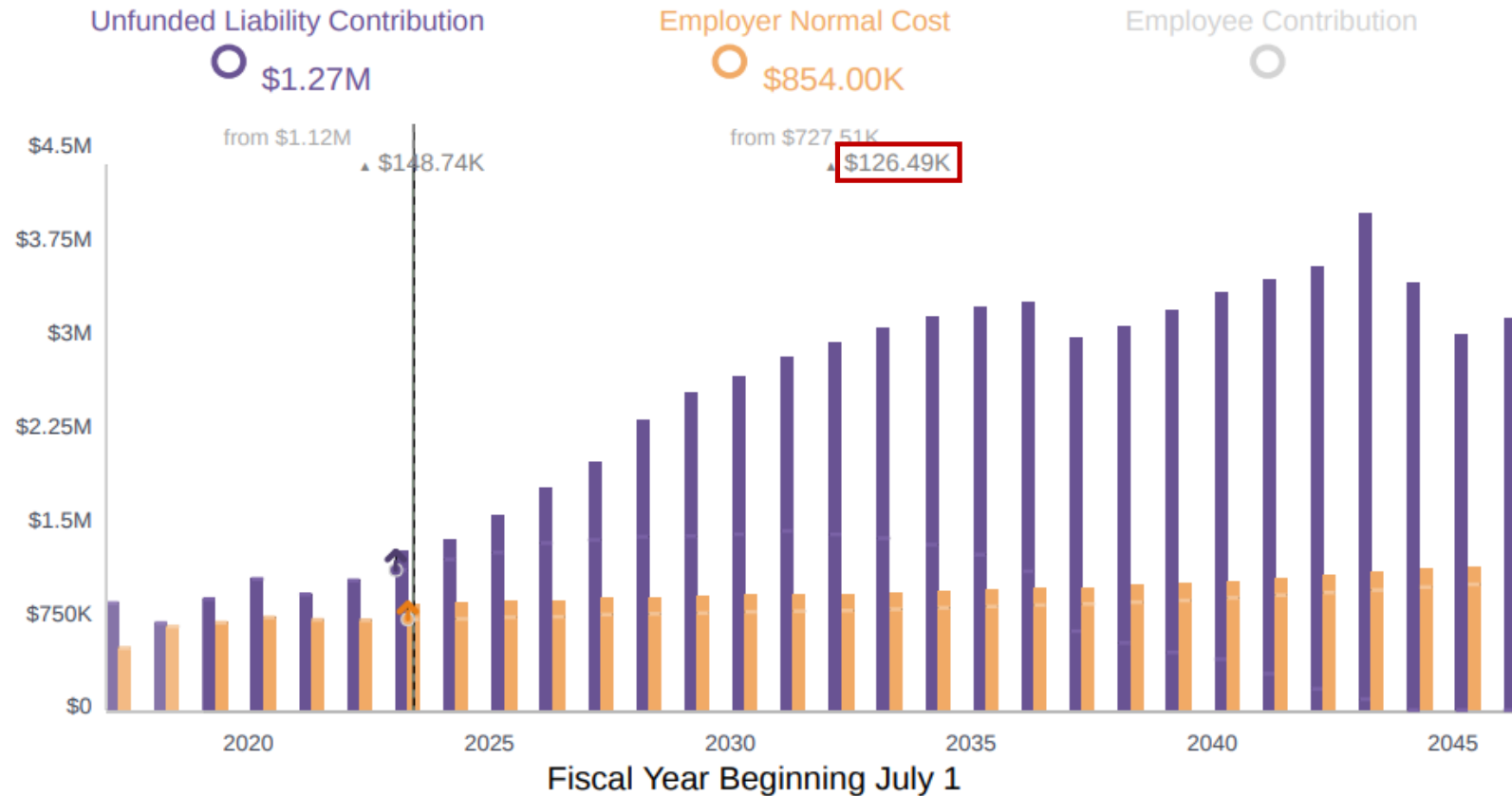
Employer Cost After 21.3% Investment Return and 6.25% Discount Rate Change



