City of St. Helena
Regular City Council Meeting
Tuesday, July 23, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment **for meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.**

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at https://sthelena.civicweb.net/portal/.

Page

1. CALL TO ORDER

2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Patrick Kenealy, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

5.1. Consideration and proposed approval of: 9 - 26
1. Special Meeting Minutes - Applicant Interviews of June 20, 2024
2. Special Meeting Minutes - Study Session of June 25, 2024
3. Regular Meeting Minutes of June 25, 2024

(~~Provided prior to the meeting~~ Provided 7/19/24 at12:00pm)

06-20-2024 Special City Council - Applicant Interviews - Minutes
06-25-2024 Special City Council - Study Session - Minutes
06-25-2024 Regular City Council - Minutes

6. 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.

7. 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: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1. National Parks and Recreation Month Proclamation 27 - 28

Estimated start time: 6:25 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Dave Jahns, Director of Community Services
Staff Report - Pdf

9. STAFF BRIEFING

None

10. CONSENT ITEMS
Members of the Council or the public (present at the meeting) 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.

10.1. Resolution rescinding Resolution 2022-31 and approving amendment #3 to Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City owned property or at City Hall. 29 - 34

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends adopting a resolution rescinding resolution 2022-31 and amending Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property and at City Hall.
Staff Report - Pdf

10.2. Consideration and approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2024-25 and the Selection of Current Year Adjustment Factors. 35 - 45

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends the City Council of the City of St. Helena adopt a Resolution establishing an appropriation limit for Fiscal Year 2024-25.
Staff Report - Pdf

10.3. Proposed approval of a Resolution approving a one-year agreement with MarinIT to provide Information Technology Services for an amount not-to-exceed $288,849 for FY 2024-25. 47 - 72

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf

10.4. Approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Beauchaine Consulting Group, LLC to provide public management consulting services related to labor negotiations in an amount not-to-exceed $50,000. 73 - 92

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf

10.5. Recommended approval of a Resolution authorizing a two-year Agreement with the Housing Authority of the City of Napa to provide contract housing services for an amount not-to-exceed $122,450 for the two-year period starting on July 1, 2025. 93 - 105

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf

10.6. Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration Project, Capital Improvement Project R23-79. 107 - 111

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve attached Resolution.
Staff Report - Pdf

10.7. May 2024 Review and Forecasting of City Water Supply Availability. 113 - 118

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.
Staff Report - Pdf

10.8. June 2024 Review and Forecasting of City Water Supply Availability. 119 - 124

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.
Staff Report - Pdf

10.9. A Resolution of the City Council of the City of St. Helena Authorizing an Agreement for Emergency Response Services with the County of Napa. 125 - 157

CEQA Determination: Not a CEQA project
Prepared By: John Sorensen, Fire Chief
Recommendation:
Approve the agreement with Napa County for the term of one year, commencing on August 1, 2024 with automatic renewals for an additional 4 years.
Napa County Automatic Aid Agreement - Pdf

10.10. Approve Resolution Authorizing Amendment #1 to the Agreement with General Services with Mel Services, Inc., dba Workers.com for general landscaping and maintenance services for an additional $25,200 and a total not-to-exceed amount of $50,000. 159 - 181

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Adopt the proposed resolution authorizing Amendment #1 to the General Services Agreement with Mel Services, Inc., dba Workers.com for landscaping and maintenance services.
Staff Report - Pdf

10.11. Proposed approval of a resolution authorizing Amendment #6 to the Professional Services Agreement with Willdan Financial Services in the amount of $10,560, for a total amount not-to-exceed of $142,295 to a complete a feasibility analysis related to the Affordable Housing and Commercial Linkage Fees. 183 - 192

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf

10.12. Consideration and adoption of a resolution authorizing Amendment #1 193 - 213

to Professional Services Agreement (PSA) FY2023-001 with consultant Ward Levy related to providing property appraisal services to the City for an additional $34,500 for a total contract amount not to exceed $50,000.

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Approve and adopt the attached resolution.
Staff Report - Pdf

10.13. Authorization for 1) Emergency Generator Rental Services from C&D Power through December 2024 for the Wastewater Treatment Plant MBR Facility for a Not-to-Exceed cost of $151,236, which includes a 10% Contingency, and 2) A Budget increase in the amount of $99,236 utilizing Fund 571 Wastewater Operations fund balance. 215 - 219

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Authorize the rental costs for emergency back up generator at the wastewater treatment plant.
Staff Report - Pdf

10.14. Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a fourth term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution No.2023-128). 221 - 273

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
It is recommended that the City Council approve the attached resolution authorizing election of the current Chair of the Planning Commission (John Ponte) to serve an additional term ending June 2025 as outlined per the City Council Protocol for Committees, Commission and Boards.
Staff Report - Pdf

11. PUBLIC HEARINGS

Estimated start time: 6:40 p.m.

11.1. Introduction and first reading of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of property frontage debris, surveyor requirements and street repair responsibilities as discussed as directed by Council at the 1/23/24 City Council meeting. 275 - 293

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Introduce and waive the first reading of the proposed revisions to the

ordinance; schedule second reading on 8/13/24

Staff Report - Pdf

12. OLD BUSINESS

12.1. Discussion and Direction Regarding Downtown Paver Rehabilitation strategies between Adams Street and Pope Street 295 - 330

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Staff recommends revising the project to align with the scope of Option 2

- The project becomes repair and maintenance focused, targets specific surface needs
- Minimizes expenditure on non-critical items
- Allows time for due process for tree size and species selection

Replacement Trees:

- Use 15 Gallon size trees which are more cost effective (14 trees) thereby saving $40,000 (or $170,000)
- Chinese Pistache is the recommended specie (and if not available one of the others listed above), or
- If a species of the larger trees is desired, staff recommends London Plane

Upon receiving direction from Council, staff will amend the project documents to reflect the direction. The project will be promptly advertised in anticipation of construction in the Fall months.

Staff Report - Pdf
Presentation
Public Comment.Oliver Caldwell

13. NEW BUSINESS

None

14. CITY COUNCIL REPORTS:

14.1. A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 13, 2024, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on July 18, 2024.



Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting

described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College 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.

MINUTES
City of St. Helena
Special City Council Meeting – Applicant Interviews
Thursday, June 20, 2024 @ 4:00 PM
City Hall Main Conference Room, 1088 College Avenue, St. Helena

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 Paul Dohring, Vice Mayor Eric Hall, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent: Council Member Anna Chouteau

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

3.1 Vice Mayor Eric Hall moved to adopt the agenda. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, and Council Member Patrick Kenealy
NOES: None
ABSENT: Council Member Anna Chouteau and Council Member Billy Summers
ABSTAIN: None
RECUSE: None

Council Member Summers arrived to the special meeting at about 4:20 pm.

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item.

5. NEW BUSINESS:

5.1 The following lists the names of the individuals who have applied for various boards and committees.

Active Transportation & Sustainability Committee to the NVTA

One opening

Two applications were received from Glenn Smith and Natalia Ramirez Guzman.

Active Transportation & Sustainability Committee

~~Four~~ Three regular openings and two alternate openings

Four applications were received from Glenn Smith, Natalia Ramirez Guzmàn, Coral Posert and Richard Seiferheld.

(It was three regular openings not four that was noted in error)

Library Board of Trustees

Four openings and one opening with an expiring term June 30, 2025

Five applications were received from Alexandra Haslip, Dana Johnson, Deborah Boeschen, John (Jack) Stuart and Michelle Deasy.

Parks and Recreation Commission

Three openings

Eight applications were received from Christopher Smith, Denise Nelson, Donna Hinds, Doug Boeschen, John Thompson, Julie Jenanyan, Cheryl Rainville and Stephanie Smithers.

Planning Commission

Two openings

Two applications were received from Autumn Anderson and Sue Furdek

The City Council conducted the applicant interviews.

Richard Seiferheld, Dana Johnson, Jack Stuart, Denise Nelson, Julie Jenanyan, Donna Hinds, and John Thompson addressed the City Council.

6. ADJOURNMENT

Mayor Dohring adjourned the meeting at 4:51 p.m.

APPROVED: **ATTEST:**

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting – Study Session
Tuesday, June 25, 2024 @ 4:00 PM
City Hall Main Conference Room, 1088 College Avenue, St. Helena

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 Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

3.1

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

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item.

5. NEW BUSINESS:

5.1 Wastewater Treatment Plant Spray Field Uses Study Session

Joe Leach, Public Works Director provided a presentation on the spray fields, forest, bees and trails.

Paul Asmuth, Napa Valley Community Forest representative provided a presentation on the community forest and proposed wetlands.

6. ADJOURNMENT

Mayor Dohring adjourned the meeting at 5:15 p.m.

APPROVED:	**ATTEST:**
_____	_____
Paul Jamison Dohring, Mayor	Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, June 25, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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 Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

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

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

5. ADOPTION OF MINUTES

5.1 Consideration and proposed approval of Regular Meeting Minutes of May 28, 2024 and June 11, 2024.

Vice Mayor Eric Hall moved to approve the Regular Meeting Minutes of May 28, 2024 and June 11, 2024.
The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna

Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

No public comment was received.

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

Reports were made by staff and City Council.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None.

9. STAFF BRIEFING

None.

10. 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)

10.1 Consideration and proposed adoption of a Resolution approving the plans for the C22-03 Jacob Meily Park Installation of New Turf and Upgrade Irrigation Project and authorizing the advertisement for bids.

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mario Traverso, Project Manager
Recommendation:
Adopt the attached resolution and authorize staff to solicit proposals for the C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation Project.

10.2 Consideration of Resolution adding a portion of McCorkle Avenue to the City's List of Red Zones (parking prohibitions) and rescinding Resolution 2023-71

CEQA Determination: Exempt

Prepared By: Jose Calderon, Engineering Technician II
Recommendation:
Approve Resolution adding portion of McCorkle Avenue to the City's List of Red Zones (parking prohibitions) and rescinding Resolution 2023-71.

10.3 Consideration and Proposed Approval of a Resolution Extending the Waiving of Sign Fees for Businesses

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Staff recommends the City Council approve the attached resolution.

10.4 Consideration and Proposed Adoption of a Resolution Adopting a list of Projects for Fiscal Year 2024-25 funded by SB1: The Road Repair and Accountability Act of 2017.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

10.5 Adopt Resolution authorizing the City Manager to execute a Professional Services Agreement with Telstar for control system integration and SCADA automation upgrades for the Water Treatment Plant as part of CIP Project Number W18-113 for a not to exceed contract of $206,889 and authorize the Public Works Director to approve up to 10% contingency.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.

10.6 This item was pulled.

~~Approval of a Resolution approving and authorization to purchase SMART Advanced Meter Infrastructure from Badger Meter, Inc. to replace all existing utility meter infrastructure for a not to exceed cost of $1,056,966.44 as budgeted for CIP Project W24-04 Smart Meter Deployment.~~

10.7 Adoption of a City Council Resolution Authorizing Bid Advertisement for CIP Project W24-04 SMART Meter Deployment.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:

Adopt the attached Resolution.

10.8 Approval of a Resolution authorizing Amendment No. 7 to STH Contract: FY2021-048 in the amount of $140,000 with Operational Technical Services for a total amount not-to-exceed of $3,584,005 for temporary Water Treatment Plant operators.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Adopt the attached Resolution.

Vice Mayor Eric Hall moved moved to approve items 10.1 through 10.5 and 10.7 through 10.8 The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10.6 Approval of a Resolution approving and authorization to purchase SMART Advanced Meter Infrastructure from Badger Meter, Inc. to replace all existing utility meter infrastructure for a not to exceed cost of $1,056,966.44 as budgeted for CIP Project W24-04 Smart Meter Deployment.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.

Joe Leach, Director of Public Works reported on the item.

No public comment was received.

Vice Mayor Eric Hall moved to approve the item. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy
NOES: Council Member Billy Summers

ABSENT: None
ABSTAIN: None
RECUSE: None

11. PUBLIC HEARINGS

Item 11.2 was heard prior to item 11.1.

11.1 Introduction and first reading of an Ordinance approving Zoning Ordinance Amendment (ZOA 2024-001) to amend Chapter 17.30 of Title 17 of the St. Helena Municipal Code regarding the calculation of housing in-lieu fees.

Estimated start time: 6:45 p.m.

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Introduction and waive the first reading of the proposed Ordinance to:

1. Find that the proposed changes to Chapter 17.30 of the Zoning Code are exempt from CEQA Guideline 15061 (b)(3); and
2. Approve and adopt Zoning Ordinance Amendment (ZOA 2024-001) to amend Chapter 17.30 of Title 17 of the St. Helena Municipal Code regarding the calculation of housing in-lieu fees.

Item heard out of order.

Director of Community Development, Maya DeRosa made presentation.

Mayor Dohring opened the public hearing.

No public comment was received.

Mayor Dohring closed the public hearing.

Vice Mayor Eric Hall moved to continue item to a date to be determined in August 2024. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None

ABSTAIN: None
RECUSE: None

11.2 Approval of Resolutions adopting updates to the City's Affordable Housing In-Lieu Fees and Nonresidential/Commercial Linkage Fees.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Adopting updates to the City's Affordable Housing In-Lieu Fees and Nonresidential/Commercial Linkage Fees.

Item 11.2 heard before 11.1.

Maya DeRosa, Director of Community Development made a presentation.

Mayor Dohring opened the public hearing.

Public comment was received by Joe McGrath, Steve Goldfarb, and Mary Stephenson.

Mayor Dohring closed the public comment.

Council Member Anna Chouteau moved to continue the item for additional information from Willdan to a date uncertain in August 2024. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

12. OLD BUSINESS

12.1 Receive 9212 Report for the Noble House Project and either: (1) Adopt the St. Helena Agritourism Initiative measure, without alteration or (2) Pass a Resolution Submitting the Noble House St. Helena Agritourism Initiative to the voters for consideration at the November 5, 2024 Election.

Estimated start time: 7:05 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager

Recommendation:
Adopt a resolution to either: (1) adopt the measure, without alteration or (2) submit the measure to the voters.

Assistant City Manager April Mitts introduced the item.

May DeRosa, Community Development Director reported the item.

Barbara Monette, Garry Rose, Kelly Wheaton, David Campbell, Tom Belt, Susan Kenward, Casey Garrett, Joe McGrath, Elaine De Man, Rachel Williams, Kevin Teague and Mary Stephenson addressed the City Council.

Council Member Anna Chouteau moved to approve a resolution submitting the Noble House St. Helena Agritourism Initiative to the voters for the consideration at the November 5, 2024 Election.

The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Mayor Dohring called for a ten minute recess at 8:38 p.m.

Council Member Anna Chouteau moved to continue the meeting beyond 9:00 p.m. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

13. NEW BUSINESS

13.1 Approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Active Transportation Sustainability Committee to NVTA, Parks and Recreation Commission, Library Board of Trustees and

Planning Commission and consider leaving the recruitment open for the unfilled terms of office until filled.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends adopting a resolution appointing applicants to the following committees:

Active Transportation Sustainability Committee to NVTA

Active Transportation Sustainability Committee

Library Board of Trustees

Parks & Recreation Committee

Planning Commission

Donna Hinds and Deanna Griffin addressed the City Council.

Mayor Paul Dohring moved to approve Glenn Smith to the Active Transportation Sustainability Committee to NVTA. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Mayor Paul Dohring moved to appoint Glenn Smith, Coral Posert, Natalia Ramirez Guzman and Richard Seiferheld to the Active Transportation and Sustainability Committee. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

After the meeting the City Clerk found an administrative error that there were three regular openings rather than four and two alternate openings. The first three applicants listed on the agenda were placed as regular members and the fourth listed was placed as an alternate. All four applicants were appointed to the Active Transportation and Sustainability Committee.

Mayor Paul Dohring moved to appoint Alexandra Haslip, Dana Johnson, Jack Stuart and Michelle Deasy to the Library Board of Trustees. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Mayor Paul Dohring moved to appoint Doug Boeschen, John Thompson, and Stephanie Smithers to the Parks and Recreation Commission. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Mayor Paul Dohring moved to appoint Autumn Anderson and Sue Furdek to the Planning Commission. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

13.2 Approval of a Resolution of the City Council of the City of St. Helena, State of California, Calling and Giving Notice of a General Municipal Election and consider Ballot Measures A1, A2 and B to be Held on Tuesday, November 5,

2024; Requesting the Consolidation by the Napa County Supervisors for the Statewide General Election and that Napa County Provide Election Services with full Reimbursement by the City of St. Helena

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Approve the resolution.

City Clerk, Cindy Tzafopoulos reported on the item.

No public comment was received.

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

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Vice Mayor Eric Hall moved to continue the meeting beyond 9:30 p.m. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

13.3 Consideration and adoption of a Resolution of the City Council of the City of St. Helena authorizing payment of $330,000 to Pacific Gas & Electric Company for services rendered related to the realignment of overhead power lines associated with the Farmstead Development Project and authorize the City Manager to enter into a supplemental agreement with Long Meadow Ranch for reimbursement.

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:

Adopt the attached Resolution.

Assistant Director of Public Works, Eric Janzen reported on the item.

Public comment was received by Ted Hall.

Vice Mayor Eric Hall moved for the City Manager and staff to work with the applicant on an acceptable agreement to both parties and bring it back for Council consideration. Also, adopt the resolution as presented.

Council Member Chouteau amended the motion to allow the City Manager the discretion and authority to negotiate and execute the agreement with the applicant. Vice Mayor Hall was in agreement with the amendment.

The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

14. CITY COUNCIL REPORTS:

14.1 A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:42 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED: **ATTEST:**

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: PRESENTATIONS AND PUBLIC RECOGNITIONS

Department: Recreation

DATE:	July 23, 2024
FROM:	Dave Jahns, Director of Community Services
SUBJECT:	National Parks and Recreation Month Proclamation
RECOMMENDED ACTION:	
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	
FINANCIAL IMPACT:	

DOCUMENTS ATTACHMENTS:

Parks and Recreation Month Proclamation

City of St. Helena Proclamation

Designation of July as Park and Recreation Month

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of St. Helena; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who utilize parks and participate in community recreational activities; and

WHEREAS, parks and recreation provides public spaces for leisure, enrichment, and gathering opportunities designed to encourage active lifestyles for people of all ages; and

WHEREAS, park and recreation programming and education activities such as out-of-school enrichment, sports, arts & culture, and environmental education are critical to childhood development; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of St. Helena recognizes and celebrates the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED that I, Paul Jamison Dohring, Mayor of the City of St. Helena, and the St. Helena City Council, do hereby proclaim that July is recognized as Park and Recreation Month in the City of St. Helena.

Dated: July 23, 2024

_____

Paul Jamison Dohring, Mayor
City of St. Helena

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	July 23, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Resolution rescinding Resolution 2022-31 and approving amendment #3 to Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City owned property or at City Hall.
RECOMMENDED ACTION:	Staff recommends adopting a resolution rescinding resolution 2022-31 and amending Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property and at City Hall.
PREVIOUS COUNCIL ACTION:	On June 13, 2017, the St. Helena City Council established a uniform policy to govern the flying of the National, State, and City flags on City-owned properties; and On May 10, 2022, the City Council amended the policy to allow the POW/MIA flag to be flown beneath the National flag.
STATEMENT OF THE PURPOSE:	Approve the resolution adopting amendment #3
FINANCIAL IMPACT:	No fiscal impact.

BACKGROUND:

The City Council established an outdoor flag display policy on June 13, 2017. The uniform policy established guidelines for flying the National, State, City, and Non-Governmental Flags on City-owned properties.

A member of the public approached Council Member Hall and requested that the City Council consider flying the POW flag on the ceremonial flag pole in perpetuity. The City Council adopted amendment #2 approving the request on May 10, 2022.

In February 2024, City Hall relocated from 1572 Railroad Avenue to 1088 College Avenue. The City made a request to the College Administration to fly City flags on their flag poles and approval to remove overgrown and obstructing trees. The College Administration approved for the City to remove the overgrown trees and allow the use the flag poles.

DISCUSSION:

Amendment #3 to Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property and at City Hall

(Attachment 2) and it memorializes that the Ceremonial Flagpole is located at the City of St. Helena City Hall.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Outdoor Display of Governmental and Non-Governmental Flags on City Property Policy Amendment _2 Redlined
Attachment 2 - Resolution Rescinding Resolution 2022-31 and Approving Amendment 3- St Helena Flag Policy

	City of St. Helena Council Policy Administration	Policy Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property or at City Hall Page 1 of 2

Title:		Policy #	P-CC-0001
Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property or at City Hall		Revision #	3
		Implementation Date	2017-06-13
		Last Update Date	~~05-28-2019~~05-10-22
Approval by City Council	Resolution No. 2024-	Date Approved	07-23-2024

I. Purpose, Overview and Scope of ~~this~~ Policy

The purpose ~~of this administrative policy~~ is to establish a uniform policy to govern Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property or at City Hall.

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

This policy rescinds the previous Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property or at City Hall policy ~~policies~~ and remains in effect until rescinded by City Council.

For the purposes of this policy, the Ceremonial Flagpole is located at the City of St. Helena City Hall.

II. Authority

The City Manager is hereby authorized to establish and maintain written administrative regulations to document the procedures by which City staff will display flags in accordance with Flag Law.

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

1. National, California, and/or City flags on City-owned property or at City Hall shall be flown at half-staff upon order of the President of the United States or authorization by the Governor of California.
2. National, California, and/or City flags on City-owned property or at City Hall may also be flown at half-staff at the direction of the Mayor upon the death of:
    a. A City Councilmember, past or present;
    b. A City employee whose death occurred during the discharge of duty;
    c. A City employee or retiree having served the City for 25 or more years; and/or
    d. A prominent citizen not holding or having held elected public office, whose accomplishments and contributions to the community clearly demonstrated a

commitment over and beyond that which would be normally associated with the performance of work.

3. For the above circumstances, flags will be flown at half-staff as soon as practicable following the notification of a death~~,~~ and will ordinarily be continued for 48 hours.

IV. Policy – Display of Commemorative or Other Governmental Flags on City Property or at City Hall

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

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESCINDING RESOLUTION 2022-31 AND AMENDING THE POLICY P-CC-0001 OUTDOOR DISPLAY OF GOVERNMENTAL AND COMMEMORATIVE OR OTHER GOVERNMENTAL FLAGS ON CITY PROPERTY OR AT CITY HALL

RECITALS

A. On June 13, 2017, the St. Helena City Council established a uniform policy to govern the flying of the National, State, and City flags on City-owned properties at half-staff to pay homage to the deceased and to govern the display of Commemorative or other Governmental flags on specified City-owned flagpoles; and
B. On May 10, 2022, the City Council amended the policy to allow the POW/MIA flag to be flown beneath the National flag; and
C. On July 23, 2024, the City Council established in Exhibit A, the Ceremonial Flagpole is located at the City of St. Helena City Hall.
D. The City Council desires to have flag requests processed administratively and all requests must be consistent with the City Council's mission and vision statements.

RESOLUTION

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

1. Rescinds Resolution 2022-31; and
2. Approves amending City Council Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags attached Exhibit A; and
3. If any action, subsection, clause or phrase of this Resolution or the policies in Exhibit A shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or of the policy adopted by this Resolution that can be given effect without the invalid provisions.
4. The City Council finds that the project is exempt from the requirements of CEQA pursuant to section 15303 in that it qualifies for a Class 3 Categorical Exemption.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Council Member Chouteau: _____

Council Member Kenealy: _____

Council Member Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	July 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2024-25 and the Selection of Current Year Adjustment Factors.
RECOMMENDED ACTION:	Staff recommends the City Council of the City of St. Helena adopt a Resolution establishing an appropriation limit for Fiscal Year 2024-25.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to set the FY 2024-25 appropriation limit per California State law requirements.
FINANCIAL IMPACT:	None, since the Appropriation Limit is higher than the Appropriations subject to Limit for Fiscal Year 2024-25.

BACKGROUND:

State law requires the City to set an appropriation limit after adoption of the annual budget. This limit is commonly known as the "Gann Limit." The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriation limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors are allowed to be used in combination to provide the greatest increase or least decrease in the annual appropriation limit.

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. In June 1990, the people approved Proposition 111, which, among other things, amended the Article XIII-B. The amendment created a new base year of FY 1986-87, allowed annual increases based on the city or county population growth and assessed valuation growth of non-residential property, provides for exclusion of capital expenditures over $100,000, and requires an annual independent auditor review of the calculations. Statewide reporting guidelines were developed to define and implement the changes and establish the annual audit requirements.

The City's appropriation limit and the appropriations subject to the limit are calculated based on the statewide reporting guidelines and are reviewed by the independent auditor for compliance with the State law and guidelines. The appropriations limit has

increased significantly since 1987 by applying the higher of county or city population growth rates and the percentage of non-residential assessed valuation growth. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION:
The appropriations limit for FY 2024-25 is $66,052,614. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 3.62% in combination with the 0.57% increase in City population growth rate for a cumulative compound change factor of 1.0421 (1.0362 x 1.0057).

The FY 2024-25 appropriations of $66,052,614 is the portion funded from proceeds of taxes that are subject to the limit. This amount is $49,378,995 or 74.76% under the appropriation limit.

The FY 2024-25 GANN Limit Calculation Sheets and supporting documents are included as Attachment A and Attachment B.

ENVIRONMENTAL REVIEW: None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1_ Resolution FY25 GANN Limit
Attachment A - GANN Limit Calculations FY 2025
Attachment B - Price Factor and Population Information FY2025

CITY OF ST. HELENA

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2024-25 AND THE SELECTION OF CURRENT YEAR ADJUSTMENT FACTORS.

RECITALS

A. The people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and

B. The State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and

C. The people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and

D. The provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and

E. This Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and

F. The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2024-25.

RESOLUTION

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

1. The annual adjustment factors used to calculate the FY 2024-25 appropriations limit shall be the change in statewide per capita personal income percentage of 3.62% and the change in City population growth rate of 0.57%; and
2. The FY 2024-25 appropriation limit shall be $66,052,614; and
3. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Councilmember Anna Chouteau: _____
Councilmember Patrick Kenealy: _____
Councilmember Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

ATTACHMENT A

CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2024-25

PROCEEDS OF TAXES	$	16,673,618
EXCLUSIONS	$	-
APPROPRIATIONS SUBJECT TO LIMITATION	$	16,673,618
CURRENT YEAR LIMIT	$	66,052,614
OVER (UNDER) LIMIT	$	(49,378,995)
AVAILABLE CAPACITY AS A % OF LIMIT		74.76%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIIIB of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2024-25

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2024-2025 estimated revenues		$	18,708,047
Less:			
Nonproceeds of tax		$	(2,034,428)
Plus:			
User fees in excess of costs		$	-
Total appropriations subject to limit:		$	16,673,618

APPROPRIATION LIMIT

Fiscal year 2023-2024 appropriation limit:		$	63,383,756
A. Cost of living adjustment [1]	1.0362		
B. Population adjustment [2]	1.0057		
Change Factor (A x B)	1.0421		
Increase in appropriation limit		$	2,668,858
FISCAL YEAR 2024-2025 APPROPRIATION LIMIT		$	66,052,614
REMAINING APPROPRIATION CAPACITY		$	49,378,995
AVAILABLE CAPACITY AS A PERCENT OF LIMIT			74.76%

[1] Based on percentage change in California per capita income.
[2] Based on annual population change for St. Helena.

