



**City of St. Helena
Regular City Council Meeting
Tuesday, January 25, 2022 @ 6:00 PM**

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

This meeting will be conducted pursuant to the provisions of Government Code Section 54953 (as amended by AB 361) which authorizes teleconferenced meetings under the Brown Act during certain proclaimed States of Emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. This teleconferenced meeting is necessary so that the City can conduct essential business and is permitted under Government Code 54953 in order to protect public health and safety of attendees.

Consistent with Government Code Section 54953, this City Council Meeting will be held via teleconference only, and will not be physically open to the public. City Council members and staff will teleconference into the meeting by audio and/or video. The meeting will be conducted via Zoom Webinar.

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

NEW FEATURE FOR ALTERNATIVE PUBLIC COMMENT VIA TELEPHONE BY RESERVATION
If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing publiccomment@cityofsthelena.org, or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

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/85870191520>

Or One tap mobile :

US: +16699006833,,85870191520# or +12532158782,,85870191520#

Or Telephone:

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

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

Webinar ID: 858 7019 1520

International numbers available: <https://us02web.zoom.us/j/85870191520>

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Esta reunión será realizada conforme a las provisiones del Código de Gobierno Sección 54953 (modificada por AB 361) la cual autoriza las reuniones de teleconferencia bajo el Acta Brown durante ciertos Estados de Emergencia. El gobernador de California proclamó Estado de Emergencia relacionado con el COVID-19 el 4 de marzo del 2020. Esta reunión por teleconferencia es necesaria para que la Ciudad pueda realizar deberes esenciales y es permitido bajo el Código de Gobierno 54953 en orden de proteger la salud pública y seguridad de los asistentes.

Consistente con el Código de Gobierno Sección 54953, esta reunión del Consejo de la Cuidad será realizada vía teleconferencia y no será físicamente abierta al público. Miembros del Consejo de la Cuidad y personal atenderán la reunión por audio y/ o video. La reunión será transmitida vía Zoom.

La reunión del Consejo de la Cuidad 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 el ID de la reunión o llamando al número ubicado en la agenda e ingrese el ID de la reunión. Se aceptarán comentarios públicos para la reunión del Consejo de la Cuidad por correo electrónico a [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda, pero no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda del Consejo de la Cuidad al día siguiente.

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 como utilizar Zoom, consulte las instrucciones a continuación.

Habrà traducción en español durante la junta

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

<https://us02web.zoom.us/j/85870191520>

Or One tap mobile :

US: +16699006833,,85870191520# or +12532158782,,85870191520#  
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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE  
  
Estimated start time: 6:02 p.m.
3. ADOPTION OF THE AGENDA  
  
Estimated start time: 6:05 p.m.
4. ROLL CALL  
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy  
  
Estimated start time: 6:08 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.
- 5.1. [Public Comment.Bill Lyman](#)
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: 6:15 p.m.
7. PRESENTATIONS AND PUBLIC RECOGNITIONS
- 7.1. Napa Firewise - St. Helena Fire Safe Council Presentation by Chris Warner and Jeff Farmer.

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[St Helena FSC Presentation to St Helena City Council Jan 25 2022Final](#)

8. STAFF BRIEFING

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: 6:30 p.m.

- 9.1. Consideration and proposed approval of Regular Meeting Minutes of January 11, 2022. 29 - 37

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

[01-11-2022 Regular City Council - Minutes](#)

- 9.2. December 2021 Review and Forecasting of City Water Supply Availability 39 - 43

CEQA Determination: Exempt  
Prepared By: Martin Beltran, Management Analyst  
Recommendation:  
Receive and file.

[Staff Report - Pdf](#)

- 9.3. Consideration and Proposed Approval of the Second Reading and Adoption of an Ordinance Amending Chapter 2.56 of the St. Helena Municipal Code Pertaining to the Parks and Recreation Commission 45 - 56

CEQA Determination: Not a CEQA project  
Prepared By: Mark T. Prestwich, City Manager  
Recommendation:  
Proposed approval of the second reading and adoption of an Ordinance amending Chapter 2.56 of the St. Helena Municipal Code pertaining to the Parks and Recreation Commission, by title only and waive further reading.

[Staff Report - Pdf](#)

- 9.4. Consideration and proposed adoption of a Resolution Authorizing: (1) the City Manager to execute Amendment No. 1 to STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$100,293 for a total amount not-to-exceed \$200,913; and (2) a Wastewater Fund budget increase of \$100,293 to 571-5029-2020; and (3) the City Manager to execute Amendment No. 2 to STH Contract: FY2021-048 with Operational Technical Services for temporary Water Treatment Operators in the amount of \$348,561 for a total amount not-to-exceed 57 - 123

\$783,491; and (4) a Water Fund budget increase of \$152,802 to 561-5034-2020; and (6) use of Water Operations Fund balance of \$152,802.

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends adoption of the attached Resolution.

[Staff Report - Pdf](#)

- 9.5. Consideration and Proposed Approval of a Resolution Authorizing: (1) Amendment #4 to STH Contract: FY2019-075 with BKF for Additional Vine Trail Route Study for an additional \$11,000 for a total not-to-exceed amount of \$792,600; (2) authorizing use of General Fund reserves in the amount of \$11,000; and (3) authorizing a budget increase of \$11,000 in the General Fund (Fund 101) expenses to be transferred to the Civic Capital Fund (Fund 733). 125 - 138

CEQA Determination: Not a CEQA project

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

Recommendation:

Staff recommends Council approve the attached Resolution.

[Staff Report - Pdf](#)

[Public Comment.Pam Starr](#)

- 9.6. Consideration and approval of a resolution approving an agreement with Liebert Cassidy Whitmore for various employee relations training and services at no cost to the City of St. Helena which is offered through the Sonoma/Marin Employment Relations Consortium. 139 - 150

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Staff recommends adopting the resolution and authorizing the City Manager to execute the agreement.

[Staff Report - Pdf](#)

## 10. PUBLIC HEARINGS

### 10.1. Consideration and proposed adoption of the following:

1. Adopt a resolution recommending that the City Council approve the Mitigated Negative Declaration / Mitigation Monitoring and Reporting Program for the project, make the required findings; and
2. Adopt a resolution making specific findings and recommending City Council approve the proposed Mills Lane Storm Drain Improvements Project.

**\*This item was noticed to be heard at the November 9, 2021 regular City Council meeting and was subsequently continued to the December 14, 2021, January 11, 2022 and January 25, 2022, regular**

**City Council meetings. This item is being continued again to the February 8, 2022 regular City Council meeting.**

11. OLD BUSINESS

11.1. None

12. NEW BUSINESS

- 12.1. Discussion and Direction Regarding Potential Ballot Measure to Eliminate a Directly Elected Mayor 151 - 171

Estimated start time: 6:35 p.m.

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

[Staff Report - Pdf](#)

[Public Comment.Ane Carr](#)

[Public Comment.Glenn Smith](#)

[Public Comment. Sue Wollack](#)

[Public Comment.Benoit Touquette and Philippa Ward](#)

[Public Comment.Maria and Tim Stel](#)

[Public Comment.Mora Cronin](#)

[Public Comment.Stacey Bressler](#)

[Public Comment.Nancy Dervin](#)

[Public Comment.Andy Bartlett](#)

[Public Comment.Don Fraser](#)

- 12.2. Review of FY 2022-23 Budget Calendar 173 - 174

Estimated start time: 7:35 p.m.

CEQA Determination: Not a CEQA project  
Prepared By: April Mitts, Administrative Services Director  
Recommendation:  
Receive and File

[Staff Report - Pdf](#)

- 12.3. City Council Meeting 2022 Calendar Discussion 175 - 177

Estimated start time: 7:45 p.m.

CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaopoulos, City Clerk  
Recommendation:  
Discuss and provide direction regarding the 2022 City Council meeting schedule.

[Staff Report - Pdf](#)

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

13.1. Will be added prior to the meeting.

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for February 8, 2022, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on January 22, 2022 at 3:10 pm.



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 1572 Railroad Avenue, St. Helena, California, during normal business hours and by appointment. 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 AB361. 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 participant 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.

## **4. Alternative Public Comment Via Telephone by Reservation**

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org), or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

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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.

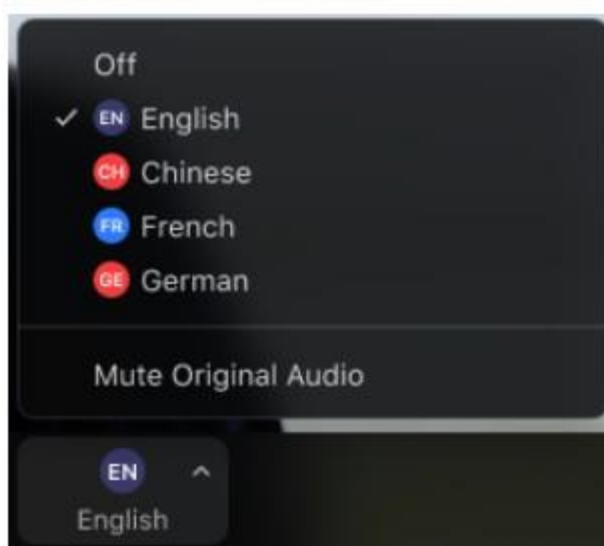
Cómo escuchar la interpretación de un idioma



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. Vea 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.

- Why are we still putting up with leaf blowers?
- Gas powered leaf blowers (GPLB) are a public nuisance
- At least 25 California cities have banned them outright
- There are non-polluting, quieter alternatives available
- More than half of California air pollution is from yard maintenance equipment
- One GPLB emits as much pollution as 299 pickup trucks
- They use 2-cycle engines which burn gasoline combined with oil, thus gross pollution
- The noise is disruptive, unpleasant, and hazardous to the public and workers
- In high density neighborhoods the noise can be nearly constant on some days
- The high decibel noise causes stress which can suppress the immune system
- It disrupts the sleep of night workers who sleep in the day
- The recent California law does not ban leaf blowers, only the sale of NEW ones starting 2025
- GPLBs purchased elsewhere will still be legal to use as will pre-2025 purchases
- Without a local ban we may be putting up with GPLBs for decades
- Municipal bans are simple, inexpensive, and easy to enforce
- Washington DC is the latest city to enact a total ban
- If Yountville can do it, why can't St Helena?
- While we are at it, let's ban gas powered hedge trimmers, which are also noisy 2-cycle polluters



St. Helena Fire Safe Council

Presentation to St. Helena City Council

January 25, 2022

Chris Warner chrisjwarner52@gmail.com

Jeff Farmer jfarmer@seedgrain.com

[Home - Napa Communities Firewise Foundation \(napafirewise.org\)](http://napafirewise.org)

St. Helena Fire Safe Council

Introduction and Contact Info

- Chris Warner chrisjwarner52@gmail.com 415-309-9572
- Jeff Farmer jfarmer@seedgrain.com 707-227-8371

Who We Are

- Voluntary residents and businesses in St. Helena dedicated to supporting wildfire prevention and emergency preparedness in coordination with St. Helena, Napa and CalFire wildfire, emergency response and public outreach experts and leaders
- Tax exempt non-profit association affiliated with Napa Communities Firewise Foundation as fiscal sponsor
- Close collaboration with other Napa Fire Safe Councils including Spring Mountain, Diamond Mountain, Calistoga, Deer Park and Angwin FSCs
- Strongly support community and social services organizations such as COAD, Rianda House

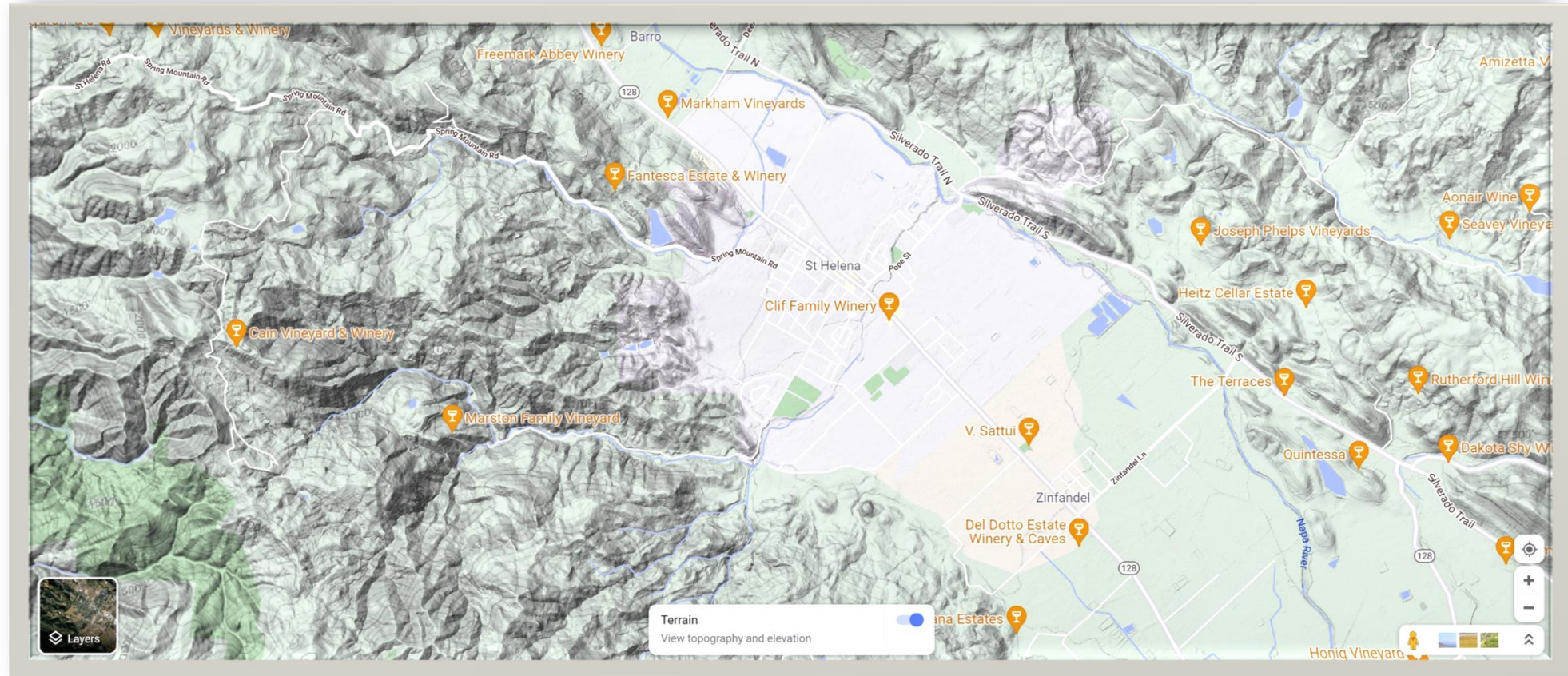
What We Do

- **Community outreach and education on wildfire prevention and wildfire emergency preparedness**
- **Support wildfire prevention and preparedness programs and initiatives by City of St. Helena, St. Helena Fire and Police Departments, Napa Communities Firewise Foundation, Napa County Fire Department, CalFire, Napa Flood Control District, neighborhood associations and businesses**
- **Perform and update Community Wildfire Risk Evaluation and issue Community Wildfire Protection Plan**
- **Support and administer funding for residential defensible space projects in St. Helena**
- **Help access and vulnerable needs residents (inc. fixed income, low income, seniors, assisted living) obtain support to stay safe and prepare for and evacuate during wildfire emergencies**

St. Helena FSC 2022 Activities – Challenges and Opportunities

- **As the Glass Fire After-Action Report demonstrates, the wildfire risks to St. Helena residents remain extremely high, particularly on east, west and northern edges of the city and along Sulphur Creek through the center of the city.**
 - **Map 1: City of St. Helena terrain surrounded by wildfire risk on all sides, and through Sulphur Creek**
 - **Maps 2 and 3: Napa River side of St. Helena – approx. 1,000 vulnerable residents exposed to ember attack across Silverado Trail and along the river and Sulphur Creek**
 - **Maps 4 and 5: Residents on west and north sides of St. Helena, especially Sylvaner Avenue, Spring St./White Sulphur Springs, Sulphur Springs Avenue, and Spring Mountain Road, remain highly vulnerable to wildfires similar to Glass Fire in parts of hills not thinned by wildfires in nearly 100 years**
 - **Sulphur Creek runs through center of town from west to east into Napa River**
- **Wildfire risks outside of St. Helena, including in the eastern and western hills and north and south of St. Helena in the Valley remain high and make the entire St. Helena and Napa County economy extremely vulnerable to damage, lost jobs, reduced tax revenues and disruption of daily life**