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Employer Cost After 21.3% Investment Return and 6.5% Discount Rate Change + Dot Com-Like Recession



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Further Considerations

Known Threats

- More Pandemic Waves
- Geopolitical Risks
- Political Gridlock on Further Stimulus
- Low Fixed Income Yields
- Inflation
- Significant Market Correction or slow reversion to the mean
- Unknown, unknowns but we know you are out there

Maintain Budget Flexibility

- Budget Revenues Conservatively Low
- Budget Expenditures Conservatively High
- Build in Discretionary Savings Plans
- Sufficient Contingency Reserve
- Insurance to Protect Against Known Risks
- Multiple Contingency Plans
- Long Range Planning (pensions, capital infrastructure)

See: GFOA Report “Cash is King” for more ideas

Questions



Disclaimer

While tested against actuarial valuation results, the software results will not necessarily match actuarial valuation results, as no two actuarial models are identical. The software offers financially sound projections and analysis; however, outputs do not guarantee compliance with standards under the Government Accounting Standards Board or Generally Accepted Accounting Principles. The software and this presentation are not prepared in accordance with standards as promulgated by the American Academy of Actuaries, nor do outputs or this presentation constitute Statements of Actuarial Opinion. GovInvest has used census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. GovInvest has relied on this information without audit.



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: OLD BUSINESS

Subject: Quarter 1 Review of City of St. Helena 2021-22 Workplan Tasks

CEQA Determination: Not a CEQA project

Prepared By: Preya Nixon, Asst. to the City Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Since 2017 the City Council has established three-year citywide organizational goals and priorities for the coming year.

On March 4, 2021, the City Council held a workshop and discussed the development of the citywide goals and fiscal year 2021-22 workplan objectives. At the April 1, 2021 follow-up City Council workshop, the City Council provided feedback and reviewed goal dates/tasks to ensure a realistic timeframe.

DISCUSSION

The attached three-year goals and 2021 workplan prioritizes tasks, assigns responsibility to various initiatives, and provides a means of providing periodic status report on progress. The purpose of the Quarter 1 review is to provide an update on progress associated with 2021 workplan tasks.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

[Q1 Goals Update](#)

Council Approved Three-Year Goals and 2021 Work Plan

	WHO	WHAT	NOTES	PROJECT STATUS	FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete	Q1	Q2	Q3	Q4	
GOAL 1	Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship, Public Health, and Public Safety								
A	Police Chief	Complete Glass Fire After Action Report to improve emergency preparedness for future events.	Completed and presented at Special Council Meeting of June 29, 2021.	100%		X			240
B	City Engineer	Adoption of Integrated Utility Master Plan Findings/Recommendations.	Preliminary Council presentation held July 30, 2020.	95%		X			80
C	City Engineer	Complete analysis of St. Helena Vine Trail route options and facilitate Council decision making on preferred route.	Discussed with ATSC in October 2020; Next discussion planned with City Council. Tentative meeting date in November.	90%			X		40
D	City Engineer + GHD	Complete Phase I - Citywide Active Transportation Plan/Safe Routes to School Plan (Madrona/Spring St. Pedestrian Improvements).	Phase I draft report with short term recommendations is complete and under review by the City Engineer. Presentation for Phase I recommendations tentatively scheduled for ATSC meeting on October 6, 2021.	50%			X		100
E	City Engineer	Construct Spring Street Bike Lanes.	Design is complete and apparent low bidder has been identified. Construction is scheduled for October 2021.	95%			X		20
F	City Engineer + Acting PW Director	Create a Comprehensive Water Security Framework to manage initiatives	Presented to City Council on July 27, 2021.	100%			X		160
G	City Engineer + City Attorney	Complete conservation easement for Flood Control Project.	Scheduled for Council review and approval on October 12, 2021.	50%			X		80
H	City Attorney (Lead) + City Engineer	Prepare Draft Water Will Serve Policy for City Council Review.		20%			X		160
I	Chief of Police	Develop emergency evacuation plan and procedures.	Zonehaven evacuation program announced July 2, 2021.	100%			X		160
J	City Engineer + Operations Manager	Complete Public Works Standards Update.	Standards are developed; staff needs to conduct an internal review.	75%				X	180
K	City Engineer + GHD	Complete Phase II - Citywide Safe Routes to School (SR2S) analysis.	GHD has began working on Phase II. Existing conditions report has been developed and a walking workshop will be scheduled in October or November 2021.	10%				X	120