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2024-25

REVENUE SOURCE	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	TOTAL
Property tax	5,609,634		5,609,634
Retail sales/use tax	5,693,584		5,693,584
Transient occupancy tax	4,021,071		4,021,071
Business license tax	179,394		179,394
Real property transfer tax	161,113		161,113
Motor vehicle in-lieu	964,260		964,260
Public Safety Sales Tax		84,315	84,315
Franchise Taxes		588,224	588,224
Charges for Services		776,587	776,587
Other Revenues		579,865	579,865
SUBTOTAL	$ 16,629,056	$ 2,028,991	$ 18,658,047
PERCENT OF TOTAL	89.13%	10.87%	100.00%
INTEREST INCOME	$ 44,563	$ 5,437	$ 50,000
TOTAL - GENERAL FUND	$ 16,673,618	$ 2,034,428	$ 18,708,047

(excludes interfund transfers & Sales Tax Set-Aside)

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2004

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2003/2004	1.0231	1.0027	1.0259	32,274,992	33,109,700
2004/2005	1.0328	1.0099	1.0430	33,109,700	34,534,236
2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0382	1.0209	1.0599	41,498,079	43,983,746
2016/2017	1.0537	1.0123	1.0667	43,983,746	46,915,725
2017/2018	1.0369	1.0025	1.0395	46,915,725	48,768,533
2018/2019	1.0367	1.0059	1.0428	48,768,533	50,856,632
2019/2020	1.0385	1.0023	1.0409	50,856,632	52,936,086
2020/2021	1.0373	0.9954	1.0325	52,936,086	54,658,013
2021/2022	1.0573	0.9961	1.0532	54,658,013	57,564,537
2022/2023	1.0755	0.9848	1.0592	57,564,537	60,969,617

ATTACHMENT B

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
Napa				
American Canyon	1.77	21,379	21,758	21,758
Calistoga	0.29	5,127	5,142	5,142
Napa	0.13	77,074	77,174	77,174
St Helena	0.57	5,284	5,314	5,314
Yountville	0.09	2,180	2,182	2,781
Unincorporated	-0.08	21,772	21,754	22,860
County Total	0.38	132,816	133,324	135,029

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

May 2024

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: 1.0362 x 1.0017 = 1.0379

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	July 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a Resolution approving a one-year agreement with MarinIT to provide Information Technology Services for an amount not-to-exceed $288,849 for FY 2024-25.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve an agreement with MarinIT to provide IT services during FY 2024-25.
FINANCIAL IMPACT:	The total Financial Impact of $288,849 has been included in the approved FY 2024-25 Operating Budget utilizing funds as follows: General Fund (Fund 101) - $192,847 Water Fund (Fund 561) - $38,570 Wastewater Fund (Fund 571) - $25,713 Equipment Replacement Fund (Fund 592) - $31,719

BACKGROUND:

An informal solicitation of proposals was conducted in 2012 and MarinIT was selected from this process to provide citywide IT services. The City has contracted with MarinIT for over ten years to provide 24/7 network support as well as workstation/desktop maintenance.

In FY 2017-18 the City added additional support services for the new VoIP phone system that the City implemented in December of 2017 which increased the Informational Technology (IT) Support Agreement from $60,000 to $80,000 annually.

In FY 2019-20, the City migrated to the Office 365 Subscription which added additional costs to the overall MarinIT contract, as this is a pass-through cost to the City.

In FY 2021-22 the City added enhanced Cybersecurity and Network Monitoring to the MarinIT contract adding an additional $34,000 to the annual contract.

In FY 2022-23 the City increased the number of licenses it held and enhanced security scans which resulted in a 6% increase over the FY 2021-22 agreement.

Excluding special projects included in FY 2022-23, the recommended agreement is a 29.4% increase over the FY 2021-22 and is primarily due to additional on-site hours for IT support to better meet the needs of the organization.

DISCUSSION:
The City is recommending continuing to contract with MarinIT in FY 2024-25 for its citywide IT support services. The services the City currently receives from MarinIT include the following:

1. General IT support services
2. Facilitation of annual licensing, warranty, and software renewals
3. Cyber security awareness, monitoring, and training
4. Management and implementation of various annual IT needs, including special projects such as purchase and installation system hardware as various City facilities

Table 1 provides details for the FY 2024-25 recommendations.

Table 1: FY 2024-25 MarinIT Recommendations

Description	Cost
Managed Services - Annual	
Onsite IT Service, Support, & Maintenance	162,240
Mobile Device Management	13,520
Hosted Servers, VM Licensing, & Maintenance	15,120
PC and Server Monitoring - Automate Proactive Monitoring: Anti-Virus/Malware	48,750
Subtotal	***$239,630***
Business Continuity	
Managed Coud Data Backup - Servers	5,016
Managed Cloud Backup for 365 Environment	1,197
Subtotal	***$6,213***
Cyber-Security	
2-Factor Authentication	16,190
Security Awareness Training	3,500
Licenses for Security Awareness Training	4,979
Subtotal	***$24,669***
Annual Maintenance Renewals	
Hardware Maintenance/Support Renewal	7,500
Subtotal	***$7,500***
Other	
Contract Contingency	10,000
Subtotal	***$10,000***
Estimated Tax	837

TOTAL	***$288,849***

The recommended agreement is a 10.45% increase over the FY 2023-24 and is primarily due to additional cyber-security efforts, which include implementation of two-factor authentication. The costs associated with equipment replacement will be charged to the designated Equipment Replacement Fund and all other costs are distributed between the General Fund, Water Fund, and Wastewater Fund.

In the upcoming fiscal year, the City will be evaluating its IT service needs and issue a request for proposals to ensure transparency, competition, and cost effectiveness in the IT service contract.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution - FY 2024-25 MarinIT Agreement
PSA Marin IT FY 2023-24 IT Support-c1

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVING A ONE-YEAR AGREEMENT WITH MARIN IT TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR AN AMOUNT NOT-TO-EXCEED $288,849 for FY 2024-25.

RECITALS

A. In 2012, an informal solicitation of proposals was conducted for outsourced Information Technology services; and

B. Marin IT was selected from this process; and

C. The City has contracted with MarinIT for the past eleven years to provide 24/7 network support as well as workstation/desktop maintenance; and

D. In FY 2017-18 the City added additional support services with MarinIT for the new VoIP phone system which was implemented in December 2017; and

E. In FY 2021-22 the City added additional services for enhanced cyber security scans; and

F. In FY 2023-24 the City has requested to additional on-site support hours to meet the ongoing needs of the organization; and

G. In FY 2024-25 the City is adding additional services related to cyber security, which includes implementation of two-factor authentication; and

H. The City desires to continue receiving professional information technology services on a limited and “as needed” basis in connection with information technology support and phone services; and

I. MarinIT has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

1. The City Council approves the Agreement with MarinIT for a total not to exceed amount of $288,849; and

2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

3. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
Previously authorized in FY 2024-25 Operating Budget	General Fund	101-43-20-21-30	175,883
Previously authorized in FY 2024-25 Operating Budget	General Fund	101-43-20-23-35	16,965
Previously authorized in FY 2024-25 Operating Budget	Water Fund	561-43-20-21-30	35,177
Previously authorized in FY 2024-25 Operating Budget	Water Fund	561-43-20-23-35	3,393
Previously authorized in FY 2024-25 Operating Budget	Wastewater Fund	571-43-20-21-30	23,451
Previously authorized in FY 2024-25 Operating Budget	Wastewater Fund	571-43-20-23-35	2,262
Previously authorized in FY 2024-25 Operating Budget	Equipment Replacement Fund	592-43-20-22-12	31,719
TOTAL			**$288,849**

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Pat Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on July 23, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as FY 2024-25 COSH IT Annual Support.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, "Scope of Services"** attached hereto and made a part hereof. Total compensation shall not exceed $288,849 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

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

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Cyber Liability Insurance.
   1. Cyber Liability Insurance with limits not less than $1,000,000 per claim.
   2. Coverage shall be sufficient broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.
   3. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

E. Excess Limits. If Consultant maintains higher limits than the minimums shown

above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

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

insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of

providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not

been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: City Manager
1088 College Avenue
St. Helena, California 94574

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

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this

Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: _____
Title:_____

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Marin IT

www.marinit.com -

Managed Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Monthly Support			
IT Service, Support, Maintenance - Billed Monthly - Onsite and Remote • 24 hours per week for 1 year @ $130 per hour • Total of 1248 hours annually Onsite Services performed: • Help Desk Ticket/end-user break/fix resolution • Server Maintenance - DNS, DHCP, patching/hot-fixes, examine server logs, etc • End-user device and peripheral maintenance • Network device maintenance (switching, firewall, wireless) - firmware updates, examine log files, misc adjustments as needed • MDT & CAD/RMS support (PD) • Software support/updates • Device software/firmware updates • Office 365 management/administration • Remote Access (VPN) support • Manage and maintain data backups ○ Review logs and verify process is in working order ○ perform corrective action when needed ○ perform quarterly test restores • Review Anti-Virus\Security logs, verify security definitions are up to date, take required corrective action • Active Directory and end-user account maintenance	$13,520.00	12	$162,240.00
Mobile Device Management - Billed Monthly as needed • Estimated at 2 hours per week at $130 per hour (104 hours annually) • Maintain phone list • Place orders for new hires • Activate/deactivate as needed * - Billed as needed - client only billed for hours used	$13,520.00	1	$13,520.00
Hosted Servers			
Monthly Recurring for Hosted Domain Controller	$255.00	12	$3,060.00

Marin IT

www.marinit.com -

Managed Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Monthly Recurring for Hosted File Server ****This cost will go away once the File Server is transitioned to SharePoint**	$900.00	12	$10,800.00
Monthly Recurring for VM Licensing and Maintenance	$105.00	12	$1,260.00
PC and Server Monitoring			
Automate Proactive Monitoring and Remote Control - Includes Anti-Virus/Malware with EDR Billed Monthly • PC and Server • Includes software - anti-virus/malware with EDR ○ EDR - Endpoint Detection and Response ○ Real-time continuous monitoring and endpoint data analytics with advanced reporting and rule-based automated response to threats • Up to 125 devices (Servers, PC/MAC) @ $32.50 each per month ($4062.50 monthly) • Pro-active system monitoring and alerting • Advanced IT asset inventory reporting and management • Secure remote control	$4,062.50	12	$48,750.00

* - Device count will be adjusted as needed - Client is only billed for devices in use

** - License renewal fee of $2500 waived

Subtotal: **$239,630.00**

Business Continuity

DESCRIPTION	PRICE	QTY	EXT. PRICE
Managed Cloud Data Backup - Servers			
Veeam Backup and Replication Enterprise Edition - 1 license per Server - 1 Year - billed monthly • Annual total $772.80 (12 months @ $64.40 per month)	$6.44	10	$64.40

Marin IT

www.marinit.com -

Business Continuity

DESCRIPTION	PRICE	QTY	EXT. PRICE
Secure Cloud Backup with Veeam Cloud Connect - 15 TB - 1 Year - Billed Monthly • Annual total - $4501.80 (12 months @ $412.66 per month) • Cost will go down roughly $100 per month after File Server is transitioned to SharePoint • Covers All City Departments, including PD	$412.66	12	$4,951.92
Managed Cloud Backup for 365 Environment			
11:11 Cloud Backup for Microsoft 365 with Veeam - 1 Year - Billed Monthly • Covers up to 155 accounts • Includes protection for all Microsoft 365 data, including SharePoint, Exchange, OneDrive, and Teams • Customer defined retention policy • 24x7x365 Support • End-to-End Encryption • Unlimited Storage Quota **Annual total - $2540.64 (12 months @ $211.72 per month)**	$211.72	1	$211.72
11:11 Immutable 365 Shadow Copy - 1 Year - Billed Monthly • Immutable option locks data - unchangeable, and undeleteable	$82.05	12	$984.60
		Subtotal:	**$6,212.64**

Cyber-Security

DESCRIPTION	PRICE	QTY	EXT. PRICE
2-Factor Authentication			

Marin IT

www.marinit.com -

Cyber-Security

DESCRIPTION	PRICE	QTY	EXT. PRICE
Standard Cisco Duo Access edition - 1 Year Term - 1-Time annual cost Standard Cisco Duo Access edition - Annual Subscription - Priced $72.00 per user, for 140 users • Multi-Factor Authentication (MFA) protects against stolen credentials and account take-over • Phishing Resistant Authentication prevents attackers from bypassing MFA (includes verified Duo push and support for FIDO2 authenticators) • DOJ/FIPS compliant Trusted Endpoints, checks that device is registered or managed, before allowing access • Cisco Support Included	$72.00	140	$10,080.00
Cisco hardware Token - 10 Pack • Required RFID token to authenticate users users who do not have City-issued cellular phone and do not want to run the app on their personal phone. Device will provide a random security PIN that is tied to the user account • These tokens are for City Staff only - the Police Department will use a different device that is compatible with the RIMS CAD program	$265.32	10	$2,653.20
Yubico - YubiKey 5 NFC - Two-Factor authentication (2FA) Security Key • For Police Staff Only • Required for 2-Factor authentication to gain entry into RIMS CAD\RMS ○ DOJ Requirement beginning in October 2024 ○ Will also authenticate Domain accounts ○ YubiKey is the only compatible RIMS 2-factor device	$53.80	25	$1,345.00



Marin IT

www.marinit.com -

Cyber-Security

DESCRIPTION	PRICE	QTY	EXT. PRICE
1Password - Password Management Service - Annual Billing - 25 users • 1 Password Subscription - Billed Annually • Each user vault is encrypted • PC or Mac (Android and Iphone apps available) • Business license includes 1Password for Families (Licensed users can create a personal vault) • For Sr. Staff, HR, Accounting/Finance, PD Admin staff • Add\suspend accounts at any time	$2,112.00	1	$2,112.00
Security Awareness Training			
Project Management for KnowBe4 - One-Time Annual Billing - • Coordinate campaign with CoC management staff • Build campaign and publish videos, prepare end-user communications • Monitor training - begin email campaign • Monitor and prepare reports as needed • Present to CoC management and plan post-campaign action items • Covers 2 campaigns for the year - billed at the start of the campaign 1 Campaign annually is the minimum, however Marin IT recommends running 2 the first year	$3,500.00	1	$3,500.00
Licenses for Security Awareness Training			

Marin IT

www.marinit.com -

Cyber-Security

DESCRIPTION	PRICE	QTY	EXT. PRICE
KnowBe4 Diamond - Security awareness training and Simulated Phishing platform Up to 130 subscription seats of KnowBe4 Diamond level cyber security awareness training platform - $27.50 per user, per year, - $1,787.50 KnowBe4 Diamond level includes: • Training videos to help users identify phishing and ransomware attacks. • Printed materials reminding users about cyber security and how to identify phishing and ransomware attempts. • Simulated phishing campaigns to measure cyber security awareness, both prior to initial training and ongoing. • Phish Alert Button Outlook Plug-in for reporting suspicious email to IT. • Second Chance - Link Transparency for Outlook. - Second Chance is a pop-up window to show the URL you're about to go to, regardless of how it's displayed in the body of the email. • End User clicker reports for measuring training efficacy. • Remedial Training for "clickers", users who click links in simulated phishing emails following training. • Reported phishing attack statistics. • Reports on training attendance per user. *** Marin IT recommends at least 1 campaign per year** **** Client only billed for actual licenses required. Total will be adjusted as needed**	$3,575.00	1	$3,575.00

Marin IT

www.marinit.com -

Cyber-Security

DESCRIPTION	PRICE	QTY	EXT. PRICE
KnowBe4 PhishER - Automatic and Safe Analysis of Reported Phishing Attempts KnowBe4 PhishER - Automatic and Safe Analysis of Reported Phishing Attempts - Priced at $10.80 per user, per year for 130 users - $1404.00* When users report suspected phishing attempts with the Phish Alert button in Outlook, the message needs to be analyzed to determine if it's a legitimate email (false positive) or a threat. As phishing attempts are getting more sophisticated, this becomes more challenging, and more error prone, for a human. Phish ER is an AI that scans the suspected phishing attempt and analyzes it against known malicious attempts across the organization. If a message is found to be malicious, it scans for other instances in the organization. If a message is found to be clean and falsely reported, it is returned to the user. And it does all of this faster than a human ever could, which is important because reaction time is a factor in mitigating cyber security events. *This is not a requirement for cyber security awareness training, but it mitigates the risks of either triggering an event by trying to evaluate it, or falsely reporting (and deleting) an important message.	$1,404.00	1	$1,404.00

*Price will be adjusted + or - based on actual usage.

Subtotal: **$24,669.20**

Annual Maintenance Renewals

DESCRIPTION	PRICE	QTY	EXT. PRICE
Estimated Annual Hardware Maintenance/Support Renewals Estimated Annual maintenance agreements • Cisco • Meraki (Wireless) • Palo Alto (Firewalls)	$7,500.00	1	$7,500.00

Subtotal: **$7,500.00**

Marin IT

www.marinit.com -

Contingency

DESCRIPTION	PRICE	QTY	EXT. PRICE
Budgetary Contingency Recommended for unexpected, mission critical hardware, software or labor expenditures that cannot wait until the next budget cycle. Client must approve the expense.	$10,000.00	1	$10,000.00

Subtotal: **$10,000.00**

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	July 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Beauchaine Consulting Group, LLC to provide public management consulting services related to labor negotiations in an amount not-to-exceed $50,000.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is the execute an agreement with Beauchaine Consulting Group to provide services to the City of St. Helena related to labor relations, including negotiations for the labor contracts that expire on June 30, 2025.
FINANCIAL IMPACT:	The total Financial Impact of $50,000 has been included in the approved FY 2024-25 Operating Budget utilizing General Fund.

BACKGROUND:

The City of St. Helena currently has three formally recognized bargaining groups, which include the following:

- St. Helena Employees Association (SHEA)
- St. Helena Police Officers' Association (POA)
- St. Helena Professional Firefighters Association (SHPFA)

The City negotiated a collective bargaining agreement or Memorandum of Understanding with each of the bargaining groups that establishes an agreement on topics such as wages, hours, and terms and conditions of employment.

In addition to the formally recognized groups, the City has one additional full-time employee group that is unrepresented, which consists of Department Heads and Mid-Managers. Wages, hours, and terms and conditions of employment for the unrepresented group our outlined in the Unrepresented Compensation Program.

Each of the existing agreements were negotiated for a specific term, which are due to expire on June 30, 2025. In order to make amendments to the existing conditions of the

agreements, which includes updating the term of the agreement, the City is required to engage in discussions ("meet and confer") with each of the bargaining groups involved to reach mutual agreements on proposed updates.

DISCUSSION:
As the City enters into the last year of the memorandums of understandings for each of the bargaining groups, the City is recommending entering into a Professional Services Agreement with Beauchaine Consulting Group, LLC (BCG) to provide public management consulting services related to labor negotiations.

Labor negotiations can involve complex legal issues and regulatory requirements. External negotiators are often well-versed in these areas, helping to ensure that the organization remains compliant with relevant laws and regulations. In addition, experienced negotiators have insights to industry trends and best practices. This can provide valuable benchmarks and strategic guidance during negotiations.

BCG will act as the City's Chief Labor Negotiator to negotiate a new term for the existing memorandum of understandings, as well as assist with labor relations that require meet and confer with the collective bargaining groups.

BCG has extensive experience in major Human Resources functions with a special emphasis on employee & labor relations, negotiations, memorandum of understanding and collective bargaining agreement draft review, police & fire, as well as policy & personnel rules review and updating.

ENVIRONMENTAL REVIEW:
None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

Resolution Beauchaine Consulting Group PSA
PSA Beauchanie Consulting Group, LLC 700124 Public Management Consulting

CITY OF ST. HELENA

RESOLUTION NO. 2024 -

Authorizing the City Manager execute a Professional Services Agreement with Beauchaine Consulting Group, LLC for public management consulting services related to labor negotiations in an amount not-to-exceed $50,000.

RECITALS

A. The City of St. Helena currently has three formally recognized bargaining groups, which include, St. Helena Employees Association, St. Helena Police Officers' Association, and St. Helena Professional Firefighters Association; and

B. The City negotiated a collective bargaining agreement or Memorandum of Understanding with each of the bargaining groups that establishes an agreement on topics such as wages, hours, and terms and conditions of employment; and

C. The City has one additional full-time employee group that is unrepresented, which consists of Department Heads and Mid-Managers. Wages, hours, and terms and conditions of employment for the unrepresented group our outlined in the Unrepresented Compensation Program; and

D. Each of the existing agreements were negotiated for a specific term, which are due to expire on June 30, 2025; and

E. In order to make amendments to the existing conditions of the agreements, which includes updating the term of the agreement, the City is required to engage in discussions ("meet and confer") with each of the bargaining groups involved to reach mutual agreements on proposed updates; and

F. Beauchaine Consulting Group, LLC (BCG) has extensive experience in major Human Resources functions with a special emphasis on employee & labor relations, negotiations, memorandum of understanding and collective bargaining agreement draft review, police & fire, as well as policy & personnel rules review and updating

G. The City of St. Helena and BCG now desire to execute an a Professional Services Agreement to provide public management consulting services related to labor negotiations for a total amount not-to-exceed $50,000.

RESOLUTION

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

1. Authorizes the City Manager to execute a Professional Services Agreement with Beauchaine Consulting Group, LLC (BCG) to provide public management consulting services related to labor negotiations for a total amount not-to-exceed $50,000.

2. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
FY 2024-25: Previously authorized in FY 2024-25 Operating Budget	General Fund	101-43-10-21-45	$50,000

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on July 1, 2024, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Beauchaine Consulting Group, LLC (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as public management consulting services.

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

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services & Engagement Letter"** 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 & Engagement Letter"** (the "Services"), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, "Scope of Services & Engagement Letter"**. 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. Total compensation shall not exceed fifty thousand dollars ($50,000.00) 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. 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: $2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its agents, officers, officials, employees, representatives, and volunteers (the "Indemnitees") 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 the Indemnifying Party, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and the Indemnifying Party agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against Indemnitees, 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 the Indemnifying Party has agreed to indemnify Indemnitees as provided above, Indemnifying Party, upon notice from Indemnitees, shall defend Indemnitees at Indemnifying Party's expense by counsel acceptable to Indemnitees, 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 Indemnitees' 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 form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any

elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – 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 17 – LIMITATION OF LIABILITY

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

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

SECTION 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

To City:
City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant:
Beauchaine Consulting Group, LLC
Stephanie Beauchaine, Managing Member
sbeauchaine@beauchaineconsulting.com
PO Box 314
Fortuna, CA 95540
1-707-298-7564

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

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

SECTION 30 – STATUTES OF LIMITATION

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

SECTION 31 – ORDER OF PRECEDENCE

In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

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

Consultant:

By: _____
Name: _____
Title:_____

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A

Scope of Services

1. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator through June 30, 2025;
2. Allow CLIENT's City Council the opportunity to create the guidelines and parameters for ensuing discussions with CLIENT's recognized employee group(s);
3. Meet with CLIENT's Negotiation Committee and City Council to ensure proper relations with CLIENT's City Council and to assist in the formulation of CLIENT's position(s) for forthcoming meetings with CLIENT's recognized employee group(s);
4. Collaboratively develop guidelines, proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, specifically in cooperation with CLIENT's duly provided complementary/sub-specialists and licensed professionals, needed, or desired for input, review, or approval, as described in, including, but not necessarily limited to, CLIENT's Negotiation Committee members and, without limitation, CLIENT's City Council, as well as CLIENT's legal counsel and actuary(ies), if/as necessary or desired.
5. Assist in developing tentative agreements, and MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of CLIENT's Negotiation Committee and CLIENT's City Council, and with the cooperation, review, and/or approval of any other appropriate, duly provided CLIENT complementary/sub-specialists and licensed professionals, including, but not necessarily limited to CLIENT'S legal counsel, where CLIENT shall ensure that all tentative agreements and MOU provisions are subject to final review and approval by CLIENT's legal counsel and any other necessary or desired complementary/sub-specialists and licensed professionals, prior to MOU adoption by CLIENT's City Council.
6. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator in any impasse proceedings or unit determination disputes.

Hourly Fees

Generally, our fees for services are calculated based upon the applicable hourly rates for those professionals who perform the work-at-hand. Our schedule of hourly rates for such personnel is based on experience, education, training, and skill. Our 2024 schedule for the City of St. Helena is as follows, which now represents a discounted rate for local and current clients after our July 1, 2024 increases:

Position	Billable Rate	
Consultant	$	225.00
Investigator	$	225.00
Accounting Manager	$	175.00
Senior Accountant	$	150.00
Accountant	$	125.00
Analyst	$	125.00
Admin	$	100.00

*$25 per hour may be added for onsite work

BCG
BEAUCHAINE CONSULTING GROUP, LLC

Engagement Letter

We are pleased to have the opportunity to provide public management consulting services to the City of St. Helena. This letter is intended to confirm the terms upon which Beauchaine Consulting Group, LLC. will provide professional services to your organization.

1. Professional Services: Our goal is to provide your team with high quality public management consulting services, on schedule, and at a reasonable cost. Although we will do our best to serve you effectively, we cannot guarantee a specific outcome on any given project or endeavor. Nor do we guarantee that any particular result will be attained by us.

2. Reliance: In the course of providing consulting services to your organization, we may be reliant on your team to provide us with accurate and detailed information, from which we will base our strategy, recommendations, or calculations. We are not responsible for any adverse impacts of strategy decisions or calculations made due to the omission of information.

In some circumstances we may find that certain figures, supporting documents, or historical information that we would ordinarily rely upon are unavailable. In this circumstance, we will discuss the matter with your team and together decide upon a course of action. In such circumstances, we are not responsible for any adverse impacts that may arise from recommendations, calculations, or strategies derived without the information from which we ordinarily rely upon.

3. Costs: While rendering services pursuant to this engagement, it may be necessary for us to incur expenses for items such as special delivery services, copying, and or supplies. These costs may include a 5% mark-up to cover our costs associated with providing the billed service or product to your team.

4. Expert Testimony: In the event of any legal or other controversy where City requests the services of Consultant in providing expert testimony, deposition, or participation in any investigation in connection with this engagement, except to the extent such suits or claims by third parties against the client arise out of errors or omissions of the consultant, the client shall pay the hourly charges for such services provided, including costs of preparation and travel on a time-and-material basis. Costs associated with testimony and preparation are not subject to any compensation caps established in this or any other agreement, and this provision shall survive the suspension or termination of the engagement.

5. Invoices: Our invoices are prepared and mailed as services or expenses are incurred, on a weekly, bi-weekly, or monthly basis depending on the volume of work performed, with a net-30 term. Timely payment of invoices ensures resources remain available for your engagement.

BEAUCHAINE CONSULTING GROUP, LLC

6. Late Payments: If City fails to make payment on invoices in full on, or before the due date set forth on the invoice, Consultant reserves the right to assess a monthly service charge equal to 3% of all fees and expenses which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law. We also reserve the right to apply funds held as retainer against any past due amounts.

7. Retainer: We may require a retainer or advance payment before commencing work on your behalf. In most cases, the retainer amount is calculated to cover initial consultation fees, miscellaneous expenses, advance travel arrangements, or mobilization costs for on-site work. The retainer for your project is $0.

8. Warranties: During our engagement, we may recommend the purchase and installation of software or hardware, or we may recommend additional professional service providers to your team. We make no assurances or guarantee of any products or services referred, aside from any warranty or guarantee that may be provided by the vendor directly.

9. Confidentiality: We treat all aspects of our client relationships as confidential and will gladly provide or sign appropriate non-disclosure agreements as requested.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	July 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Recommended approval of a Resolution authorizing a two-year Agreement with the Housing Authority of the City of Napa to provide contract housing services for an amount not-to-exceed $122,450 for the two-year period starting on July 1, 2025.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	May 24,2022 - Approval of STH Contract: FY2023-005 for services rendered in FY 2022-23 and FY 2023-24.
STATEMENT OF THE PURPOSE:	The purpose is to approve a two-year agreement starting July 1, 2025 through June 30, 2026 with the Housing Authority of the City of Napa to provide housing services to the City of St. Helena.
FINANCIAL IMPACT:	The total Financial Impact is $122,450 for a two-year period starting on July 1, 2025 through June 30, 2026. The Financial Impact of $60,100 has been included in the FY 2025-26 Operating Budget utilizing General Fund. The additional Financial Impact of $62,350 will be included in the FY 2026-27 Operating Budget utilizing General Fund.