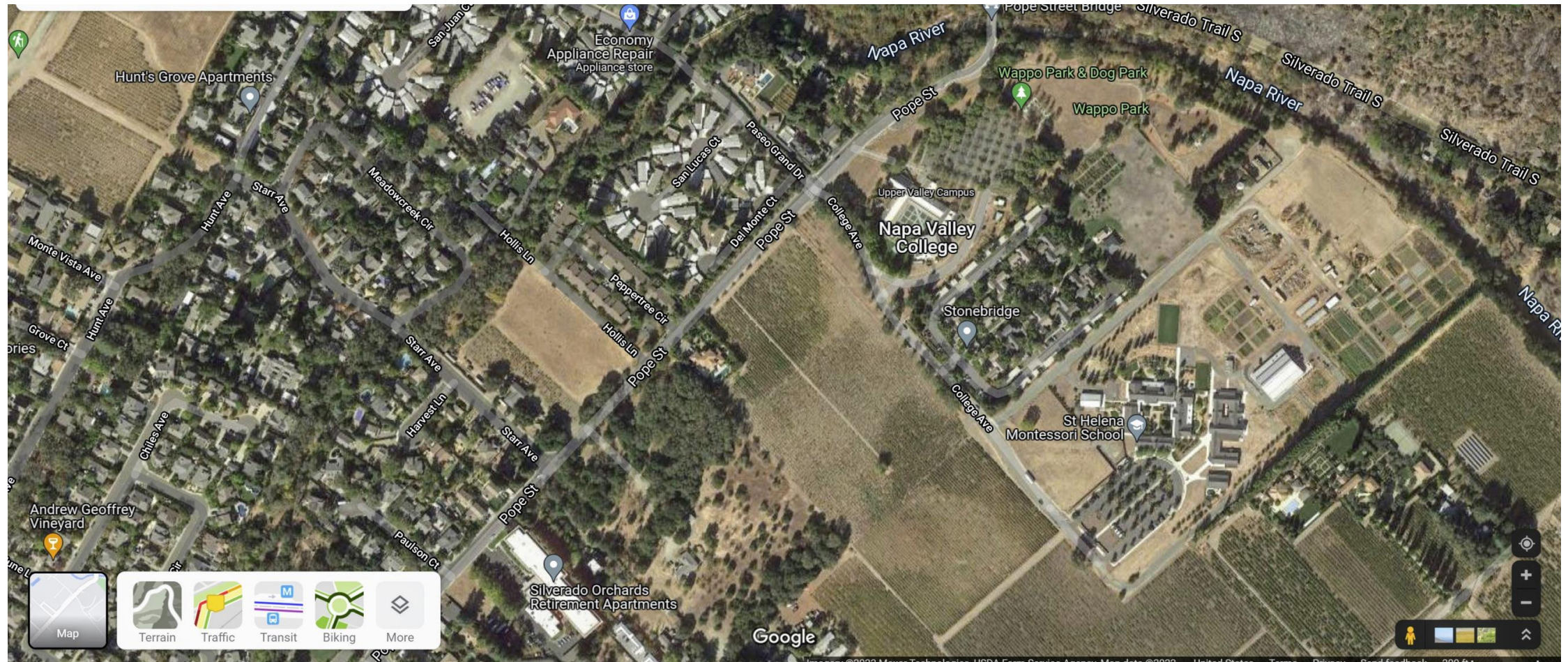
Map 1: City of St. Helena Terrain



Map 2: Napa River – East Side of St. Helena



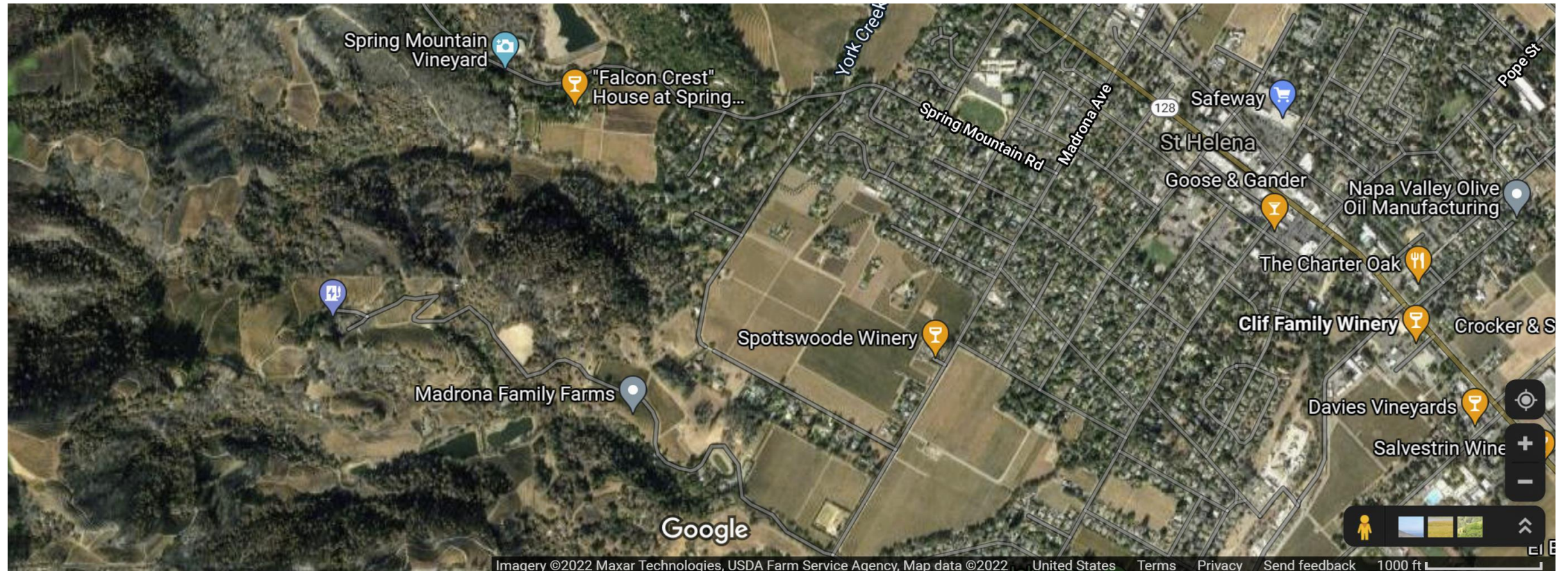
Map 3: Napa River – East Side of St. Helena



Map 4: West Side of St. Helena (Sylvaner, Spring St., White Sulphur Springs)



Map 5: North Side of St. Helena (Fir Hill Trail, Dean York, Spring Mountain Road)



St. Helena FSC 2022 Actions Planned

- **Public education and person-to-person assistance on defensible space and emergency preparedness, including requirements of Napa County and local defensible space ordinances**
- **Support implementation of Napa Communities Firewise Foundation Defensible Space Cost Share program (\$2,000 per property) and Sen. Dodd Holiday Fundraiser funds**
- **Support and help provide staff for emergency preparedness and evacuation drills for tenants and fixed income residents on east side of city bordered by Napa River (Vineyard Valley, Stonebridge, Woodbridge, Huntsgrove)**
- **Obtain public input and issue St Helena FSC Wildfire Community Risk Evaluation**
- **Support and assist St. Helena Fire Department, Napa Communities Firewise Foundation, other Upvalley FSCs, Napa County, and St. Helena neighborhood associations in raising funds and implementing local and neighborhood wildfire prevention projects**
- **Support COAD and other social services agencies helping special needs and vulnerable residents in preparing for wildfire emergencies and keeping safe**

Key Lessons Learned for Wildfire Safety in St. Helena



- Every St. Helena resident is scared to death of wildfires and each has their own personal experiences from the 2017 and 2020 wildfires that they never want to live through again
- Every St. Helena resident and business is looking for expert advice on what they and their neighbors can do to protect themselves from wildfires and help prevent wildfires
- Doing everything we can do now to prevent wildfires is cheaper and more effective than waiting to respond to the next wildfire – both wildfire prevention and wildfire response need everyone's full support
- No matter where we live in the Valley, everyone benefits from wildfire prevention and preparedness because the damages to property, life and the economy caused by wildfires know no boundaries
- Our wildfire experts and emergency responders cannot do it alone; they need help from every citizen and every elected official to overcome the extreme challenges and risks of wildfires caused by climate change and a century of unthinned forest growth
- Wildfire prevention is not discretionary nor a "once and done" effort; it will take many years, multi-millions in funding, and expedited approvals from multiple agencies. Saying "no" to needed sustained funding and agency permits and approvals is not an option. Lives and jobs in the Valley depend on everyone saying "Yes."

*Thank you for allowing us to speak to you today.
Please feel free to ask any questions and follow up
with us with suggestions and comments. We need
your help!*

Chris and Jeff

St. Helena Fire Safe Council

chrisjwarner52@gmail.com

jfarmer@seedgrain.com

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, January 11, 2022 @ 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

Kami Garcia, Administrative Records Assistant noted no new changes to the agenda.

Council Member Anna Chouteau moved to approve the adoption of the agenda as presented. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

5. PUBLIC FORUM:

No public comment was received.

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

Updates were provided by staff and City Council.

Regular City Council
January 11, 2022

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 None

8. STAFF BRIEFING

8.1 None

9. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

- 9.1 Consideration and proposed approval of Regular Meeting Minutes of December 14, 2021 and Special Meeting Minutes of December 20, 2021
Prepared By: Cindy Tzaferopoulos, City Clerk
Recommendation:

Item 9.2 was removed from consent.

- 9.2 ~~Second Reading and Proposed Adoption of SB 1383 Ordinance Repealing and Recasting Chapter 8.04 to Title 8 of the St. Helena Municipal Code Regarding Solid Waste Collection.~~

- 9.3 Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Approve the Attached Resolution Making Findings and Determinations Under AB 361.

- 9.4 October and November 2021 Review and Forecasting of City Water Supply Availability

CEQA Determination: Exempt

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Receive and file.

- 9.5 Quarter 2 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

Recommendation:

Receive and file.

Regular City Council
January 11, 2022

Vice Mayor Paul Dohring moved to approve Consent items 9.1 and 9.3 through 9.5. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 9.2 Second Reading and Proposed Adoption of SB 1383 Ordinance Repealing and Recasting Chapter 8.04 to Title 8 of the St. Helena Municipal Code Regarding Solid Waste Collection.

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

1. Adopt the second reading by title only and waive further reading of an Ordinance repealing and recasting Chapter 8.04 to Title 8 of the St. Helena Municipal Code regarding solid waste collection.

Council Member Hall recused himself due to his wife's employment and left the virtual meeting.

Mayor Ellsworth inquired if the food waste accrued from the City was going to both the Clover Flat and White Hall Lane; and if other food waste was coming in from out of the region. Council Member Chouteau will report back to City Council at the next Regular City Council meeting of January 25, 2022 with comments to this inquiry.

No public comment was received.

Council Member Anna Chouteau moved to approve the proposed adoption of the sb1383 Ordinance and waive the second reading of the proposed Ordinance. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

NOES: Mayor Geoff Ellsworth

ABSENT: None

ABSTAIN: None

RECUSE: Council Member Eric Hall

Regular City Council
January 11, 2022

Council Member Hall rejoined the virtual meeting.

10. PUBLIC HEARINGS

- 10.1 Consideration of a resolution to adopt the Mitigated Negative Declaration for the R20-02 Mills Lane Storm Drain Improvements Project.

***This item was noticed to be heard at the November 9, 2021 regular City Council meeting and was subsequently continued to the December 14, 2021 and then January 11, 2022, regular City Council meetings. This item is being continued again to the January 25, 2022 regular City Council meeting.**

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

11. OLD BUSINESS

- 11.1 Consideration and Proposed Approval of:
1. Amendments to the Non-Profit Grant Program Guidelines and Program Application to Include City Council Goal 5F - Supporting Youth and Family and Goal 3B - Diversity, Equity, and Inclusion Initiative; and
 2. A Resolution Establishing Funding Guidelines and Annual Appropriations for Boys and Girls Club, Rianda House, and UpValley Family Centers.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Staff recommends the approval of the attached:

1. Amendments to the Non-Profit Grant Program Guidelines and Program Application to Include City Council Goals Supporting Youth and Family (Goal 5F) and Diversity, Equity, and Inclusion Initiative (Goal 3B); and
2. Resolution Establishing Funding Guidelines and Annual Appropriations for Boys and Girls Club, Rianda House, and UpValley Family Centers.

April Mitts, Administrative Services Director reported on the item.

No public comment was received.

It was the consensus of the City Council to add a change to attachment two, Proposed Nonprofit Grant Guidelines under applicant criteria with the following updated version: "Projects or programs which promote or benefit the St. Helena community with arts, culture, education, or support youth/ family health and well-being initiatives and services."

Regular City Council
January 11, 2022

Council Member Lester Hardy moved to approve the Resolution with the changes recommended by Vice Mayor Dohring. 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

11.2 Update on Napa Valley Vine Trail Alignment Study through St. Helena

CEQA Determination: Exempt

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

Recommendation:

Provide direction to the City Manager related to conceptual stakeholder outreach process and the following questions/options:

1. Does the Council desire to advance stakeholder outreach with existing three corridors including an update from the Vine Trail on their additional commissioned studies, or does the Council desire to study an additional corridor(s)?

2. If additional corridor(s) are desired for study, does Council prefer to determine the additional corridor(s) via a Council Workshop, Ad Hoc Committee, or other alternative?

Based on Council decisions above, it is recommended feedback from subsequent outreach be presented to the City's ATSC for a Committee recommendation to the Council.

Finally, does the Council desire any additional information regarding the above options?

Mark Prestwich, City Manager reported on the item and introduced Dan Shaefer, BKF Engineer representative to make a presentation. Consultant Chuck McMinn addressed the City Council.

Carlotta Sainato, Jacqueline Hilger-Rolfe, Citizen Ronald, Richard Corsetti, Annette Smith and Alan Galbraith addressed the City Council for public comment.

It was the consensus of the City Council to examine a new route. The new route for consideration would go through St. Helena from Pratt Avenue down the Wine Train to Library Lane, east on Adams Street up the Hunter

Regular City Council
January 11, 2022

Subdivision to Starr Avenue through Pope Street to Napa Valley College. One easement would be needed down to Mills Lane where a traffic signal could be added, and the trail would continue South to the City's new Redwood forest.

A five-minute break took place at 8:03 pm at the meeting reconvened at 8:08 pm.

12. NEW BUSINESS

- 12.1 First reading and intention to adopt an ordinance amending the St. Helena Municipal Code Chapter 5.40 (Permits for Elder and/or Dependent Adult Caregivers) to transfer responsibility for managing the registration and background check process of individual caregivers from the County, except in special circumstances, to the California Department of Social Services (CDSS) via their Home Care Aide Registry.

Estimated start time: 7:50 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Recommendation:

Approve the first reading by title only and waive further reading.

Chris Hartley, Chief of Police reported on the item.

No public comment was received.

Council Member Anna Chouteau moved to approve the first reading by title only and waive further reading. 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

- 12.2 Presentation of Opinion Research Related to Consideration of a June or November 2022 Revenue-Generating Local Ballot Measure

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Receive presentation, discuss and provide direction to the City Manager.

Regular City Council
January 11, 2022

Mark Prestwich, City Manager reported on the item and introduced consultant Dave Metz to make a presentation.

Tom Belt, Arlene Corsetti and Alan Galbraith addressed the City Council for public comment.

It was the consensus of the City Council to discuss item 12.2 at a Special Workshop meeting held on a date uncertain in January 2022.

Council Member Lester Hardy moved to extend the meeting past 9:00 pm for an additional fifteen minutes. 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

Council Member Lester Hardy moved to extend the meeting another ten minutes. 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

12.3 Consideration and Proposed Approval of the First Reading of an Ordinance Amending Chapter 2.56 of the St. Helena Municipal Code Pertaining to the Parks and Recreation Commission

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Proposed approval of the first reading of an Ordinance amending Chapter 2.56 of the St. Helena Municipal Code pertaining to the Parks and Recreation Commission, by title only and waive further reading.

Mark Prestwich, City Manager reported on the item.

Regular City Council
January 11, 2022

No public comment was received.

Vice Mayor Paul Dohring moved to approve the staff recommended action including reading by title only and waiving further reading. 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

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

13.1	<u>January City Council Meetings:</u>
	1/25 (Staff reports due 1/7)
	<i>CONSENT:</i>
	Water supply forecasting
	1/25 OTSH \$250,000 Permanent Loan 963 Pope Street
	<i>PH or OLD / NEW BUSINESS:</i>
	1/25 City Council Meeting Calendar Discussion
	1/25 Mills Lane
	1/11 Q2 Review of City of St. Helena City Council Goals and Workplan
	1/25 Second reading and intention to adopt an ordinance amending the St. Helena Municipal Code Chapter 5.40 (Permits for Elder and/or Dependent Adult Caregivers)
	<u>February City Council Meetings:</u>
	2/8 (Staff reports due 1/21)
	2/22 (Staff reports due 2/4)
	<i>PH or OLD / NEW BUSINESS:</i>
	2/8 Overview of General Plan Climate Action Initiatives

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:18 p.m.

The regular meeting minutes of January 11, 2022 were adopted at the January 25, 2022 regular City Council meeting.

APPROVED:

ATTEST:

Regular City Council
January 11, 2022

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: CONSENT ITEMS

Subject: December 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 December 2021. The water produced for December 2021 is down by 9% when compared to December 2020 and down by 21% when compared to the average of December 2017-2019. The storage in Bell Canyon graph (Attachment 2) shows the water availability forecast for Bell Canyon based on the highest water usage during non-drought year.