	WHO	WHAT	NOTES	PROJECT STATUS		FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete		Q1	Q2	Q3	Q4	
GOAL 2	Stabilize, Maintain and Improve Access to Housing									
A	Planning Director (Lead) + City Manager + CM Hall + CM Hardy	Consider and synthesize stakeholder housing recommendations and recommend short and long-term housing initiatives to the City Council, including advancing the use of one or more of city-owned parcels (including Adams Street) for affordable housing.	Council working group to consider revenue options when analyzing housing options for Adams Street parcel.	0%			X			80
B	Planning Director (Lead) + Lise Wise Consulting	Complete Zoning Code update.	Schedule may be adjusted depending on scope of comments and revisions requested by the Zoning Code Subcommittee. All sections of the draft code have been submitted to staff for review. About 50% of the code remains to go to the subcommittee for review.	50%				X		450
C	Planning Director (Lead) + Assistant Admin. Services Director	Update Housing Impact Fees for workforce housing and consider updates to inclusionary housing ordinance.	Recommendations for updates to IHO ordinance will be folded into the zoning code update.	35%			X			90
D	Planning Director (Lead) + Mintier Harnish	Advance work on General Plan Housing Element Update	To date there has been a joint meeting of the Planning Commission and City Council, in addition to one community workshop.	10%					X	500

	WHO	WHAT	NOTES	PROJECT STATUS	FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete	Q1	Q2	Q3	Q4	
GOAL 3	Enhance Organizational Performance, Communications, and Commit to Full Public Participation and Regional Collaboration								
A	City Manager + Assistant to the City Manager	Consider recommendations to governing language presented by Parks & Recreation Commission and ATSC.	Both ATSC and the PRC have created subcommittees to evaluate governing language.	20%	X				160
B	City Manager + Assistant to the City Manager	Identify and advance internal and community social justice, diversity and inclusion initiatives.	Action framework presented to City Council on May 11, 2021.	25%	X				160
C	City Manager	Provide quarterly updates on workplan status/completed tasks; enhance City website for community communication purposes.	Updates will be provided at the completion of each quarter.	25%		X			160
D	Police Chief + City Attorney	Review and consider updates to Police Policies to ensure alignment with core City values.	Currently under review by Chief of Police.	40%		X			160
E	HR/IT Director + City Manager	Prepare/present to the City Council an employee succession plan and/or strategy to help retain employees and minimize turnover costs.	Next steps include reviewing draft succession plan with City Manager	75%		X			24
F	Planning Director (Lead) + Vice Mayor Dohring	Prepare/present citywide design guidelines to the Planning Commission for adoption.	The new draft zoning code includes some design illustrations and multi-family objective standards have been drafted as part of the new code.	60%			X		350
G	Chief of Police	Implement State and Federal DOJ mandated reporting system, radio encryption system, and software/training.	County of Napa awarded \$1.4 million for equipment and software. St. Helene Police Dept. is equipped and waiting on County to equip and implement.	90%				X	TBD