BACKGROUND:

In 2008, the Napa Valley Housing Authority Joint Powers Agreement was dissolved and the City of St. Helena entered into a separate agreement with the Housing Authority of the City of Napa (HACN). Since that time, the HACN has provided services related to affordable housing occupancy certifications, annual owner verification and eligibility, administration of the lottery process for new affordable housing units, technical assistance to the City related to development agreements, countywide homelessness representation, and other specific requests for technical assistance. HACN and the City have continued this contractual relationship and have a strong and productive working relationship.

The existing two-year agreement STH Contract: FY2023-005 spanned FY 2022-23 and FY 2023-24 for a total amount not-to-exceed $114,000.

DISCUSSION:

The Housing Authority if the City of Napa provides valuable affordable housing services to the City of St. Helena that existing staff does not have the expertise to provide.

HACN has prepared a new two-year agreement to continue to provide housing related services to the City of St. Helena. These services currently include management of Section 8 housing and continuum of care services, regulatory agreement monitoring, review of development projects and proposed affordable housing regulatory agreements, and additional services that are mutually agreed upon. The proposed cost for FY 2024-25 is $60,100 and for FY 2025-26 is $62,350, for a total two-year amount not-to-exceed of $122,450.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution 2024 - Housing Authority Agreement
Attachment 1 - St Helena - Housing Services Contract - Final

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION AUTHORIZING A TWO-YEAR AGREEMENT FOR FY 2024-25 AND FY 2025-26 WITH THE HOUSING AUTHORITY OF THE CITY OF NAPA IN AN AMOUNT NOT-TO-EXCEED OF $122,450 TO CONTINUE THEIR SERVICES AS THE CONTRACT HOUSING AUTHORITY FOR THE CITY OF ST. HELENA.

A. The City of St. Helena desires to obtain housing services from the Housing Authority of the City of Napa (HACN) during Fiscal Year 2024-25 and Fiscal Year 2025-26; and

B. The City and HACN desire to enter into a two-year agreement for HACN to provide housing related services effective July 1, 2024 in an amount not-to-exceed $122,450 subject to the terms and conditions set forth in the agreement.

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

1. Authorize the City Manager to enter into a two-year agreement with the Housing Authority of the City of Napa to continue their services as the contract housing authority for the City of St. Helena in an amount $60,100 for FY 2024-25 and $62,350 for FY 2025-26 with a total amount not-to-exceed $122,450, and

2. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
FY 2024-25: Previously authorized in FY 2024-25 Operating Budget	General Fund	101-40-00-24-05	$60,100
FY 2025-26: New appropriation to be included in FY 2025-26 Operating Budget	General Fund	101-40-00-24-05	$62,350

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR SERVICES BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NAPA AND THE CITY OF ST. HELENA

HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. _____
CITY OF ST. HELENA AGREEMENT NO. _____

THIS AGREEMENT FOR SERVICES (this "Agreement") is made and entered into as of July 1, 2024 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic (the "Authority"), and the CITY OF ST. HELENA, a municipal corporation (the "City") under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536. City and Authority are public entities organized and operating under the laws of the State of California and each is a public entity as defined in California Government Code Section 6500. The Authority and City are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to obtain housing services from the Authority during the Fiscal Year 2024 – 2025 and Fiscal Year 2025 – 2026, and the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, City and Authority agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2026 (the "Term") unless earlier terminated in accordance with Paragraphs 7 or 8 of this Agreement.

2. **Scope of Services.** Authority shall perform the services described in the *Scope of Services* in Exhibit "A", attached hereto and incorporated by reference herein (the "Services").

3. **Compensation.**

(a) Baseline Rates. In consideration of Authority's performance of the Services, the City shall pay to Authority the baseline rate ("Baseline Rate") of Fifty-Six Thousand One Hundred Dollars ($56,100.00) for fiscal year 2024–2025 and Fifty-Eight Thousand Three Hundred Fifty Dollars ($58,350.00) for fiscal year 2025–2026

(b) Pass-Through Rate. In addition to the Baseline Rate, City shall pay to Authority the pass-through rate ("Pass-Through Rate") of Four Thousand Dollars ($4,000) per fiscal year, of which Two Thousand Dollars ($2,000) per fiscal year will be paid by Authority to Abode Services ("Abode") for County wide rental assistance services provided by Abode and Two Thousand Dollars ($2,000) per fiscal year will be paid by Authority to Fair Housing Napa Valley ("Fair Housing") for Countywide fair housing, general housing and counseling services provided by Fair Housing.

(c) Maximum Annual Compensation. The total compensation for the Services provided by Authority to the City under this Agreement, including the Baseline Rate and the Pass-Through

Rate, shall not exceed $60,100.00 for fiscal year 2024-2025 or $62,350.00 for fiscal year 2025-2026 as detailed in the following table:

COMPENSATION BREAKDOWN			
Service Provided	**FY2024-25 Cost**	**FY2025-26 Cost**	**Total Cost**
HACN Baseline Housing Services (Baseline Rate)	$56,100	$58,350	$114,450
Abode Services - Rental Assistance (Pass-Through Rate)	$2,000	$2,000	$4,000
Fair Housing Napa Valley - Fair Housing, General Housing and Counseling Services (Pass-Through Rate)	$2,000	$2,000	$4,000
Total Service Cost	$60,100	$62,350	$122,450

(d) Rate for Additional Services. If the City authorizes Authority to perform services that are not included in the *Scope of Services* set forth in Exhibit "A" ("Additional Services"), Authority will be compensated for the Additional Services on a time and materials basis. The rate for Authority's time for the Additional Services shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the Additional Services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Authority costs (direct and indirect) associated with an employee, over and above gross compensation or payroll costs. Typical costs associated with the Fully Burdened Overhead Rate include payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, other benefits, and indirect costs including departmental and citywide administrative overhead allocations. The applicable Fully Burdened Overhead Rate will depend on the Authority employee performing the Additional Services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

(e) Invoices for Additional Services. Authority will submit a monthly itemized invoice to the City for any Additional Services provided by the Authority during the preceding month. The City will pay the Authority within 30 days after approval of each invoice.

4. **Method of Payment.** The Authority shall provide to City an invoice for payment for the Services on the following dates and in the following amounts:

(a) On July 1, 2024, an invoice equal to 50% of the Baseline Rate for fiscal year 2024-2025 in the amount of $28,050.00 plus the Pass-Through Rate for fiscal year 2024-2025 of $4,000.00 for a total of $32,050.00; and

(b) On January 1, 2025, a second invoice for the remaining 50% of the Baseline Rate for fiscal year 2022-2023 in the amount of $28,050.00.

(c) On July 1, 2025, a third invoice for 50% of the Baseline Rate for fiscal year 2025-2026 in the amount of $29,175.00 plus the Pass-Through Rate for fiscal year 2025-2026 in the amount of $4,000.00 for a total of $33,175.00; and

(d) On January 1, 2026, a fourth invoice for the remaining 50% of the Baseline Rate for fiscal year 2025-2026 in the amount of $29,175.00.

City shall pay the Authority within thirty (30) days following receipt of an invoice.

5. **Independent Contractor.** The Authority shall perform the Services under this Agreement as an independent contractor. The Authority and the officers, agents and employees of Authority are not, and shall not be deemed, City employees for any purpose, including workers' compensation. The Authority shall determine the method and manner by which the Services shall be performed. The Authority and its officers, employees and agents shall not be entitled to any of the benefits accorded to a City employee. City shall not deduct or withhold any amounts whatsoever from the compensation paid to the Authority, including, but not limited to amounts required to be withheld for state and federal taxes. The Authority shall be solely responsible for all such payments.

6. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Authority and its elected and appointed officials, officers, agents and employees from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to City's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, City will not be obligated to indemnify Authority for the proportionate share of the Liability caused by the Authority's active negligence, sole negligence, or willful misconduct. City's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by City, including, but not limited to, workers' compensation insurance. To the fullest extent permitted by law, Authority shall defend, indemnify and hold harmless City and its elected and appointed officials, officers, agents and employees from and against any Liability of any nature, arising out of, pertaining to, or relating to the Authority's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Authority will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Authority's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Authority, including, but not limited to, workers' compensation insurance.

7. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

9. **Payment for Work upon Expiration or Termination.** In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, Authority shall be entitled to receive compensation for any satisfactory Services and/or Additional Services provided by the Authority prior to the effective date of the notice subject to the maximum amount set forth in Paragraph 3(b). In the event the termination results in the Authority receiving payment in an amount that exceeds the amount due to Authority for the Services provided under this Agreement, City shall be entitled to receive reimbursement for any overpayment from Authority.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY	CITY OF ST. HELENA
Housing Manager	Anil Comelo, City Manager
Housing Authority of the City of Napa	City of St. Helena
P.O. Box 660	1088 College Avenue
Napa, CA 94559	St. Helena, CA 94574

12. **Confidentiality.** Confidential information is defined as all information disclosed to the Authority which relates to City past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in Paragraph 15, as directed by the City Manager or designee thereof, or when required by the California Public Records Act, a subpoena or by court order, the Authority shall hold all such information as the Authority may receive, if any, in trust and confidence.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by the Parties.

14. **Compliance with Laws.** In the performance of this Agreement, the Authority shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

15. **Access to Records/Retention.** City shall have access to any books, documents, papers and records of the Authority prepared or obtained by the Authority when providing the Services under this Agreement. Upon expiration or termination of this Agreement the Authority shall return all such records to City unless otherwise directed by City to retain or dispose of such records, except that with the written permission of City, the Authority may keep a copy of such records as long as such copy is maintained in confidence and is returned to City or its successor agency to be destroyed upon notification to Authority that City has authorized destruction of the original records.

16. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

17. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

18. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. **Entirety of Contract.** This Agreement, together with "Exhibits A and B" attached hereto and incorporated herein, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

20. **Counterparts.** This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

21. **Privileges and Immunities.** In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the date first above written.

CITY:
CITY OF ST. HELENA, a municipal corporation

By: _____
ANIL COMELO, City Manager

ATTEST:

By: _____
CINDY TZAFOPOULOS, City Clerk

APPROVED AS TO FORM:

By: _____
ETHAN WALSH, City Attorney

AUTHORITY:
HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic

By: _____
STEVE POTTER, Executive Director

ATTEST:

By: _____
TIFFANY CARRANZA, Deputy Authority Secretary

COUNTERSIGNED:

By: _____
ERIKA LEAHY, Deputy City Auditor

APPROVED AS TO FORM:

By: _____
SABRINA WOLFSON, Interim Authority General Counsel

EXHIBIT "A"

Scope of Services

WORK PROGRAM	DESCRIPTION
A. COUNTYWIDE ACTIVITIES	
1. Section 8 Housing Services	Administer HUD-funded very low income rental housing assistance program in the City of Napa (88%) and countywide (12%).
2. Continuum of Care	Participate in Countywide Continuum of Care for delivery of homeless services & projects.
B. STANDARD HOUSING SERVICES	
1. Regulatory Agreement Monitoring	Provide annual monitoring of affordable units listed in Exhibit B for compliance with City regulatory agreements.
2. Review development projects	Provide technical assistance reviewing proposed housing developments to maximize affordability and number of affordable housing units.
3. Loan Servicing	Provide loan servicing and owner-occupancy monitoring for HOME rehab loans.
4. Affordable Housing Regulatory Agreements	Review affordable housing agreements & make recommendations on improvements to the agreement.
5. Annual Meeting with Staff and Council	Report on housing activities provided under this Agreement each year.
C. ADDITIONAL HOUSING SERVICES	
1. Additional Services	Additional Services are not covered by this Scope of Work. Authority shall be compensated for any Additional Services mutually agreed to by the parties in accordance with paragraph 3(d).

EXHIBIT B - MONITORING DETAIL

Project	Type	Affordable Units	Task	Description
Single Family-Ownership				
Marietta Townhomes	BMR	10	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Wallis	BMR	20	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Magnolia Oaks	BMR	2	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Sherwin Project	BMR	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
HOME Loans	Rehab	20*	Annually	Loan servicing & owner occupancy certification, verify insurance and taxes or HCD registration paid. Follow-up when necessary. Update Rehab database.
RENTAL HOUSING				
723 Hunt Avenue	Apt.	4	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
957 Hunt Street	Studio	2	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
1421 Railroad Avenue	Apt.	1	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
Magnolia Oaks	Apt.	10	Annually	Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.
Magnolia Oaks	2nd units	6	Annually	Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.
Turley Flats	Apt.	8	Annually	Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.
Grayson	Apt.	2	Annually	Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.

Stonebridge Apts.	Apt.	80	Annually	Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.
Additional affordable housing units	TBD	up to 16**	Annually	Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.

*Number of loans may increase or decrease over the term of the contract
**Affordable units beyond number identified above shall be billed on a time and material basis in accordance with paragraph 3(d)

BMR: Below Market Rate

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 23, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration Project, Capital Improvement Project R23-79.
RECOMMENDED ACTION:	Approve attached Resolution.
PREVIOUS COUNCIL ACTION:	City Council approved the plans for this project on April 25, 2023, and awarded the contract to Team Ghilotti on August 8, 2023.
STATEMENT OF THE PURPOSE:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration Project, Capital Improvement Project R23-79.
FINANCIAL IMPACT:	See summary below.

BACKGROUND:

The Pavement Restoration Project, Capital Improvement Project R23-79 was the annual pavement maintenance and restoration project administered by the City. The scope of the project was defined by the 5-Year pavement management plan which included new pavement overlay treatments, pedestrian improvements and roadway striping improvements. This project was primarily funded through the Measure T Tax revenue, the County wide 1/2 cent sales tax which supports various roadway and transportation-related improvements.

DISCUSSION:

The scope of the Pavement Restoration Project R23-79 represented *Year 2* of the previous *5-Year Pavement Management Plan.* This plan was approved in December 2022 and recently updated in December 2024.

The scope of the R23-79 Pavement Restoration Project included restoration for sections of the following streets:

- Allyn Avenue
- Dowdell Lane
- Silverado Trail
- Pope Street Bridge

Additionally, staff included two Capital Improvement to combine with the R23-79 project which included:

- R21-02 Pratt and Elmhurst Crosswalk Improvements Project
- R19-05 Grayson Avenue Rehabilitation Project

Combining the projects resulted in significant cost savings.

Work commenced on the Pavement Restoration Project R23-79 in November 2023 and was generally completed by March 2024. The project included approximately 1 mile of roadway rehabilitation throughout the City, the installation of over 11 ADA access points, and over 8,000 square feet of new crosswalk and roadway striping.

There were situations experienced during the course of the project that are reflected by decreased and increased expenditures associated with the project. These generally include the following:

- The original R23-79 project included Andrea Avenue from Kearney Street to Oak Avenue. This scope was removed from the project as the work was to be included in the current Kearney and Andrea Watermain Project. This resulted in a deduction of approximately $175,000.
- Change Orders were issued to included requested work. This included the following: Road Grading at WWTP, Dump Material at Laydown Yard, Recycled Water Service at High School, Road Repair at White Sulphur Springs, Road Repair at Mills and La Fata, Road Repair on Dowdell East, Silverado Trail Night Work Differential, St. James Storm Drain Repair and Whitehall Lane Emergency Water Repair. In total, additional items resulted in an increase of $138,805.48.

The breakdown of project costs is as follows:

Expenditures	Award	Actual
Original Contract Items	$1,687,141.00	$1,531,789.20
Contingency	$253,071.15	
Change Orders		$138,805.48
Total	**$1,940,212.15**	**$1,670,594.68**

Upon approval of the resolution accepting the completion for the project, staff will file the appropriate notifications with the County and close out the project.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 - Resolution Accepting Completion R23-79

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Consideration and adoption of a Resolution accepting the work and final project construction costs of $1,670,594.68 and directing the filing of the Notice of Completion for the R23-79 Pavement Restoration Project

RECITALS

A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on April 25, 2023; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on June 22, 2023, a notice inviting bids was posted and mailed to contractors inviting bids for the R23-79 Pavement Restoration Project; and

C. On July 20, 2023, five (5) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Team Ghilotti of Petaluma, CA in the amount of $1,687,141.00; and

E. On August 8, 2023, the City of St. Helena Council awarded the R23-79 Pavement Restoration Project to Team Ghilotti in the amount of 1,687,141.00, authorized the City Manager to execute a construction contract in the amount of 1,687,141.00 with Team Ghilotti for R23-79 Pavement Restoration Project, and authorized the Director of Public Works to approve change orders not-to-exceed 15% of the contract amount; and

F. The Public Works Director/City Engineer directed the Contractor to include various substitutions, emergency repairs, and design alterations totaling $138,805.48; and

G. The final construction contract amount is $1,670,594.68; and

H. The project has been inspected and Team Ghilotti has completed the work in accordance with the contract documents for the project; and

I. If no liens or claims have been filled within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due will be released to Team Ghilotti.

RESOLUTION

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

1. The contract entitled R23-79 Pavement Restoration, with the final contract amount of $1,670,594.68, is accepted as complete; and

2. The Public Works Director/City Engineer is authorized to release retention and prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024 by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 23, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	May 2024 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena publishes a monthly water report on the City website (www.cityofsthelena.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 the City of Napa. 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.

At the City Council meeting of May 9, 2023, the City Council adopted Resolution 2023-46 adopting City Council goals for FY 2023-24. Five new City Council Goals for FY 2023-24 which include Goal 1: Financial Sustainability, Goal 2: Infrastructure and Environmental Sustainability, Goal 3: Water Security, Goal 4: Community Information and Engagement, and Goal 5: Quality of Life. City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a work plan to achieve them.

DISCUSSION:

In connection with City Council Goal 2, 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 May 2024. The water produced for May 2024 is down by -11% when compared to May 2023 and is down by -33% compared to the average of May 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	May 2023 (Acre-Feet)	May 2024 (Acre-Feet)
Bell Canyon	49	16	11.79
Stonebridge Wells	31	39	33.34
Napa Water	61	51	48.92
Total	**141**	**106**	**94.05**

- Percent change from May 2023: -11%
- Percent change from average of May 2018 - 2020: -33%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2026 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of June 1, 2024, Bell Canyon Reservoir elevation was at 421.44 feet representing approximately 2,341.24 acre feet (AF) and 98.22% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on June 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	416.33 Ft.	421.64 Ft.	421.44 Ft.
Acre Feet	1,963 AF	2,356 AF	2,341 AF
Percent Capacity	82.3%	98.9%	98.22%

As a follow up to the May 24, 2022, City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to declare Phase I and Phase II Water Emergencies in 2020.

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at

the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

It should be noted that on July 25, 2023, the City Council adopted Resolution No. 2023-94 to formally end the Phase I Water Emergency. The projected demand on the system versus the anticipated rainfall over the next year reflects an available supply in Bell Canyon approximately 1,895 acre-feet, significantly above the 1,481 acre-feet standard for declaration of a Phase I Water Emergency. Staff will monitor State-wide and local drought conditions, weather conditions, and provide updates on a monthly basis. The corresponding staff report provided a variety of data to reflect the disposition of the water supply at that time in relation to the Council-adopted Safe Yield Policy.

City of Napa Water Supply
Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of May 2024, Rutherford Pump Station was producing an average of 0.51 MG/day for a total of 48.92 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

MWR May 1-31 2024
Attachment 2 - Bell Canyon Water Storage Forecast
Attachment 3 - Bell Canyon Storage Phase I II

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC__X__ FILE _____
RECEIVED: _____ BY: __

May 1-31, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	11.79	33.34	0.61	48.92	-0.44
AMOUNT PRODUCED in MG	3.84	10.86	0.20	15.93	-0.14
PERCENT	**12.6%**	**35.6%**		**52.3%**	-0.5%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	30.64 **MG**	34.80 **MG**
MAXIMUM DAILY PRODUCED	n/a **MG**	2.41 **MG**
MINIMUM DAILY PRODUCED	n/a **MG**	0.00 **MG**
AVERAGE DAILY PRODUCED	0.98 **MG**	1.08 **MG**

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	245.25 **AF**	18.7%	382.44 **AF**	33.8%
	79.89 **MG**		124.57 **MG**	
NAPA WATER	551.58 **AF**	42.1%	511.63 **AF**	45.2%
	179.67 **MG**		166.65 **MG**	
STONEBRIDGE POTABLE WELLS	513.43 **AF**	39.2%	238.34 **AF**	21.0%
	167.24 **MG**		77.64 **MG**	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**1310.26 AF**	**100.0%**	**1132.41 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.17 **MG/May. 1 -31**	0.00 **MG/May. 1-31**
NAPA VALLEY COLLEGE	0.02 **MG/May. 1 -31**	0.00 **MG/May. 1-31**

WATER ELEVATION, CAPACITY & RAINFALL

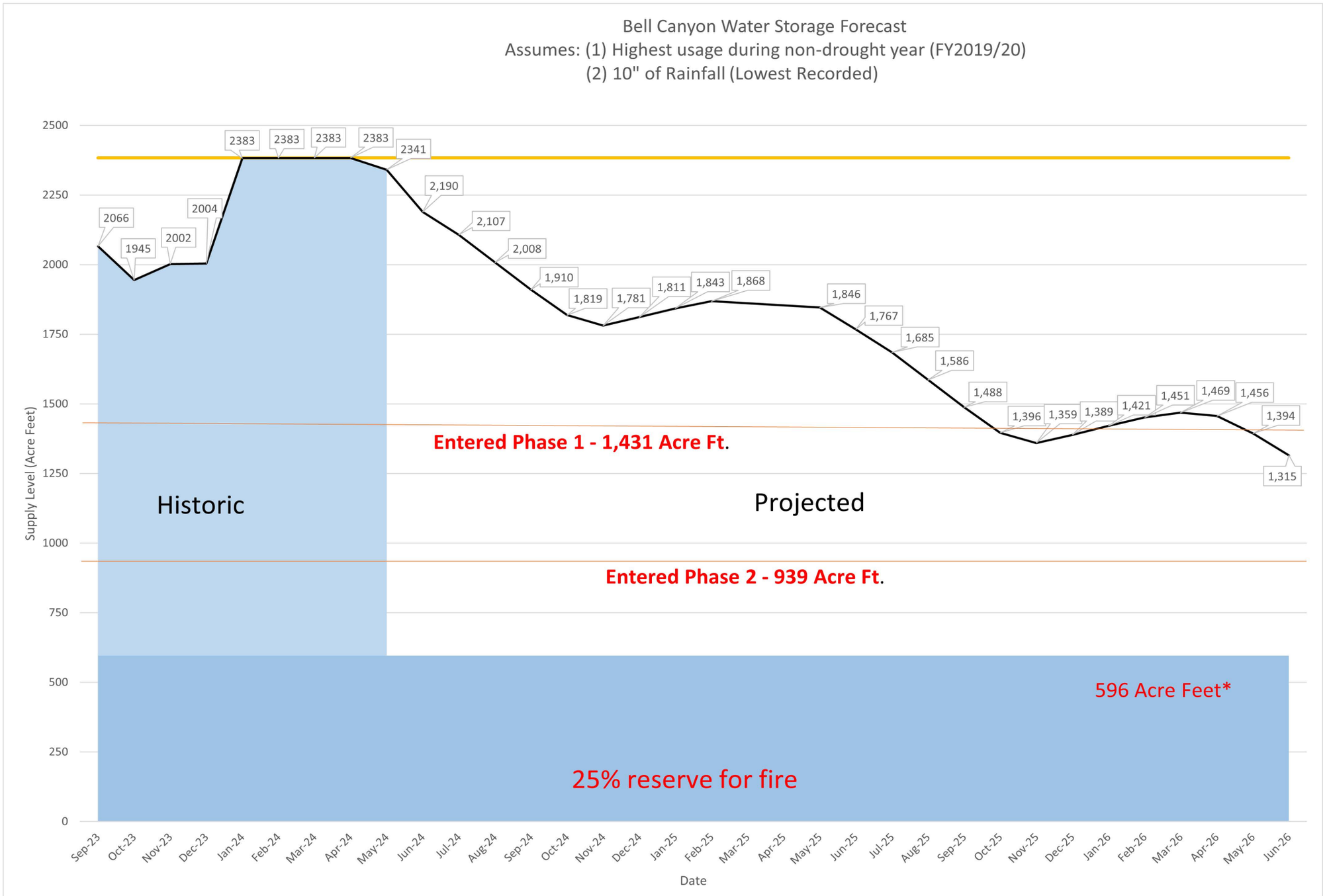
	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	421.44 **FT.**	421.64 **FT.**
MONTHLY RISE OR DROP	-0.56 **FT.**	-0.32 **FT.**
CAPACITY AT END OF PERIOD	2341.24 **AF**	2356.40 **AF**
PERCENT OF FULL CAPACITY	98.2 **%**	98.9 **%**
RAINFALL IN THIS PERIOD	1.09 **IN**	1.17 **IN**
TOTAL RAINFALL SEASON TO DATE	23.43 **IN**	41.63 **IN**

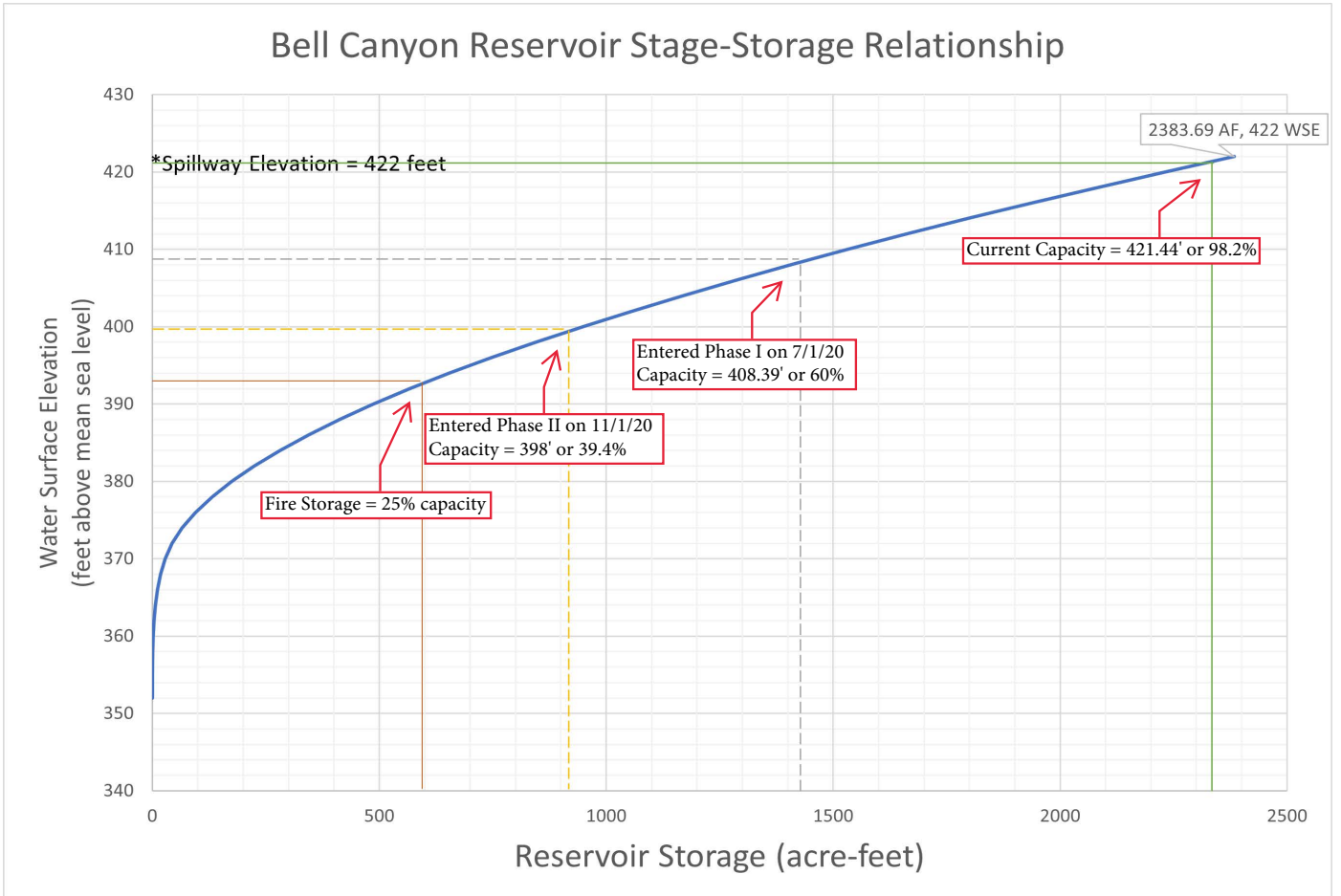
TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	46.4-89.1	47.5-89.8
AVERAGE	89.1	68.65

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.51 MG/day during May 2024.
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) 10" of Rainfall (Lowest Recorded)
Supply Level (Acre Feet)
Date
2500
2250
2000
1750
1500
1250
1000
750
500
250
0
2066
1945
2002
2004
2383
2383
2383
2383
2341
2,190
2,107
2,008
1,910
1,819
1,781
1,811
1,843
1,868
1,846
1,767
1,685
1,586
1,488
1,396
1,359
1,389
1,421
1,451
1,469
1,456
1,394
1,315
Entered Phase 1 - 1,431 Acre Ft.
Entered Phase 2 - 939 Acre Ft.
Historic
Projected
596 Acre Feet*
25% reserve for fire
Sep-23
Oct-23
Nov-23
Dec-23
Jan-24
Feb-24
Mar-24
Apr-24
May-24
Jun-24
Jul-24
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26


Bell Canyon Reservoir Stage-Storage Relationship
Water Surface Elevation (feet above mean sea level)
Reservoir Storage (acre-feet)
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 421.44' or 98.2%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 23, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	June 2024 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena publishes a monthly water report on the City website (www.cityofsthelena.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 the City of Napa. 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.