The City continues to experience a pump failure at Rutherford Pump Station and is working with the City of Napa to address low water pressure concerns. Operational challenges due to aged infrastructure has resulted in the City not being able to deliver water from City of Napa.

Water Produced or Delivered per Source

Source	Average (2017 - 2019) (Acre-Feet)	December 2020 (Acre-Feet)	December 2021 (Acre-Feet)
Bell Canyon	41	54	32
Stonebridge Wells	11	51	51
Napa Water	40	1	1
Total	92	106	84

Percent change from average of December 2017 - 2019: **-9%**

Percent change from December 2020: **-21%**

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

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

[Attachment 2: Storage in Bell Canyon Graph, Dec 2021](#)

**CITY OF ST. HELENA
MONTHLY WATER REPORT**

CC: CC __X__ PC __X__ FILE ____
RECEIVED: ____ BY: ____

December 1 - 31, 2021

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	31.49	51.28	0.004	1.18	2.19
AMOUNT PRODUCED in MG	10.26	16.71	0.001	0.38	0.71
PERCENT	36.6%	59.5%		1.4%	2.5%

WATER DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL DELIVERY THIS PERIOD	28.07 MG	35.52 MG
MAXIMUM DAILY DELIVERY	1.28 MG	1.56 MG
MINIMUM DAILY DELIVERY	0.53 MG	0.58 MG
AVERAGE DAILY DELIVERY	0.76 MG	0.99 MG

WATER YEAR TOTALS

	THIS WATER YEAR	%	LAST WATER YEAR	%
LOUIS STRALLA WATER PLANT	169.02 AF	25.1%	422.45 AF	41.2%
	55.08 MG		137.66 MG	
NAPA WATER	219.03 AF	32.5%	279.06 AF	27.2%
	71.37 MG		90.93 MG	
STONEBRIDGE POTABLE WELLS	284.95 AF	42.3%	324.52 AF	31.6%
	92.85 MG		105.75 MG	
TOTAL WATER DELIVERY (ALL)	673.00 AF	100.0%	1026.03 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.0001 MG/Dec 1-31	0.0001 MG/Dec 1-31
NAPA VALLEY COLLEGE	0.0012 MG/Dec 1-31	0.0005 MG/Dec 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS YEAR	LAST YEAR
ELEVATION BELL CANYON RESERVOIR	422.39 FT.	397.49 FT.
MONTHLY RISE OR DROP	8.88 FT.	-0.06 FT.
CAPACITY AT END OF PERIOD	776.72 MG	267.12 MG
PERCENT OF FULL CAPACITY	100.0 %	34.4 %
RAINFALL IN THIS PERIOD	8.45 IN	2.46 IN
TOTAL RAINFALL SEASON TO DATE	22.04 IN	4.70 IN

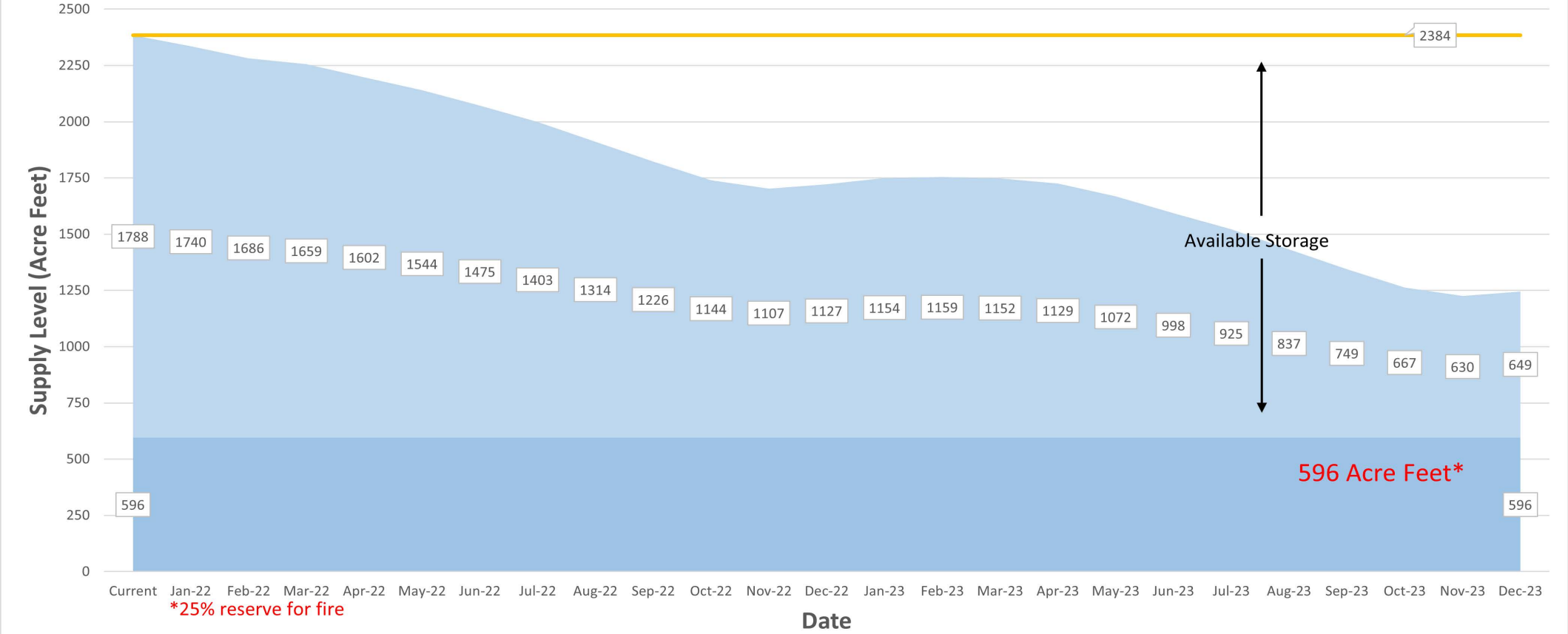
TEMPERATURES

	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	36-75	53-72
AVERAGE	47	61

REMARKS

City of Napa Water Delivery on Target: No. The City experienced a pump failure at Rutherford Pump Station and is working with the City of Napa to address low water pressure concerns.
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast
Assumes: (1) Highest usage during non-drought year (FY2019/20)
(2) No more rainfall until next rain season





Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of the Second Reading and Adoption of an Ordinance Amending Chapter 2.56 of the St. Helena Municipal Code Pertaining to the Parks and Recreation Commission

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

Chapter 2.56 of the St. Helena Municipal Code outlines the membership composition, duties, and responsibilities of the City's Parks and Recreation Commission. On July 20, 2020, the City's Parks and Recreation Commission appointed an Ad Hoc subcommittee to work with City staff to review, and potentially recommend adjustments to, the ordinance language.

The first reading was approved at the January 11, 2022 regular City Council meeting.

DISCUSSION

At the Parks and Recreation Commission meeting of June 21, 2021, the Parks and Recreation Commission reviewed recommendations prepared by the Parks and Recreation Ad Hoc Committee and endorsed proposed recommendations to the ordinance. The recommended changes are noted in track changes in Attachment A. A clean version of the proposed ordinance is included in Attachment B.

FISCAL IMPACT

There is no fiscal impact associated with the recommended ordinance.

RECOMMENDED ACTION

Proposed approval of the second reading and adoption of an Ordinance amending Chapter 2.56 of the St. Helena Municipal Code pertaining to the Parks and Recreation Commission, by title only and waive further reading.

ATTACHMENTS

[Attachment A Ordinance-REDLINE](#)

[Attachment B Ordinance-CLEAN](#)

CITY OF ST. HELENA

ORDINANCE NO. _____

**AMENDING CHAPTER 2.56 OF THE ST. HELENA MUNICIPAL CODE PERTAINING
TO THE PARKS AND RECREATION COMMISSION**

WHEREAS, the City Council of the City of St. Helena ("City") has determined to revise the provisions of Chapter 2.56 of the City of St. Helena Municipal Code pertaining to the Parks and Recreation Commission, in order to better meet the City's needs.

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

SECTION 1: The above recitals are hereby incorporated as though set forth in this section.

SECTION 2: Chapter 2.56 of the St. Helena Municipal Code is hereby amended to read as follows:

"Chapter 2.56 – PARKS AND RECREATION COMMISSION

Sections:

2.56.010 Membership

2.56.030 Meetings

2.56.040 Duties

2.56.050 Review of Annual Budgets

Section 2.56.010 – Membership.

The parks and recreation commission shall consist of five members. Commissioners shall be residents of the city; provided, that the mayor reserves the authority to appoint nonresidents to the commission on a case-by-case basis, with the consent of the city council. Commissioners shall serve for a term of two years, with the term of office to expire at the end of the fiscal year. The city council may establish one-year terms for some ~~trustees~~ commissioners for the purpose of staggering term expirations. Each commissioner shall be appointed by the mayor with the approval of the city council and may be removed without cause by the city council. If a vacancy shall occur otherwise than by expiration of the term of office, it shall be filled by appointment for the unexpired portion of the term. ~~The superintendent of schools of the St. Helena Unified School District shall be an ex-officio member of the commission.~~

Section 2.56.030 – Meetings.

The commission shall meet at least once a month at such ~~date,~~ time and place as it may fix by resolution. Special meetings of the commission may be called at any time by the chairperson or three members thereof by written notice provided as required by the Ralph M. Brown Act. (Cal. Govt. Code § 54950 et seq.)~~three commissioners, with written notice served upon each commissioner at least three hours before the time specified for the proposed meeting.~~ A majority of the commissioners shall constitute a quorum for the transaction of business. The commissioners shall appoint the chairperson and vice-chairperson from their number, each of whom shall serve for one year and until his or her successor is appointed. The commission shall cause a proper record of their proceedings to be kept and shall file minutes of all meetings with the city clerk.

Section 2.56.040 – Duties.

The duties of the commission shall be as follows:

A. To act in an advisory capacity to the city council and ~~its~~ the director of Parks & Recreation~~parks & recreation~~ in all matters pertaining to ~~the~~ public parks and recreation, and to cooperate with other governmental agencies and civic groups in the advancement of sound parks and recreation planning and programming;

B. To ~~formulate~~ review and recommend developed policies on recreation services, park use, and park improvement and ~~for~~development for approval by the city council;

C. To advise ~~with~~ the city council, city manager, and its ~~Director of Parks & Recreation~~director of parks & recreation, and director of public works ~~director~~ on ~~problems of administration, development of matters related to~~ parks and recreation areas, facilities, park development, and programs and ~~improved~~ recreation services;

~~D. To periodically~~Upon request by the city council or city staff, study, review, evaluate and recommend the adoption of standards and policies on parks and recreation matters;

E. To provide recommendations related to: organization, personnel, areas and

1. facility maintenance and development
2. social equity, environmental stewardship, and health and wellness
3. projects within the city that may have an impact on the availability and delivery of parks, trails, and recreation services;
4. service levels;
5. prioritize parks and recreation needs;
6. the Parks and Recreation Master Plan;
7. recreational programs and events, and;
- 4-8. parks and recreation user fees; and financial support;

FG. To establish annual goals and action plans consistent with city council goals and objectives. To make periodic inventories of recreation services that exist or may be needed and interpret the needs of the public to the city council;

F. To aid in coordinating the recreation services with the programs of other governmental agencies and voluntary organizations.

GH. The commission shall provide an annual report to the city council related to its activities for the past year.

HK. Members of the commission shall not receive compensation for attendance at commission meetings but are entitled to reimbursement for reasonable expenses actually incurred in the course of their duties, provided that such reimbursement shall first be approved by the city manager.

Section 2.56.050 – Review of Annual BudgetsBudget Submittal

The commission shall submit annually a budget to the city council for its approval in whole or in part. The budget should provide not only for recreation services and operating costs for the ensuing year, but should also contain estimates and recommendations for such long-term capital outlay as may be necessary to provide for an orderly and coordinated development program.

The commission shall receive review and provide feedback recommendations to the city council on an the annual budgets presentation from the Administrative Services Department of the budgets for the Parks & Recreation Department, park maintenance, and parks and recreation-related Capital Improvement Plan projects.”

SECTION 3: Severability

If any section, subsection, phrase, or clause of this article is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4: CEQA

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5: Effective Date

This ordinance shall take effect 30 days after its final adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 202~~2~~⁴, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 202~~2~~⁴, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of ____, 202~~2~~⁴. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of ____, 202~~2~~⁴, by the following vote:

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

CITY OF ST. HELENA

ORDINANCE NO. _____

**AMENDING CHAPTER 2.56 OF THE ST. HELENA MUNICIPAL CODE PERTAINING
TO THE PARKS AND RECREATION COMMISSION**

WHEREAS, the City Council of the City of St. Helena ("City") has determined to revise the provisions of Chapter 2.56 of the City of St. Helena Municipal Code pertaining to the Parks and Recreation Commission, in order to better meet the City's needs.

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

SECTION 1: The above recitals are hereby incorporated as though set forth in this section.

SECTION 2: Chapter 2.56 of the St. Helena Municipal Code is hereby amended to read as follows:

"Chapter 2.56 – PARKS AND RECREATION COMMISSION

Sections:

2.56.010 Membership

2.56.030 Meetings

2.56.040 Duties

2.56.050 Review of Annual Budgets

Section 2.56.010 – Membership.

The parks and recreation commission shall consist of five members. Commissioners shall be residents of the city; provided, that the mayor reserves the authority to appoint nonresidents to the commission on a case-by-case basis, with the consent of the city council. Commissioners shall serve for a term of two years, with the term of office to expire at the end of the fiscal year. The city council may establish one-year terms for some commissioners for the purpose of staggering term expirations. Each commissioner shall be appointed by the mayor with the approval of the city council and may be removed without cause by the city council. If a vacancy shall occur otherwise than by expiration of the term of office, it shall be filled by appointment for the unexpired portion of the term.

Section 2.56.030 – Meetings.

The commission shall meet at least once a month at such time and place as it may fix by resolution. Special meetings of the commission may be called at any time by the chairperson or three members thereof by written notice provided as required by the Ralph M. Brown Act. (Cal. Govt. Code § 54950 *et seq.*). A majority of the commissioners shall constitute a quorum for the transaction of business. The commissioners shall appoint the chairperson and vice-chairperson from their number, each of whom shall serve for one year and until his or her successor is appointed. The commission shall cause a proper record of their proceedings to be kept and shall file minutes of all meetings with the city clerk.

Section 2.56.040 – Duties.

The duties of the commission shall be as follows:

- A. To act in an advisory capacity to the city council and the director of parks & recreation in all matters pertaining to public parks and recreation, and to cooperate with other governmental agencies and civic groups in the advancement of sound parks and recreation planning and programming;
- B. To review and recommend policies on recreation services, park use, and park improvement and development for approval by the city council;
- C. To advise the city council, city manager, director of parks & recreation, and director of public works on matters related to parks and recreation areas, facilities, park development, and programs and recreation services;
- D. Upon request by the city council or city staff, study, review, evaluate and recommend the adoption of standards and policies on parks and recreation matters;
- E. To provide recommendations related to:
 - 1. facility maintenance and development
 - 2. social equity, environmental stewardship, and health and wellness
 - 3. projects within the city that may have an impact on the availability and delivery of parks, trails, and recreation services;
 - 4. service levels;
 - 5. parks and recreation needs;

6. the Parks and Recreation Master Plan;
7. recreational programs and events, and;
8. parks and recreation user fees;

F. To establish annual goals and action plans consistent with city council goals and objectives.

G. The commission shall provide an annual report to the city council related to its activities for the past year.

H. Members of the commission shall not receive compensation for attendance at commission meetings but are entitled to reimbursement for reasonable expenses actually incurred in the course of their duties, provided that such reimbursement shall first be approved by the city manager.

Section 2.56.050 – Review of Annual Budgets

The commission shall review and provide recommendations to the city council on the annual budgets for the Parks & Recreation Department, park maintenance, and parks and recreation-related Capital Improvement Plan projects.”

SECTION 3: Severability

If any section, subsection, phrase, or clause of this article is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4: CEQA

The City Council finds that this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5: Effective Date

This ordinance shall take effect 30 days after its final adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 11th day of January, 2022, and was adopted at a regular meeting of the St. Helena City Council on the 25th day of January, 2022, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafoopoulos, City Clerk

I, CINDY TZAFPOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 11th day of January, 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 25th day of January, 2022, by the following vote:

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

Councilmember Hardy: _____
Councilmember Hall: _____



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a Resolution Authorizing: (1) the City Manager to execute Amendment No. 1 to STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$100,293 for a total amount not-to-exceed \$200,913; and (2) a Wastewater Fund budget increase of \$100,293 to 571-5029-2020; and (3) the City Manager to execute Amendment No. 2 to STH Contract: FY2021-048 with Operational Technical Services for temporary Water Treatment Operators in the amount of \$348,561 for a total amount not-to-exceed \$783,491; and (4) a Water Fund budget increase of \$152,802 to 561-5034-2020; and (6) use of Water Operations Fund balance of \$152,802.