Council Approved Three-Year Goals and 2021 Work Plan

	WHO	WHAT	NOTES	PROJECT STATUS		FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete	Q1	Q2	Q3	Q4		
GOAL 4	Ensure Long-Term Economic Sustainability while Supporting St. Helena's Charm and Rural Character* (*Draft goal title)									
A	Admin. Services Director	Complete Impact Fee Study and Cost Allocation Plan (including inclusionary fees and housing fees) for City Council adoption.		90%			X			60
B	City Manager (Lead) + Admin Services Director + Mayor Ellsworth + Vice Mayor Dohring	Prepare financing and revenue options for City Council review and consideration to address City Infrastructure deficiencies.	Presented at June 8, 2021 City Council Meeting. Direction provided to pursue opinion research services. Council awarded contract to FM3 Research on September 14, 2021.	100%		X				60
C	Planning Director (Lead) + Parks & Recreation Commission + City Engineer	Advance progress on development of walking trails	The St. Helena Open Space Trails ad hoc subcommittee presented their final report to the Parks & Recreation Commission on July 26, 2021. The PRC endorsed the report.	50%			X			150
D	Business Liaison + City Manager + CM Chouteau + CM Hall	Prepare and implement COVID Business Recovery Plan & Continuity Strategy for Phase 1 Downtown Streetscape Project.	Business Recovery Strategy presented to City Council August 21, 2021. Continuity strategy for Streetscape Project to align with project.	80%			X			60
E	Planning Director (Lead) + CM Chouteau + CM Hall	Develop marketing collateral for prospective tenants and prioritize targeted business types.		5%			X			TBD
F	Parks & Recreation Director (Lead) + Parks & Recreation Commission	Prioritize General Plan "Parks & Recreation" Chapter action items with appropriate staff and Parks & Recreation Commission feedback into short (1-2 years) and long-term (3-5 year) actionable tasks; advance short-term tasks.	Ad Hoc Subcommittee continues to review implementing actions and discuss recommended updates with the Parks & Recreation Commission.	60%				X		30
G	Planning Director (Lead) + City Engineer	Develop Parklet's Policy for City Council review and consideration.	Time has been focused on other public space activation opportunities as directed by City Council in March 2021. Staff have begun conversations with a parklet designer who has done work in Calistoga to evaluate options for St. Helena.	15%				X		60
H	TBD	Initiate pedestrian activation of Money Way beginning with garbage/recycling consolidation.	Next steps include a site visit and agreement with the County to get reimbursed for items as part of the scope of the grant.	0%					X	120

Council Approved Three-Year Goals and 2021 Work Plan

	WHO	WHAT	NOTES	PROJECT STATUS	FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete	Q1	Q2	Q3	Q4	
GOAL 5	Support Thriving Families and Enhance the Safety, Well-Being, and Healthy Development of our Youth								
A	Assistant to the City Manager + Vice Mayor Dohring and Council Member Chouteau	Redwood Forest Expansion: In coordination with Paul Asmuth, determine opportunities to include youth during the planting of the redwood trees. Connect with Biology teacher Lisa Luhn to tie in an educational component.	Redwood Forest Planting Day was held July 9, 2021. Additional coordination will occur on the educational side in coming months.	90%		X			20
B	Assistant to the Manager City + Vice Mayor Dohring and Council Member Chouteau	The Council will designate two to three Youth Representatives to speak once every two months at City Council meetings. These individuals would a) provide an update on youth related issues in the community and b) act as a liaison to youth when feedback is requested on City Council matters.	Staff and Council representatives Vice Mayor Dohring and Council Member Chouteau have developed a student representative selection process which has been reviewed by and agreed to by SHUSD Supt. Wilson and SHHS Principal Scinto.	50%		X			60
C	Assistant to the City Manager + Vice Mayor Dohring and Council Member Chouteau	Distribute Youth Survey to High School and Middle School to receive direct feedback from the youth.	The survey has been created and distributed; ad hoc committee is reviewing results.	100%		X			20
D	Asst. Admin. Services Director	Prepare and submit \$500,000 CDBG grant in partnership with Aldea Children & Family Services to support delivery of youth and family mental health services.		100%		X			12
E	Assistant to the Manager City + Vice Mayor Dohring and Council Member Chouteau	Create a Diversity, Equity and Inclusion Committee with a seat for a youth member to identify recommendations to ensure a more socially diverse and inclusive community.		0%			X		200
F	Assistant to the Manager City + Vice Mayor Dohring and Council Member Chouteau	Consider refining the Nonprofit Grant Criteria to specifically state that a grant will be awarded to a nonprofit that supports thriving families and enhances the safety, wellbeing and healthy development of youth and related issues.		0%			X		10