At the City Council meeting of May 9, 2023, the City Council adopted Resolution 2023-46 adopting City Council goals for FY 2023-24. Five new City Council Goals for FY 2023-24 which include Goal 1: Financial Sustainability, Goal 2: Infrastructure and Environmental Sustainability, Goal 3: Water Security, Goal 4: Community Information and Engagement, and Goal 5: Quality of Life. City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a work plan to achieve them.

DISCUSSION:

In connection with City Council Goal 2, 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 June 2024. The water produced for June 2024 is down by -9% when compared to June 2023 and is down by -31% compared to the average of June 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	June 2023 (Acre-Feet)	June 2024 (Acre-Feet)
Bell Canyon	74	25	19.46
Stonebridge Wells	41	45	40.7
Napa Water	51	48	46.82
Total	**166**	**118**	**106.98**

- Percent change from June 2023: -9%
- Percent change from average of June 2018 - 2020: -31%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2026 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of July 1, 2024, Bell Canyon Reservoir elevation was at 420.18 feet representing approximately 2,245.73 acre feet (AF) and 94.21% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on July 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	414.94 Ft.	420.93 Ft.	420.18 Ft.
Acre Feet	1,863 AF	2,302.58 AF	2,245.73 AF
Percent Capacity	78.2%	96.6%	94.21%

As a follow up to the May 24, 2022, City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to declare Phase I and Phase II Water Emergencies in 2020.

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at

the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

It should be noted that on July 25, 2023, the City Council adopted Resolution No. 2023-94 to formally end the Phase I Water Emergency. The projected demand on the system versus the anticipated rainfall over the next year reflects an available supply in Bell Canyon approximately 1,895 acre-feet, significantly above the 1,481 acre-feet standard for declaration of a Phase I Water Emergency. Staff will monitor State-wide and local drought conditions, weather conditions, and provide updates on a monthly basis. The corresponding staff report provided a variety of data to reflect the disposition of the water supply at that time in relation to the Council-adopted Safe Yield Policy.

City of Napa Water Supply
Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of June 2024, Rutherford Pump Station was producing an average of 0.50 MG/day for a total of 46.82 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

MWR June 1-30 2024
Attachment 2 - Bell Canyon Water Storage Forecast
Attachment 3 - Bell Canyon Storage Phase I II

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC__X__ FILE _____
RECEIVED: _____ BY: __

June 1-30, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	19.46	40.70	0.98	46.82	-0.44
AMOUNT PRODUCED in MG	6.34	13.26	0.32	15.25	-0.14
PERCENT	**18.3%**	**38.2%**		**43.9%**	-0.4%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	34.85 MG	38.85 MG
MAXIMUM DAILY PRODUCED	n/a MG	1.66 MG
MINIMUM DAILY PRODUCED	n/a MG	0.65 MG
AVERAGE DAILY PRODUCED	1.16 MG	1.29 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	264.71 AF	18.7%	407.89 AF	32.6%
	86.22 MG		132.86 MG	
NAPA WATER	598.40 AF	42.2%	560.28 AF	44.8%
	194.92 MG		182.50 MG	
STONEBRIDGE POTABLE WELLS	554.13 AF	39.1%	283.51 AF	22.7%
	180.50 MG		92.35 MG	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**1417.24 AF**	**100.0%**	**1251.68 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.23 MG/June. 1 -30	0.00 MG/June. 1-30
NAPA VALLEY COLLEGE	0.09 MG/June. 1 -30	0.00 MG/June. 1-30

WATER ELEVATION, CAPACITY & RAINFALL

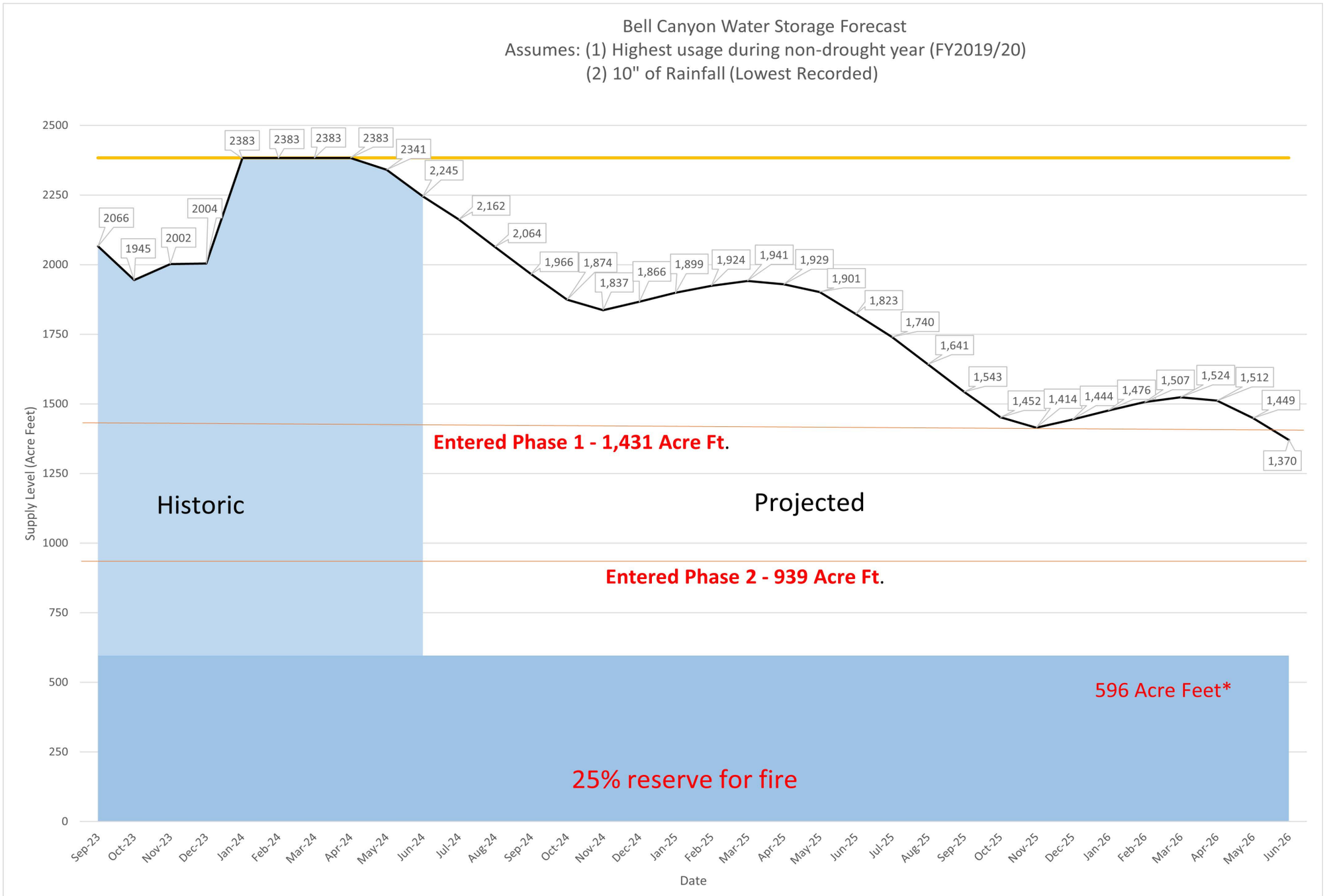
	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	420.18 FT.	420.93 FT.
MONTHLY RISE OR DROP	-1.26 FT.	-0.71 FT.
CAPACITY AT END OF PERIOD	2245.73 AF	2302.58 AF
PERCENT OF FULL CAPACITY	94.2 %	96.6 %
RAINFALL IN THIS PERIOD	0.00 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	23.43 IN	41.63 IN

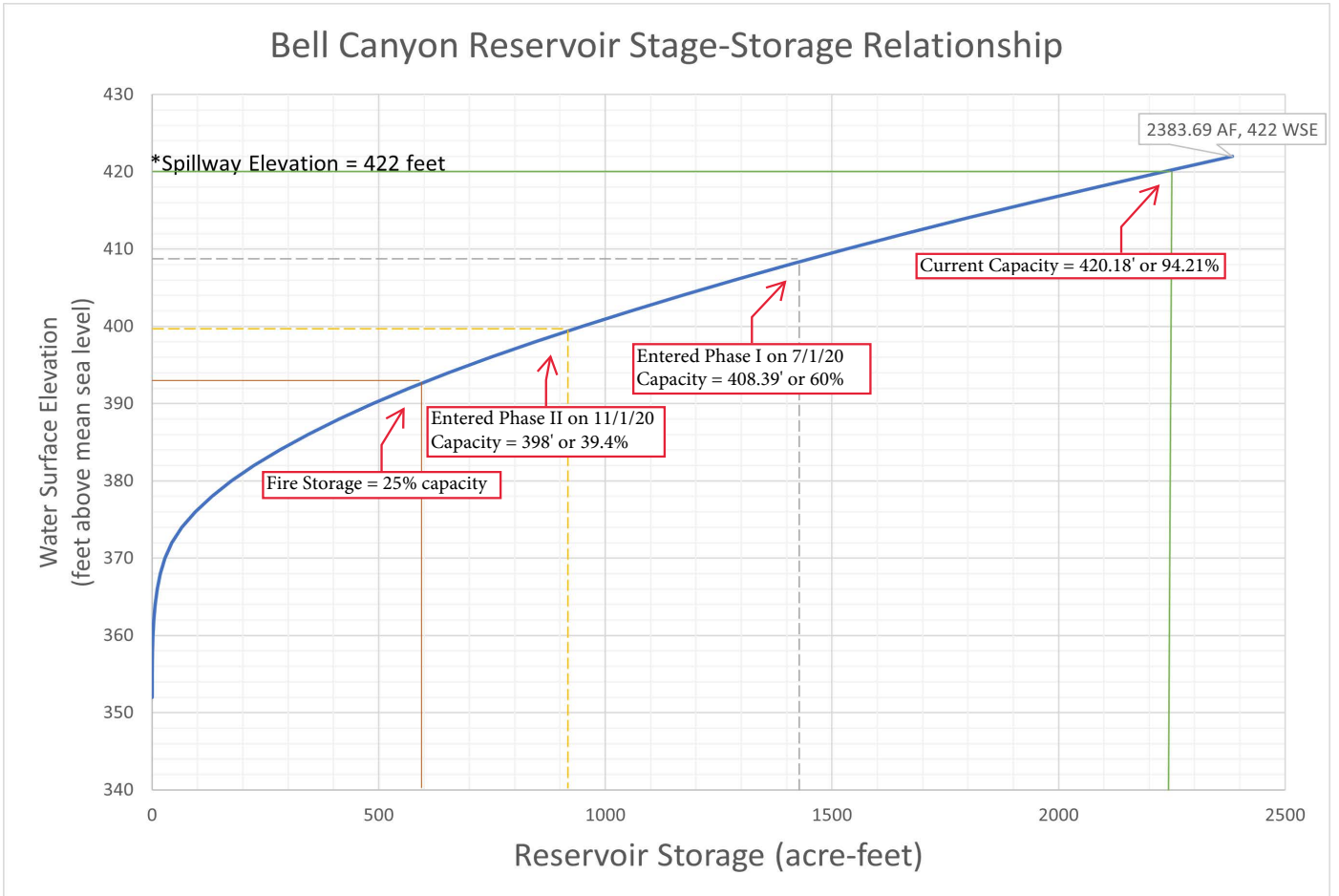
TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	57.3-93.6	54.5-96.6
AVERAGE	75.45	75.55

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.50 MG/day during June 2024.
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) 10" of Rainfall (Lowest Recorded)
Supply Level (Acre Feet)
Date
2066
1945
2002
2004
2383
2383
2383
2383
2341
2,245
2,162
2,064
1,966
1,874
1,837
1,866
1,899
1,924
1,941
1,929
1,901
1,823
1,740
1,641
1,543
1,452
1,414
1,444
1,476
1,507
1,524
1,512
1,449
1,370
Entered Phase 1 - 1,431 Acre Ft.
Entered Phase 2 - 939 Acre Ft.
Historic
Projected
596 Acre Feet*
25% reserve for fire


Bell Canyon Reservoir Stage-Storage Relationship
Water Surface Elevation (feet above mean sea level)
Reservoir Storage (acre-feet)
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 420.18' or 94.21%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Fire

DATE:	July 23, 2024
FROM:	John Sorensen, Fire Chief
SUBJECT:	A Resolution of the City Council of the City of St. Helena Authorizing an Agreement for Emergency Response Services with the County of Napa.
RECOMMENDED ACTION:	Approve the agreement with Napa County for the term of one year, commencing on August 1, 2024 with automatic renewals for an additional 4 years.
PREVIOUS COUNCIL ACTION:	Approved the agreement with the Napa County for the term of July 1, 2015 through June 30, 2017 with automatic renewals expiring August 1, 2024.
STATEMENT OF THE PURPOSE:	Consider adopting a Resolution to continue an automatic aid agreement between the City of St. Helena and Napa County. The agreement will provide fire services from the St. Helena Fire Department in the surrounding unincorporated areas of St. Helena. Agreement will also provide fire services from Napa County for incidents in the City of St. Helena. All St. Helena Fire Department services provided to the contract area outlined in the agreement shall be compensated by the County.
FINANCIAL IMPACT:	The base contract shall compensate the City for responding to 125 calls per year in the contract area for a total of $54,535.00 per year based on a rate of one hour per call. If response in the contract area exceeds 125 calls annually, the County shall compensate the City at a rate of $436.28 per call for each response thereafter.

BACKGROUND:

The City of St. Helena has contracted with the County of Napa since the 1940's to provide emergency response services immediately outside the St. Helena city limits. The current emergency response services agreement expired June 30, 2024 and has been extended until August 1, 2024.

Under the current agreement, the County compensates the City $48,855 per fiscal year for up to 220 calls in the contract area. Calls in excess of 220 are reimbursed at a rate of $400 per call thereafter. During FY 2024 St. Helena Fire Department responded to 137 County contract calls.

DISCUSSION:

St. Helena Fire has developed an exceptional working relationship with fire agencies in the immediate surrounding area, including the Napa County Fire Department, Calistoga Fire Department and CalFire; relationships vital to the protection to St. Helena City and Napa County residents.

A one-year successor agreement has been proposed by the County with a provision for an automatic renewal for an additional 4 years. The proposed agreement will have no change to the response area (Exhibit A), however, the compensation will be adjusted according to current Cal OES Salary Survey and apparatus rates. (Exhibit C).

The proposed agreement shall compensate the City $54,535 per fiscal year for up to 125 calls in the contract area. If responses in the contract area exceed 125 calls annually, the County shall compensate the City at a rate of $436.28 per call for each response thereafter.

The County will compensate the City at a rate of $436.28 per call according to the table in Exhibit C. The figures are based on the current agreement with CAL OES for emergency assignments across the State as identified by the Salary Survey (Exhibit D).

The compensation rates per call will be adjusted annually when the City presents the County with an updated Cal OES Salary Survey for the life of this agreement. Updated compensation rates will take effect upon approval by the County and an updated Salary Survey will be added to this agreement as Exhibit D.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 5: Enhance Quality of Life
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

FINAL St. Helena Contract 7 .9.24 116780
Exhibit A - Contract Area
Exhibit B - Scope of Work
Exhibit C - Compensation and Expense Reimbursement
Exhibit D - Current Rate Sheet Agreement Between City and CAL OES
Napa County Emergency Response Services Agreement (FY 25-27) - Resolution

NAPA COUNTY AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of August 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF ST. HELENA, a California municipal corporation whose mailing address is 1088 College Ave. St. Helena, CA 94574, hereinafter referred to as "CITY."

RECITALS

WHEREAS, COUNTY is a general law county with authority to provide for the prevention and suppression of fires and emergency medical response within those areas of Napa County not located within the boundaries of municipalities or fire protection districts and to that end contracts with the California State Department of Forestry and Fire Protection to provide first response emergency medical services, rescue and fire suppression and protection services to such areas of COUNTY; and

WHEREAS, CITY has authority to provide for the prevention and suppression of fires and emergency medical response within the city and to that end maintains a fire department to provide emergency medical, rescue, education, prevention, and fire suppression and protection services within its jurisdiction; and

WHEREAS, in the unincorporated area ("Zones") outside the jurisdiction of CITY, as described and shown on the map entitled "Napa County Fire Zone Map" attached hereto as Exhibit "A" and made a part hereof, there are a number of inhabitants who live and work in residential, industrial, commercial, and other structures for whom COUNTY desires to enhance the provision of emergency medical service, rescue, and fire suppression and protection services; and

WHEREAS, to provide such enhanced services, COUNTY desires CITY, pursuant to Government Code section 55632, to provide emergency medical, rescue, and fire suppression and protection services within the Zones on the terms and conditions set forth herein; and

WHEREAS, CITY has authority under Government Code section 55632 to provide and is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CITY, and CITY agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with

Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CITY to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CITY shall provide COUNTY those services set forth in Exhibit "B" to be performed in the unincorporated Zone area of COUNTY as identified in Exhibit "A." Said Exhibits are attached hereto and incorporated by reference herein.

3. **Compensation.** In consideration of CITY's fulfillment of the promised work, COUNTY shall pay CITY at the rates set forth in Exhibits "C" and "D," attached hereto and incorporated by reference herein. All payments for compensation to CITY shall be made only upon presentation to COUNTY by CONTRACTOR of an itemized billing invoice in a form acceptable to COUNTY.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CITY to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CITY's name, address, and an itemization of the response to emergencies which will include at a minimum the date and incident number of the emergency.

(b) CITY shall submit invoices not more often than quarterly to the COUNTY Fire Administrator, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

5. **Independent Contractor.** CITY shall perform this Agreement as an independent contractor. CITY and the officers, agents, and employees of CITY are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CITY shall, at CITY's own risk and expense, determine the method and manner by which duties imposed on CITY by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CITY. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CITY, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CITY shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CITY, including the agents or employees of CITY, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CITY under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CITY.

7. **Insurance.** CITY shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CITY shall provide workers' compensation insurance for the performance of any of CITY's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability. [RESERVED.]

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CITY with the COUNTY Fire Administrator prior to commencement of performance of any of CITY's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CITY shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CITY shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CITY not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CITY under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CITY shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

(e) Inclusion in Subcontracts. CITY agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CITY and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations

required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CITY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CITY under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CITY shall hold COUNTY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CITY's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to, and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CITY has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CITY. In addition, to the extent CITY maintains COUNTY data on those portions of digital software hosted by CITY and not controlled by COUNTY ("County data"), CITY shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CITY's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CITY.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly

returned to COUNTY, although CITY may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CITY under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CITY or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CITY shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CITY's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CITY shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CITY whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CITY for purpose of setoff until such time as the exact amount of damages due to COUNTY from CITY is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CITY
NAPA COUNTY FIRE ADMINISTRATOR 1195 Third Street, Suite 310 Napa, CA 94559	CITY OF ST. HELENA 1088 College Ave. St. Helena, CA 94574

14. **Compliance With COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CITY hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CITY also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy. Which is found in the Napa County Policy Manual Part I, Section 8D.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment, " which is found in the Napa County Policy Manual Part I, Section 37K.

(c) County of Napa Drug and Alcohol Policy, which is found in the Napa County Policy Manual Part I, Section 37O.

(d) Napa County Information Technology Use and Security Policy, which is found in the Napa County Policy Manual Part I, Section 31A. To this end, all employees and subcontractors of CITY whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CITY which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CITY shall hold all such information as CITY may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Fire Administrator. Upon cancellation or expiration of this Agreement, CITY shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CITY may retain for its files a copy of CITY's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CITY is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CITY shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. CITY shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CITY. Additionally, CITY shall only access, use, or disclose COUNTY Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with COUNTY. Any other access, use or disclosure of COUNTY Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents, or devices containing COUNTY Protected Information from a COUNTY facility; the unauthorized

transmission of COUNTY Protected Information via email, fax, or other means; and the discussion of such information with other individuals (including other CITY or COUNTY employees) who do not have a COUNTY-approved business reason to obtain the information.

(2) CITY shall ensure that its staff and any third-party organizations or individuals that it engages to perform services in conjunction with the terms if this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological, and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CITY shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CITY agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware. This includes instances wherein CITY encounters unsecured Protected Information in areas where CITY employees are performing services.

(4) CITY will be responsible for all costs associated with CITY's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the COUNTY of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules, or regulations applicable at the time of the breach.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CITY; therefore, CITY shall not assign any interest in this Agreement or subcontract any of the services CITY is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CITY, or to perform any of the remaining services required under this Agreement within the same time frame required of CITY shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the Napa County Fire Administrator may give the consent of COUNTY.

(b) Effect of Change in Status. If CITY changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CITY. Failure of CITY to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing with the prior written consent of both parties. Failure of CITY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CITY shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CITY shall comply immediately with all directives issued by COUNTY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

20. **Taxes.** CITY agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CITY agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CITY's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CITY agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, CITY shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CITY and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. CITY hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior

to the acquisition by CITY of such conflict. CITY further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. CITY agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CITY under this Agreement.

(b) Statements of Economic Interest. In performing the scope of services, one or more individuals of CITY's organization will make, or participate in making, a "governmental decision" as described in the California Code of Regulations, title 2, section 18704, or will perform the same or substantially all the same duties for COUNTY that would otherwise be performed by a COUNTY employee holding a position specified in County's conflict of interest code. CITY shall ensure those individuals identified by COUNTY prepare statements of economic interests on Fair Political Practices Commission Form 700 and file them with COUNTY. Each individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of COUNTY's notification that the individuals are subject to the conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to the conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors, and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be

entitled to an extension in their time for performance equivalent to the length of delay. party will be entitled to compensation from the other for force majeure events.

29. **Special Terms and Conditions.** [RESERVED]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

CITY OF ST. HELENA, a California municipal corporation

By_____
PAUL JAMISON DOHRING, Mayor of the City of St. Helena

"CITY"

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

ATTEST:

_____
Cindy Tzafopoulos, Clerk for the City of St. Helena

NAPA COUNTY, a political subdivision of the State of California

By_____
JOELLE GALLAGHER, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Shana A. Bagley Date: July 10, 2024 PL Doc No: 116780	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

ST. HELENA CITY FIRE AND NAPA COUNTY FIRE CONTRACT ZONES

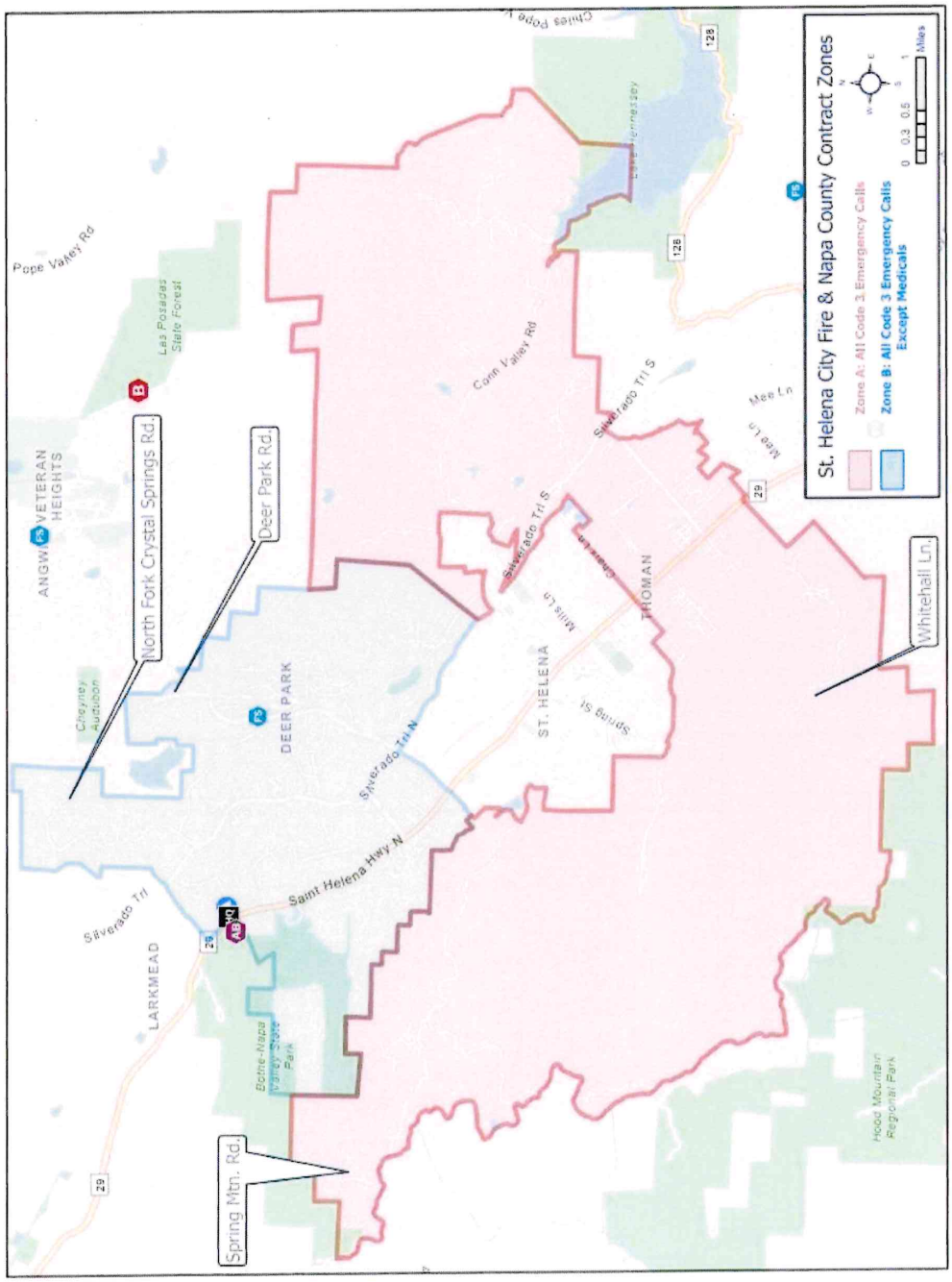


EXHIBIT "B"

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

A. SERVICES TO BE PROVIDED BY CITY:

1. **Staffing:** CITY shall respond with minimum staffing of two persons on one fire apparatus to calls set forth in the ZONES indicated in EXHIBIT "A." Any additional staffing and/or response shall not be part of this Agreement.