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Management Analyst

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Wastewater Treatment Plant Staffing Agreement (STH FY2021-077)

Due to a recent resignation, two of City's three positions at the Wastewater Treatment Plant (WWTP) are vacant. Similar to the Water Treatment Plant (WTP), the City needs assistance with temporary Wastewater Treatment Plant Operators to remain in compliance with the State Water Resources Control Board (SWRCB).

On April 27, 2021, the City and Operational Technical Services (OTS) entered into a separate initial agreement (STH FY2021-077) for OTS to provide temporary Wastewater

Treatment Operator services with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$100,620 (Attachment 1).

Water Treatment Plant Staffing Agreement (STH FY2021-048)

On January 26, 2021, the City and Operational Technical Services (OTS) entered into an initial agreement in an amount not-to-exceed \$25,000 (Attachment 2) to provide temporary staffing assistance for a vacancy in the City's Chief Water Plant Operator (CPO) position. At the time the initial agreement with OTS was signed, the City had two full-time plant operators and an active recruitment for the CPO. One plant operator had a T3 Certification and the other plant operator had a T2 Certification. Since the execution of the initial OTS agreement, it became necessary to increase the scope and contract amount with OTS due to the subsequent resignation of the City's T3 and T2 shift operators. The City currently has three approved, but vacant, positions at the Water Treatment Plant (WTP) which are under recruitment. The City needs assistance with temporary Water Treatment Plant Operators to remain in compliance with the State of California Water Resources Control Board until these positions are filled.

The temporary CPO oversees the water treatment facilities in accordance with the State of California Water Resources Control Board (SWRCB). The SWRCB requires the CPO possess a valid Grade 4 (T4) Water Treatment Operator Certification and all shift operators (WTO) are required to possess a valid Grade 3 (T3) Certification. OTS is able to provide the City with a temporary CPO who possess at least a Grade 4 SWRCB Water Treatment Operator Certification. Additionally, each temporary Senior WTO will possess a minimum SWRCB Grade 3 Water Treatment Certification.

On March 23, 2021, City Council approved Amendment No. 1 in the amount of \$409,929.58 to STH Contract: FY2021-048 for a total not-to-exceed amount of \$434,929.58 to allow OTS to continue to provide temporary Water Treatment Operators to the City (Attachment 3).

DISCUSSION

Wastewater Treatment Plant

The recommended amendment with OTS will provide temporary CPO with SWRCB Wastewater Treatment Grade 4 Certification or better, and temporary Plant Operator with SWRCB Wastewater Treatment Grade 2 Certification or better, until the positions have been filled. Table 1 provides a summary of the current OTS contract, payments, and additional needs, and Table 2 provides a summary of funding needs taking into consideration salary savings from the vacant positions.

Table 1 - OTS Contract Summary for Wastewater Treatment Operators

Current OTS Contract	\$100,620
OTS Invoices - Paid Through 12/12/21 Billing	(\$150,913)
OTS Invoices - Not Yet Received 12/13/21 to 1/15/22	(\$50,000)
<i>Amendment #1</i>	<i>\$100,293</i>

Table 2 - Additional Funding Needs for Amendment No. 1

	Line	FY 21 (Actual)	FY 22 (Estimated)
Budget - Salary and Benefits	a	458,993	486,361
Actual/Estimated - Salary and Benefits	b	(447,274)	(319,567)
Salary Savings (a-b)	c	11,719	166,794
OTS Invoices Paid To-Date: in Contract	d	(41,488)	(59,132)
OTS Invoices Paid To-Date: over Contract through 12/12/21 billing	e	-0-	(50,293)
OTS Invoices - Not Yet Received 12/21/21 to 1/15/22	f	-0-	(50,000)
<i>Difference in funding needs (c-d-e-f)</i>	<i>g</i>	<i>(29,769)</i>	<i>7,369</i>

Estimated Costs

Amendment No. 1 to the Professional Services Agreement is in the amount of \$100,293 for an amount not-to-exceed \$200,913. Amendment No. 1 with OTS will bring the contract current through January 15, 2022. Due to current salary savings, there is no need for an additional appropriation.

Recognizing there is a continuous need to utilize OTS until all vacant positions are filled, staff is working with OTS to prepare an additional amendment for temporary staffing. Additionally, staff is analyzing the current staffing model and anticipates bringing an alternate staffing concept to the City Council for consideration in the near term. The alternate staffing model is anticipated to bring greater efficiencies, recruit and retain staff, and eliminate the need for contract staffing.

Water Treatment Plant

Since the approval of Amendment No. 1 on March 23, 2021, the City has incurred significant staffing costs due to unforeseen emergencies, required repair work due to aging equipment, and a continued need for interim staffing which has exceeded the current contract limit. Primary cost drivers include, but are not limited to:

- Due to the antiquated system, the current WTP SCADA system is experiencing alarm notifications approximately twice per week outside of business hours and more during extreme events. The alarm notifications require an operator to resolve the issue in person. This can, and has, occurred in the evenings and weekends which incurs overtime costs. Recent alarm notifications have been triggered by storm events, wind events, residual Glass Fire damage to systems, operation issues with the Rutherford Pump Station, and a conduit line which was damaged by a bird.
- The WTP required emergency repairs in response to the annual State of California mandated Sanitary Survey.
- Adding a Senior Water Treatment Operator who has also been working on repairing mechanical, electrical, and communication failures.

- Numerous equipment failures including, but not limited to: sludge collection mechanics, powdered activated carbon (PAC) feed system, permanganate building (since the Glass Fire), communication link to Bell Canyon Reservoir and water distribution storage and wells.
- Numerous pump failures due to aging equipment include water transmission pump, internal peristaltic pumps for chemical feed, and other pump equipment related to treatment systems.

As noted in the summary above, the WTP is experiencing significant operational challenges in which OTS has fulfilled their professional obligation to meet State of California potable water regulations. Due to the continued staffing shortage and the facility deficiencies, there is a need to amend the current agreement. Table 3 provides a summary of the current OTS contract, payments, and outstanding invoices through January 15, 2022. Table 4 provides a summary of funding needs taking into consideration salary savings from the vacant positions.

Table 3 - OTS Contract Summary for Water Treatment Operators

Current OTS Contract	\$434,930
OTS Invoices - Paid Through 12/12/21 Billing	(\$633,491)
OTS Invoices - Not Yet Received 12/13/21 to 1/15/22	(\$150,000)
Amendment #2	\$348,561

Table 4 - Additional Funding Needs for Amendment No. 2

	Line	FY 21 (Actual)	FY 22 (Estimated)
Budget - Salary and Benefits	a	511,803	506,693
Actual/Estimated - Salary and Benefits	b	(217,988)	(120,158)
Salary Savings (a-b)	c	293,815	386,535
OTS Invoices Paid To-Date: in Contract	d	(244,154)	(190,776)
OTS Invoices Paid To-Date: over Contract through 12/12/21 billing	e	-0-	(198,561)
OTS Invoices - Not Yet Received 12/21/21 to 1/15/22	f	-0-	(150,000)
Difference in funding needs (c-d-e-f)	g	49,661	152,802

Estimated Costs

Amendment No. 2 with OTS s in the amount of \$348,561 for an amount not-to-exceed \$783,491 and will bring the contract current through January 15, 2022. Use of Water Fund balance in the amount of \$152,802 will be necessary for this amendment.

Recognizing there is a continuous need to utilize OTS until all vacant positions are filled, staff is working with OTS to prepare an additional amendment for temporary staffing. Additionally, staff is analyzing the current staffing model and anticipates bringing an

alternate staffing concept to the City Council for consideration. The alternate staffing model is anticipated to bring greater efficiencies, recruit and retain staff, and eliminate the need for contract staffing.

FISCAL IMPACT

Wastewater Operators

Amendment #1 to STH Contract: FY2021-077 is in the amount of \$100,293 for a total not-to-exceed amount of \$200,913. This amendment can be absorbed in the current budget.

Water Operators

Amendment No. 2 to STH Contract: FY2021-048 is in the amount of \$348,561 for a total amount not-to-exceed \$783,491. Use of Water Operations Fund balance is necessary in the amount of \$152,802. After approval of the resolution, the estimated Water Operations Fund balance is \$4,128,197, or 57%.

RECOMMENDED ACTION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

[Attachment 1 - STH Contract FY2021-077 OTS WWTP Operators](#)

[Attachment 2 - STH Contract FY2021-048 OTS Water Operators](#)

[Attachment 3 - STH Contract FY2021-048-01A 03-23-21 OTS Amendment #1 Water Operators](#)

[Attachment 4 - STH Contract FY2021-077-01A OTS WWTP](#)

[Attachment 6 - Resolution](#)

STH Contract: FY2021-077

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 27, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Operational Technical Services (Consultant).

RECITALS:

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

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

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Task Order No. #006”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Task Order No. #006”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, “Task Order No. #006”** attached hereto and made a part hereof. Total compensation shall not exceed \$100,620 unless additional compensation is approved in accordance with Section 2.

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

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Operational Technical Services WWTP 042721

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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of 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

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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,

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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-entities from any liability under this Agreement.

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

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

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

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SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

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

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

Digitally signed by Mark
T. Prestwich
Date: 2021.04.27
20:43:37 -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: 2021.04.28 15:58:46 -07'00'

Exhibit A



TASK ORDER

TASK ORDER NO. # 006

JOB NAME: Wastewater Treatment CPO

OTS INFORMATION

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

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

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

1. Project Name or Description: Wastewater Treatment Chief Plant Operator
2. Premises: The Client's business premises is located at 1572 Railroad Ave, St Helena, CA 94574 shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: Clayton Church – Public Works Director
4. Duration of Services:
 Start Date/Time: TBD
 End Date: TBD
 Work Schedule: TBD
5. Scope of Services:

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

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

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

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

SUPERVISION RECEIVED/EXERCISED:

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

ESSENTIAL FUNCTIONS:

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

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

WORKING CONDITIONS:

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

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

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

Education and/or Experience:

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

License/Certificate:

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

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

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**Knowledge of:**

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

Ability to:

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

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

Skill to:

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

6. Break Requirement:

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

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hourly rate.

EXHIBIT A
FEE SCHEDULE

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

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

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

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

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EARLY CONVERSION OPTION

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

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

Overtime:

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

On-Call Support:

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

- **Standby On-Call:** if OTS's Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** if OTS's Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime.

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

Operational Technical Services, LLC

City of St. Helena

For Operational Technical Services, LLC:

For Client: City of St. Helena

David S Sibelman

Printed Name

Mark T. Prestwich

Printed Name

Chief Operations Officer

Title

City Manager

Title

David S. Sibelman

Signature

Signature

4/21/2021

Date

Date

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STH Contract: FY2021-048

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on January 26, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Operational Technical Services (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Temporary Water Treatment Operators with SWRCB Certification.

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

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Task Order No. #001” and “Task Order No. #002”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Task Order No. #001” and “Task Order No. #002”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, “Task Order No. #001” and “Task Order No. #002”** attached hereto and made a part hereof. Total compensation shall not exceed \$25,000 unless additional compensation is approved in accordance with Section 2.

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

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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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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(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

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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

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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,

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internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

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

SECTION 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-entities from any liability under this Agreement.

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Operational Technical Services
 David Sibelman
 10585 Santa Monica Blvd., Ste 3-144B
 Los Angeles, CA 90025
 david@getots.com

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

Page 12 of 13

Operational Technical Services 011821

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

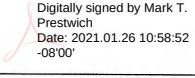
This Agreement is subject to the following special provisions: none.

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: David S. Sibelman
 Title: Chief Operations Officer

City:

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

Approved as to Form:

ethan.
 By:  walsh@bbklaw.com
 Name: Ethan Walsh
 Title: City Attorney

Exhibit A

**TASK ORDER****TASK ORDER NO. # 001****JOB NAME: Temporary Sr. Water Treatment Operators****OTS INFORMATION**

NAME: Operational Technical Services, LLC
ADDRESS: 10585 Santa Monica Blvd
 Suite 03-144B
 Los Angeles, CA 90025

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

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

1. Project Name or Description: Temporary Sr. Water Treatment Operator
2. Premises: The Client's business premises is located at 1572 Railroad Ave, St Helena, CA 94574 shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: TBD
4. Duration of Services:
 Start Date/Time: TBD
 End Date: TBD
 Work Schedule: TBD
5. Scope of Services:

Client seeks to obtain the services of OTS to provide multiple Temporary Sr. Water Treatment Operators. Each of the Temporary Sr. Water Treatment Operators will possess a minimum of a SWRCB Grade 4 Water Treatment or better certification.

According to the Professional Services Agreement between OTS and the Client, any Temporary Sr. Water Treatment Plant Operator that are provided to the Client shall be treated a consultant and not considered an employee of the Client.

The following essential functions will be required of the Temporary Sr. Water Treatment Plant Operators:

ESSENTIAL FUNCTIONS:

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- Operates, monitors, and maintains all plant equipment and components, including but not limited to pumps, valves, plumbing, gearboxes, fans, blowers, aerators, and flow controls; reads and interprets meters, gauges, and charts; maintains and upgrades mechanical and electrical systems.
- Conducts regular on-site inspections of plant operations making appropriate adjustment to process controls, ensuring that operational problems are identified and corrected; ensures that plants are operating within safety standards established by federal, state, and local laws, ordinances, and regulations; provides training and supervision for less experienced personnel, as necessary.
- Performs basic and skilled water pollution control laboratory testing and analysis; takes samples and coordinates detailed testing with outside laboratories; adheres to quality assurance programs for laboratory analysis and instrumentation; prepares and updates reports, including records and logs in compliance with state and federal mandates for reporting.
- Performs maintenance and construction work as directed on the water treatment system and related facilities; maintains plant facilities and grounds in a safe, clean, and orderly condition; loads and unloads equipment and materials.
- Must maintain a positive working relationship with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

QUALIFICATIONS:

- Must have a minimum of 3+ years of Water Treat Plant Operator Experience
- Must possess a valid State of California SWRCB Grade 4 Water Treatment Operator Certification or better.

KNOWLEDGE & ABILITIES

Knowledge of:

- Modern principles, practices, and techniques of water treatment plant operations
- Repair, maintenance, and adjustment procedures for treatment plant equipment and controls Basic principles, practices, and methods of laboratory testing procedures
- Operational characteristics of the tools used in maintenance of stationary power equipment, pumping systems, and electrical systems, general maintenance, and repair work
- Laboratory safety standards and programs
- Methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations related to water quality and control; methods and techniques of scheduling work assignments
- Methods and techniques for record keeping and report preparation and writing
- Occupational hazards and standard safety practices

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- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

- Learn to perform and perform maintenance and operations of a water plant and related facilities.
- Collect a variety of samples for laboratory tests and conduct water testing and analysis
- Maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments
- Respond to afterhours callouts as assigned
- Must be apply to applicable laws, codes, and regulations
- Read, Interpret, and record data accurately
- Organize, prioritize, and follow- up on work assignments
- Work independently and as part of a team
- Make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.
- Follow written and oral directions.
- Observe safety principles and work in a safe manner
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work.

6. **Break Requirement:**

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

EXHIBIT A
FEE SCHEDULE

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

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OTS Fee Schedule	
Temporary Sr. Water Treatment Operators	Local Regular Rate: \$95.00/hr
	Travel Regular Rate: \$117.20/hr

EARLY CONVERSION OPTION

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

Number of Hours on OTS Payroll	Percent (%) of Employee's Initial Salary
1 – 400 Hours	20%
401 – 600 Hours	15%
601 – 800 Hours	10%
801+ Hours	No Fee

Overtime:

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

On-Call Support:

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

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

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days), time will be compensated as two (2) regular hours of time.

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

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

Operational Technical Services, LLC

City of St. Helena

For Operational Technical Services, LLC:

For Client: City of St. Helena

David S Sibelman

Printed Name

Printed Name

Chief Operations Officer

Title

Title

Signature

Signature

Date

Date

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TASK ORDER

TASK ORDER NO. # 002

**JOB NAME: Temporary Water Treatment
Chief Plant Operator**

OTS INFORMATION

NAME: Operational Technical Services, LLC
 ADDRESS: 10585 Santa Monica Blvd
 Suite 03-144B
 Los Angeles, CA 90025

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

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

1. Project Name or Description: OTS Temporary Water Treatment Chief Plant Operator
2. Premises: The Client's business premises is located at 1572 Railroad Ave, St Helena, CA 94574 shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: TBD
4. Duration of Services:
 Start Date/Time: TBD
 End Date: TBD
 Work Schedule: TBD
5. Scope of Services:

Client seeks to obtain the services of OTS to provide a Temporary Chief Plant Operator to supervise over their water treatment facilities. According to the State of California State Water Resource Control Board (SWRCB) the Chief Plant Operator is required to possess a valid Grade 3 Water Treatment Operator Certification. The SWRCB requires the Chief Plant Operator Certification to remain valid and be posted at the Client's water treatment plant. OTS will provide the Client with a Temporary Chief Plant Operator who possess at least a Grade 4 SWRCB Water Treatment Operator Certification.

According to the Professional Services Agreement between OTS and the Client, the Temporary Chief Plant Operator shall be treated as a consultant and not considered an employee of the Client. That be said per state regulations the OTS Temporary Chief Plant Operator can oversee the full operation of the Client's water system which include their water treatment plant.