	WHO	WHAT	NOTES	PROJECT STATUS	FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete	Q1	Q2	Q3	Q4	
GOAL 6	SUPPORT INITIATIVES THAT RESPOND TO AND PLAN FOR CLIMATE CHANGE								
A	Planning Director (Lead) + ATSC + Planning Commission	Prioritize General Plan "Climate Action" Chapter action items with appropriate staff and Planning Commission/ATSC Committee feedback into short (1-2 years) and long-term (3-5 year) actionable tasks.	ATSC has reviewed these items. Next step is to bring forward at a future City Council meeting	20%		X			60
B	Assistant to the City Manager + PW Operations Manager	Development of an Integrated Pest Management Policy.	This item was brought to ATSC in August, and it is anticipated to go to City Council in October.	95%		X			60
C	Assistant to the City Manager + City Engineer + City Attorney	Coordinate expansion of Redwood Forest at Waste Water Treatment Plant.	Staff is working with the City Attorney to develop a short term agreement for work to begin and is concurrently researching a longer term agreement.	10%		X			120
D	City Engineer + Water Consultant	Advance the City's public trust commitments to water and climate change.	Council adopted protocols for Stonebridge Wells on 4/27/2021.	10%		X			TBD
E	Assistant to the City Manager + Planning and Building Director	Consider joining countywide Joint Powers Agreement (JPA) to support, coordinate, and advance regional climate action initiatives.	Approved 4/13/2021.	100%		X			60
F	NVTA/Planning Director/Public Works Director	Develop and adopt VMT thresholds in accordance with State law.	Staff continues to work closely with NVTA staff on this topic.	10%			X		70
G	Assistant to the City Manager + City Manager + PW Operations Manager	Consider alternatives to Gas Leaf Blowers		0%				X	TBD

	WHO	WHAT	NOTES	PROJECT STATUS	FY 2021-22 TARGET COMPLETION				ESTIMATED STAFFING HOURS
				% Complete	Q1	Q2	Q3	Q4	
OTHER									
A	Assistant to the City Manager (Lead) + Recreation Supervisor + City Manager	Coordinate tenant improvements and relocation of City Hall and Police operations to Napa Valley College Upper Valley Campus.	Architectural drawings for tenant improvements were submitted to the Division of State Architects on Sept. 13, 2021.	25%			X		400



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: OLD BUSINESS

Subject: In-person City Council, Boards, Commissions, and Committee Meetings Discussion

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California due to the threat of COVID-19. On March 12, 2020, Governor Newsom ordered that all residents heed any orders and guidance of the state and local public health officials, including social distancing measures to control the spread of COVID-19. Additionally, that order waived portions of the Brown Act and authorized a local legislative body to hold public meetings via teleconference and to impose or recommend measures to promote social distancing and the City Council, Boards, Commissions have since been meeting virtually only.

Governor Newsom signed Assembly Bill 361 (AB 361) on September 16, 2021, which amends the Ralph M. Brown Act to provide additional provisions that allow meetings of legislative bodies to continue to be conducted via teleconference. AB 361 went into effect immediately upon the Governor's signature.

DISCUSSION

Per City Council request, Staff is presenting the following items for City Council discussion and direction regarding continued virtual or in-person meetings.

Options for Council discussion and direction:

Continue with Virtual Meetings

AB 361 allows for the City Council to make the determination to continue in a virtual environment due to the State of Emergency in California associated with the COVID-19 threat.

Move to In-Person Meetings

St. Helena Unified School District (District) staff have implemented guidelines in the boardroom that allow for in-person meetings and compliance with COVID guidelines. The District requires the use of face coverings at all times while in the boardroom. Additional recommendations include no one enter the facility with COVID symptoms, using hand sanitizer, and use of two air purifiers in the boardroom. As the reopening plan by the State continues to develop, it is anticipated these guidelines will be adjusted accordingly.

In addition to District guidelines, City staff will review current City guidelines and update as appropriate.