2. **Response:** CITY shall provide one fire apparatus vehicle as appropriate for Code 3 call type, to calls within the defined response ZONES as set forth in Exhibit "A". The CITY shall respond to emergency call types as indicated in Exhibit "A," Zone A. In Zone B of Exhibit "A," the CITY shall respond to all Code 3 emergency call types with the exception of medical aids, unless otherwise requested and dispatched by the COUNTY. The CITY shall handle the COUNTY call in its entirety if only one fire apparatus is needed to mitigate the emergency. There will be no "AUTOMATIC AID" response from the CITY for either residential or commercial fire alarms and non-Code 3 call types. In the event of a conflict between the need for emergency medical service, rescue, or fire protection service within the CITY and within the ZONES identified in EXHIBIT "A," the needs within the CITY shall be given first priority.

3. **Mutual Aid:** This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement.

4. **Jurisdiction:** CITY shall retain legal jurisdiction for all incidents that occur within the city limits of St. Helena.

B. SERVICES TO BE PROVIDED BY THE COUNTY:

1. **Staffing:** COUNTY shall respond with minimum staffing of two persons on one fire apparatus to automatic aid calls within the CITY. Any additional staffing and/or response shall not be part of the Agreement.

2. **Response:** COUNTY shall provide "AUTOMATIC AID" to the CITY as per the following guidelines: One engine shall respond to all residential structure fires; one engine and one aerial ladder truck shall respond to all commercial structure fires. Either of these responses may be modified upon request and dispatched by the COUNTY. There will be no "AUTOMATIC AID" response from the COUNTY for either residential or commercial fire alarms.

3. **Fire Investigations:** The COUNTY may assist with fire investigations when requested by the CITY. The CITY shall provide the lead fire investigator who is ultimately responsible for all written reports and documentation associated with the fire investigation.

C. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CITY for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "C"

COMPENSATION AND EXPENSE REIMBURSEMENT

The following outlines the compensation for services outlined in this Agreement between the CITY and the COUNTY:

COUNTY:

1. The COUNTY will compensate the CITY at a rate of $436.28 per call per the table below. These figures are based on current agreement with Cal OES for emergency assignments across the State as identified in EXHIBIT "D."

2. The compensation rates per call will be adjusted annually or at such time the CITY presents the COUNTY with an updated rate sheet with revised reimbursement rates per Cal OES agreements for the life of this agreement. Updated compensation rates will take effect upon approval by the COUNTY for these revised reimbursement rates, and the updated rate sheet will be added to this agreement as EXHIBIT "D."

3. The base contract shall compensate the CITY for responding to 125 calls per year in the contract area for a total of $54,535.00 per year for the contract, based on one hour per call. If the response into the contract area exceeds 125 calls annually, the COUNTY shall compensate the CITY at a rate of $436.28 per call for each response.

OES Contract Year	Apparatus	Fire Chief	Captain	Engineer	Firefighter	TOTAL
2024	$173.47	$121.95	$50.69	$47.02	$43.15	$436.28

EXHIBIT "D"

CURRENT RATE SHEET AGREEMENT BETWEEN CITY AND CAL OES

California Governor's Office of Emergency Services (Cal OES) - Fire and Rescue Division

SALARY SURVEY

for

AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO

THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

(California Fire Assistance Agreement)

Start Date:06/26/2024 **End Date:** **Status:** Reviewed

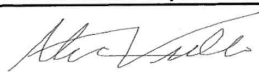
Agency 3-Letter MACS I.D.:	Agency / Department Name:
STH	Saint Helena Fire Department

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement. The chart below reflects the hourly Salary Rate, or Base Rate submitted for each classification used by your agency.

Classification Title	Base Rates	Are you Utilizing the Base Rate?	Are you adding WC/UI?	Salary Rate (ST)
Chief	$34.59	No	No	$121.95
Deputy Chief	$34.59	Yes	No	$34.59
Division Chief	$34.59	Yes	No	$34.59
Assistant Chief	$34.59	Yes	No	$34.59
Battalion Chief	$34.59	Yes	No	$34.59
Co. Officer/Capt./Lt.	$27.77	No	No	$50.69
App. Officer/Eng	$27.77	No	No	$47.02
Firefighter/FF-PMedic	$27.77	No	No	$43.15

NOTE: These rates are not effective until the date they are received by Cal OES. What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Name	Authorized Representative	Date
Alec Vidler		06/26/2024

AGREEMENT FOR FIRST RESPONDER SERVICES
[PL No 116780]

Printed Date: 06/28/2024 16:58

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

DIRECTOR

MARCH 1, 2024

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES

SUBJECT: **Updated 2024 Rate Letter effective March 1, 2024, for any and all California Fire Assistance Agreement (CFAA) orders and requests.**

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the CFAA for the period beginning March 1, 2024.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: $34.59 (ST) $51.89 (OT) per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): $27.77 (ST) $41.66 (OT) per hour

NOTE: Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and one half at invoicing for base rates. Both straight and overtime rates are reflected above.

The following apparatus rates will apply to responses effective at the time of initial dispatch:

There is a 16-hour maximum allowable charge per 24-hour period from the time of initial dispatch:

Emergency Apparatus Rates	
Typing	**Hourly**
Type I	$173.47
Type II	$163.55
Type III	$156.74
Type IV – VII	$150.47
Water Tender Tactical I	$148.07
Water Tender Tactical II	$127.21

Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment:

Support Equipment Rates	
Government Owned Vehicles	**Daily**
Sedan	$226.00
Pickup	$166.00
Van	$309.00
SUV	$279.00
Other (3/4 ton & above)	$265.00

FIRE AND RESCUE DIVISION
3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8711 TELEPHONE (916) 845-8396 FAX

Privately Owned Vehicle rate will be reimbursed on a per mile basis:

Privately Owned Vehicle Rate
$0.655

Rental Vehicle rates will be reimbursed using the state rates below based on incident position. Class types in the Rent-A-Truck Rates section will be charged an additional $.20 per mile for all miles travelled*:

Rent-A-Car Rates		
Class Type	**Daily**	**Weekly**
Compact Sedan	$40.54	$170.28
Mid-Size/Intermediate	$40.54	$170.28
Standard Sedan	$41.89	$175.92
Full Size Sedan	$41.89	$175.92
Hybrid Electric Vehicle	$50.48	$252.39
Plug-In Hybrid/Zero Emission	$58.00	$289.98
Compact SUV	$59.07	$295.35
Medium SUV	$80.55	$402.75
Compact Pickup Truck / 1/2-ton Pickup Truck	$69.81	$322.20
Rent-A-Truck Rates*		
¾ Ton Pickup Truck w/Tow	$91.29	$547.74
1-Ton Truck	$107.41	$644.40
Mini Van	$59.07	$295.35
Large Van	$134.25	$671.25
Mini-Cargo Van	$77.46	$387.28
15' Cutaway Box Van w/Ramp	$82.15	$410.76
16' Box Truck	$99.75	$498.77
24' Box Truck	$117.36	$586.79
26' Box Truck	$117.36	$586.79
14' – 16' Stake Bed	$99.75	$498.77
20' – 24' Stake Bed	$117.36	$586.78

Lodging, Meals, and Incidentals will be reimbursed at the rates below:

Lodging Rate
$184.00 *Reimbursed up to a ceiling of 150%

Meal and Incidental Rates	
Breakfast	$17.00
Lunch	$18.00
Dinner	$34.00
Incidentals	$5.00

The de minimis administrative rate will be added to the total of approved reimbursements unless an agency specific rate is submitted:

De minimis Administrative Rate
10.00%

REQUIRED SIGNATURE:
Fire agency's authorized representative **MUST** sign all required rates and forms in MARS, to the best of their knowledge and belief,and **UNDER PENALTY OF PERJURY**, the annual salary survey agreeing to comply with the termsand conditions of the Agreement, as well as the cooperator agency's internal accounting and expense reimbursement standards. Fire agencies will be required to accept either the base rate(s), and/or the fire agency's salary rates through the required signature process.

The CFAA requires each local fire agency to provide a yearly salary survey. If the California Governor's Office of Emergency Services (Cal OES) does not receive a signed 2024 Salary Survey from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice back to your agency for payment for any responses ordered and requested through the CFAA.

REVIEW:
Fire agencies will be required upon request to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the fire agency will have thirty (30) calendar days to provide Cal OES with required information. The process does not supersede the Examination and Audit process as outlined in this Agreement.

For any questions regarding the updated March 1, 2024 annual Rate Letter or the *Instructions for Completing the Cal OES Salary Survey* in MARS, please contact the Fire and Rescue Division support staff at (916) 845-8711 or by email at cfaareimbursement@caloes.ca.gov or MARShelpdesk@caloes.ca.gov. If you have questions regarding the management and oversight of the CFAA, please contact Deputy Chief Lori Lopez at lori.lopez@caloes.ca.gov.

Sincerely,

Lori Lopez
Deputy Chief of Administration
California Governor's Office of Emergency Services
Fire and Rescue Division

EXHIBIT "A"

ST. HELENA CITY FIRE AND NAPA COUNTY FIRE CONTRACT ZONES

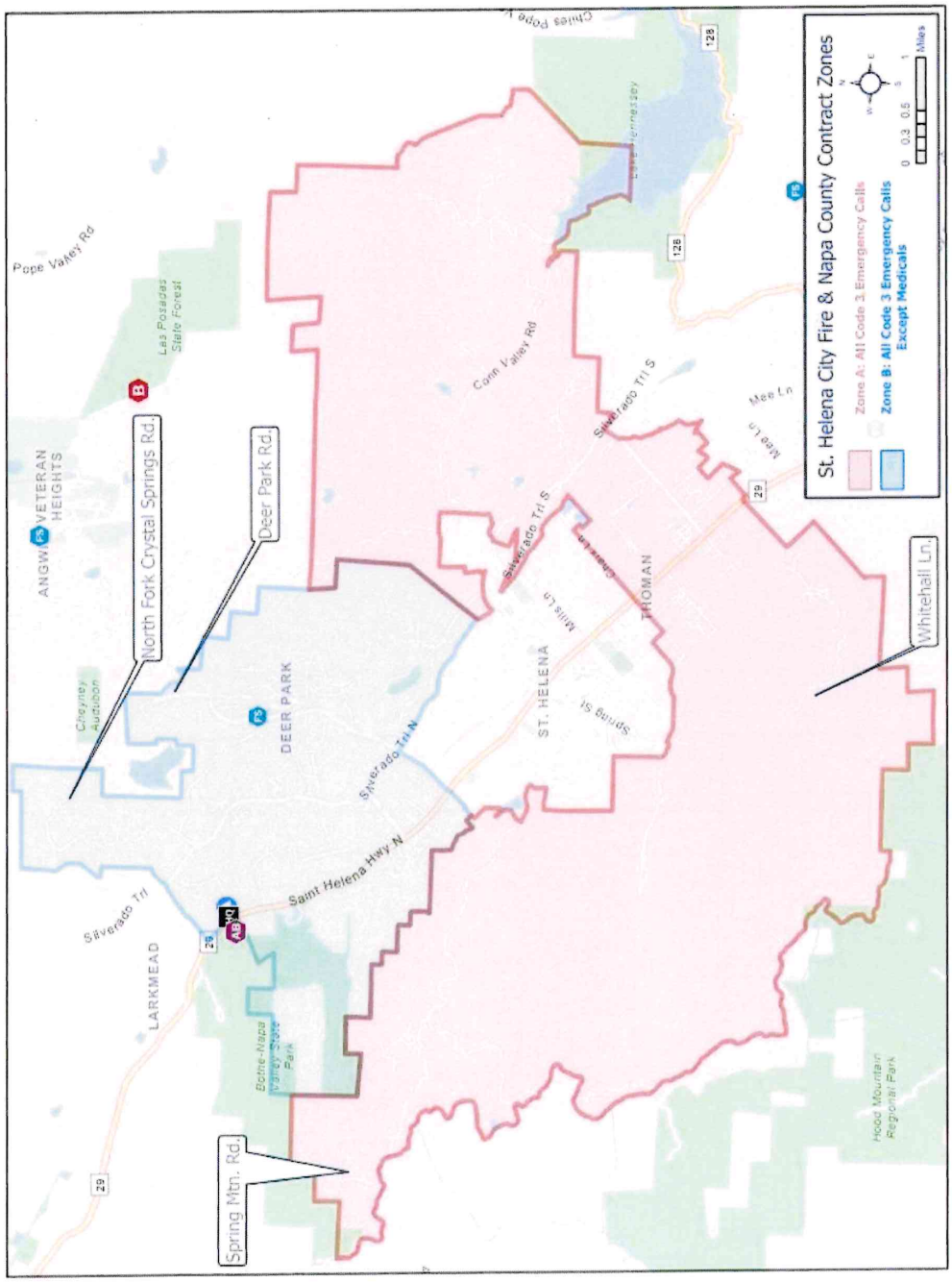


EXHIBIT "B"

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

A. SERVICES TO BE PROVIDED BY CITY:

1. **Staffing:** CITY shall respond with minimum staffing of two persons on one fire apparatus to calls set forth in the ZONES indicated in EXHIBIT "A." Any additional staffing and/or response shall not be part of this Agreement.

2. **Response:** CITY shall provide one fire apparatus vehicle as appropriate for Code 3 call type, to calls within the defined response ZONES as set forth in Exhibit "A". The CITY shall respond to emergency call types as indicated in Exhibit "A," Zone A. In Zone B of Exhibit "A," the CITY shall respond to all Code 3 emergency call types with the exception of medical aids, unless otherwise requested and dispatched by the COUNTY. The CITY shall handle the COUNTY call in its entirety if only one fire apparatus is needed to mitigate the emergency. There will be no "AUTOMATIC AID" response from the CITY for either residential or commercial fire alarms and non-Code 3 call types. In the event of a conflict between the need for emergency medical service, rescue, or fire protection service within the CITY and within the ZONES identified in EXHIBIT "A," the needs within the CITY shall be given first priority.

3. **Mutual Aid:** This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement.

4. **Jurisdiction:** CITY shall retain legal jurisdiction for all incidents that occur within the city limits of St. Helena.

B. SERVICES TO BE PROVIDED BY THE COUNTY:

1. **Staffing:** COUNTY shall respond with minimum staffing of two persons on one fire apparatus to automatic aid calls within the CITY. Any additional staffing and/or response shall not be part of the Agreement.

2. **Response:** COUNTY shall provide "AUTOMATIC AID" to the CITY as per the following guidelines: One engine shall respond to all residential structure fires; one engine and one aerial ladder truck shall respond to all commercial structure fires. Either of these responses may be modified upon request and dispatched by the COUNTY. There will be no "AUTOMATIC AID" response from the COUNTY for either residential or commercial fire alarms.

3. **Fire Investigations:** The COUNTY may assist with fire investigations when requested by the CITY. The CITY shall provide the lead fire investigator who is ultimately responsible for all written reports and documentation associated with the fire investigation.

C. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CITY for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "C"

COMPENSATION AND EXPENSE REIMBURSEMENT

The following outlines the compensation for services outlined in this Agreement between the CITY and the COUNTY:

COUNTY:

1. The COUNTY will compensate the CITY at a rate of $436.28 per call per the table below. These figures are based on current agreement with Cal OES for emergency assignments across the State as identified in EXHIBIT "D."

2. The compensation rates per call will be adjusted annually or at such time the CITY presents the COUNTY with an updated rate sheet with revised reimbursement rates per Cal OES agreements for the life of this agreement. Updated compensation rates will take effect upon approval by the COUNTY for these revised reimbursement rates, and the updated rate sheet will be added to this agreement as EXHIBIT "D."

3. The base contract shall compensate the CITY for responding to 125 calls per year in the contract area for a total of $54,535.00 per year for the contract, based on one hour per call. If the response into the contract area exceeds 125 calls annually, the COUNTY shall compensate the CITY at a rate of $436.28 per call for each response.

OES Contract Year	Apparatus	Fire Chief	Captain	Engineer	Firefighter	TOTAL
2024	$173.47	$121.95	$50.69	$47.02	$43.15	$436.28

EXHIBIT "D"

CURRENT RATE SHEET AGREEMENT BETWEEN CITY AND CAL OES

California Governor's Office of Emergency Services (Cal OES) - Fire and Rescue Division

SALARY SURVEY

for

AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO

THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

(California Fire Assistance Agreement)

Start Date:06/26/2024 **End Date:** **Status:** Reviewed

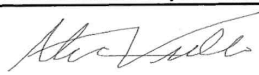
Agency 3-Letter MACS I.D.:	Agency / Department Name:
STH	Saint Helena Fire Department

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement. The chart below reflects the hourly Salary Rate, or Base Rate submitted for each classification used by your agency.

Classification Title	Base Rates	Are you Utilizing the Base Rate?	Are you adding WC/UI?	Salary Rate (ST)
Chief	$34.59	No	No	$121.95
Deputy Chief	$34.59	Yes	No	$34.59
Division Chief	$34.59	Yes	No	$34.59
Assistant Chief	$34.59	Yes	No	$34.59
Battalion Chief	$34.59	Yes	No	$34.59
Co. Officer/Capt./Lt.	$27.77	No	No	$50.69
App. Officer/Eng	$27.77	No	No	$47.02
Firefighter/FF-PMedic	$27.77	No	No	$43.15

NOTE: These rates are not effective until the date they are received by Cal OES. What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Name	Authorized Representative	Date
Alec Vidler		06/26/2024

AGREEMENT FOR FIRST RESPONDER SERVICES
[PL No 116780]

Printed Date: 06/28/2024 16:58

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

DIRECTOR

MARCH 1, 2024

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES

SUBJECT: **Updated 2024 Rate Letter effective March 1, 2024, for any and all California Fire Assistance Agreement (CFAA) orders and requests.**

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the CFAA for the period beginning March 1, 2024.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: $34.59 (ST) $51.89 (OT) per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): $27.77 (ST) $41.66 (OT) per hour

NOTE: Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and one half at invoicing for base rates. Both straight and overtime rates are reflected above.

The following apparatus rates will apply to responses effective at the time of initial dispatch:

There is a 16-hour maximum allowable charge per 24-hour period from the time of initial dispatch:

Emergency Apparatus Rates	
Typing	**Hourly**
Type I	$173.47
Type II	$163.55
Type III	$156.74
Type IV – VII	$150.47
Water Tender Tactical I	$148.07
Water Tender Tactical II	$127.21

Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment:

Support Equipment Rates	
Government Owned Vehicles	**Daily**
Sedan	$226.00
Pickup	$166.00
Van	$309.00
SUV	$279.00
Other (3/4 ton & above)	$265.00

FIRE AND RESCUE DIVISION
3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8711 TELEPHONE (916) 845-8396 FAX

Privately Owned Vehicle rate will be reimbursed on a per mile basis:

Privately Owned Vehicle Rate
$0.655

Rental Vehicle rates will be reimbursed using the state rates below based on incident position. Class types in the Rent-A-Truck Rates section will be charged an additional $.20 per mile for all miles travelled*:

Rent-A-Car Rates		
Class Type	**Daily**	**Weekly**
Compact Sedan	$40.54	$170.28
Mid-Size/Intermediate	$40.54	$170.28
Standard Sedan	$41.89	$175.92
Full Size Sedan	$41.89	$175.92
Hybrid Electric Vehicle	$50.48	$252.39
Plug-In Hybrid/Zero Emission	$58.00	$289.98
Compact SUV	$59.07	$295.35
Medium SUV	$80.55	$402.75
Compact Pickup Truck / 1/2-ton Pickup Truck	$69.81	$322.20
Rent-A-Truck Rates*		
¾ Ton Pickup Truck w/Tow	$91.29	$547.74
1-Ton Truck	$107.41	$644.40
Mini Van	$59.07	$295.35
Large Van	$134.25	$671.25
Mini-Cargo Van	$77.46	$387.28
15' Cutaway Box Van w/Ramp	$82.15	$410.76
16' Box Truck	$99.75	$498.77
24' Box Truck	$117.36	$586.79
26' Box Truck	$117.36	$586.79
14' – 16' Stake Bed	$99.75	$498.77
20' – 24' Stake Bed	$117.36	$586.78

Lodging, Meals, and Incidentals will be reimbursed at the rates below:

Lodging Rate
$184.00 *Reimbursed up to a ceiling of 150%

Meal and Incidental Rates	
Breakfast	$17.00
Lunch	$18.00
Dinner	$34.00
Incidentals	$5.00

The de minimis administrative rate will be added to the total of approved reimbursements unless an agency specific rate is submitted:

De minimis Administrative Rate
10.00%

REQUIRED SIGNATURE:
Fire agency's authorized representative **MUST** sign all required rates and forms in MARS, to the best of their knowledge and belief,and **UNDER PENALTY OF PERJURY**, the annual salary survey agreeing to comply with the termsand conditions of the Agreement, as well as the cooperator agency's internal accounting and expense reimbursement standards. Fire agencies will be required to accept either the base rate(s), and/or the fire agency's salary rates through the required signature process.

The CFAA requires each local fire agency to provide a yearly salary survey. If the California Governor's Office of Emergency Services (Cal OES) does not receive a signed 2024 Salary Survey from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice back to your agency for payment for any responses ordered and requested through the CFAA.

REVIEW:
Fire agencies will be required upon request to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the fire agency will have thirty (30) calendar days to provide Cal OES with required information. The process does not supersede the Examination and Audit process as outlined in this Agreement.

For any questions regarding the updated March 1, 2024 annual Rate Letter or the *Instructions for Completing the Cal OES Salary Survey* in MARS, please contact the Fire and Rescue Division support staff at (916) 845-8711 or by email at cfaareimbursement@caloes.ca.gov or MARShelpdesk@caloes.ca.gov. If you have questions regarding the management and oversight of the CFAA, please contact Deputy Chief Lori Lopez at lori.lopez@caloes.ca.gov.

Sincerely,

Lori Lopez
Deputy Chief of Administration
California Governor's Office of Emergency Services
Fire and Rescue Division

CITY OF ST. HELENA

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN AGREEMENT FOR EMERGENCY RESPONSE SERVICES WITH NAPA COUNTY

RECITALS

A. The most current agreement for emergency response services between the City of St. Helena and Napa County expired on June 30, 2024 with a one month extension to August 1, 2024; and

B. According to the current agreement, the St. Helena Fire Department provides Napa County with emergency response services immediately outside the St. Helena City limits; and

C. Napa County provides emergency services to the City of St. Helena; and

D. The St. Helena Fire Department wishes to adopt a new agreement for emergency response services between the City of St. Helena and Napa County.

RESOLUTION

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

1. The City Council approves the agreement with Napa County for the term of August 1, 2024 through June 30, 2027 with an automatic annual renewal for up to four additional years.
2. The City Council authorizes the Mayor to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Councilmember Anna Chouteau: _____

Councilmember Billy Summers: _____

Councilmember Patrick Kenealy: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 23, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Approve Resolution Authorizing Amendment #1 to the Agreement with General Services with Mel Services, Inc., dba Workers.com for general landscaping and maintenance services for an additional $25,200 and a total not-to-exceed amount of $50,000.
RECOMMENDED ACTION:	Adopt the proposed resolution authorizing Amendment #1 to the General Services Agreement with Mel Services, Inc., dba Workers.com for landscaping and maintenance services.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Public Works Operations Division currently has two vacant positions, one in Parks and Trees and one in Government Buildings and Streets. With teams of four in each, one vacancy reduces the operating capacity by 25%. This contract is to provide additional landscaping and maintenance services while the City recruits for these positions.
FINANCIAL IMPACT:	The total Financial Impact, which includes the contract amendment of $25,200 for a total not-to-exceed amount of $50,000 is included in the existing FY 25 annual operating budget utilizing General Fund.

BACKGROUND:

In August 2023, the City executed a Professional Services Agreement with Mel Services, Inc., dba Workers.com ("Workers.com") to provide as needed landscaping and maintenance services for the City. During the contract period, provided landscaping and maintenance services in support of specific projects, including the rehabilitation of Lyman Park, the Smart Meter Inventory, Crane Park rehabilitation and 4th of July preparation.

DISCUSSION:

The city currently has two vacancies, one in Parks and Trees and one in Streets and Government Buildings. The application closing period for both of those positions was July 22 and the initial review of the candidates is promising, although the interview and onboarding process can take up to 10 weeks and does not always result in a successful

candidate. This is the second round of solicitation for the Parks and Trees position. The City desires to utilize Workers.com to provide additional landscaping and maintenance services until the above-mentioned staffing positions are filled.

Workers.com is an industrial employment staffing agency that provides services through workers that are vetted, including background checked, and provided to the City upon request for specific durations or projects. This agency offers a comprehensive and reliable source of blue-collar employment services in Northern California. Our experience with their employees through our initial contract was highly successful and staff is requesting an amendment to provide landscaping and maintenance services for special project or service needs.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

GOAL:

Goal 5: Enhance Quality of Life
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution Workers.com-c1
St. Helena - General Services Agreement (2022)- Workers.com-c1 final (002) (002)
Workers.com Amendment 1-c1

CITY OF ST. HELENA

RESOLUTION NO.

APPROVE RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO CITY OF ST. HELENA AGREEMENT FOR GENERAL SERVICES

RECITALS

A. **WHEREAS**, on July 23, 2023, the City executed an Agreement for General Services with Mel Services, Inc. dba Workers.com to provide general maintenance and landscaping services for City owned property; and
B. **WHEREAS,** the City desires amend the Agreement to extend the term and increase the not to exceed amount of the Agreement to $50,000 to allow the contractor to continue to provide needed services to the City;

C. RESOLUTION

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

1. Authorize Amendment No. 1 to City of St. Helena Agreement for General Services with Mel Services, Inc. dba Workers.com to increase the not to exceed amount of the Agreement by an additional $25,200 and a total not-to-exceed amount of $50,000.
2. Funding in Fiscal Year 25, for this agreement would be split evenly between Public Works Operations budgets 101-50-27-21-45 and 101-50-15-21-45.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

Council Member Patrick Kenealy: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
AGREEMENT FOR GENERAL SERVICES

1. PARTIES AND DATE

This Agreement for general maintenance and landscaping of City owned properties Services ("Agreement") August 2, 2023 by and between the City of St. Helena, a municipal corporation organized under the laws of the State of California ("City") and Mel Services, Inc, dba Workers.com, a Corporation with its principal place of business at 1070 Concord Ave, Site 112 Concord, Ca 94520 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain general maintenance and landscaping of City owned properties services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing general maintenance and landscaping of City owned properties services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the general landscape maintenance services project ("Project") as set forth in this Agreement.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 2, 2023 to [August 1, 2021 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed $24,800] (Twenty-four thousand, eight hundred dollars), without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of

the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

(c) Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Clayton Church, Chad Howell, Juan Gonzalez, Carlos Uribe.