The following essential functions will be required of the Temporary Chief Plant Operator:

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ESSENTIAL FUNCTIONS:

- Accepts administrative responsibility for the activities, operations, and services of the Water Treatment Division in providing a safe and reliable water supply for the City
- Plans, supervises, prioritizes, monitors, and participates in the work of staff responsible for the maintenance and operation of the water treatment plant and related production/storage systems; ensures compliance with state, federal, and local mandates for water quality
- Makes plant operation modifications as needed.
- Supervises and performs tasks related to the maintenance, repair, and construction of water production and treatment plant facilities, wells, reservoirs, tanks, equipment, and related control systems; inspects the maintenance and repair of equipment for quality, compliance with applicable standards, and proper operation.
- Oversees laboratory analysis programs for untreated and treated water samples and is responsible for operating and systems modification based on test results; implements the lead and copper program; supervises and participates in the monitoring of water quality instruments and chlorination to ensure compliance with state and federal requirements.
- Prepares a variety of water quality and water use reports for regulatory agencies and internal operations; acts as the liaison to the public on water quality issues; conducts regular inspections to identify maintenance and repair needs; schedules, plans, and supervises the installation, maintenance, and repair of mechanical and electrical systems.
- Evaluates and recommends the best use of supplies, materials, and equipment; requisitions, inventories, and supervises the use of all materials, supplies, and equipment used in the operation and maintenance of water production facilities; collaborates with the Utilities Operations Manager on the flushing of the distribution system; supervises the taking of well soundings; utilizes automatic and manual control systems to regulate the flow of water and chemical feed rates to ensure optimum safety and efficiency; performs plant operation and maintenance assignments, as necessary.
- Evaluates staffing requirements and utilization of staff; supervises, evaluates, trains, and motivates assigned staff; develops and directs staff safety training programs; oversees safety of assigned staff and monitors work in progress; schedules staff work assignments.
- Assists the Public Works Director with operating and capital improvement budgets; analyzes annual operating costs and makes recommendations for budget development and improvements in operating costs; administers and monitors the approved budget; prepares project cost estimates and analysis.
- Attends and participates in organizational and community meetings, as necessary; stays current on issues relative to water production and treatment technologies; responds to and resolves community and organizational inquiries and complaints related to treatment system operations; represents the City's water production functions in public relations activities and with regulatory agencies; establishes and maintains a customer service orientation within the division.

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

Education and/or Experience:

- Must have a minimum of 3+ years as Chief Plant Operator of a similar water treatment plant
- Must have a minimum of 5+ years of water treatment operator experience
- Must have a high school degree or equivalency

License/Certificate:

- Possession of a Grade IV Certification as a Water Treatment Plant Operator from the SWRCB

Knowledge of:

- Modern principles, practices, and techniques of water treatment plant operations
- Repair, maintenance, and adjustment procedures for treatment plant equipment and controls
- Basic principles, practices, and methods of laboratory testing procedures
- Operational characteristics of the tools used in maintenance of stationary power equipment, pumping systems, and electrical systems, general maintenance, and repair work
- Laboratory safety standards and programs
- Methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations related to water quality and control; methods and techniques of scheduling work assignments
- Methods and techniques for record keeping and report preparation and writing
- Occupational hazards and standard safety practices
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

- Learn to perform and perform maintenance and operations of a water plant and related facilities.
- Collect a variety of samples for laboratory tests and conduct water testing and analysis
- Maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments
- Respond to afterhours callouts as assigned
- Must be apply to applicable laws, codes, and regulations

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- Read, Interpret, and record data accurately
- Organize, prioritize, and follow- up on work assignments
- Work independently and as part of a team
- Make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.
- Follow written and oral directions.
- Observe safety principles and work in a safe manner
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work.

6. **Break Requirement:**

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

EXHIBIT A
FEE SCHEDULE

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

OTS Fee Schedule	
Temporary Water Treatment Chief Plant Operator	Local Regular Rate: \$105.00/hr
	Travel Regular Rate: \$127.20/hr

EARLY CONVERSION OPTION

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

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OPERATIONAL TECHNICAL SERVICES
CYBER, WATER, ENERGY, INDUSTRY

Number of Hours on OTS Payroll	Percent (%) of Employee's Initial Salary
1 – 400 Hours	20%
401 – 600 Hours	15%
601 – 800 Hours	10%
801+ Hours	No Fee

Overtime:

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

On-Call Support:

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

- **Standby On-Call:** if OTS's Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** if OTS's Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime.

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

Operational Technical Services, LLC

City of St. Helena

For Operational Technical Services, LLC:

For Client: City of St. Helena

David S Sibelman

Printed Name

Printed Name

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OPERATIONAL TECHNICAL SERVICES
CYBER, WATER, ENERGY, INDUSTRY

Chief Operations Officer

Title

Title

Signature

Signature

Date

Date

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STH Contract FY2021-048-01A

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH OPERATIONAL TECHNICAL SERVICES;
STH CONTRACT NO: 2021-048 FOR TEMPORARY WATER TREATMENT OPERATORS WITH
SWRCB CERTIFICATION FOR AN ADDITIONAL \$409,929.58 FOR A TOTAL CONTRACT
AMOUNT NOT-TO-EXCEED \$434,929.58.**

This First Amendment to Professional Services Agreement STH Contract: 2021-048 dated January 26, 2021 ("Agreement") is made as of this 23 day of March, 2021 by and between the City of St. Helena, a municipal corporation ("City"), and Operational Technical Services ("Consultant").

RECITALS

- A. On January 26, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Temporary Water Treatment Operators with SWRCB Certification; and
- B. While the City is recruiting for permanent Water Treatment Plant operators, the City needs assistance in the interim basis with temporary Water Treatment Plant operators until a time when the vacant positions are filled; and
- C. The Agreement's current Scope of Services does not include the funds or the additional work for additional professional services associated with temporary Water Treatment Operators with SWRCB Certification; and
- D. The additional funding is necessary to allow Operational Technical Services to continue to provide temporary Water Treatment Operators to the City; and
- E. The City of St. Helena and Operational Technical Services 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 1. Basic Services

Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.

2. Section 4.A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed \$434,929.58..."

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

Entered as of the day and year first above stated.

DocuSign Envelope ID: 47A1CE18-BED1-4BE7-9B5E-AF959D3F0DFE

CONSULTANT:

Signatures of Authorized Persons:

DocuSigned by:
By: David Sibelman
A17BCB2EEA4442C...
Print Name: David Sibelman
Title: Chief Executive Officer

CITY OF ST. HELENA

a Municipal Corporation
Mark T.

By: Prestwich
Digitally signed by Mark T. Prestwich
Date: 2021.10.27 14:10:03 -07'00'

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

ethan.
walsh@bbklaw.com
Digitally signed by: ethan.
walsh@bbklaw.com
DN: CN = ethan.walsh@bbklaw.com
Date: 2021.10.27 11:05:51 -07'00'

Ethan Walsh, City Attorney

ATTEST:

Cindy
Tzafopoulos
Digitally signed by Cindy Tzafopoulos
Date: 2021.10.28 14:18:40 -07'00'

City Clerk

Attachments:

Exhibit A: "Scope of Services"
Exhibit B: "Compensation"

DocuSign Envelope ID: 47A1CE18-BED1-4BE7-9B5E-AF959D3F0DFE

Exhibit A
"Scope of Services"



TASK ORDER

TASK ORDER NO. # 001

JOB NAME: Temporary Sr. Water Treatment Operators

OTS INFORMATION

NAME: Operational Technical Services, LLC
 ADDRESS: 10585 Santa Monica Blvd
 Suite 03-144B
 Los Angeles, CA 90025

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

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

1. Project Name or Description: Temporary Sr. Water Treatment Operator
2. Premises: The Client's business premises is located at 1572 Railroad Ave, St Helena, CA 94574 shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: TBD
4. Duration of Services:
 Start Date/Time: TBD
 End Date: TBD
 Work Schedule: TBD
5. Scope of Services:

Client seeks to obtain the services of OTS to provide multiple Temporary Sr. Water Treatment Operators. Each of the Temporary Sr. Water Treatment Operators will possess a minimum of a SWRCB Grade 4 Water Treatment or better certification.

According to the Professional Services Agreement between OTS and the Client, any Temporary Sr. Water Treatment Plant Operator that are provided to the Client shall be treated a consultant and not considered an employee of the Client.

The following essential functions will be required of the Temporary Sr. Water Treatment Plant Operators:

ESSENTIAL FUNCTIONS:

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- Operates, monitors, and maintains all plant equipment and components, including but not limited to pumps, valves, plumbing, gearboxes, fans, blowers, aerators, and flow controls; reads and interprets meters, gauges, and charts; maintains and upgrades mechanical and electrical systems.
- Conducts regular on-site inspections of plant operations making appropriate adjustment to process controls, ensuring that operational problems are identified and corrected; ensures that plants are operating within safety standards established by federal, state, and local laws, ordinances, and regulations; provides training and supervision for less experienced personnel, as necessary.
- Performs basic and skilled water pollution control laboratory testing and analysis; takes samples and coordinates detailed testing with outside laboratories; adheres to quality assurance programs for laboratory analysis and instrumentation; prepares and updates reports, including records and logs in compliance with state and federal mandates for reporting.
- Performs maintenance and construction work as directed on the water treatment system and related facilities; maintains plant facilities and grounds in a safe, clean, and orderly condition; loads and unloads equipment and materials.
- Must maintain a positive working relationship with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

QUALIFICATIONS:

- Must have a minimum of 3+ years of Water Treat Plant Operator Experience
- Must possess a valid State of California SWRCB Grade 4 Water Treatment Operator Certification or better.

KNOWLEDGE & ABILITIES

Knowledge of:

- Modern principles, practices, and techniques of water treatment plant operations
- Repair, maintenance, and adjustment procedures for treatment plant equipment and controls Basic principles, practices, and methods of laboratory testing procedures
- Operational characteristics of the tools used in maintenance of stationary power equipment, pumping systems, and electrical systems, general maintenance, and repair work
- Laboratory safety standards and programs
- Methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations related to water quality and control; methods and techniques of scheduling work assignments
- Methods and techniques for record keeping and report preparation and writing
- Occupational hazards and standard safety practices

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- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

- Learn to perform and perform maintenance and operations of a water plant and related facilities.
- Collect a variety of samples for laboratory tests and conduct water testing and analysis
- Maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments
- Respond to afterhours callouts as assigned
- Must be apply to applicable laws, codes, and regulations
- Read, Interpret, and record data accurately
- Organize, prioritize, and follow- up on work assignments
- Work independently and as part of a team
- Make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.
- Follow written and oral directions.
- Observe safety principles and work in a safe manner
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work.

6. **Break Requirement:**

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

EXHIBIT A
FEE SCHEDULE

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

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OTS Fee Schedule	
Temporary Sr. Water Treatment Operators	Local Regular Rate: \$95.00/hr
	Travel Regular Rate: \$117.20/hr

EARLY CONVERSION OPTION

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

Number of Hours on OTS Payroll	Percent (%) of Employee's Initial Salary
1 – 400 Hours	20%
401 – 600 Hours	15%
601 – 800 Hours	10%
801+ Hours	No Fee

Overtime:

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

On-Call Support:

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

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

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days), time will be compensated as two (2) regular hours of time.

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

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

Operational Technical Services, LLC

City of St. Helena

For Operational Technical Services, LLC:

For Client: City of St. Helena

David S Sibelman

Printed Name

Printed Name

Chief Operations Officer

Title

Title

Mark T. Prestwich

Digitally signed by Mark T. Prestwich
Date: 2021.10.27 14:03:45 -07'00'

Signature

Signature

Date

Date

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TASK ORDER

TASK ORDER NO. # 002

**JOB NAME: Temporary Water Treatment
Chief Plant Operator**

OTS INFORMATION

NAME: Operational Technical Services, LLC
ADDRESS: 10585 Santa Monica Blvd
Suite 03-144B
Los Angeles, CA 90025

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

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

1. Project Name or Description: OTS Temporary Water Treatment Chief Plant Operator
2. Premises: The Client's business premises is located at 1572 Railroad Ave, St Helena, CA 94574 shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: TBD
4. Duration of Services:
Start Date/Time: TBD
End Date: TBD
Work Schedule: TBD
5. Scope of Services:

Client seeks to obtain the services of OTS to provide a Temporary Chief Plant Operator to supervise over their water treatment facilities. According to the State of California State Water Resource Control Board (SWRCB) the Chief Plant Operator is required to possess a valid Grade 3 Water Treatment Operator Certification. The SWRCB requires the Chief Plant Operator Certification to remain valid and be posted at the Client's water treatment plant. OTS will provide the Client with a Temporary Chief Plant Operator who possess at least a Grade 4 SWRCB Water Treatment Operator Certification.

According to the Professional Services Agreement between OTS and the Client, the Temporary Chief Plant Operator shall be treated as a consultant and not considered an employee of the Client. That be said per state regulations the OTS Temporary Chief Plant Operator can oversee the full operation of the Client's water system which include their water treatment plant.

The following essential functions will be required of the Temporary Chief Plant Operator:

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ESSENTIAL FUNCTIONS:

- Accepts administrative responsibility for the activities, operations, and services of the Water Treatment Division in providing a safe and reliable water supply for the City
- Plans, supervises, prioritizes, monitors, and participates in the work of staff responsible for the maintenance and operation of the water treatment plant and related production/storage systems; ensures compliance with state, federal, and local mandates for water quality
- Makes plant operation modifications as needed.
- Supervises and performs tasks related to the maintenance, repair, and construction of water production and treatment plant facilities, wells, reservoirs, tanks, equipment, and related control systems; inspects the maintenance and repair of equipment for quality, compliance with applicable standards, and proper operation.
- Oversees laboratory analysis programs for untreated and treated water samples and is responsible for operating and systems modification based on test results; implements the lead and copper program; supervises and participates in the monitoring of water quality instruments and chlorination to ensure compliance with state and federal requirements.
- Prepares a variety of water quality and water use reports for regulatory agencies and internal operations; acts as the liaison to the public on water quality issues; conducts regular inspections to identify maintenance and repair needs; schedules, plans, and supervises the installation, maintenance, and repair of mechanical and electrical systems.
- Evaluates and recommends the best use of supplies, materials, and equipment; requisitions, inventories, and supervises the use of all materials, supplies, and equipment used in the operation and maintenance of water production facilities; collaborates with the Utilities Operations Manager on the flushing of the distribution system; supervises the taking of well soundings; utilizes automatic and manual control systems to regulate the flow of water and chemical feed rates to ensure optimum safety and efficiency; performs plant operation and maintenance assignments, as necessary.
- Evaluates staffing requirements and utilization of staff; supervises, evaluates, trains, and motivates assigned staff; develops and directs staff safety training programs; oversees safety of assigned staff and monitors work in progress; schedules staff work assignments.
- Assists the Public Works Director with operating and capital improvement budgets; analyzes annual operating costs and makes recommendations for budget development and improvements in operating costs; administers and monitors the approved budget; prepares project cost estimates and analysis.
- Attends and participates in organizational and community meetings, as necessary; stays current on issues relative to water production and treatment technologies; responds to and resolves community and organizational inquiries and complaints related to treatment system operations; represents the City's water production functions in public relations activities and with regulatory agencies; establishes and maintains a customer service orientation within the division.

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

Education and/or Experience:

- Must have a minimum of 3+ years as Chief Plant Operator of a similar water treatment plant
- Must have a minimum of 5+ years of water treatment operator experience
- Must have a high school degree or equivalency

License/Certificate:

- Possession of a Grade IV Certification as a Water Treatment Plant Operator from the SWRCB

Knowledge of:

- Modern principles, practices, and techniques of water treatment plant operations
- Repair, maintenance, and adjustment procedures for treatment plant equipment and controls
- Basic principles, practices, and methods of laboratory testing procedures
- Operational characteristics of the tools used in maintenance of stationary power equipment, pumping systems, and electrical systems, general maintenance, and repair work
- Laboratory safety standards and programs
- Methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations related to water quality and control; methods and techniques of scheduling work assignments
- Methods and techniques for record keeping and report preparation and writing
- Occupational hazards and standard safety practices
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

- Learn to perform and perform maintenance and operations of a water plant and related facilities.
- Collect a variety of samples for laboratory tests and conduct water testing and analysis
- Maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments
- Respond to afterhours callouts as assigned
- Must be apply to applicable laws, codes, and regulations

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- Read, Interpret, and record data accurately
- Organize, prioritize, and follow- up on work assignments
- Work independently and as part of a team
- Make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.
- Follow written and oral directions.
- Observe safety principles and work in a safe manner
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work.

6. Break Requirement:

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

EXHIBIT A
FEE SCHEDULE

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

OTS Fee Schedule	
Temporary Water Treatment Chief Plant Operator	Local Regular Rate: \$105.00/hr
	Travel Regular Rate: \$127.20/hr

EARLY CONVERSION OPTION

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

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Number of Hours on OTS Payroll	Percent (%) of Employee's Initial Salary
1 – 400 Hours	20%
401 – 600 Hours	15%
601 – 800 Hours	10%
801+ Hours	No Fee

Overtime:

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

On-Call Support:

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

- **Standby On-Call:** if OTS's Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** if OTS's Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime.