Additional Public Comment Alternative

Currently the public has a variety of options to provide public comment which are:

1. Join the meeting in real time virtually and provide public comment when called for.
2. Phone in to the meeting and provide public comment when called for.
3. Members of the public can also email public comments to publiccomment@cityofsthenelena.org and the comments are included with the agenda.

An additionally public comment option the Council may consider is allowing a member of the public to make a reservation with the City Clerk to provide public comment for a particular agenda item. When the item is called for public comment the City Clerk would phone the member of the public and allow them to address the City Council.

Staff is seeking City Council discussion and direction.

FISCAL IMPACT

No fiscal impact.

RECOMMENDED ACTION

Discuss and provide direction.



Report to the City Council
Regular City Council - 28 Sep 2021

Agenda Section: NEW BUSINESS

Subject: Discussion and direction regarding a request from Council Member Hall to fly the POW flag beneath the California flag on the governmental flag pole in perpetuity.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Council adopted policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property, which authorizes the display of non-governmental flags on City property.

DISCUSSION

A member of the public approached Council Member Hall and requested that the City Council consider placing the POW flag beneath the California flag on the governmental flag pole in perpetuity. The current policy of displaying non-governmental flags on City property does not address non-governmental flags being flown on the governmental flag pole. Please see the following excerpt from the policy.

Policy - Display of Non-Governmental Flags on City Property

1. The Mayor and/or a member of the City Council may submit a request to the City Manager in writing to display a Non-Governmental Flag on a Ceremonial Flagpole in conjunction with official actions, ceremonial items, or proclamations of the City Council. The request shall specify:
 - a. the type of flag to be displayed
 - b. how display of the flag would relate to a prior or proposed official action, ceremonial item, or proclamation of the City Council, and

c. the proposed time and manner of display.

2. Following consideration of a request, if the Council approves the request, either by minute order or in conjunction with adoption of some other official action, ceremonial item, or proclamation, the City shall display the requested Non-Governmental Flag on a Ceremonial Flagpole at the time, place, and manner so directed by the Council. If the Council does not approve a request, it shall be deemed to have been denied and shall not be reconsidered for a period of six (6) months.

3. When a Ceremonial Flagpole is not displaying a Non-Governmental Flag, the City Flag may be flown upon the order of the City Manager, in his or her discretion.

4. The Ceremonial Flag Pole will be located beside the existing governmental designated flag pole outside of City Hall.

The City Council may consider amending the current policy to address non-governmental flags to be flown on the governmental flag pole and this specific request.

FISCAL IMPACT

No fiscal impact

RECOMMENDED ACTION

Discuss and provide direction to the City Manager.

ATTACHMENTS

[Eric Hall.POW Flag Request](#)

[2019-66 Rescinding Resolution 2017-75 and Amending the Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and Authoriz](#)

Cindy Tzaopoulos

From: Mark Prestwich
Sent: Wednesday, September 8, 2021 6:23 PM
To: Cindy Tzaopoulos
Subject: FW: POW flag on main pole

Hi Cindy,

Please prep this for consideration at the 9/28 meeting. Thanks!

-Mark

From: Eric Hall <EHall@cityofsthelena.org>
Sent: Wednesday, September 1, 2021 12:54 PM
To: Mark Prestwich <MPrestwich@cityofsthelena.org>
Cc: Cindy Tzaopoulos <ctzaopoulos@cityofsthelena.org>
Subject: RE: POW flag on main pole

Thank you for the background and help.

Best,
E

On Sep 1, 2021 11:50 AM, Mark Prestwich <MPrestwich@cityofsthelena.org> wrote:
Hi Eric,

Attached is a link to last year's POW flag request. Please note the attached policy describes the process (your email suffices to get this started) and allows the Council to decide the period a ceremonial flag can be flown so, while the Council has not previously authorized a flag to fly for a year, the Council can consider and make that request permanent. I will work with Cindy to add this to a future agenda.