3.3.5 City's Representative. City hereby designates Clayton Church, Operations Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.3.6 Contractor's Representative. Contractor hereby designates Jennifer Johnsen, Personnel Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10 Insurance

(a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(3) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

(d) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(e) Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(h) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(i) Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

(j) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(k) Additional Insurance Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(2) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(3) The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(4) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(5) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(6) Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

(l) Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

3.3.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wage. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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.

3.4.2 Registration. 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Mel Services Inc, dba Workers.com
1070 Concord Ave,
Suite 112
Concord, CA 94520

City:

City of St. Helena
1088 College Ave.
St. Helena, CA 94574
Attn: Clayton Church, Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.5 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.7.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Napa County.

3.7.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.8 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.7.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.10 Assignment or Transfer. shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

3.7.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and

subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.12 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.14 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.15 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.16 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.17 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.20 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.7.21 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.7.22 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES BETWEEN THE CITY OF ST. HELENA AND MEL SERVICES INC DBA WORKERS.COM

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ST. HELENA

Approved By:

April Mitts Digitally signed by April Mitts Date: 2023.08.02 16:45:47 -07'00'

April Mitts, Acting City Manager for
Anil Comelo, City Manager

Approved as to Form:

ethan.walsh@bbklaw.com Digitally signed by: ethan.walsh@bbklaw.com DN: CN = ethan.walsh@bbklaw.com Date: 2023.08.02 17:20:59 -07'00'

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

MEL SERVICES INC DBA WORKERS.COM

By: _____

Its: Personnel Manager

Printed Name: Jennifer Johnsen

By: _____

Its: _____

Printed Name: _____

EXHIBIT “A”

SCOPE OF SERVICES

-Daily maintenance and cleanliness of City Parks including restrooms and Main Street. Entails garbage and litter removal, restroom disinfecting and cleaning and general cleanup of park grounds. Reporting any inconsistencies with Superintendents.

-Landscaping of City owned and operated facilities, to include manual weed and vegetation abatement, with use of hand tools, weed trimmers.

City maintains approx. 46 acres which include parks, open spaces, City owned building landscapes, and Main St.

EXHIBIT "B"

SCHEDULE OF SERVICES

Contractor's employees will report to 1405 Charter Oak Ave, St Helena CA, 94574. Contractor shall provide the number of workers requested by City on a daily basis
Works commences at 7:00 am and concludes at 3:30 PM
Lunch will be at 11:30 AM
Work week consists of Monday through Friday (staff will observe any City of St. Helena holidays.)

EXHIBIT "C"

COMPENSATION

Contractor shall be compensated for each worker engaged in work pursuant to this Agreement at a rate of $___42.18____ per hour. From date contract execution will not exceed 6 months or 180 days.

AMENDMENT NO. 1

TO CITY OF ST. HELENA AGREEMENT FOR GENERAL SERVICES

This first Amendment to City of St. Helena Agreement for General Services dated August 2, 2023 ("Agreement") is made as of this 23rd day of July 2023 by and between the City of St. Helena, a municipal corporation ("City"), and Mel Services, Inc. dba Workers.com ("Contractor").

RECITALS

A. On August 2, 2023, the City and Contractor entered into the Agreement for Contractor to provide certain general maintenance and landscaping services for City owned properties

B. City and Contractor desire to extend the Agreement so that Contractor may continue to provide such services to the City, and increase the not to exceed amount of the Agreement to $25,200 for a total amount not-to-exceed $50,000.

AGREEMENT

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

1. The first sentence of Section 3.1.2, Term, is amended to read as follows:

"The term of this Agreement shall be from August 2, 2023 to October 31 2024 unless earlier terminated as provided herein."

2. The second sentence of Section 3.2.1, Compensation, is amended to read as follows:

"The total compensation shall not exceed Fifty Thousand Dollars ($50,000), without written approval of the City Council."

3. Except as specifically set forth herein, all terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONTRACTOR:

Signatures of Authorized Persons:

By:_____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	July 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution authorizing Amendment #6 to the Professional Services Agreement with Willdan Financial Services in the amount of $10,560, for a total amount not-to-exceed of $142,295 to a complete a feasibility analysis related to the Affordable Housing and Commercial Linkage Fees.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	November 24, 2015 - Approval of Professional Services Agreement with Willdan Financial Services. November 14, 2017 - Approval of Amendment #1 for Water and Wastewater Impact Fees. October 9, 2018 - Approval of Amendment #2 to Update Cost Allocation Plan. August 24, 2021 - Approval of Amendment #3 to add Commercial Linkage Fee Analysis. July 25, 2023 - Approval of Amendment #4 for additional funding to complete the User Fee Study. August 8, 2023 - Approval of Amendment #5 for additional funding to complete the Development Impact Fee Study.
STATEMENT OF THE PURPOSE:	The purpose is to provide amend the Professional Services Agreement to provide a feasibility analysis for the proposed Affordable Housing and Commercial Linkage Fees.
FINANCIAL IMPACT:	The total Financial Impact to amend the Professional Services Agreement is $10,560, which will be funded with Affordable Housing Funds, Fund 751 and will require a budget adjustment in the amount of $10,560 to GL Account 751-43-00-21-45.

BACKGROUND:

Cities must regularly update Development Impact fees and User Fees in order to recover costs that are attributable to certain services and for which benefits accrue to specific limited number of individuals or businesses. At the current time, the City has been experiencing a gap in the revenue collected, relative to expenditures and expectations for services. There are several underfunded city operational functions, and the infrastructure, parks, roads, and other facilities are visibly displaying the impact of

underinvestment. As a result, the City is exploring several stable revenue generating alternatives including a real estate transfer tax ballot measure in November 2024. It is also important that the City update its fees to allow for more accurate recovery of its costs.

Development impact fees are charged to new development and support upgrades to the City's infrastructure necessitated by such development and are generally paid as a requirement to obtain a building permit. The last development impact fee study was completed in April 2013 and an updated development impact fee schedule was adopted by the City Council on November 12, 2013 through Ordinance 2013-2.

In September 2015, staff issued a Request for Proposals for a Full Cost Services and Development Impact Fee Study to include a cost allocation plan, user fee study, and a development impact fee study. On October 9, 2015 the City received four proposal which were reviewed by City staff and an outside consultant. In November 2015, the City selected Willdan Financial Services to conduct a Full Cost Services and Development Impact Fee Study and entered into a professional services agreement on November 24, 2015 by Resolution 2015-146.

During the FY 2020-21 budget development, City Council requested funding for an inclusionary and workforce housing study be included in the FY 2020-21 adopted City budget. On February 23, 2021, the City entered into a Professional Services Agreement (PSA) with Lisa Wise Consulting, Inc. to complete the Inclusionary Housing Study however after staff review of the initial report and concerns with the data source, that work on that project was terminated.

As part of the Inclusionary Housing Study and during the final analysis of the Affordable Housing Impact fees, it was determined that it would be necessary to include a commercial linkage fee analysis. Willdan Financial Services was available to conduct this analysis to prepare recommendations for the amounts and classifications for a housing linkage fee for St. Helena. This fee links the jobs created by commercial development to the needs for the production of affordable housing. The study determines the per-unit affordability gap by number of households in each job type, by income level to determine linkage fee on a per square foot basis by category of nonresidential development.

Willdan Financial Services completed the draft Affordable Housing and Commercial Linkage Fee Study in December 2024, which was presented to City Council on June 25, 2024. The presentation to City Council included staff recommendations that proposed adopting 10% of the maximum justified fee to ensure that the new fee does not result in the financial infeasibility of new development.

DISCUSSION:
After careful consideration and review of the information provided by Willdan at the June 25th Council meeting, City Council requested that Willdan prepare a development

feasibility analysis to provide additional information to assist with developing new fee recommendations.

The feasibility analysis will include the following:

1. Preparation of a memorandum evaluating the development feasibility of each land use type included in the affordable housing impact fee and commercial linkage fee study.
2. Evaluation of development feasibility using a pro forma analysis approach that will identify the maximum supportable affordable housing related fees for a prototype associated with each land use included in the study.

In order to complete the feasibility analysis, staff is recommending an amendment to the existing contract in the amount of $10,560, for a total not-to-exceed contract amount of $142,295.

The results of the feasibility analysis are scheduled to be presented at the August 13, 2024 Regular City Council meeting.

ENVIRONMENTAL REVIEW:
None.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

Resolution - Amendment No. 6 Willdan PSA
Willdan PSA Amendment #6

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #6 TO A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE AMOUNT OF $10,560, WITH A TOTAL CONTRACT NOT-TO-EXCEED $142,295, TO COMPLETE A FEASIBILITY ANALYSIS RELATED TO THE AFFORDABLE HOUSING AND COMMERCIAL LINKAGE FEES.

RECITALS

A. On November 24, 2015 City Council approved Resolution No 2015-146 approving a Professional Services Agreement with Willdan Financial Services to provide a Full Cost Services and Development Impact Fee Study for an amount not to exceed $81,540.00; and

B. In November 2017, the City Council approved Amendment No. 1 via resolution No. 2017-51 to this agreement to increase the contract amount by $16,350.00 for a total not to exceed amount of $97,890.00 to include impact fee studies of the water and wastewater systems which were not included in the initial agreement; and

C. In October 2018, the City Council approved Amendment No. 2 via resolution No. 2018-139 to this agreement to increase the contract by $4,500 for a total not-to-exceed amount of $102,390 to reassess the cost allocation plan due to the addition of two full-time firefighters, implementation of a compensation and classification study, and a Public Works reorganization that were not factored into the original cost allocation plan; and

D. In August 2021, the City Council approved Amendment No. 3 via resolution No. 2021-107 to this agreement to increase the contract by $6,045 for a total not-to-exceed amount of $108,435 for the analysis of the Affordable Housing Fees to prepare recommendations for the amounts and classifications for a housing linkage fee for St. Helena; and

E. In July 2023, the City Council approved Amendment No. 4 via resolution No. 2023-92 to this agreement to increase the contract by $13,000 for a total not-to-exceed amount of $121,345 for the updated data analysis required to prepare up-to-date recommendations for the city's user fees; and

F. In August 2023, the City Council approved Amendment No. 5 via resolution No. 2023-101 to capture rising cost data and prepare up-to-date recommendations for the city's development impact fees; and

G. On June 25, 2024 Willdan Financial Services presented the Affordable Housing and Commercial Linkage Fee Study to City Council, which included proposal of adopting 10% of the maximum justified fee to ensure that the new fee does not result in the financial infeasibility of new development; and

H. Following the presentation, City Council requested that Willdan prepare a development feasibility analysis to provide additional information to assist with developing new fee recommendations; and

I. The City and Consultant desire to amend the Agreement to complete a feasibility analysis for an additional cost of $10,560; and

J. The total amended contract with Willdan Financial Services will not exceed $142,295.

RESOLUTION

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

1. The City Council approves Amendment #6 to the professional services agreement with Willdan Financial Services for an additional $10,560 for a total not-to-exceed amount of $142,295; and

2. The City Council authorizes the City Manager to execute Amendment #6 to the agreement on behalf of the City.

3. Authorize a budget increase in the amount of $10,560 to GL Account 751-43-00-21-45.

4. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
Budget Increase to the Adopted FY 2024-25 Operating Budget	Affordable Housing Trust Fund	751-43-00-21-45	10,560
TOTAL			**$10,560**

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Pat Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN FINANCIAL SERVICES.

This Sixth Amendment to Professional Services Agreement dated November 24, 2015 ("Agreement") is made as of this 23rd day of July 2024 by and between the City of St. Helena, a municipal corporation ("City"), and Willdan Financial Services. ("Consultant").

RECITALS

A. On November 24, 2015, the City and Willdan Financial Services (Consultant) entered into the Professional Services Agreement ("Agreement") for a Full Cost Services and Development Impact Fee Study for an amount not to exceed $81,540; and

B. In November 2017, the City Council approved Amendment No. 1 via resolution No. 2017-51 to this agreement to increase the contract amount by $16,350 for a total not-to-exceed amount of $97,890 to include impact fee studies for the water and wastewater systems which were not included in the initial agreement; and

C. In October 2018, the City Council approved Amendment No. 2 via resolution No. 2018-139 to this agreement to increase the contract by $4,500 for a total not-to-exceed amount of $102,390 to reassess the cost allocation plan due to the addition of two full-time firefighters, implementation of a compensation and classification study, and a Public Works reorganization that were not factored into the original cost allocation plan; and

D. During the analysis of the Affordable Housing fees, it was determined that to properly complete the analysis it would be necessary to include a commercial linkage fee analysis, which will allow for Willdan to prepare recommendations for the amounts and classifications for a housing linkage fee for St. Helena; and

E. In conjunction with the housing market data collected as part of the residential housing impact fee analysis and the data gathered during the commercial linkage fee analysis, Willdan will develop a pro forma and determine the affordability gap per unit for each income level by industry and occupation; and

F. On August 24, 2021, the City Council approved Amendment No. 3 via resolution in the amount of $6,045 for a total not-to-exceed amount of $108,435 to complete the commercial linkage fee analysis; and

G. On July 25, 2023, the City Council approved Amendment No. 4 in the amount of $13,000 for a total contract not-to-exceed $121,435 for updated data analysis required to prepare up-to-date recommendations for the city's user fees; and

H. On August 8, 2023, the City Council approved Amendment No. 5 in the amount of $10,300 for a total contract not-to-exceed $131,735 to capture rising cost data and prepare up-to-date recommendations for the city's development impact fees; and

I. The City Council desires to enter into this Amendment No. 6 in the amount of $10,560 to the Agreement for Consultant Services with Willdan Financial Services to prepare a feasibility analysis.

J. The total amended contract not-to-exceed $142,295.00.

AGREEMENT

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

1. Section 4. Compensation of the Agreement is hereby amended to increase the authorized compensation under the Agreement by the amount of $10,560.00, for a total amended contract not to exceed $142,295.00; and

2. The Scope of Services for the Agreement is hereby amended to include preparing a development feasibility analysis.

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: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

July 15, 2024

Ms. Mandy Kellogg
Administrative Services Director
City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574

Re: Fifth Addendum to Agreement to Prepare Financial Feasibility Analysis for Affordable Housing and Commercial Linkage Fees

Dear Ms. Kellogg:

Per the City's request, enclosed is the fifth addendum to the original Agreement for Professional Services, dated November 24, 2015. The purpose of the addendum is to add the scope and fee necessary to finalize the City's Development Impact Fee Update Study and Affordable Housing and Commercial Linkage Fee.

If the amended terms are acceptable, please sign and return one fully executed copy, via email, to NStormon@Willdan.com.

We look forward to continuing to serve the City of St. Helena and working with you and your staff. If you have any questions, please feel free to contact me directly at (415) 786-0295, or via email to CVillarreal@Willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

Carlos Villarreal
Principal Consultant
Financial Consulting Services

FIFTH ADDENDUM TO AGREEMENT

The agreement between the City of St. Helena and Willdan Financial Services, dated November 24, 2015, (hereinafter, the "Agreement") is amended as follows:

A. Exhibit A entitled "**SCOPE OF SERVICES**" is amended to include:

Task: Prepare development feasibility analysis

Description: Prepare a memorandum evaluating the development feasibility of each land use type included in the affordable housing impact fee and commercial linkage fee study (for sale residential, rental residential, commercial, office, industrial and commercial lodging).

Development feasibility will be evaluated using a pro forma analysis approach that will identify the maximum supportable affordable housing related fees for a prototype associated with each land uses included in the study. The memorandum will document the assumptions and conclusions of the pro forma analysis.

Attend and present the findings at a City Council public hearing.

B. Exhibit B entitled "**FEES FOR SERVICES"** is amended to include the following fees:

Prepare development feasibility analysis – Ten thousand, five hundred and sixty dollars ($10,560) dollars.

All other terms, fees and conditions contained in the Agreement shall remain in full force and effect. Executed on July 15, 2024.

CITY OF ST. HELENA, CA

By: _____

Anil Comelo
City Manager

WILLDAN FINANCIAL SERVICES

By: _____

Chris Fisher
Vice President / Director

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	July 23, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2023-001 with consultant Ward Levy related to providing property appraisal services to the City for an additional $34,500 for a total contract amount not to exceed $50,000.
RECOMMENDED ACTION:	Approve and adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	n/a
STATEMENT OF THE PURPOSE:	To amend the existing Professional Services Agreement (PSA) with Ward Levy to increase PSA funding by $34,500 for appraisal services related to the City Surplus Lands Act process.
FINANCIAL IMPACT:	The financial impact is a total of $34,500 for the amended PSA and can be absorbed in the current FY 2024-25 adjusted budget from account 101-45-00-21-45.

BACKGROUND:

On September 2, 2022, the City entered into a PSA with Ward Levy to assist the City with appraisals of City owned properties. The budget amount of that PSA was limited to $15,500 and those funds have been expended. The City has additional appraisal services ordered which will exceed the $25,000 administrative signing authority and therefore require an amendment to the PSA for the additional work requested.

DISCUSSION:

The City of St. Helena owns a number of properties and as part of our asset management strategy and intent to pursue the Surplus Lands Act process on certain properties, the City engaged the services of Ward Levy Appraisal Group in 2022. The City received a scope of work to appraise four City owned properties for $15,500 and entered into a PSA (attached) to complete and fund that scope of work. Subsequently the City has needed additional appraisals for 1301 Mitchell (PG&E site) and also updates to the appraisals done for 1480 Main Street and 1572-1574 Railroad Avenue. The City is also needing an appraisal for the current City Hall location of 1088 College Avenue. In order to fund this additional work beyond scope of the original PSA, it is necessary to increase the PSA contract amount by $34,500 for a total contract amount of $50,000.

ENVIRONMENTAL REVIEW:
Not a CEQA project.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

Original PSA STH Contract FY2023-001 Ward Levy
Resolution Ward Levy
PSA Amendment #1 Ward Levy w scope

STH Contract: FY2023-001

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on September 2, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Ward Levy Appraisal Group, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as providing a restricted appraisal report for the properties outlined in Exhibit A, Scope of Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, "Compensation"** attached hereto and made a part hereof. Total compensation shall not exceed $15,500 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Ryan Ward
Ward Levy Appraisal Group
4357 Montgomery Drive, Suite D
Santa Rosa, CA 95405

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this

Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Ryan C. Ward
Title: President

City:

By: _____ Digitally signed by Anil Comelo Date: 2022.09.01 15:47:34 -07'00'
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____ ethan.walsh@bbklaw.com Digitally signed by: ethan.walsh@bbklaw.com DN: CN = ethan.walsh@bbklaw.com Date: 2022.09.02 06:06:31 -07'00'
Name: Ethan Walsh
Title: City Attorney

CITY OF ST. HELENA

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT FY2023-001 WITH WARD LEVY APPRAISAL GROUP RELATED TO APPRAISAL SERVICES FOR AN ADDITIONAL $34,500 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $50,000.

Recitals

1. On September 2, 2022 the City entered into a PSA with Ward Levy Appraisal Group to assist the City with preparing appraisals for city owned property. The scope of work for that contract has been completed thus requiring an amendment to the PSA for the additional work requested.; and
2. The City began the Surplus Lands Act process formally in 2024 which required current and updated appraisals of City owned properties; and
3. The City of St. Helena has completed the scope of the original agreement and now desires to continue utilizing Ward Levy Appraisal Group to provide support with appraisals; and
4. Expected services include site research, site visits, coordination calls and deliverable of appraisal reports for sites directed by the City and in accordance with the scope of work attached (Exhibit A); and
5. The City of St. Helena and Ward Levy Appraisal Group now desire to amend the Agreement for an additional $34,500 for a total amount not-to-exceed $50,000.

Resolution

A. Now, therefore, the City Council of the City of St. Helena authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY2023-001 in the amount of $34,500 for a total contract amount not to exceed $50,000.

B. Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Summers: _____

Councilmember Kenealy: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

AMENDMENT #1
FOR PROFESSIONAL SERVICES AGREEMENT WITH WARD LEVY APPRAISAL GROUP; STH CONTRACT: FY2023-001 PERTAINING TO APPRAISAL SERVICES FOR AN ADDITIONAL $34,500 FOR A TOTAL AMOUNT NOT-TO-EXCEED $50.000.

This first amendment to Professional Services Agreement with Ward Levy Appraisal Group STH Contract: FY 2023-001 dated September 2, 2022 ("Agreement") is made as of this ____ day of _____, 2024 by and between the City of St. Helena and Ward Levy Appraisal Group.

RECITALS

A. On September 2, 2022 the City entered into a PSA with Ward Levy Appraisal Group to assist the City with preparing appraisals for city owned property. The scope of work for that contract has been completed thus requiring an amendment to the PSA for the additional work requested.; and

B. The City began the Surplus Lands Act process formally in 2024 which required current and updated appraisals of City owned properties; and

C. The City of St. Helena has completed the scope of the original agreement and now desires to continue utilizing Ward Levy Appraisal Group to provide support with appraisals; and

D. Expected services include site research, site visits, coordination calls and deliverable of appraisal reports for sites directed by the City and in accordance with the scope of work attached (Exhibit A); and

E. The City of St. Helena and Ward Levy Appraisal Group now desire to amend the Agreement for an additional $34,500 for a total amount not-to-exceed $50,000.

AGREEMENT

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

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

   “Total compensation shall not exceed $50,000…”

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

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.

Ward Levy Appraisal Group

By: _____

Print Name:_____

Title: _____

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney, St. Helena

CITY OF ST. HELENA
a Municipal Corporation

By:_____
Print Name: Anil Comelo
Title: City Manager

ATTEST:

_____
City of St. Helena City Clerk
Cindy Tzafopolous

EXHIBIT A

WARD LEVY
APPRAISAL GROUP INC

4357 Montgomery Drive, Suite D
Santa Rosa, CA 95405
(707) 921-5052
ryan@wardlevy.com

July 12, 2024

Maya DeRosa, AICP
Planning and Building Director
City of St. Helena | Planning & Community Improvement Department
1088 College Avenue, St. Helena, CA 94574

RE: On Call Appraisal Work

Dear Ms. DeRosa:

The scope of work Ward Levy Appraisal Group, Inc. will perform for the City of St. Helena will be as follows:

- On an as-needed basis Ward Levy Appraisal will provide appraisal reports for the City of St. Helena.
- The project manager and signer of the reports will be Ryan C. Ward, MAI or Robert A. Horning, MAI, both licensed by the CA Bureau of Real Estate Appraisers to appraise all properties regardless of complexity.
- Ward Levy Appraisal Group, Inc. has extensive insurance coverage for the business, worker's comp, E&O and automobile per your requirements.
- The reports will conform to the Uniform Standards of Appraisal Practice (USPAP).
- The fee and turnaround time for the appraisal reports will be dependent on the property to be appraised, the report type and other scope of work elements. For each property the City of St. Helena needs appraised, the appraiser will provide the City of St. Helena with a Scope of Work letter detailing the fees and turnaround time. The appraisal process can commence upon authorization of the scope of work by the City of St. Helena.
- An electronic version of the appraisal report will be delivered within 4 weeks.

Thank you for the opportunity to be of service.

Ryan C. Ward, MAI

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 23, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Authorization for 1) Emergency Generator Rental Services from C&D Power through December 2024 for the Wastewater Treatment Plant MBR Facility for a Not-to-Exceed cost of $151,236, which includes a 10% Contingency, and 2) A Budget increase in the amount of $99,236 utilizing Fund 571 Wastewater Operations fund balance.
RECOMMENDED ACTION:	Authorize the rental costs for emergency back up generator at the wastewater treatment plant.
PREVIOUS COUNCIL ACTION:	City Council has included in the FY 24 and FY 25 budget funds for rental of emergency generator at the Wastewater Treatment Plant. The City Council Authorized Capital Improvement Project S-52 upgrading the wastewater treatment plant to a Membrane Bio Reactor Facility which requires a higher quantity of energy to operate. July 25, 2023 the City Council authorized the purchase of a permanent generator, however the generator had a 12- to 18-month lead time and has not yet been received.
STATEMENT OF THE PURPOSE:	Authorizing the expenditures to rent a backup generator with capacity to power the new MBR facility until the permanent generator is received.
FINANCIAL IMPACT:	The monthly cost to rent a generator for the WWTP is $19,641 per month. Staff believes the permanent generator will arrive no later than December 2024. The total estimated Financial Impact is $151,236, which includes a 10% contingency, of which $52,000 has already been budgeted in FY 2024-25. This action will require a budget amendment in the amount of $99,236 utilizing Fund 571 Wastewater Operations fund balance to increase GL Account 571-50-29-21-25.

BACKGROUND:

In the aftermath of the devastating 2020 wildfires, the City of St. Helena identified risks that were posed against the City during the disaster. One risk identified was that in the event of a disaster, or a PG&E Public Safety Power Shutoff (PSPS), the City does not have back-up power to several critical City facilities that provide essential services to first responders and the citizens of St. Helena. Based on this risk to the City, it was determined it was essential to provide a permanent source of back-up power generation to various facilities to minimize the impacts disasters may have on St. Helena.

On April 30, 2021, City staff submitted an application for a Hazard Mitigration Grant from Cal OES requesting larger capacity generator for the Wastewater Treatment Plant. On March 15, 2023, the City received confirmation from CalOES that it was awarded the Hazard Mitigation Grant Program Application - Wastewater Treatment Plant Emergency Backup Power Project. The total estimated project cost was $971,250 and the City's required match was $242,812.50. The larger capacity generator will allow the City to provide backup power supplies to the Wastewater Treatment Plant during higher risk disasters and support the effluent pump station without interruption and impacts to the public. The generator will also allow the wastewater treatment plant to operate during power outages, minimize the potential for sanitary sewer overflows or filling of the ponds at the wastewater treatment plant, and facilitate ongoing compliance with the City’s NPDES permit.

On July 25, 2023, the City Council approved the Emergency Back-Up Power Project, which included authorizing the purchase of a generator for the Wastewater Treatment Facility for $1.5 million. The order was placed for the generators in August 2023, however the generators have not yet been received. To ensure continuity of essential services during a disaster without interruption, staff has been renting a generator with capacity to power the existing operations and new facility.

DISCUSSION:
The City's contractor that is assisting with the commissioning of the new MBR Facility had indicated that the commissioning would take place in June but has now been delayed until late July or August. Due to the delay of the permanent generator arrival, and the delay of the MBR Treatment Facility commissioning, additional funds are needed for this service. Staff believes the generators should arrive no later than December 2024.

In the interim, continued progress on the WWTP improvement project is highly sensitive to power interruptions. The biological processes require continuous flow of water and aeration in order to mature. The temporary generator is capable of providing adequate power to operate both the existing and new processes affording the City redundancy against sanitary sewage overflows. In addition, the generator protects the commissioning of the new process from delays resulting from PSPS events. The cost of the generator rental was not included in the FY 25 budget as staff believed the permanent generator would arrive. The monthly cost to rent a sufficiently sized generator for the WTP is $19,641 per month and staff had retained the services through our existing contracted generator vendor.

Staff is requesting authorization for a budget increase utilizing wastewater fund balance in the amount of $99,236 to cover the additional cost of generator rentals through December 2024 at a cost of $19,641 per month with a 10% contingency.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution - WWTP Generator Rental

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING 1) EMERGENCY GENERATOR RENTAL SERVICES FROM C&D POWER FOR A NOT-TO-EXCEED COST OF $151,236 FOR EMERGENCY GENERATOR RENTAL SERVICES FOR THE WASTEWATER TREATMENT PLANT (WWTP), AND 2) A BUDGET INCREASE IN THE AMOUNT OF $99,236 UTILIZING FUND 571 WASTEWATER OPERATIONS FUND BALANCE.