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

Operational Technical Services, LLC

City of St. Helena

For Operational Technical Services, LLC:

For Client: City of St. Helena

David S Sibelman

Printed Name

Printed Name

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Chief Operations Officer

Title

Title

Signature

Signature

Date

Date

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Exhibit B
"Compensation"

The total additional budget requested is \$409,929.58, for a new total amount not to exceed of \$434,929.58. All work will be performed in accordance with the professional services agreement between the City and OTS. A summary of the estimated budget is shown in the charts below:

	Reg Time	Over Time	Double Time
CPO	\$ 127.20	\$ 169.18	\$ 190.80
Sr. Op. 1	\$ 125.20	\$ 166.52	\$ 187.80
Sr. Op. 2	\$ 117.20	\$ 155.88	\$ 175.80

	Regular Weeks	Overtime Weeks	Total Weeks
CPO	17	9	26
Sr. Op. 1	18	8	26
Sr. Op. 2	17	9	26

	Billing Regular Weeks	Billing Overtime Weeks	Billing Total
CPO	\$ 86,496.00	\$ 54,927.50	\$ 141,423.50
Sr. Op. 1	\$ 90,144.00	\$ 48,056.77	\$ 138,200.77
Sr. Op. 2	\$ 79,696.00	\$ 50,609.30	\$ 130,305.30
TOTAL			\$ 409,929.58

The estimated fee for Amendment No. 1 is \$409,929.58.

Original Contract	\$25,000
Amendment #1	\$409,929.58
Total	\$434,929.58

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH OPERATIONAL TECHNICAL SERVICES;
STH CONTRACT NO: 2021-077 FOR TEMPORARY WASTEWATER TREATMENT
OPERATORS WITH SWRCB CERTIFICATION FOR AN ADDITIONAL \$100,293 FOR A TOTAL
CONTRACT AMOUNT NOT-TO-EXCEED \$200,913.**

This First Amendment to Professional Services Agreement STH Contract: 2021-077 dated April 27, 2021 ("Agreement") is made as of this ____ day of _____, 2022 by and between the City of St. Helena, a municipal corporation ("City"), and Operational Technical Services ("Consultant").

RECITALS

- A. On April 27, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Temporary Wastewater Treatment Chief Plant Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher; and
- B. While the City is recruiting for permanent Wastewater Treatment Plant operators, the City needs assistance in the interim basis with temporary Wastewater Treatment Plant operators until a time when the vacant positions are filled; and
- C. The Agreement's current compensation does not include the funds for an additional temporary Wastewater Treatment Operator with SWRCB Certification; and
- D. The additional funding is necessary to allow Operational Technical Services to continue to provide temporary Wastewater Treatment Operators to the City; and
- E. The City of St. Helena and Operational Technical Services 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 1. Basic Services

Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.

- 2. Section 4.A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed \$200,913..."

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk

CITY OF ST. HELENA

RESOLUTION No. 2022 -

A Resolution of the City of St. Helena City Council Authorizing: (1) the City Manager to execute Amendment No. 1 to STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$100,293 for a total amount not-to-exceed \$200,913; and (2) a Wastewater Fund budget increase of \$100,293 to 571-5029-2020; and (3) the City Manager to execute Amendment No. 2 to STH Contract: FY2021-048 with Operational Technical Services for temporary Water Treatment Operators in the amount of \$348,561 for a total amount not-to-exceed \$783,491; and (4) a Water Fund budget increase of \$152,802 to 561-5034-2020; and (6) use of Water Operations Fund balance of \$152,802.

RECITALS

- A. The City currently has three approved, but vacant, positions at the Water Treatment Plant; and
- B. The City currently has three approved, but vacant, positions at the Wastewater Treatment Plant; and
- C. To remain in compliance with the State of California State Water Resource Control Board (SWRCB) it is necessary to have water treatment and wastewater treatment operators who possess certain minimum certifications specific to each type of treatment plant; and
- D. On April 27, 2021, the City and Operational Technical Services entered into an agreement for OTS to provide Temporary Wastewater Treatment Operators with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$100,620; and
- E. On January 26, 2021, the City and Operational Technical Services entered into an agreement for OTS to provide Temporary Water Treatment Operators with SWRCB Certification for the Water Treatment Plant and on March 23, 2021, City Council approved Amendment No. 1 in the amount of \$409,929.58 to STH Contract: FY2021-048 to allow Operational Technical Services to continue to provide temporary Water Treatment Operators to the City; and
- F. While the City is recruiting for permanent Water and Wastewater Treatment Plant operators, the City needs assistance in the interim basis for both plants; and
- G. Due to unforeseen emergency circumstances and staffing shortages, significant staffing costs have been incurred primarily in Water Treatment Plant operations; and

- H. The City and consultant desire to amend STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$100,293 for a total amount not-to-exceed \$200,913; and
- I. The City and consultant desire to amend STH Contract: FY2021-048 with Operational Technical Services for temporary Water Treatment Operators in the amount of \$348,561 for a total amount not-to-exceed \$783,491.

RESOLUTION

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

- 1. Authorize the City Manager to execute Amendment No. 1 to STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$100,293 for a total amount not-to-exceed \$200,913; and
- 2. Authorize a Wastewater Fund budget increase of \$100,293 to 571-5029-2020; and
- 3. Authorize the City Manager to execute Amendment No. 2 to STH Contract: FY2021-048 with Operational Technical Services for temporary Water Treatment Operators in the amount of \$348,561 for a total amount not-to-exceed \$783,491; and
- 4. Authorize a Water Fund budget increase of \$152,802 to 561-5034-2020; and
- 5. Authorize use of Water Operations Fund balance of \$152,802.

Approved at a Regular Meeting of the St. Helena City Council on January 25, 2022, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution Authorizing: (1) Amendment #4 to STH Contract: FY2019-075 with BKF for Additional Vine Trail Route Study for an additional \$11,000 for a total not-to-exceed amount of \$792,600; (2) authorizing use of General Fund reserves in the amount of \$11,000; and (3) authorizing a budget increase of \$11,000 in the General Fund (Fund 101) expenses to be transferred to the Civic Capital Fund (Fund 733).

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

The Napa Valley Vine Trail is envisioned as a 47-mile Class 1 mixed-use path for pedestrians and cyclists that will run the length of the Napa Valley (Calistoga to American Canyon) and connect to the Vallejo ferry terminal in Vallejo, providing a crucial link to the City of San Francisco and larger Bay Area. The proposed project is to construct a bike and pedestrian trail adjacent to the State Route (SR) 29 corridor which will encourage bicyclists and pedestrians to take alternative modes of transportation.

The project will enhance the accessibility and connectivity of the community in surrounding neighborhoods and will eventually complete all segments of the 47-mile Vine Trail planned for the region. Up Valley areas currently lack significant alternative transportation and recreational infrastructure and these improvements will promote using transit, biking and walking. The project has broad based community support from a coalition representing over 20 private and public sector organizations, all involved in its planning, design and funding.

On December 11, 2018, the City entered into a Professional Services Agreement with BKF for work associated with the St. Helena Downtown Improvement project. There have been three amendments to the PSA with BKF, with Amendments No. 2 and No. 3 including work specific to the Napa Valley Vine Trail (NVVT) segment through the City of St. Helena. The amendments pertaining to the NVVT are as follows:

Amendment #2:

Based on Council feedback from the May 28, 2019 City Council meeting, on June 25, 2019, the City Council approved Amendment No. 2 with BKF. This amendment included \$32,500 specifically designated for the NVVT School to School Feasibility Study which was to look at a connection on Oak Avenue for the portion of the NVVT through the City of St. Helena as well as to provide additional street alternatives to the east of Oak Avenue.

Amendment #3:

On December 14, 2021, the City Council approved Amendment No. 3 with BKF. The original Vine Trail scope of work was to develop the plan and alternatives without presentations to committees or the Council. This additional task included funding for approximately 28 hours of presentations to committees and the City Council.

Connection to the City Council Workplan: The Napa Valley Vine Trail is item 1C in the City Council's adopted workplan "*Complete analysis of St. Helena Vine Trail route options and facilitate Council decision making on preferred route*" under the Citywide Goal 1: "Improve and maintain safe and reliable City infrastructure with a commitment to environmental stewardship, public health and public safety."

DISCUSSION

At the January 11, 2022 City Council meeting, the City Council received an update regarding the Vine Trail alignment. Based on Council direction, the City desires to enter into a fourth amendment with BKF to accomplish the following: (1) study an additional corridor located on the east side of the City along Mills Lane, to College Avenue, to Pope Street, to Starr Avenue, to Adams Street (see attached conceptual map); and (2) conduct formal outreach.

Outreach includes requesting feedback from the community on the following options:

1. Oak Avenue via Mitchell Drive
2. Oak Avenue via Spring Street
3. Main Street to Pope Street to Church Street
4. NEW: Mills Lane, to College Avenue, to Pope Street, to Starr Avenue, to Adams Street

The City's formal stakeholder/community outreach on the four route alternatives will include the following:

- 2 "Zoom" Community Workshops

- 2 Drop-in Format Open Houses held outdoors at the Napa Valley College Upper Campus
- 2 Business focused Zoom Meetings

Formal outreach will be accomplished within an approximately four week period. It is recommended feedback from formal stakeholder/community outreach be presented to the City's Active Transportation and Sustainability (ATSC) Committee for a formal recommendation. ATSC did provide preliminary feedback to Vine Trail and BKF representatives on the three corridors at a Special Meeting held on November 17, 2021. It is anticipated the ATSC would provide a formal recommendation at the ATSC March 3, 2022 meeting and the routes, feedback, and ATSC recommendation will be brought back to the City Council at the March 25, 2022 City Council meeting.

FISCAL IMPACT

The additional route study is a not-to-exceed amount of \$11,000. This item is not currently budgeted and would require authorizing use of General Fund reserves in the amount of \$11,000. Use of General Fund Reserves for the amendment will leave an estimated net position of \$6,275,640, or 37%.

RECOMMENDED ACTION

Staff recommends Council approve the attached Resolution.

ATTACHMENTS

[Attachment 1 - Resolution](#)

[Attachment 2 - BKF Amendment #4 STH Contract FY2019-075](#)

[Attachment 3 - Mills Lane Option D](#)

[Attachment 4 - 20220113-ASR-Option D scope](#)

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) AMENDMENT #4 TO STH CONTRACT: FY2019-075 WITH BKF FOR ADDITIONAL VINE TRAIL ROUT STUDY FOR AN ADDITIONAL \$11,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$792,600; (2) AUTHORIZING USE OF GENERAL FUND RESERVES IN THE AMOUNT OF \$11,000; AND (3) AUTHORIZING A BUDGET INCREASE OF \$11,000 IN THE GENERAL FUND (FUND 101) EXPENSES TO BE TRANSFERRED TO THE CIVIC CAPITAL FUND (FUND 733).

RECITALS

- A. The City of St. Helena adopted workplan Goal 1C involves completing an analysis of the St. Helena Vine Trail route options and facilitate the Council decision making on the preferred route; and
- B. On December 11, 2018, City Council approved a STH Contract: FY 2019-075 with BKF in the amount of \$529,000 for engineering and landscaping services for the St. Helena Downtown Street Improvements; and
- C. On May 28, 2019, City Council authorized Amendment No. 1 in the amount of \$74,100 to include fiber light pole coordination, a southern gateway study, input on the downtown restrooms, and additional environmental work as required by Caltrans to complete the downtown sidewalk improvements; and
- D. On June 11, 2019, City Council authorized Amendment No. 2 in the amount of \$32,500 to include the Napa Valley Vine Trail's Feasibility Study to bring the Vine Trail through St. Helena and a 50% cost share to complete the work for a total amended not-to-exceed amount of the agreement of \$635,600; and
- E. On December 14, City Council authorized Amendment No. 3 in the amount of \$146,000 has been requested for a total not-to-exceed contract of \$781,600; and
- F. On January 11, 2022, City Council provided direction for an additional route D for study and formal outreach; and
- G. Additional funding in the amount of \$11,000 has been requested for a total not-to-exceed contract of \$792,600.

RESOLUTION

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

1. Authorizes Amendment No. 4 to STH Contract: FY 2019-075 in the amount of \$11,000 to the Professional Services Agreement with BKF for the additional alignment study for the St. Helena Vine Trail, for a total not-to-exceed amount of \$792,600.
2. Authorizes the City Manager to execute the agreement.
3. Authorizes use of General Fund reserves in the amount of \$11,000.
4. Authorizes a budget increase of \$11,000 in the General Fund (Fund 101) expenses to be transferred to the Civic Capital Fund (Fund 733).

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, January 25, 2022 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

AMENDMENT #4

Consideration and Proposed Approval of a Resolution Authorizing: (1) Amendment #4 to STH Contract: FY2019-075 with BKF for Additional Route Study for an additional \$11,000 for a total not-to-exceed amount of \$792,600; (2) authorizing use of General Fund reserves in the amount of \$11,000, and (3) authorizing a budget increase of \$11,000.

This Fourth Amendment to Professional Services Agreement STH Contract: FY 2019-075 dated December 11, 2018 ("Agreement") is made as of this ____ day of _____, 2022 by and between the City of St. Helena, a municipal corporation ("City"), and BKF Engineers ("Consultant").

RECITALS

- A. On December 11, 2018, the City and Consultant entered into the Agreement for Consultant to provide professional engineering and landscaping services in connection with the project described as St. Helena Downtown Improvements; and
- B. On May 28, 2019, City Council authorized Amendment No. 1 in the amount of \$74,100 to include fiber light pole coordination, a southern gateway study, input on the downtown restrooms, and additional environmental work as required by Caltrans to complete the downtown sidewalk improvements; and
- C. On June 11, 2019, City Council authorized Amendment No. 2 in the amount of \$32,500 to include the Napa Valley Vine Trail's Feasibility Study to bring the Vine Trail through St. Helena and a 50% cost share to complete the work for a total amended not-to-exceed amount of the agreement of \$635,600; and
- D. The Agreement's current Scope of Services do not include the funds or the additional work that have been identified to complete an additional option D for Vine Trail Alignment and for additional outreach; and
- E. Additional funding in the amount of \$11,000 has been requested for a total not-to-exceed contract of \$792,600;
- F. The City of St. Helena and BKF Engineers now desire to amend the Agreement to include the additional funding necessary for the Consultant to provide additional outreach and Vine Trail feasibility alignment option.

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 1. Basic Services

Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.

Page 1 of 2

Fourth Amendment to Professional Services Agreement STH Contract: FY 2019-075
Consultant: BKF Engineers

2. Section 4.A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed \$792,600.00 ... "

Original Agreement Amount	\$529,000.00
Amendment No. 1	\$74,100.00
Amendment No. 2	\$32,500.00
Amendment No. 3	\$146,000.00
Amendment No. 4	\$11,000.00

Total Compensation	\$792,600.00
---------------------------	---------------------

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

Entered as of the day and year first above stated.

CONSULTANT: BKF Engineers

CITY OF ST. HELENA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: Mark T. Prestwich
Title: City Manager

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk

Attachments:

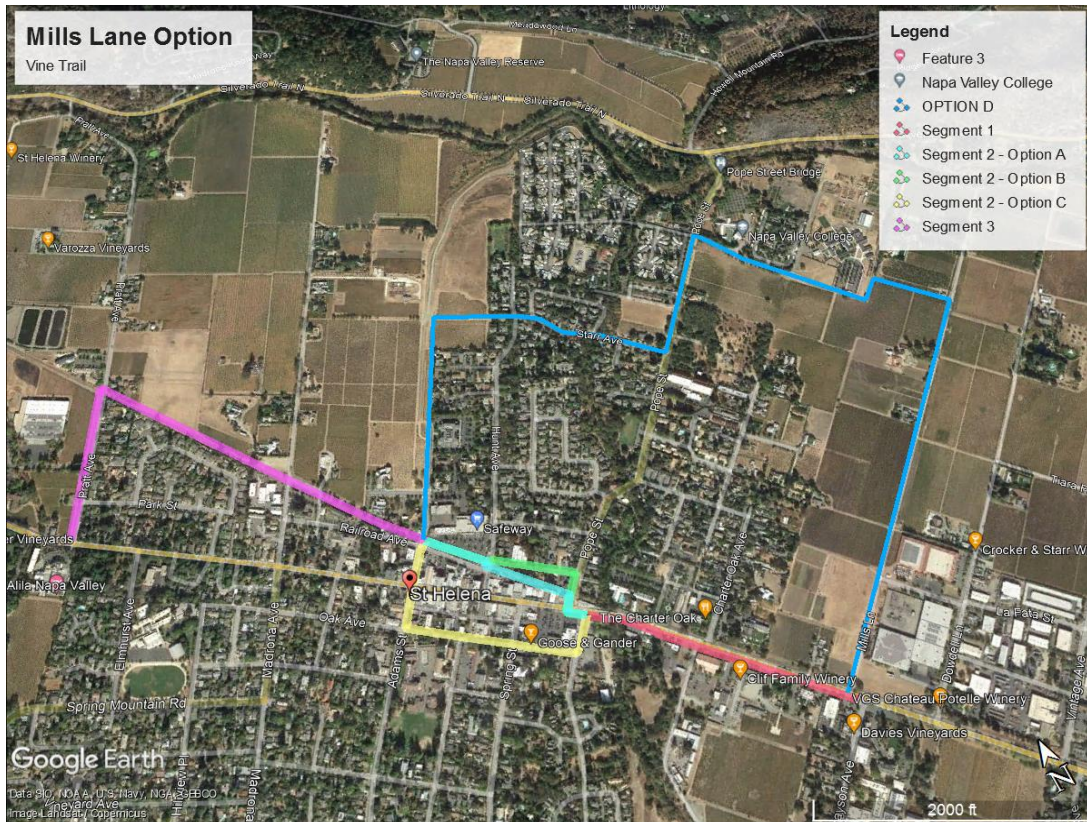
Exhibit A: "Scope of Services"

Exhibit B: "Compensation"

Page 2 of 2

Fourth Amendment to Professional Services Agreement STH Contract: FY 2019-075

Consultant: BKF Engineers



January 13, 2022
BKF No 20181863



Mark Prestwich
City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574
Transmitted Via Email

Subject: Napa Valley Vine Trail Feasibility, St Helena, California

Dear Mr. Prestwich,

BKF Engineers welcomes the opportunity to submit this proposal for planning services associated with the Vine Trail project located in the City of St. Helena, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

SCOPE OF SERVICES

We understand your desire to determine the feasibility of an additional route east of downtown St. Helena. To determine this feasibility, we have anticipated the following scope items.