[https://sthelena.civicweb.net/document/40782/Request%20to%20fly%20the%20LGBTQ%20and%20POW MIA%20flag%20on%20th.pdf?handle=2087EBD3D8F740EBA156F1ED0476B6C5](https://sthelena.civicweb.net/document/40782/Request%20to%20fly%20the%20LGBTQ%20and%20POW%20MIA%20flag%20on%20th.pdf?handle=2087EBD3D8F740EBA156F1ED0476B6C5)

-Mark

From: Eric Hall <EHall@cityofsthelena.org>
Sent: Tuesday, August 31, 2021 3:25 PM
To: Mark Prestwich <MPrestwich@cityofsthelena.org>
Subject: POW flag on main pole

Mark,

Mike Griffin called to discuss placing a POW flag on the main flag pole, below the CA flag. He says there was a temporary thing done last year for a two-week period and he, the American Legion, Native sons, Rotary and others are now requesting it fly permanently on the main flag pole. I told him I would support the effort, provided they pay for the flag. He agreed.

I told him I would write a formal letter to you. Let me know if you foresee any issues with this, and anything else to include in the letter. Thanks. Best,

E

Eric Hall
Council Member, City of St. Helena
ehall@cityofsthelena.org
925-708-2686
www.cityofsthelena.org

CITY OF ST. HELENA

RESOLUTION NO. 2019-66

**Rescinding Resolution 2017-75 and Amending the Policy
P-CC-0001 Outdoor Display of Governmental and Non-
Governmental Flags on City Property and Authorizing a
Ceremonial Flag Recognizing LGBTQ Pride Month during
the Month of June**

RECITALS

- A. On June 13, 2017, the St. Helena City Council established a uniform policy to govern the flying of the National, State, and City flags on City-owned properties at half-staff to pay homage to the deceased and to govern the display of non-governmental flags on specified City-owned flagpoles; and
- B. The City Council desires to amend the current policy establishing a more prominent place to display non-governmental flags; and
- C. The more prominent location will be a flag pole installed beside the existing governmental designated flag pole outside of St. Helena City Hall; and
- D. A request has been made for the LGBTQ Pride Month flag to be flown the first half of the month of June and the Transgender flag will be flown the second half of June in recognition of LGBTQ Pride Month.

RESOLUTION

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

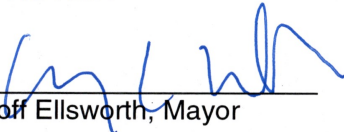
- 1. Approves City Council Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property as outlined in the attached Exhibit A; and
- 2. Rescinds Resolution 2017-75; and
- 3. Authorizes a ceremonial flag recognizing LGBTQ Pride Month during the month of June; and
- 4. If any action, subsection, clause or phrase of this Resolution or the policies in Exhibit A shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or of the policy adopted by this Resolution that can be given effect without the invalid provisions; and

5. The City Council finds that the project is exempt from the requirements of CEQA pursuant to section 15303 in that it qualifies for a Class 3 Categorical Exemption.

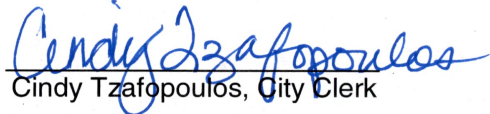
Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

Mayor Ellsworth: Yes
Vice Mayor Dohring: Yes
Councilmember Chouteau: Yes
Councilmember Knudsen: Yes
Councilmember Koberstein: Yes

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzafropoulos, City Clerk





City of St. Helena
Council Policy
 Administration

Policy
**Outdoor Display of Governmental and
 Non-Governmental Flags on City Property**

Page 1 of 2

Title: Outdoor Display of Governmental and Non-Governmental Flags on City Property	Policy #	P-CC-0001
	Revision #	1
	Implementation Date	2017-06-13
	Last Update Date	2019-05-28
Approval by City Council Resolution No. 2019-66	Date Approved	2019-05-28

I. Purpose, Overview and Scope of this Policy

The purpose of this administrative policy is to establish a uniform policy to govern Outdoor Display of Governmental and Non-Governmental Flags on City Property.

Nothing set forth in this Policy is intended to prohibit or curtail individuals from displaying a flag on private property under his or her control or to wear or carry a flag.