RECITALS

A. **WHEREAS**, On July 25, 2023, the City Council approved the Emergency Back-Up Power Project which included the purchase of a permanent generator for the Wastewater Treatment Plant; and

B. **WHEREAS,** The order was placed for the generators in August of 2023, however due to procurement issues, the generators have not yet been received; and

C. **WHEREAS,** to ensure continuity of essential services during a disaster without interruption, a rental generator is required.

D. **WHEREAS,** due to the delay of the generator arrival and the delay of the MBR Treatment Facility commissioning, additional funds are needed to for rental services for continuity of operations; and

E. **WHEREAS,** The monthly cost to rent a generator for the WTP is $19,641 per month and staff had retained the services through the appropriate procurement process.

RESOLUTION

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

1. Approval Rental Agreement with CD Power for emergency generator rental services for a not-to-exceed cost of $151,236, which includes a 10% contingency.

2. Authorize a budget increase of $99,236 to GL Account 571-50-29-21-25 utilizing Wastewater Operations Fund balance.

3. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
Previously authorized in FY 2024-25 Operating Budget	Wastewater Operations	571-50-29-21-25	52,000
Budget Increase in FY 2024-25 Operating Budget	Wastewater Operations	571-50-29-21-25	99,236
Total			**151,236**

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

Council Member Patrick Kenealy: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration/Planning

DATE:	July 23, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a fourth term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution No.2023-128).
RECOMMENDED ACTION:	It is recommended that the City Council approve the attached resolution authorizing election of the current Chair of the Planning Commission (John Ponte) to serve an additional term ending June 2025 as outlined per the City Council Protocol for Committees, Commission and Boards.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	For the City Council to consider and approve the election of the current Chair of the Planning Commission to serve for a fourth term as outlined per the City Council Protocol for Committees, Commission and Boards.
FINANCIAL IMPACT:	N/A

BACKGROUND:
Rule 1 of the Planning Commission By-Laws identifies that the Planning Commission shall elect a Chair and Vice-Chair at their first regular meeting of July.

DISCUSSION:
On July 16, 2024, the Planning Commission unanimously voted to elect current Chair John Ponte to serve as Planning Commission Chair for a fourth term. The Planning Commission bylaws do not include any provisions regarding term limits. However, the City Council Protocol for Committees, Commissions and Boards (Resolution No.2023-128), has the following requirement for term limits and also a process if the Planning Commission unanimously votes to request current Chair serve a third term.

Planning Commissioner John Ponte's term of office expires June 30, 2025, and the appointment as Chair is separate from his term of office.

"Committee Officers. Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless

unanimously agreed upon by the Committee in a vote and approved by the City Council."

As the current Chair was elected by unanimous vote to serve for a fourth term, the City Council needs to consider the request at this time for the election process to be complete.

DOCUMENTS ATTACHMENTS:

Resolution Planning Commission Chairman to Serve Additional Year (John Ponte)
PC BY-LAWS 2018-Final(Votes)
2023-128 - Approving Combining and Reestablishing Protocols for Council, Boards and Commissions
2023-128 Rules of Procedure and Conduct Exhibit A

CITY OF ST. HELENA

RESOLUTION NO. 2024-XXX

Authorizing the Planning Commission Chairperson John Ponte to serve an additional (fourth) year as Chairperson

RECITALS

A. Whereas the City of St. Helena Protocol for Committees, Commissions and Boards (approved by City Council Resolution 2023-128), states, "Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council."; and

B. Whereas on July 16, 2024, the Planning Commission nominated and elected John Ponte to be the commission chair for a fourth year; and

C. Whereas John Ponte service as the Chairperson of the Planning Commission exceeds the two consecutive years; and

D. Whereas there were no other nominations for the position of Chairperson and the votes for John Ponte to serve as the Chairperson of the Planning Commission were unanimous.

RESOLUTION

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

1. Makes the exception to authorize the Planning Commission Chairperson to serve an additional year, ending June 2025.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2024, by the following vote:

Mayor Paul Dohring:

Vice Mayor Eric Hall:

Council Member Anna Chouteau:

Council Member Patrick Kenealy:

Council Member Billy Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

ST. HELENA PLANNING COMMISSION

BY-LAWS

The following rules shall be applicable to the organization of the St. Helena Planning Commission, to the convening or calling of meetings, and to the transaction of business when the Commission has convened and acts or serves in an official capacity, pursuant to law.

ORGANIZATION AND ELECTION AND DUTES OF OFFICERS

RULE 1. The Commission shall elect a Chairperson and Vice Chairperson and designate a Secretary at the first regular meeting of the Planning Commission in July to serve for a period of one year from the date of their election. However, the Planning Commission, by majority vote, may choose to elect a Chairperson or Vice-Chairperson at a different meeting to address a resignation. In the case of a resignation of the Chair, the Vice-Chair shall become the interim Chair until formal election of a new Chairperson occurs.

RULE 2. The Chairperson of the Planning Commission shall preserve order and decorum and shall decide questions of order. The Vice Chairperson shall preside in the absence of the Chairperson.

RULE 3. The Chairperson of the Planning Commission may second any motion and present and discuss any matter as a member of the Commission without having to step down from the Chair and shall be entitled to vote on all matters before the Planning Commission.

RULE 4. The Secretary shall be a City Employee, normally the Planning Director.

RULE 5. The Secretary shall be responsible for the preparation of the Planning Commission minutes and shall assure that all official actions or decisions by the Commission shall be recorded within the minutes. Consistent with Municipal Code section 2.60.030, the Commission shall keep a public record of its resolutions, transactions, findings and determinations. Those records are kept as minutes that summarize Commission action, in the same manner as City Council minutes.

RULE 6. The City Attorney of the City of St. Helena shall be the legal counsel to the Planning Commission.

RULE 7. The video recordings of each meeting are designated as the official record of the Planning Commission agenda and action and are to be made available on the City of St Helena website.

SCHEDULE OF MEETINGS

RULE 8. The Planning Commission shall hold at least two Regular Meetings per month, which shall be held on the first and third Tuesdays of the month. In the event the first or third Tuesday is a holiday, an alternate meeting may be held. An additional Adjourned Meeting may be held, if

necessary. Such regular meetings may be canceled by a vote of the majority of Commission members present at a regular or special meeting or when a quorum is not available. Meetings shall be held in the same locale used by the City Council or at City Hall or the Fire Department starting at 6:00 P.M. Adjourned Meetings, Special Meetings, meeting relocation, or revised starting time shall be by a three-fifths vote of the Planning Commission. Notice of such meeting shall be given in accordance with State law.

RULE 9. Emergency or special meetings may be called as provided in Section 54956 of the Government Code of the State of California.

RULE 10. In the absence of a quorum all items on the agenda shall be continued to the next scheduled meeting.

AGENDA

RULE 11. An agenda shall be prepared by the Secretary of the Planning Commission for each meeting of the Planning Commission.

RULE 12. All matters to be considered by the Commission shall be properly filed with the City in compliance with the provisions, standards, and procedures established by adopted City Ordinances. The Secretary shall not accept for presentation to the Commission any matter unless it is properly made on the prescribed forms properly filled out with all data attached.

RULE 13. Any matter that comes before the Commission orally under Public Forum shall not be discussed or acted upon by the Commission unless and until it is heard as a scheduled agenda item at a Regular, Adjourned, or Special meeting of the Commission.

RULE 14. Request for informal or advance decisions concerning potential future developments or plans will not be considered by the Planning Commission.

RULE 15. The regular order of business of the Commission shall be:

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE & ROLL CALL
3. MINUTES APPROVAL
4. PUBLIC FORUM
5. COMMUNICATIONS & PETITIONS
6. RECOMMENDED CONSENT CALENDAR
7. CONTINUED ITEMS
8. SIGN PERMIT/ADMINISTRATIVE DETERMINATION
9. PUBLIC HEARINGS - PLANNING COMMISSION ACTION IS FINAL (DR/UP/VAR/LLA/TPM)
10. PUBLIC HEARINGS – PUBLIC HEARINGS/RECOMMENDATIONS TO CITY COUNCIL (TSM/ZOTA/GPA/REZONE)
11. NAPA COUNTY REFERRALS
12. SCHEDULED MATTERS
13. REPORTS BY STAFF AND PLANNING COMMISSION
14. AGENDA FORECAST
15. ADJOURNMENT

RULE 16. The Chairperson may revise the order of the agenda for a particular meeting in order to expedite business for the convenience of the public or for improved continuity.

RULE 17. Commission meetings may remain in session up to, but no later than 10:00 P.M. However, the Commission may, by a unanimous vote, extend the meeting if the Commission deems such extension necessary. Otherwise, the meeting shall be adjourned to another day acceptable to the Commission, or unfinished business may be continued to the next Regular Meeting.

CONDUCT OF PUBLIC HEARINGS

RULE 18. Letters, petitions, or other written material pertaining to any item on the agenda may be filed with the secretary of the Commission prior to the time of the public hearing or may be presented to the Commission at the time of the public hearing. The Commission shall consider such material in deciding any issue before it. All written material shall become part of the Commission's file on the agenda item.

RULE 19. Items submitted after packet distribution: Materials related to any item on the Agenda submitted to the Planning Commission after distribution of the agenda packet are available for inspection in the Secretary of the Commission's office at 1480 Main Street, St. Helena, CA during normal business hours. All such materials will be brought to the meeting and will be available for public inspection at the meeting site. Either City Staff or the Chairperson at the hearing shall give public notice of any such materials. If copies are not available in sufficient quantity for interested parties or members of the public at the hearing, the Chairperson shall take reasonable steps to afford all such persons the opportunity to inspect the materials before the start of the hearing on a scheduled matter. The purpose of the foregoing is to avoid the interruption of testimony with requests for inspection of materials.

RULE 20. Any person desiring to address the Planning Commission may, when recognized by the Chairperson, give his or her name and address. A person appearing in a representative capacity shall provide the name and address of each represented party.

RULE 21. Testimony and argument relative to any item scheduled on the agenda as a Public Hearing shall, unless otherwise ordered by the Chairperson, be presented in the following order and within the time limits specified.

a. The Chairperson shall declare the Public Hearing to be open.
b. Disclosure of Ex Parte Communication*
c. Staff Report, including acknowledgement and/or reading of written testimony.
d. Presentation of the project by applicants, and/or agents/consultants directly associated with the project. (10 minutes)
e. Commission questions to staff and the applicant for purposes of clarification of staff report and proposed project.
f. Public Testimony in support or opposition of the project. (4 minutes per person)
g. Applicant and/or staff response to new information or questions raised by public testimony.
h. Chairperson declares public hearing to be closed.
i. Planning Commission debate, and motion.
j. Roll Call Vote.

Note: At the option of the Chairperson the public or applicant may give further testimony on the question, provided it is directly related to the motion.

* Ex Parte Communication is hereby defined as any additional factual information obtained by commissioners that pertains to an individual decision, including visiting a project site, meeting with a project applicant and/or meeting with interested citizens.

RULE 22. The Chairperson may, in the interest of facilitating the business of the Planning Commission, limit the amount of time that a person may use in addressing the Planning Commission. Opponents and proponents shall be given equal opportunity for presentation. A project applicant should always be given the right, reasonable opportunity and time, to respond fully to evidence and arguments presented after the applicant has made his/her opening presentation.

RULE 23. The applicant or his or her appointed representative may, with the permission of the Planning Commission, withdraw, or request a continuance on any matter pending before the Commission at any time prior to the Commission acting on such matter.

VOTING

RULE 24. A majority of the members of the Commission shall constitute a quorum. Unless otherwise required by federal, state or local regulation, the affirmative vote of a majority of the quorum is necessary to take action. If a majority is unable to be assembled on any motion (including a motion to continue a matter to a specific time) relating to a specific project for which the Commission must make a recommendation to the City Council, the project shall be referred to Council with a divided recommendation which reflects the individual votes of the Commissioners. If a majority is unable to be assembled on any motion (including a motion to continue a matter to a specific time) relating to a specific project for which the Commission has final authority, the matter before the Commission shall be deemed denied and the applicant may appeal such decision in accordance with the applicable rules. A tie vote, or deadlock, constitutes a denial unless the applicant requests a continuance of the item to a subsequent meeting at which a quorum is present, prior to a vote to deny the item.

RULE 25. On matters of procedure or order of business the Chairperson may make a motion and without a second and after calling for objection and hearing none, so order. In the event of objection, the Chairperson shall call for a second and a roll call vote.

MISCELLANEOUS

RULE 26. The Commission shall conduct their duties in keeping with the governing standards as provided by the Planning Commission Standards of Conduct document, maintaining the highest level of professionalism during their tenure serving the residents of the City of St. Helena.

RULE 27. Unless otherwise provided by these Rules, all proceedings before the Commission shall be conducted in accordance with and pursuant to the parliamentary rules of procedure as prescribed in "Rosenbergs's Rules of Order."

RULE 28. Testimony and argument relative to any other item on the agenda shall generally follow the procedure for a Public Hearing as may be modified at the discretion of the Chairperson.

RULE 29. Any rule of these By-Laws may be altered, amended, or repealed by majority vote of the Commission (subject to approval by the City Council), except that such alteration, amendment, or repeal shall not affect any pending matter.

RULE 30. Any rule of these By-Laws may be temporarily suspended by unanimous consent of the Commission.

RULE 31. A Resolution of the Planning Commission may be adopted conditionally and referred to the Secretary of the Commission for drafting in proper form.

RULE 32. Commission members shall decide for themselves whether they have a conflict of interest on any matter before the Commission. Such determination shall be made in accordance with State law and the City of St Helena Protocol for Committee, Commissions and Boards or any amendment thereto. When a member has disqualified himself/herself, he/she shall remove himself/herself from the dais stating their reasons for conflict of interest. The member shall also remove himself/herself from the meeting room, unless they are permitted to remain for a qualified interest as set forth in State law.

RULE 33. Failure to adhere to any of these rules does not result in the invalidation of any decision or action of the Planning Commission.

RULE 34. Any violation of these rules does not result in a cause of action against the City of St. Helena.

RULE 35. Subject to compliance with all established laws and regulations, any violation of these rules shall not impact the outcome of a vote or action on a specific project.

Amended, Approved and Adopted at a Regular Meeting of the Planning Commission on July 17, 2018, by the following roll call vote:

MOTION CARRIED BY THE FOLLOWING ROLL CALL VOTE:

AYES: Commissioners Ponte, Monnette and Hardy
NOES: None
ABSENT: Commissioner Knudsen
ABSTAIN: None

CITY OF ST. HELENA

RESOLUTION NO. 2018-116

Resolution of the Council of the City of St Helena adopting revisions to the City of St Helena Planning Commission By-Laws

RECITALS

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

A. Whereas, the City of St. Helena Planning Commission voted unanimously to amend its By-Laws at its Regular Meeting on July 17, 2018; and

B. Whereas, the City of St Helena Protocol for Committees, Commissions and Boards requires City Council approval of any modifications to the By-Laws of a Committee, Commission or Board.

RESOLUTION

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

1. This action is not a project under the California Environmental Quality Act; and
2. The City Council authorizes amendments to the City of St Helena Planning Commission By-Laws and are hereby approved, as amended by the Planning Commission on July 17, 2018 (attached).

Approved at a Regular Meeting of the St. Helena City Council on August 28, 2018, by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Koberstein:	Yes
Councilmember Dohring:	Yes
Councilmember Ellsworth:	Yes

APPROVED:

Alan Galbraith, Mayor

CITY OF ST. HELENA Incorporated March 24, 1878 Re-incorporated May 14, 1899 STATE OF CALIFORNIA

ATTEST:

Cindy Tzafopoulos, City Clerk

RESOLUTION NO. 2023-128

A Resolution of the City Council of the City of St. Helena 1) Rescinding Resolution 2014-45 Protocol for Committees, Commissions and Boards; and 2) Rescinding Resolution 2022-72 Amending Council Rules of Procedure and 3) Approving Combining and Reestablishing Protocols for the City Council, Committees, Commissions and Boards Rules of Procedure for the Conduct of Meetings & Standards of Conduct

RECITALS

A. N July 8, 2014, the City Council adopted Resolution No. 2014-45, establishing the protocols for Committees, Commissions and Boards; and

B. On August 9, 2022, the City Council adopted Resolution No. 2022-72, adopting the most recent amended version of the City Council Rules of Procedure for the Conduct of Council Meetings & Standards of Conduct (the "Rules of Procedure"); and

C. The City Council desires to amend the protocols for the City Council, Committees, Commissions and Boards to combine protocols for all elected and appointed bodies.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED The City Council of the City of St. Helena, California, does resolve as follows:

1. The City Council of the City of St. Helena hereby finds and determines that the foregoing recitals are true and correct; and

2. The City Council rescinds Resolution 2014-45 Protocol for Committees, Commissions and Boards; and

3.The City Council rescinds Resolution 2022-72 Amending Council Rules of Procedure; and

4. This Resolution combines and reestablishes protocols for the City Council, Committees, Commissions and Boards Rules of Procedure for the Conduct of Meetings & Standards of Conduct shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting held on September 26, 2023, by the following vote:

Mayor Paul Dohring:	**YES**
Vice Mayor Eric Hall:	**YES**
Council Member Anna Chouteau:	**YES**
Council Member Lester Hardy:	**YES**
Council Member Billy Summers:	**YES**

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk



Exhibit A

CITY COUNCIL, BOARDS, COMMITTEES & COMMISSIONS

RULES OF PROCEDURE FOR THE CONDUCT OF MEETINGS

&

STANDARDS OF CONDUCT

TABLE OF CONTENTS

1. PURPOSE 4
1.1 Council-Manager Form of Government 4
1.2 City Council Vision and City Council Mission....4

2. RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS 5
2.1 Regular Meeting....6
2.2 Special, Emergency, and Adjourned Meetings 6
2.3 Regular Meeting Agenda 7
2.4 Public Testimony and Comments Before the Council....7
2.5 Roll Call and Voice Votes 9
2.6 Consent Items 9
2.7 Reports....9
2.8 Closing Time of Council Meetings 9
2.9 Old Business....10
2.10 New Business....10
2.11 Office of the Mayor....10
2.12 Office of Mayor Pro Tempore (Vice Mayor) 11
2.13 Action by the Council....11
2.14 Adoption by Majority Vote....11
2.15 Discussion....11
2.16 Ratification of Actions....12
2.17 Procedural Motions....12
2.18 Withdrawal of Motion....13
2.19 Duty to Vote....13
2.20 Introduction and Passage of Ordinance....13
2.21 Closed Sessions....13
2.22 Quorum....14
2.23 Teleconference Attendance Of Council Members At Council Meetings....15
2.24 Public Hearings....24
2.25 Appointments to Committees and Boards....24
2.26 Protocol for Committees, Commissions and Boards(CCB)....25
2.27 Rosenberg's Rules of Order: Simple Parliamentary Procedures

for the 21st Century…….....31

3. CITY COUNCIL STANDARDS OF CONDUCT 31

3.1 Policy Purpose…….....31
3.2 Ethics…….....31
3.3 Code of Ethics and Conduct……. 35
3.4 Enforcement and Sanctions.....40
3.5 Implementation…….....41

APPENDIX

Exhibit–*Rosenberg's Rules of Order*: Simple Parliamentary Procedures for the 21st Century

1. PURPOSE

The purpose for establishing City Council Protocols is to provide an effective environment for the City Council to provide leadership. The protocols may be amended by resolution adopted by a majority vote of the Council Members and should be reviewed on a regular basis to ensure that the document remains helpful to the Council by providing a framework for effective leadership.

The protocols set forth herein are not intended to limit the inherent power and general legal authority of the City Council. Any of the protocols herein may be waived by a majority vote of the Council Members when it is deemed that there is good cause to do so based upon the particular facts and circumstances.

1.1 Council-Manager Form of Government

The City of St. Helena operates according to the Council-Manager form of government which vests authority in an elected City Council which, in turn, hires an appointed executive, the City Manager. The City Council is composed of five members elected from the City on a nonpartisan basis to serve overlapping four-year terms. The Mayor is elected at-large to serve a two-year term as presiding officer at City Council meetings and as the official head of the City for legislative and ceremonial purposes. The City Manager is appointed by the City Council and serves at the pleasure of that body.

The City Council is the City's legislative and policy-making body. Acting as a whole, the City Council is responsible for setting the direction of City policy and for adopting ordinances, resolutions and other orders as necessary for governing the City. The City Manager is responsible for the overall administration of the City, which includes implementation of the general policies set by the City Council in addition to the day-to-day operation of all City functions. The City Manager, with the help of the Staff, provides the City Council with the information needed to fulfill its policy-making role.

The Council-Manager form of government separates legislative and executive responsibilities in a manner similar to state and federal governments. This system provides "checks and balances" of both policy and administrative branches of government by limiting the power of each.

1.2 City Council Vision and City Council Mission

Council Vision

St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and

recreational opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life.

Council Mission

The City of St. Helena is dedicated to serving its citizens by:

- Promoting a culture of equity, diversity and inclusion
- Supporting thriving families and ensuring the health and wellbeing of our youth
- Ensuring our long-term economic sustainability and focusing on new and diverse sources of revenue
- Preventing, preparing for, and mitigating fire and other local emergencies
- Improving and maintaining City infrastructure
- Updating our water management policies to ensure an adequate water supply
- Responding innovatively to climate change challenges and adopting environmentally sustainable best practices
- Preserving our historic, small-town, rural character
- Expanding recreational, active transportation and cultural opportunities
- Facilitating innovative, well-designed housing for residents of all backgrounds, ages and income levels
- Encouraging full civic participation and ongoing communication
- Strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders

(See Resolution Number 2021-62, dated May 11, 2021.)

2. RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

2.1 Regular Meeting

The Council shall hold a Regular Meeting on the second and fourth Tuesday of each month, except that the Council may by motion at a Regular Meeting and with adequate public notice, either cancel that meeting or reschedule it to some other date.

Regular Meetings shall be held at the Vintage Hall Board Room, 465 Main Street, St. Helena, and shall begin at 6:00 p.m. If it is necessary to hold a closed session prior to the start of a Regular Meeting the closed session may begin earlier than the normal starting time to allow the Regular Meeting to begin at 6:00 p.m. Closed session may also occur after a regular meeting was adjourned or outside of a regular meeting day. The closed session shall begin in an open meeting and the Council shall adjourn to closed session.

2.2 Special, Emergency, and Adjourned Meetings

(a) **Special Meetings**. The Mayor or the Vice Mayor in the Mayor's absence or a majority of the members of the Council or the City Manager may at any time call a Special Meeting. At least twenty-four hours before a Special Meeting, written notice of the meeting stating its time and place and the subjects to be considered shall be (a) delivered to the Mayor and each Councilmember personally or by any other means; (b) posted on the Council's principal bulletin board, City website and place of meeting; and (c) emailed to the agenda subscribers. Only those items of business specified in the notice may be considered at a Special Meeting called in this manner.

(b) **Emergency Meeting.** The Council may hold an Emergency Meeting in emergency situations as set forth in the City's Municipal Code and State Law.

(c) **Adjourned Meeting**. A properly called Regular, Special, or Emergency Meeting may be adjourned to a time and place specified. A copy of the notice of adjournment shall be posted as specified on the door of the place where the meeting was held within twenty-four hours after the time of the adjournment. Further notice need not be given of an adjourned session of a properly called Regular, Special, or Emergency Meeting.

2.3 Regular Meeting Agenda

(a) **Setting and Posting of Agenda.** The agenda of business to come before the Council at a Regular Meeting shall normally be closed at the end of eighteen business days preceding the meeting. Under State Law the agenda for a Regular Meeting must be posted at least seventy-two (72) hours prior to the scheduled convening of the Regular Meeting, and no items may be added to the agenda fewer than seventy-two (72) hours prior to the meeting except as may be allowed by State Law. The City Council endeavors to publish the meeting agenda as early as possible prior to the meeting, but no later than 72 hours in advance.(b) **Placing Items on the Council Agenda.** Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Any Council Member may request that an item be considered on a future agenda during that portion of the City Council meeting and, upon agreement by a second Council Member concurring that Staff time and City resources should be expended on the item, the item shall be placed on the soonest practical regularly scheduled Council meeting as determined by the City Manager. A member of the public may request that an item be placed on a future agenda during Public Forum or through other communication with a Council Member. Staff reports may not be prepared on Council Member requested items until Council discussion has occurred and direction provided by the Council unless Staff otherwise determines. If Council action is contemplated, proposed action shall be included in the Staff

report. The City Manager may also add any item of business to a future agenda in his or her sole discretion.

(c) **Agenda Packet Distribution.** Each Councilmember shall be furnished an e-agenda by no later than 5:00 p.m., on the Friday prior to the regular meeting. However, staff will strive to publish the agenda as early as possible. The requirement is to publish 72 hours in advance meeting Brown Act guidelines. The agenda and agenda materials shall be available for public inspection and distribution or copying at that the time of publication. Any agenda materials not included in the agenda package by 5:00 p.m., that Friday shall be separately identified, and the Council may by majority vote continue such agenda item until the following meeting to allow for proper study of the materials.

(d) **Order of Agenda.** The business of the Council shall be taken up for consideration in substantially the following order except as may be otherwise ordered:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Approval of the Minutes
6. Public Forum
7. Reports by Staff and City Council, Future Agenda Items and AB 1234 Reports
8. Presentations and Public Recognitions
9. Staff Briefing
10. Consent Items and Items Removed from Consent
11. Public Hearings
12. Old Business
13. New Business
14. City Council Reports
15. Adjournment

(e) A copy of the agenda and the package of agenda materials shall be made available for public inspection at City Hall.at or near the time they are circulated to the City Council.

2.4 Public Testimony and Comments Before the Council

(a) **Addressing the Council Generally.** Each person addressing the Council may give their name and address (optional) in an audible tone of

voice for the record. Each person's comments are limited to four minutes except as provided in section (b) regarding land use Public Hearings. In the further interest of time, the Mayor may reduce the four-minute time limit for all speakers in circumstances where a large number of citizens intend to make public comments. Additionally, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group. Speakers may not concede their allotted time to another speaker. The Mayor may extend time for the speaker.

(b) **Addressing Council at Land Use Public Hearings.** An applicant appellant at a land use Public Hearing shall be permitted to address the Council for 15 minutes following the Staff report. If there is a spokesperson for the opposition, the spokesperson shall be permitted to speak for 15 minutes. All other speakers are limited to four minutes each. Applicant shall first be permitted five minutes at close of public comments for rebuttal. If the applicant is the appellee the appellant shall have 15 minutes, the applicant appellee shall have 15 minutes, the appellant five minutes, and the applicant appellee five minutes.

(c) **Presentation by Spokesperson.** Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Council, and, in case additional matters are to be presented at the time by any other member of the group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetition before the Council.

(d) **Irrelevant Testimony.** The Mayor shall rule out of order any testimony not relevant to the agenda item then under discussion.

(e) **Protocol.** The purpose of public testimony is for Councilmembers to benefit from the views of the public. Comments from the public should be directed towards the Council. Councilmembers and Staff should avoid entering into a dialogue with members of the public who may address the Council. Questions raised by members of the public may be referred to Staff.

(f) **Public Comment on Agendized Items.** Members of the public are entitled to speak on any item on the agenda during a Public Hearing on the subject matter opened by the Mayor. Each person is entitled to speak on any agenda item only once at any meeting, and the right to speak at the appropriate time waives any further right to address the Council on that item at that meeting. Participation in debate on any item before the Council shall be limited to members of the Council, although Councilmembers may ask members of the public for additional information.