- A. Data Compilation. BKF will obtain a recent digital image aerial photo file that delineates a layout configuration to develop a base plan. We will need the City to provide copies of the plans for the subdivision, any improvements associated with the college, and Mills Lane.
- B. Field Review. BKF will conduct a field walk the site to create a photographic log along the corridor. During the walk, we will review horizontal and vertical issues and note potential areas of conflict or concern with regards to an alignment.
- C. Conceptual Trail Layout. Based on the information obtained from A and B above, we will develop a plan and cross sections for the trail layout. We have assumed that the trail section will be comprised of both Class 1 and Class 4 segments based on a cursory review.
- D. Meetings. We have allocated time to prepare for, develop presentation materials, and attend two internal City meetings to discuss the alignment and make minor adjustments. Additionally we have allocated time for two additional public meetings associated with this work.

LEVEL OF EFFORT

Below is a matrix of the level of effort fee for each task:

Scope	Fee
Data Compilation	\$300
Field Review	\$1,500
Conceptual Trail Layout	\$3,600
Meetings (2 internal, 2 public)	\$5,600
Total	\$11,000

BKF ENGINEERS

1646 N. California Blvd., Suite 400, Walnut Creek, CA 94596 | 925.940.2200

January 13, 2022

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-280-0309 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Daniel Schaefer, PE
Principal/Vice President



January 13, 2022

BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE

JANUARY 1, 2021 – DECEMBER 31, 2021

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$251.00
Senior Associate/Vice President	\$225.00
Associate	\$219.00
Senior Project Manager Senior Technical Manager	\$218.00
Project Manager Technical Manager	\$213.00
Engineering Manager Surveying Manager Planning Manager	\$197.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$183.00
Project Engineer Project Surveyor Project Planner	\$160.00
Design Engineer Staff Surveyor Staff Planner	\$140.00
BIM Specialist I, II, III	\$140.00 - \$160.00 - \$183.00
Technician I, II, III, IV	\$133.00 - \$142.00 - \$155.00 - \$167.00
Drafter I, II, III, IV	\$104.00 - \$114.00 - \$123.00 - \$138.00
FIELD SURVEYING	
Survey Party Chief	\$182.00
Instrumentman	\$157.00
Survey Chainman	\$117.00
Utility Locator I, II, III, IV	\$95.00 - \$135.00 - \$161.00 - \$184.00
Apprentice I, II, III, IV	\$72.00 - \$97.00 - \$107.00 - \$113.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$239.00
Senior Construction Administrator	\$207.00
Resident Engineer	\$154.00
Field Engineer I, II, III	\$140.00 - \$160.00 - \$183.00
ASSISTANTS	
Project Assistant	\$88.00
Engineering Assistant Surveying Assistant Planning Assistant	\$86.00
Clerical Administrative Assistant	\$74.00

Expert witness rates are available upon request.

Subject to the terms of a professional services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.



Cindy Tzaopoulos

From: Pam Starr <pam@crockerstarr.com>
Sent: Tuesday, January 25, 2022 12:14 PM
To: Public Comment
Cc: Stephanie Iacobacci; Anna Chouteau; Amy Carabba-Salazar
Subject: [External] public comment for today jan 25 under 9.5
Importance: High

Hello City of St Helena

Please include the following public comment under section 9.5 Vine Trail on tonight's agenda. Please confirm receipt and addition to the agenda.

The Gateway to Saint Helena

The southern entrance to our town St Helena is full of diverse business and residences but are not connected to the rest of the town other than by vehicle. Every day I watch people walk Mills, Dowdell, Vintage, La Fata and McCormick for exercise. However, there is no safe way to cross from this active business hub to the west walking trails to do errands or grab lunch. Access to business such as Gary's Marketplace to the south, and north to Gotts Roadside, the only pedestrian access connecting the east and west sides of St. Helena is at Charter Oak Avenue. Access to the Charter Oak crosswalk from this busy southern side of town is to walk along the railroad tracks. With large rocks and an active train, this is an unacceptable and unsafe way to expect pedestrians to get from point A to point B.

Several years ago, the southern entrance to our town went through a very expensive beautification, burying the overhead wires and removing power poles. Great job! Now let's take the next step and make it easy for school children to cross the street for dentist appointments or to Central valley for school project materials. And to make it safe for everyone who lives and works in St Helena south.

From my perspective here on Dowdell lane, Vintage Ave seems like a good spot to have a blinking crosswalk as folks on the west can walk safely all the way there and gives access to the west side of 29 to more people.

Our 'industrial' area is underutilized for parking, walking or bike riding to access the rest of town. I brought bicycles to work in hopes that all of us at the vineyard and winery would use them to do our town errands. But not one time have we used them to go to other parts of town, as there is no safe riding on the same side of traffic or to cross to the west side where there is safe walking/riding space.

I am eager for the addition of the Napa Valley Vine Trail, but it does not solve the issue of access between the east and west sides of St. Helena. I encourage City Council to build off the Vine Trail and add a crosswalk at Vintage Avenue, or at least identify a street south of St. Helena High School to add a crosswalk, making pedestrian access safe for all.

Making a blinking crosswalk is something that could happen immediately as the power is available right at each corner, AND this could make our town mobile and connected from the north to the south in just a short period of time.

Please take a moment to consider the positive impact a southern crosswalk would make on our community for the good of our environment and the health of our residents, employees, and our visitors.

Pam Starr
 700 Dowdell Lane, Saint Helena, CA 94574
 707-967-9111

Pam Starr
 Owner/Founding Winemaker
pam@crockerstarr.com 707-967-9111
 Happy Holidays!

Cheers to all of you and thank you for your love and loyalty for our wines.



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and approval of a resolution approving an agreement with Liebert Cassidy Whitmore for various employee relations training and services at no cost to the City of St. Helena which is offered through the Sonoma/Marin Employment Relations Consortium.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena is a member of the California Intergovernmental Risk Authority (CIRA), which is a statewide, risk sharing Joint Powers Authority (JPA) providing comprehensive coverage to cities, towns, and non-municipal public agencies throughout California. CIRA provides self-funded liability programs for general liability, public officials' errors and omissions, auto liability, and employment practices liability coverage.

Through CIRA, the City is a part of the Sonoma/Marin Employment Relations Consortium (ERC) with Liebert Cassidy Whitmore (LCW). The ERC is a number of local agencies joining together for the purpose of securing quality employment relations training, consultation, and informational services on a very economical basis.

DISCUSSION

Through the ERC, specialized attorney services are paid for by CIRA. These fees cover four days of group training workshops covering various employment relations subjects, availability of LCW consultation by phone for questions that the attorney can answer quickly with little research, and providing a monthly newsletter covering employment relations developments.

The City has historically participated with the ERC Membership and routinely uses these services on a monthly basis. While these services are paid for by CIRA, it does require the signing of an Agreement for Special Services which outlines the services covered under the CIRA portion, term of the agreement (one calendar year), and, if requested, additional services. The City has not previously utilized the additional services outlined in the Agreement.

FISCAL IMPACT

There is no fiscal impact in signing this agreement because fees are paid by CIRA.

RECOMMENDED ACTION

Staff recommends adopting the resolution and authorizing the City Manager to execute the agreement.

ATTACHMENTS

[Attachment 1 - LCW CY 2022 agreement](#)

[Attachment 2 - LCW Resolution](#)

LCW LIEBERT CASSIDY WHITMORE

6033 West Century Boulevard, 5th Floor
Los Angeles, California 90045
T: (310) 981-2000 F: (310) 337-0560

December 27, 2021

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

Re: *Sonoma/Marin Employment Relations Consortium*

Dear Mr. Prestwich:

We are looking forward to another successful year with the Sonoma/Marin Employment Relations Consortium. We are pleased to provide the consortium with four full days of training, our monthly newsletter, and telephone consultation.

We are enclosing the planning meeting notes for your records. We will forward the schedule when it is ready.

Enclosed is an Agreement for Special Services. Please execute and return a copy to our office.

You'll note that the attached invoice gives you the option of subscribing (or renewing) your Liebert Library membership. If you do not want to subscribe to the Library, simply check the box next to ERC only and submit that amount. If you do want to subscribe/renew, just check the corresponding box and return the amount indicated (the listed rate reflects the ERC discount).

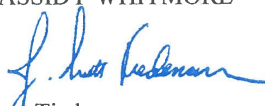
If you have any questions about the consortium or our other training programs, please contact Cynthia Weldon, Director of Marketing & Training at (310) 981-2055 or cweldon@lcwlegal.com.

We thank you for your membership and we look forward to another successful training year.

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:


J. Scott Tiedemann
Managing Partner

Enclosures

Los Angeles | San Francisco | Fresno | San Diego | Sacramento
www.lcwlegal.com

9908655.1 ER020-018

SA590

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of St. Helena, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than thirty-five (35) public agencies in the Sonoma/Marin area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning January 1, 2022, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Four (4) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Fees will be paid by California Intergovernmental Risk Authority (CIRA). Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

SA590

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Twenty to Four Hundred Twenty-Five Dollars (\$220.00 - \$425.00) per hour for attorney staff, Two Hundred Seventy Dollars (\$270.00) per hour for Labor Relations/HR Consultant and from One Hundred Forty-Five to One Hundred Eighty-Five Dollars (\$145.00 - \$185.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing January 1, 2022. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than thirty-three (35) local agency employers entering into a substantially identical Agreement with Attorney on or about January 1, 2022.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

CITY OF ST. HELENA
A Municipal Corporation

By: 
J. Scott Tiedemann / Managing Partner

By: _____

Name: _____

Date: 12.28.2021

Title: _____

Date: _____

SA590

LCW LIEBERT CASSIDY WHITMORE

6033 West Century Boulevard, 5th Floor
 Los Angeles, California 90045
 T: (310) 981-2000 F: (310) 337-0560

INVOICE

December 24, 2021

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

(SA590-10000)

SONOMA/MARIN EMPLOYMENT RELATIONS CONSORTIUM**Membership: 01/01/22 through 12/31/22***Please make your check out for one of the following amounts:*

ERC Membership	PAID BY CIRA	☒
ERC Membership w/ Basic Liebert Library Subscription (optional) <i>Basic Subscription provides access to LCW workbooks in digital format. You can search all workbooks, but cannot print or download the books.</i>	\$405.00	☐
ERC Membership w/ Premium Liebert Library Subscription (optional) <i>Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, model policies and checklists that can be downloaded and used as templates.</i>	\$900.00	☐

Note: Please send us a copy of this invoice along with your payment.

*For more information about the Liebert Library, please visit www.liebertlibrary.com,
 or email library@lcwlegal.com.*

Los Angeles | San Francisco | Fresno | San Diego | Sacramento
www.lcwlegal.com

9908655.1 ER020-018



Liebert Library

Our firm is proud to present the **Liebert Library**: an online collection of trusted legal training and reference materials that cover a variety of public-sector labor and employment topics!

For more than 40 years our attorneys have tirelessly worked to create an entire library of legal resources that covers a variety of labor and employment topics. Now you can get on-demand access to our extensive collection of workbooks, sample forms, model policies and checklists, including:



WORKBOOKS:

- › The FLSA Compliance Guide
- › Principles for Public Safety Employment
- › Annual Audit of Your Personnel Rules
- › Labor & Employment Relations Issues
- › During Lean Times
- › Understanding Public Employee
- › Retirement Issues



SAMPLE FORMS & POLICIES:

- › Checklist for POBR/FBOR Investigation
- › Reasonable Accommodation Policy
- › Sample Anti-Bullying Policy
- › Sample Discipline Policy
- › Social Media Policy

We offer 2 levels of subscription for Liebert Library at economical prices that will allow you to lower future legal costs for your agency:

1. **Basic Membership** - Access to **all of our workbooks in digital format**. You will have on-demand access to these documents, which are fully searchable (but not downloadable.)
2. **Premium Membership** - Access to all of the benefits of our Basic Membership (see above), as well as the ability to download in Word more than 200 sample forms, checklists and model policies. The newly incorporated model policies include detailed commentary on the statute/reason the policy is recommended as well as tips on how to customize the policies to your specific agency and how to best implement them.

For more information, visit www.liebertlibrary.com

SONOMA/MARIN ERC

1) Comments

- Members found that more people participated in the virtual workshops than in the in person presentations.
- Members appreciate receiving the recording following the workshops. It allows more people to get the information on their own schedules. Note that in 2022 member agencies will have access to the recordings for 2 months.
- Members also appreciate getting the material electronically. It saves a lot of paper!
- Members like the Survey Monkey registration tool but would like to see more slots available.
- Consortium calls are being responded to in a timely manner.
- Francesca has been a gem to work with!
- The members have elected to continue holding their workshops via webinar for 2022.

2) Services Explained

- Complimentary Telephone Consultation: ERC members are able to consult with an attorney on select matters. The service covers items that the attorney knows off the top of their head. It does not cover writing/reviewing documents; advice on on-going legal matters, or advice requiring extensive research. Items that fall outside the realm of this service are noted as such and members have the option to ask for LCW to proceed as a billable matter. For this reason, agencies should choose carefully who is permitted to place these types of inquiries. Inquiries can be made by calling any of our offices, any of our attorneys by emailing: AskLCW@lcwlegal.com.
- Consortium Workshops across the State: ERC members are able to attend other Consortiums' workshops. If you are interested in attending, you must contact Francesca Savellano (fsavellano@lcwlegal.com) two weeks prior the scheduled workshop. Once all the registration sheets are received from the host Consortium, if space is available, members from other consortiums are able to attend. There is no cost to attend another Consortiums' workshop, *unless* they require a per person/refreshment fee.
- Consortium Webinars: Each registrant will receive instructions on how to log in to the webinar. Agencies will receive a report following the webinar on who logged in and how long they remained on the line. Each member agency will receive a recording of the webinar for their internal use.

- Workshop Attendance: LCW reminds agencies that they are responsible for monitoring who is registering for the workshops. LCW provides a guide as to who should attend the workshops and requests that the agency use its best discretion when registering employees as the composition of the audience can impact the message and tone of the workshop.
- Public Sector Employment Relations Certificate Program: This is a complimentary program. Participants are required to complete 8 specific workshops within a three year period. Participants must present proof of attendance through paperwork distributed at the workshop. LCW does not track attendance.
- Individual/Customized Training:
 - LCW conducts customized training in-person, via webinar and through our on demand platform.
 - Includes the incorporation of your policies and procedures, as well as an original set of materials for your reproduction.
 - Any of the workshops listed on the Master Workshop Topics List can be presented outside of the consortium to one specific agency or a group of agencies to share the cost.
 - LCW would be happy to send an e-mail to other agencies if a request for an individual workshop has been made and the agency requesting the workshop wishes to combine with other agencies. For more information, contact Anna Sanzone-Ortiz at (310) 981-2051.
- Liebert Library: As discussed last year, LCW has merged the Liebert Library and Model Personnel Policy Portal. Subscription is optional and Consortium members receive a discount.
- Social Media: follow us on Twitter (<http://twitter.com/lcwlegal>); Linked In (<https://www.linkedin.com/company/liebert-cassidy-whitmore/>) and read our Labor and Employment blog (<http://www.calpublicagencylaboremploymentblog.com>).