This policy rescinds the previous Outdoor Display of Governmental and Non-Governmental Flags on City Property policies and remains in effect until rescinded by City Council.

II. Authority

The City Council has authority to update this policy.

III. Policy - Flying Flags on City Property at Half-Staff

1. National flags and/or California flags on City-owned property shall be flown at half-staff upon order of the President of the United States or authorization by the Governor of California.
2. National, California, and/or City flags on City-owned property may also be flown at half-staff at the direction of the Mayor upon the death of:
 - a. A City Councilmember, past or present;
 - b. A City employee whose death occurred during the discharge of duty;
 - c. A City employee or retiree having served the City for 25 or more years; and/or
 - d. A prominent citizen not holding or having held elected public office, whose accomplishments and contributions to the community clearly demonstrated a commitment over and beyond that which would be normally associated with the performance of work.
3. For the above circumstances, flags will be flown at half-staff as soon as practicable following the notification of a death, and will ordinarily be continued for 48 hours.



City of St. Helena
Council Policy
 Administration

Policy
**Outdoor Display of Governmental and
 Non-Governmental Flags on City Property**

Page 2 of 2

IV. Policy – Display of Non-Governmental Flags on City Property

1. The Mayor and/or a member of the City Council may submit a request to the City Manager in writing to display a Non-Governmental Flag on a Ceremonial Flagpole in conjunction with official actions, ceremonial items, or proclamations of the City Council. The request shall specify:
 - a. the type of flag to be displayed
 - b. how display of the flag would relate to a prior or proposed official action, ceremonial item, or proclamation of the City Council, and
 - c. the proposed time and manner of display.
2. Following consideration of a request, if the Council approves the request, either by minute order or in conjunction with adoption of some other official action, ceremonial item, or proclamation, the City shall display the requested Non-Governmental Flag on a Ceremonial Flagpole at the time, place, and manner so directed by the Council. If the Council does not approve a request, it shall be deemed to have been denied and shall not be reconsidered for a period of six (6) months.
3. When a Ceremonial Flagpole is not displaying a Non-Governmental Flag, the City Flag may be flown upon the order of the City Manager, in his or her discretion.
4. The Ceremonial Flag Pole will be located beside the existing governmental designated flag pole outside of City Hall.

To: Mayor and City Council Members
 From: Mike Griffin, et al
 Date: September 24, 2021
 RE: POW/MIA Flag

Many St. Helenans take time to remember those Americans who were prisoners of war (POW) and those who are missing in action (MIA), as well as their families. The POW flag is a flag of honor and symbolizes our resolve to never forget POWs or those who served our country in conflicts and are still missing.

While the United States Congress passed a resolution authorizing National POW/MIA Recognition Day as the third Friday in September, we believe the flag should be flown on the City's main governmental flagpole, directly below the US flag, in perpetuity.

Not only will the flag serve as a permanent reminder of those who are lost, but it's a symbol of steadfast resolve. As such, and in these days of continuous crisis, it seems even more fitting to demonstrate our community's resolve and ability to collectively honor those who are lost.

The flag features a white disk bearing in black silhouette a man's bust, a watch tower with a guard on patrol, and a strand of barbed wire. White letters "POW" and "MIA", with a white five-pointed star in between, are typed above the disk. Below the disk is a black and white wreath above the motto "You Are Not Forgotten" written in white, capital letters.

Flag Placement – the POW flag is a flag of honor and should be flown directly below the US flag. The state flag, and other ceremonial flags, should be flown on the City's ceremonial flagpole.



Thank you for taking up this discussion. We hope you agree with our sentiment and proposal.

MIKE GRIFFIN	US ARMY	VIETNAM VET
CHRIS HARTLEY	USMC	GULF WAR VET
CRAIG PINA	US ARMY	ST HELENA POST 199
DALE M BROWN	US ARMY -	COMMANDER
CHRIS RUBIO	U.S. ARMY	VETERAN; PAST
	VET, VIETNAM-68-70	COMMANDER POST 19905
		1994