3) Workshops (4 full days of training to be held on Wed. or Thurs. avoiding the 2nd Wed. of the month)

- Human Resources Academy II - half day
- Labor Code 101 for Public Agencies - half day
- Workers Compensation: Managing Employee Injuries, Disability and Occupational Safety - half Day
- Public Sector Employment Law Update – half day
- Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves and Accommodations (Certificate Class) - half day (to be scheduled in fall 2022)

- Maximizing Supervisory Skills for the First Line Supervisor (Certificate Class) - Full Day (to be scheduled in fall 2022)
- Maximizing Performance Through Documentation, Evaluation and Corrective Action (Certificate Class) - half day (to be scheduled in fall 2022)

4) ERC Membership Rates

- Rates:
 - Agencies w/less than 150 full time employees: \$2,110
 - Agencies w/ 150 to 1,000 full time employees: \$3,005
 - Agencies w/ over 1,000 full time employees: \$4,465
- Some members paid a refreshment fee for 2020. Only some of this was used for refreshments due to the pandemic. The group elected to hold the remainder of the 2020 refreshment fees for possible use in 2021. Since the 2021 year ended up being delivered virtually and the group has elected to conduct the 2022 year virtually, these leftover monies will be applied to those members as payment towards their 2022 year.
 - Agencies w/less than 150 full time employees who paid \$375 in refreshment fees in 2020 will be credited with \$360
 - Agencies w/ 150 to 1,000 full time employees who paid \$415 in refreshment fees in 2020 will be credited with \$400
 - Agencies w/more than 1,000 full time employees who paid \$445 in refreshment fees in 2020 will be credited with \$430
 -
- ❖ A late fee of \$100 will be assessed if payment is not received by February 1, 2022.

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR VARIOUS EMPLOYEE RELATIONS TRAINING AND SERVICES AT NO COST TO THE CITY OF ST. HELENA WHICH IS OFFERED THROUGH THE SONOMA/MARIN EMPLOYMENT RELATIONS CONSORTIUM.

RECITALS

- A. The City of St. Helena is a member of the California Intergovernmental Risk Authority (CIRA), which is a statewide, risk sharing Joint Powers Authority (JPA) providing comprehensive coverage to cities, towns, and non-municipal public agencies throughout California; and
- B. CIRA provides self-funded liability programs for general liability, public officials' errors and omissions, auto liability, and employment practices liability coverage; and
- C. Through CIRA, the City is a part of the Sonoma/Marin Employment Relations Consortium (ERC) with Liebert Cassidy Whitmore (LCW); and
- D. The ERC is a number of local agencies joining together for the purpose of securing quality employment relations training, consultation, and informational services on a very economical basis; and
- E. Through the ERC, specialized attorney services are paid for by CIRA and these fees cover four days of group training workshops covering various employment relations subjects, availability of LCW consultation by phone for questions that the attorney can answer quickly with little research, and providing a monthly newsletter covering employment relations developments; and
- F. The City has historically participated with the ERC Membership and routinely uses these services on a monthly basis; and
- G. While these services are paid for by CIRA, it does require the signing of an Agreement for Special Services which outlines the services covered under the CIRA portion, term of the agreement (one calendar year), and, if requested, additional services; and
- H. The City has not previously utilized the additional services outlined in the Agreement.

RESOLUTION

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

1. The City Manager is authorized to execute an agreement for services with Liebert Cassidy Whitmore for Calendar Year 2022 at no cost to the City.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, January 25, 2022 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: **NEW BUSINESS**

Subject: **Discussion and Direction Regarding Potential Ballot Measure to Eliminate a Directly Elected Mayor**

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

At the Council Meeting of January 11, 2022, the City Council provided direction to the City Manager to prepare a staff report and discussion item for the Council meeting of January 25, 2022 to discuss the possibility of eliminating the directly elected Mayor position. Pursuant to St. Helena Municipal Code Section 2.08.010, the City's Mayor serves a two-year term of office and is directly elected. California General Law cities without directly elected Mayors annually appoint a Mayor and often adopt a policy to guide the appointment process (Cal Gov't Code section 36801).

DISCUSSION

In a General Law city that has a directly elected Mayor, the City Council may submit a ballot measure to the voters on whether to eliminate the directly elected Mayor position (Cal Gov't Code section 34902). If a majority of the votes cast on the proposition are in favor of the elimination of the office of elective mayor, the office shall be eliminated on the expiration date of the incumbent's term, and on the date the procedure of selection of the mayor by the City Council shall be reestablished (Cal Gov't Code section 34902(b). For example, if the City Council placed such a measure on the June 7, 2022 Statewide Direct Primary Election, the elimination of the office of elective Mayor would expire after the results of the November 8, 2022 California Gubernatorial election are certified. The City Council would then install elected officials, and choose one of its members as Mayor, and one of its members as Vice Mayor (Cal Gov't Code section 36801). If the measure was

placed on the November 8, 2022 ballot, the office of elective Mayor would expire after results of the November 2024 California Statewide General election are certified.

State Law mandates the form of the ballot measure question if asking whether to created a directly elected Mayor position, but does not mandate the language for eliminating such a position. If the City Council desired to place the measure before voters, the ballot question could be written:

Shall the position of a directly elected mayor be eliminated, so that the St. Helena City Council is composed of five members who determine who will be mayor?

If the City Council directs staff to prepare a measure for placement on the June 7, 2022 ballot, a resolution authorizing placement of the question before voters would need to occur by the regular Council meeting of February 22, 2022. Passage would require a majority of participating voters.

FISCAL IMPACT

The City has budgeted \$40,000 in the current Fiscal Year budget for potential June 7, 2022 election costs.

RECOMMENDED ACTION

Discuss and provide direction to the City Manager.

Cindy Tzaopoulos

From: Anne Carr <acarriver@gmail.com>
Sent: Saturday, January 22, 2022 1:37 PM
To: Cindy Tzaopoulos
Subject: [External] Mayoral Selection

Dear Cindy,

I would like to add my voice to those who support having our Mayor's position either rotated through the City Council members or having the Mayor elected by the Council members themselves. Our separate mayoral elections have become too expensive, environmentally unfriendly (lawn signs, handouts, etc.) and divisive. Please add my name and this correspondence to any list you may have of those addressing this item on the agenda.

Thank you,
Anne Carr
1730 Dean York Lane
Saint Helena
707-695-9489

To City Council
From Glenn Smith, St. Helena

RE: Election of Mayor

Thank you for placing this on your January 25 agenda. On this issue, I have spoken before the Council, submitted written public comment, and sent letters to the Star, advocating the elimination of an elected Mayor. I believe recent mayoral elections have been very divisive for our community and a waste of large sums of money. I believe the Council members are more than able to select a chairperson from their number to provide needed leadership and stability.

However, I'm sure there are points to be made for and against any change. The important thing at this time is to openly discuss the question, clearly identify the issues on both sides, gain public input and then decide the issue on its merits as best you can. There surely is no perfect solution.

I commend the Council for taking this important step.

Cindy Tzaopoulos

From: Sue Wollack <sue@thewollacks.com>
Sent: Saturday, January 22, 2022 10:49 PM
To: Cindy Tzaopoulos
Subject: [External] No more mayoral elections

>> I am completely in favor of the St. Helena City Council rotating or electing among themselves a new mayor every two years and dispensing with costly, time consuming and often combative mayoral elections.

Sue Wollack

Cindy Tzaopoulos

From: benoit touquette <benoittouquette@mac.com>
Sent: Sunday, January 23, 2022 4:06 PM
To: Philippa Ward; Nikita Touquette
Cc: Cindy Tzaopoulos
Subject: Re: [External] Mayor and city council item

Hi Everyone

Well said Philippa, I echo all that you said and would be supportive of such measure.

It is crucial to all align here for the best of this town - it needs help!!!!

My wife and I just had a baby and would love to see some changes

But this would be a great step forward.

Best regards

BT

Benoit Touquette

On Jan 23, 2022, at 2:39 PM, Philippa Ward <philippa.ward@engelvoelkers.com> wrote:

Cindy,

I support avoiding expensive, time and energy-consuming election every two years for mayor, having the Council rotate or elect amongst the council would be great.

I am definitely in favor of this change. Indeed, anything that prevents spending so much money on our elections is a good move. Having a separate election every two years for mayor is unnecessary and wasteful. I think it will unite our town.

As a citizen it is important that I elect our City Council. I believe the mayor is part of that Council. I expect them all to act and work to the best of their ability on our behalf.

Philippa Ward
Global Real Estate Advisor

ENGEL & VÖLKERS St. Helena | Napa Valley
Licensee of Engel & Völkers U.S. Holdings, Inc.
1111 Main Street, Suite A

St. Helena, CA 94574
USA

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Mail to: Philippa.ward@evrealstate.com

<http://app.evrealstate.com/EVPHILIPPAWARD>

ENGEL & VÖLKERS St. Helena | Napa Valley | Truckee- Donner | Incline Village | Lake Tahoe | Reno |
Mill Valley | Fairfax | Kentfield | Sausalito | San Anselmo | Santa Rosa | Healdsburg | Newport Beach |
Laguna Beach | Belmont Shore | Pacific Heights | San Francisco | Long Beach | Santa Barbara | Santa
Ynez | Sonoma County | Beverly Hills | Eden | St. George | Wasatch | Park City | Salt Lake City



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Cindy Tzaopoulos

From: Maria Criscione Stel <mbcstel@gmail.com>
Sent: Saturday, January 22, 2022 3:32 PM
To: Cindy Tzaopoulos
Subject: [External] Mayoral Elections

Dear Ms. Tsaopoulos,

We write to express our strong support for eliminating mayoral elections and instead rotating the mayorship among the Council members. This change will greatly decrease the amount of money being spent on local elections and is a healthy alternative to the often divisive nature of these races.

Thank you.

Maria and Tim Stel
St. Helena

Cindy Tzaopoulos

From: Mora Cronin <moracronin@comcast.net>
Sent: Sunday, January 23, 2022 5:15 PM
To: Cindy Tzaopoulos
Subject: [External] Change in how St. Helena selects Mayor

Hello Cindy,

I understand that an upcoming City Council meeting will include an item proposing a change in how we elect the Mayor of St. Helena. Instead of holding an expensive, time and energy-consuming election every two years for mayor, the Council would rotate or elect among themselves.

I am writing to say that as a longtime citizen I am definitely in favor of this change. Anything that will take money out of our elections is good, and I believe having a separate election every two years for mayor is unnecessary. These elections have divided our town unpleasantly (and unnecessarily) when we need to be united and focused on the many issues and needs we face.

Thank you for your attention to this matter.

Mora Cronin
1482 Sylvaner Avenue
St. Helena, CA 94574

MORA CRONIN
moracronin@comcast.net
707-227-2641 (cell/office)

Cindy Tzaopoulos

From: Stacey Bressler <stacey.e.bressler@gmail.com>
Sent: Saturday, January 22, 2022 6:37 PM
To: Cindy Tzaopoulos
Subject: [External] Choosing our mayor

Dear Cindy,

Please convey my support for having our mayor chosen by the City Council either by rotation or internal election. I hope we can avoid the expensive and divisive mayoral elections we have had in the past.

Thank you,

Stacey Bressler

1891 Vallejo St., St. Helena

January 24, 2022

Dear City Council,

I fully support the elimination of mayor by public vote.

I think the most effective system would be that of rotation with whomever is on the current council when the ordinance is adopted selecting who goes first and in what order the rotation proceeds.

Sincerely,
Nancy Dervin

Cindy Tzaopoulos

From: Andy Bartlett <agbartlett3@gmail.com>
Sent: Monday, January 24, 2022 5:51 PM
To: Cindy Tzaopoulos
Cc: Loraine Stuart
Subject: [External] Electing our Mayor.

I support having the Council elect the Mayor or perhaps just rotate the position on an annual basis based on seniority or in alphabetical order. Having watched the current Mayor purchase his position for an outrageous amount of \$\$ still leaves a bad taste. Let's get money out of this small town.

Andy Bartlett

--

Andy Bartlett
PO Box 510 or
1286 Hudson Avenue home
St. Helena, CA 94574
Mobile: 707-501-8714
agbartlett3@gmail.com

Cindy Tzaopoulos

From: Don Fraser <donrf@inetics.com>
Sent: Saturday, January 22, 2022 12:49 PM
To: Cindy Tzaopoulos
Cc: Loraine & Jack Stuart
Subject: [External] Electing The Mayor of St. Helena

City of St. Helena --

I support the change in how we elect our next Mayor.

The City Council should appoint one of the Council to be our Mayor.

Don Fraser



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: **NEW BUSINESS**

Subject: **Review of FY 2022-23 Budget Calendar**

CEQA **Not a CEQA project**
Determination:

Prepared By: April Mitts, Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Manager supervises the preparation of a detailed, proposed municipal budget which is presented to the Council on or before May 15th of each year. The draft budget offers recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items.

DISCUSSION

Staff has prepared and is presenting to City Council an overview of the FY 2022-23 Budget Calendar (Attachment).

FISCAL IMPACT

None.

RECOMMENDED ACTION

Receive and File

ATTACHMENTS

[Attachment 1 - FY 22-23 Budget Preparation Schedule](#)

OPERATION & MAINTENANCE BUDGET BUDGET CALENDAR FISCAL YEAR 2022-23				
Date	Day	Duration	Item	Completed
January 14, 2022	Friday		Non-Profit grant application posted and available to applicants	✓
January 25, 2022	Tuesday	CC meeting	Staff present Budget Calendar at City Council Meeting	
January 28, 2022	Friday	1 Day	Finance Department issues instructions, budget worksheets, and budget narratives to departments	
January 31 - February 4, 2022		5 working days	Springbrook Budget Training Refresher for Departments (if needed)	
February 8, 2022	Tuesday	CC meeting	Non-Profit Working Group Designated	
February 18, 2022	Friday	1 day	Non-Profit grant applications due	
February 21 - 25, 2022		5 working days	Finance reviews Non-Profit grant applications for eligibility	
February/March 2022	TBD	Workshop	Preliminary Budget Forecast and Budget Priorities Discussion	
March 4, 2022	Friday	1 Day	Department Heads submit budget worksheets to Finance	
March 7, 2022	Monday	1 Day	Non-Profit grant applications given to City Council working group for review	
March 7 - 11, 2022		5 working days	Finance compiles Revenue/Expense worksheets for review	
March 14 - 25, 2022		10 working days	City Manager, Finance Director, and Department Heads meet to review budgets and verify budget requests align with City Council Goals	
March 28 - April 1, 2022		5 working days	Finance compiles budget worksheets based on Dept. Head Meetings	
March/April 2022	Tuesday	PC Meeting	5-year CIP Project list presented to Planning Commission	
April 4 - 8, 2022		5 working days	Follow-up discussions as needed to finalize Department budget requests	
April 12, 2022	Tuesday	CC meeting	Non-Profit summaries presented to City Council for consideration and award	
April 18 - April 29, 2022		10 working days	Finance prepare draft summary budget to City Manager and draft transmittal letter	
April 26, 2022	Tuesday	CC meeting	Fiscal Health Diagnostic and Long-Range Financial Forecast presented to City Council	
May 12, 2022	Thursday	1/2 day	Budget Study Session - 9-noon	
May 24, 2022	Tuesday	CC meeting	5-year CIP Presented to City Council for adoption	
May 26, 2022	Thursday	1/2 day	Budget Study Session - 9-noon (if needed)	
June 7, 2022	Tuesday	CC meeting	Council adopts Budget Resolution	
July 1, 2022			Finance prepares final Operation & Maintenance Budget for distribution	



Report to the City Council
Regular City Council - 25 Jan 2022

Agenda Section: **NEW BUSINESS**

Subject: **City Council Meeting 2022 Calendar Discussion**

CEQA **Not a CEQA project**
Determination:

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Council annually reviews the proposed meeting calendar. The City Council has traditionally cancelled the first meeting in July and its second meeting in December.

RECOMMENDED ACTION

Discuss and provide direction regarding the 2022 City Council meeting schedule.

ATTACHMENTS

[Calendar 2022 CC PC and Holidays](#)

CITY OF ST. HELENA
PLANNING/COUNCIL/HOLIDAY
CALENDAR

2022

		Planning Commission
		PH Notices due to City Clerk
1st	2nd	Council Mtg
		Council Reports Due
		City Council Agenda Published
		Holiday

JANUARY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Meeting Date	Staff Reports Due	Agenda Published
01/11/22	12/24/21	12/31/21
01/25/22	01/07/22	01/14/22
02/08/22	01/21/22	01/28/22
02/22/22	02/04/22	02/11/22
03/08/22	02/18/22	02/25/22
03/22/22	03/04/22	03/11/22
04/12/22	03/25/22	04/01/22
04/26/22	04/08/22	04/15/22
05/10/22	04/22/22	04/29/22
05/24/22	05/06/22	05/13/22
06/14/22	05/27/22	06/03/22
06/28/22	06/10/22	06/17/22
07/12/22	06/24/22	07/01/22
07/26/22	07/08/22	07/15/22
08/09/22	07/22/22	07/29/22
08/23/22	08/05/22	08/12/22
09/13/22	08/26/22	09/02/22
09/27/22	09/09/22	09/16/22
10/11/22	09/23/22	09/30/22
10/25/22	10/07/22	10/14/22
11/08/22	10/21/22	10/28/22
11/22/22	11/04/22	11/11/22
12/13/22	11/25/22	12/02/22
12/27/22	12/09/22	12/16/22