Written communications addressed to the City Council are to be referred to the City Clerk for:

Forwarding to the Council and posting to the appropriate agenda packet item. Written communication must be received at least three hours prior to the meeting to be included in the agenda packet. Written communication will not be read aloud at the meeting.

(g) **Public Comment on Non-Agendized Items.** Members of the public are entitled to speak on matters of municipal concern not on the agenda, during consideration of that portion of the meeting agenda entitled "Public Forum" when that item is called by the Mayor. Each person is entitled to speak on non-agendized items only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with State Law, no substantive discussion may take place unless and until the matter properly appears on the agenda.

2.5 Roll Call and Voice Votes

A roll call vote shall be taken on the approval of the Consent Calendar, the introduction of ordinances, and the adoption of ordinances, resolutions, and orders for the payment of money. Roll call votes shall be entered in the minutes of the Council showing those members voting yes, those voting no, and those abstaining or absent.

Any other motion may be passed by voice vote provided, however, that any Councilmember may request a roll call vote on any items to be voted on.

2.6 Consent Items

Those items on the agenda considered routine by the City Manager shall be grouped together under "Consent Items" and the recommended actions approved by a single vote of the Council. At the request of any Councilmember or any other person present at the meeting, a Consent Item shall be considered separately following approval of the remaining "Consent Items." Items approved under the heading "Consent Items" will appear in the Council minutes in their proper form, as if approved item by item.

2.7 Reports

Under the agenda heading "Reports" the City Manager, other City Staff, and Councilmembers may make reports on matters not on the agenda. Also at this time, Councilmembers or Staff may identify issues or agenda items that need to

be addressed by the City Attorney during the meeting, and may propose future agenda items.

2.8 Closing Time of Council Meetings

Council meetings shall adjourn by 9:00 p.m. However, the Council may by majority vote extend the meeting up to an additional thirty minutes (9:30 p.m.) if the Council deems such extension necessary. A unanimous Council vote shall be required to extend the meeting past 9:30 p.m. and adjourn by 10:00 p.m. Otherwise, the meeting shall be adjourned to another day acceptable to the Council, or unfinished business may be continued to the next regular meeting.

2.9 Old Business

"Old Business" will include uncompleted items carried over from a prior meeting agenda and placed under this agenda heading for consideration.

2.10 New Business

The Council shall not consider any resolution, motion, or matter which does not affect the conduct of the business of the City of St. Helena or its corporate powers or duties as a municipal corporation nor shall the Council consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of the State or Nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of St. Helena or its officers or employees as such.

2.11 Office of the Mayor

The Mayor shall preside at meetings of the Council, shall be entitled to vote on all matters, and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. The Mayor will recognize members that wish to speak.

The Mayor shall have the following powers:

a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;

b) To enforce the Council's rules regarding public testimony and to determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;

c) To ensure that the public has reasonable opportunity to be heard;

d) To entertain and answer questions of parliamentary law or procedure;

e) To call a brief recess at any time;

f) To adjourn in an emergency;

g) To appoint a Vice Mayor subject to Council approval who shall serve during the term of the Mayor, and becomes the Mayor Pro Tempore in the Mayor's absence.

2.12 Office of Mayor Pro Tempore

A Councilmember who serves as Mayor pro tempore shall be entitled to vote on all matters and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. In the Mayor's absence, the Mayor pro tempore shall have the Mayor's powers and duties. If the Mayor should become physically or mentally unable to perform the duties of his or her office, the other Councilmembers may by unanimous vote declare the Mayor is incapacitated and confer the Mayor's powers and duties on the Mayor pro tempore.

When the Mayor declares that he or she is no longer incapacitated, and a majority of the Council concurs, the Mayor shall resume the exercise of his or her powers and duties. If both the Mayor and the Mayor pro tempore are absent from a meeting, the Council may elect from among its members a temporary chair to preside at the meeting.

2.13 Action by the Council

Action by the Council shall be by motions made and voted upon. A motion shall require a second. The Mayor and any other Councilmember may make or second a motion. A substantive motion is out of order while another substantive motion is pending.

2.14 Adoption by Majority Vote

A motion shall be adopted by a majority of the votes cast, a quorum being present, unless otherwise required by these rules or the laws of California. Resolutions, orders for the payment of money, and all ordinances require at least three votes for passage.

2.15 Discussion

The City Council shall address an agenda item as follow:

(a) Staff shall introduce the agenda item and present the Staff report.

(b) City Council shall ask questions of Staff.

(c) The Mayor will invite public comment on the item.

(d) Having received all public testimony, the Council will deliberate on the matter.

(e) If appropriate, the Mayor will entertain a motion, including any motion proposed by the Mayor.

(f) If a motion has received a second, the Mayor shall state the motion and if any Council Member wishes for the discussion, open for additional Council discussion.

(g) The Mayor shall preside over the discussion according to the following general principles:

1. The maker of the motion is entitled to speak first;
2. A person who has not spoken on the issue shall be recognized before someone who has already spoken;
3. To the extent possible, the discussion shall alternate between opponents and proponents of the measure.

2.16 Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

2.17 Procedural Motions

(a) In addition to substantive proposals, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption.

(b) To Adjourn. The motion may be made only at the conclusion of action of a pending substantive matter; it cannot interrupt deliberation of a pending matter.

(c) To Take a Brief Recess.

(d) Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

(e) To Suspend the Rules. The motion requires for adoption a vote of a majority of the quorum of the Council. The Council may not suspend provisions of the rules that are state requirements imposed by law on the Council.

(f) To Divide a Complex Motion and Consider It by Paragraph.

(g) To Call the Previous Question. The motion is not in order until every member has had an opportunity to speak once.

(h) To Continue an Item to a Future Meeting Certain.

(i) To Refer to Staff for Action.

(j) To Amend. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if the amended motion has the same effect as rejection of the original motion. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last amendment is disposed of by a vote.

(k) To Reconsider. The motion must be made by a member who voted with the prevailing side, and only at the meeting during which the original vote was taken, including any continuation of that meeting through adjournment to a time and place certain, or at the next Regular Meeting unless intervening actions taken based on the original action make such reconsideration impracticable. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

(l) To Rescind or Repeal a Previous Action. A motion to rescind or repeal a previous action is not in order if the rescission or repeal is forbidden by law or made inappropriate by virtue of actions taken in accordance with the previous action.

(m) To call for a Straw Vote. The Mayor, at the Mayor's discretion, may call for a Straw Vote among members on any item prior to inviting public testimony or Council comment.

2.18 Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before a vote, with or without the consent of any "seconder" of the motion. However, any other Councilmember may ask to be considered the introducer of the motion and, if again seconded, debate may continue without further interruption.

2.19 Duty to Vote

Every member must vote on every item unless prevented from doing so by virtue of an actual or potential conflict of interest under applicable State Law. Any member who believes he or she has a conflict or potential conflict of interest must announce such at the initiation of discussion or when such conflict or potential conflict becomes apparent, and shall refrain from any part in the debate, deliberations, or voting on that issue, except as allowed by State Law.

2.20 Introduction and Passage of Ordinance

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the Council. The Mayor shall read the title of the ordinance, after which a roll call vote shall be taken to introduce the ordinance. The City Clerk shall then read the ordinance in its entirety unless such reading is waived by a separate motion adopted by unanimous vote of the Councilmembers

present. An ordinance, other than an urgency, may not be passed within five days of its introduction or alteration. Corrections of typographical or clerical errors are not alterations.

2.21 Closed Sessions

(a) The Council may hold closed sessions only as provided for by law and according to the provisions herein.

(b) As part of any regular or special City Council meeting as appropriate, the City Council, the City Attorney, and relevant Staff may discuss and agree upon the need for any future closed sessions, including the legal authority for the closed session and the nature of the matter to be discussed, in adequate detail to meaningfully inform the public while maintaining required confidentiality and any applicable attorney-client privilege. Where the City Manager and City Attorney agree that the nature of a matter requires consideration in closed session, the requirement for prior open session discussion shall not apply.

(c) The City Council agenda for any regular or special Council meeting shall include general information about closed sessions as follows:

> The City Council will convene in open session at the stated time, but will then adjourn to address any closed sessions items listed on the agenda. The public is invited to address the Council with comment on any listed closed session item immediately prior to Council's adjournment into closed session or consistent with any other provisions permitting public comment. The Council will reconvene in Public Session at 6:00 p.m. or at the first Council meeting following any closed session. At that time, if appropriate and as required under the Brown Act, any actions taken during the preceding closed session will be announced by the City Attorney or Mayor. If necessary, the Council may reconvene in closed session to continue discussion of listed items following the completion of open session business.

(d) The City Council agenda for any regular or special Council meeting at which the Council will adjourn to closed session shall provide notice of that closed session as provided for under the Brown Act and shall include a narrative description of the legal authority for the closed session and the nature of the matter to be discussed in adequate detail to inform the public while maintaining required confidentiality or any applicable attorney-client privilege. Reporting out of closed session shall be consistent with the requirements of Brown Act, and may be of greater detail than required when the

disclosure of such detail is not inconsistent with maintaining required confidentiality and any applicable attorney-client privilege.

2.22 Quorum

A majority of the actual membership of the Council, including the Mayor but excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

2.23 Teleconference Attendance Of Council Members At Council Meetings

(a) The City Council Procedures provisions concerning Teleconference Attendance shall apply to all Boards and Commissions as well as the City Council. Requests by Council Members to attend a Council meeting via teleconference appearance are actively discouraged.

(b) Effective January 1, 2023, Assembly Bill 2449 amended the Brown Act, California Government Code Sections 54950 et seq., as it pertains to teleconference meeting participation by legislative body members.

- **Applicability**

(c) When a legislative body member wishes to attend a legislative meeting by teleconference under the provisions of Assembly Bill 2449, codified at California Government Code Section 54953(f) et seq., the following policies and procedures shall apply. Nothing herein is intended to prevent a member's ability to attend a legislative meeting remotely if such attendance is otherwise authorized by Government Code Section 54953.

- **Terms**

(d) "Chairperson" shall mean the Mayor or Chair of the legislative body, as applicable. "Vice-Chairperson" shall mean the Vice Mayor, or Vice-Chair of the legislative body, as applicable.

"City" shall mean City of St. Helena

"Description" shall mean a brief general description of a legislative body member's circumstances that warrant teleconference meeting attendance under the "Just Cause" exception or "Emergency Circumstances" exception, which need not exceed 20 words and need not to disclose any medical diagnosis, disability, or exempt personal medical information. (GC 54953(f)(2)(A)(i)–(ii))

"Disclosure" shall mean an announcement by the Member, made during the legislative meeting where the Member will attend by teleconference, disclosing the presence of other individuals over the

age of 18 in the room at the Member's teleconference location, and the general nature of the individual's relationship to the Member. (GC 54953(f)(2)(B))

"Legislative body" shall have the same meaning as prescribed by Government Code Section 54952, i.e. a body that is subject to the Ralph M. Brown Act." Meeting" and "legislative meeting" shall have the same meaning as prescribed by Government Code Section 54952.2, i.e. a meeting of a legislative body that is required to be noticed under the Ralph M. Brown Act.

"Member" shall mean a member of a legislative body.

"Notification" shall mean a notification from a legislative body member of the Member's need to attend a meeting by teleconference under the "Just Cause" exception. Notifications shall not require legislative body approval. (GC 54953(f)(2)(A)(i))

"Request" shall mean a request from a legislative body member that their legislative body actively approve their request to attend a meeting by teleconference under the "Emergency Circumstances" exception. (GC 54953(f)(2)(A)(ii))

"Teleconference" attendance at a legislative meeting, for purposes of this policy, shall be presumed to be accomplished by Zoom or the equivalent two-way audio-visual virtual software platform in use by the City at that time. "Teleconference" attendance shall mean attendance solely by virtual platform and shall not include a Member who attends a meeting in person and secondarily views the meeting by virtual platform. Provisions of this policy shall apply only to teleconference attendance under AB 2449 and shall not constrain the Member's ability to attend by teleconference under other sections of the Brown Act.

- **Available Exceptions for Teleconference Attendance**

The Member shall be responsible for determining which of the two available exceptions is applicable to the Member's need to attend by teleconference. The Member's determination shall not be investigated by staff as to the veracity of any such request or claim. Such determination shall be subject to review by the legislative body alone. The available exceptions are:

1. "Just Cause" (GC 54953(f)(2)(A)(i))

2. “Emergency Circumstances” (GC 54953(f)(2)(A)(ii))

- **Exceptions Defined**

Exception #1: “Just Cause” circumstances are defined as any one of the following:

a. Caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely.

b. A contagious illness that prevents the member from attending in person.

c. A need related to a physical or mental disability.

d. Travel while on business of the legislative body or another state or local agency.

Exception #2: “Emergency Circumstances” are defined as a physical or family medical emergency that prevents a member from attending in person.

The foregoing definitions are set forth in this policy for convenience; in the event applicable law is changed to amend the nature of qualifying teleconference circumstances, the amended law shall supersede this section.

- **Limitation on Number of Uses**

Members may attend meetings by teleconference under AB 2449 no more than the following number of times per calendar year:

a. City Council: Four (4) meetings per year

b. Planning Commission: Four (4) meetings per year

c. All other Boards, Committees and Commissions: Two (2) meetings per year

The above limitations shall factor in all meetings noticed under the Brown Act, whether Regular, Special, Closed, Joint, or otherwise. In the event a Member attends by teleconference multiple, contiguous meetings held on the same date, each meeting shall be counted separately.

1. Notwithstanding any other provision, a Member may utilize the “Just Cause” exception no more than two (2) times per calendar year.

2. Notwithstanding any other provision, a Member may not attend meetings solely by teleconference for a period of more than three consecutive calendar months.

a. In the event a Member attends meetings solely by teleconference for a period of three consecutive calendar months, or attends meetings by teleconference the maximum number of allowable times per year, the Member must either attend in person; attend by other permissible teleconference provisions; or be counted as absent, for the remaining meetings in that calendar year.

- **Procedure for Legislative Body Members**

A Member wishing to avail themselves of the "Just Cause" exception shall adhere to the following:

1. Notification of the member's need to attend by teleconference, along with the required description of the circumstances creating the need, shall be made in writing prior to the meeting, and/or orally at the start of the subject meeting or during any prior meeting.

a. If the notification and description are delivered prior to the meeting, the Member shall submit the notification and description:

b. In writing by email;

c. To the entire legislative body, preferably to the body's group email address;

d. With a copy to staff.

Such communication to the entire legislative body shall be deemed to be not in violation of the Brown Act.

1. If the notification and description are delivered during a meeting prior to the meeting where the Member wishes to attend by teleconference, the Member shall make the required notification and description during the Member Comments order of business.

2. If the notification and description are delivered at the start of the subject meeting, the Member shall be present on the

teleconference platform at the time the meeting is convened, and at the prompting of the Chairperson, shall make the required notification and description during the meeting prior to the attendance roll call. (Refer to Section 3 below.)

3. The Member shall disclose the presence of any other adults in the room at the teleconference location, and the general nature of their relationship to the member, during the subject meeting. This requirement shall apply regardless of the timing of the notification and description.

4. A Member wishing to avail themselves of the "Emergency Circumstances" exception shall adhere the following:

a. A request that the legislative body approve the Member's request to attend by teleconference, along with the required description of the circumstances creating the need, shall be made in writing prior to the meeting, and/or orally at the start of the subject meeting.

b. If the request and description are delivered prior to the meeting, the Member shall submit the request and description:

- In writing by email;
- To the entire legislative body, preferably to the body's group email address;
- With a copy to staff.

Such communication to the entire legislative body shall be deemed to be not in violation of the Brown Act, so long as there is no discussion of any item of business within the legislative body's jurisdiction. Regardless, the legislative body's action to approve or deny the teleconference request must be taken during a noticed meeting.

b. If the request and description are made at the start of the subject meeting, the Member shall be present on the teleconference platform at the time the meeting is convened, and at the prompting of the Chairperson, shall make the required request and description during the meeting prior to the attendance roll call. (Refer to Meeting Procedures, below.)

5. The legislative body must move to approve or deny the request during the meeting prior to the attendance roll call. (Refer to Meeting Procedures, below.)

6. The Member shall disclose the presence of any other adults in the room at the teleconference location, and the general nature of their relationship to the member, during the subject meeting. This requirement shall apply regardless of the timing of the request and description.

7. Notwithstanding any other provision, teleconferencing Member(s) shall participate through both audio and visual technology. Members may mute their microphone while not speaking, but Members shall be visible through the visual technology at all times during the meeting. In the event a member is not visible, the member shall be noted as absent during that period.

- **Recordkeeping**

The Member shall be responsible for assuring that any description, notification, request, and/or disclosure related to teleconference attendance are made in a manner that may be placed into the meeting record.

1. To the extent that the Member's notification, description and/or request is delivered prior to the meeting, staff shall archive the written communication as agenda correspondence along with the meeting record.

2. To the extent that the Member's notification, description, request, and/or disclosure is delivered during a legislative meeting, staff shall record the same in the minute record, along with record of the legislative body's action to approve or deny any "Emergency Circumstances" requests.

3. The legislative body's Minute Clerk shall keep data regarding each Member's use of teleconference attendance provisions under AB 2449, and apprise the Chairperson if any Member has reached their annual limit. (Refer to Limitation on Number of Uses, above.)

- **Meeting Procedures**

Business to be conducted by the legislative body relating to compliance with these regulations shall be conducted after the Call to Order, but prior to the

attendance roll call, of the meeting where a Member will or may attend by teleconference. The Chairperson shall be responsible for the conduct of this portion of the meeting, with assistance from staff if needed. All related business shall be conducted in a manner that is evident to other meeting attendees and may be recorded in the meeting record. Such business to be conducted prior to attendance roll call shall include, and be conducted in substantially this form:

1. If any Member is not present in person and the Chairperson is not aware of the Member's planned absence, the Chairperson shall acknowledge that the Member either is, or may be, present on the teleconference platform.

2. If necessary, staff shall confirm whether the Member is present on the teleconference platform.

3. If the Member is present on the teleconference platform:

a. If the Member has made their notification or request in writing prior to the meeting: The Chairperson shall note for the record that the Member has submitted a notification and description of the need to attend the meeting by teleconference under the "Just Cause" exception; or made a request and description to be permitted to attend by teleconference under the "Emergency Circumstances" exception.

b. If the Member has not made their notification or request in writing prior to the meeting: The Chairperson shall prompt the Member make their notification of the need to attend the meeting by teleconference, and description of the circumstances giving rise to the need under the "Just Cause" exception; or make their request to be permitted to attend by teleconference, and description of the circumstances giving rise to the need under the "Emergency Circumstances" exception.

c. If the Member makes a request to be permitted to attend by teleconference under "Emergency Circumstances" exception, whether before or during the meeting:

i. Any Member present in person may move to add an item of business to the agenda on an urgency basis to allow the legislative body to act on the Member's request. If no

motion is forthcoming, the Chairperson shall so move. Such action shall comply with Government Code Section 54954.2(b).

ii. Thereafter, the Chairperson shall ask the remaining Members to either approve or deny the request. Any Member may move approval or denial, but if no motion is forthcoming, the Chairperson shall so move. Members shall consider the request in good faith and shall not capriciously deny the request. The request shall be deemed approved if at least a majority (at least 2 of 3, or 3 of 4) of the Members present in person consent.

d. The Chairperson shall, finally, prompt the Member to disclose the presence of any other individuals over the age of 18 in the room at the Member's remote location, and the general nature of the individual's relationship to the Member. Notwithstanding any other provision, this disclosure shall be made on record during the meeting.

e. If the Member is not present on the teleconference platform; if the Member refuses to make the required requests or disclosures; or if the Member's request to attend under the "Emergency Circumstances" exception is made but not approved, the Member shall be recorded as absent. (Refer to Failure to Comply, below.)

f. This process shall be repeated for each Member not present in person who does, or may, wish to attend the meeting by teleconference.

g. The Chairperson shall then prompt the Meeting Clerk to proceed to attendance roll call.

4. In the event the Chairperson wishes to attend a meeting by teleconference, the Vice-Chairperson, if present in person, shall be responsible for performing the Chairperson's duties as outlined above. Thereafter, the teleconferenced Chairperson may chair the remainder of the meeting, or may ask that the Vice-Chairperson do so.

5. In the event both the Chairperson and Vice-Chairperson wish the attend the meeting by teleconference; or in the event the Chairperson wishes to attend by teleconference and the Vice-Chairperson is absent, an Acting Chairperson shall be selected from among the Members attending the meeting in person, in order to perform the Chairperson's duties as outlined above.

6. In the event three (3) or more Members attempt to join a meeting by teleconference; and/or in the event two (2) or fewer Members are present in person at the meeting location; staff shall announce that the meeting cannot be convened.

- **Failure to Comply; Enforcement Measures**

In the event a Member attempts to attend a meeting by teleconference in excess of the allowable number of times per year; in excess of three consecutive months; without making the necessary notices, requests, or disclosures; or if the Member's request to attend under the "Emergency Circumstances" exception is made but not approved, the Chairperson shall, at the start of the meeting prior to the attendance roll call, ask the remaining legislative body members for concurrence to disallow the Member's attendance at the meeting.

After such concurrence, staff shall permit the Member to remain on the teleconference platform, but shall demote the Member to a passive attendee, and note the Member as absent for the attendance roll call, and in the meeting record.

1. Repeated inability or refusal to comply with the provisions of this policy, or related laws, may be grounds for consideration of dismissal of an Advisory Body Member by the City Council.

2. In the event a Member's inability or refusal to attend a meeting by teleconference in compliance with this policy, or related laws, results in the Member being recorded as absent from the meeting, existing policies and laws regulating legislative body member absences (including Bylaw provisions for Advisory Body Members, and Government Code Section 36513 for Council Members) shall apply.

- **Other Compliance Measures**

In addition to the above provisions relating the conduct of legislative body members, whenever at least one Member attends a meeting by teleconference under AB 2449, staff shall be responsible for other applicable compliance measures, including but not necessarily limited to the following:

1. Staff shall assure that each posted agenda provides, and describes, means by which all members of the public may observe or attend the meeting and offer public comment.

2. Staff shall assure that members of the public are allowed to make public comment in real time during all allotted public comment periods while attending at a Member's teleconferencing location, and shall give sufficient time for interested parties to indicate their interest in speaking, and request the Member to unmute their device, in order to allow them to comment via the teleconference platform.

3. Staff shall give notice of, and implement, a procedure for swiftly resolving requests for reasonable accommodations for individuals with disabilities.

4. All votes taken at a meeting where any Member attends by teleconference under the provisions of AB 2449 shall be taken by roll call vote.

- **Conflict Between Law and Policy**

In the event this policy conflicts with applicable state law, as exists or may be amended in the future, state law shall control, and the validity of the remaining sections of this policy shall be unaffected.

2.24 Public Hearings

Public Hearings shall be scheduled and notice published without any action required by the City Council, excepting that the Council may, if it so desires, scheduled a Public Hearing on an item of interest for a date certain. In order to accommodate members of the public responding to a noticed Public Hearing, such Hearings will, to the extent practicable, begin at 6:00 p.m. At the time designated for the Public Hearing, or soon after as is practicable, the Mayor shall direct the attention of the Council Members to the Staff report and Staff may respond to questions from Council members, after which the Mayor shall formally open the Public Hearing and members of the public shall be allowed to speak in accordance with the rules set forth elsewhere in these Rules of Procedure. When the allotted time expires, or when no one wishes to speak who has not done so, the Mayor shall declare the hearing closed.

Following the close of the Public Hearing, the Council may discuss or take action on the matter in accordance with these rules. The Mayor may in his or her discretion allow questions and/or comments from the public after close of Public Hearing.

2.25 Appointments to Committees and Boards

The City Clerk posts a Notice of Vacancy in the City designated posting locations, the City's website and sends a Media Release to the St. Helena Star advertising vacancies to Commissions, Committees and Boards.

Applicants must submit a completed application to the City Clerk and shall be interviewed by the Council at a special meeting prior to a regular meeting. Applicants are requested to list references on their applications and individual Council Members may contact those references as part of the interview process. Council Members contacting references should disclose this information during the appointment process.

Council reviews applicants for appointments to Commissions, Committees and Boards based on interviews and qualifications. At a council meeting following completion of the interviews, the Council shall discuss the applicants and open positions, including the Council members' preferences for applicants. Following these deliberations, the Mayor shall nominate applicants and appointments are subject to approval by the majority of Council.

Depending on the qualifications of the applicants and the needs of the City, there may be times when the City Council does not appoint an applicant who has applied. If an applicant is not appointed, the City Clerk will automatically readvertise for the vacant position(s) to seek additional applicants.

2.26 Protocol for Committees, Commissions and Boards (CCB)

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

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

ROLE AND PURPOSE

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

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

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

MEMBERSHIP AND COMMITTEE STRUCTURE

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

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

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

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

Removal of a member may occur for reasons such as, but not limited to, excessive absences, Brown Act violations, and conduct violations. Excessive absences is defined as failing to attend 3 consecutive meetings or 6 meetings in a 12 month period. Recommendations to the City Council for removal may be made by a committee member, member of the public, staff member, or City Councilmember. Notwithstanding the foregoing, the City Council may in its discretion at any time vote to remove a member of any committee for any reason or none, with or without cause.

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

The chairperson runs the meeting in accordance with the agenda. The vice chairperson has the same powers and duties of the chair if the chair is absent or unable to act. If both the chair and vice-chair are absent or unable to act, the

committee selects by motion and majority vote one member as acting chair for the duration of the meeting or absence.

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

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

MEETING ADMINISTRATION

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

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

If a committee meets but does not have a quorum, either through lack of a quorum at the start of the meeting or due to members leaving the meeting, the

committee may not conduct its regular business. In these instances, the committee may only act to adjourn to the next meeting date, recess, or take measures to obtain a quorum.

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

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

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

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

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

CITY COUNCIL REPORTS

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

City of St. Helena
Meeting Ground Rules

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

[COMMITTEE NAME]

AGENDA - REGULAR MEETING
[MEETING ADDRESS]
[MEETING DATE AND TIME]

1) **CALL TO ORDER**
2) PLEADGE OF ALLEGIANCE
3) **ROLL CALL**: [LIST MEMBERS, COUNCIL LIAISON, AND STAFF LIAISON]

4) **PUBLIC FORUM**: An opportunity for the public to directly address the [Committee] on items of interest to the public that are not listed on the agenda. Any person addressing the [Committee] should provide his or her name and address, and limit comments to five minutes. Because of restrictions imposed by the Brown Act, the [Committee] may not engage in substantive discussion, nor take action on matters not described on the agenda.

5) **REPORTS AND ANNOUNCEMENTS BY MEMBERS AND STAFF**: Reports by staff and/or [Committee] members on items of general interest. Brief questions for clarification may be posed and answered, and [Committee] members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the [Committee].

6) **CONSENT ITEMS**

   6.1 **APPROVAL OF MINUTES**: [Date of minutes]

7) **NEW BUSINESS:**

   7.1 [List each item of business to be transacted or discussed at the meeting, with a brief description generally not exceeding 20 words and an approximate time allocated for the item.]

8) **DISCUSSION OF ITEMS TO BE PLACED ON THE NEXT MEETING AGENDA**

9) **ADJOURNMENT**

The next regularly scheduled [Committee] meeting will be held on [Date]. This agenda was posted at 1088 College Avenue, St. Helena, CA 94574, and or/at [location where meeting will be held] on [Date].

_____

Name, Staff Liaison

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact City Hall at (707) 967-2792. Notification 48 hours prior to the meeting will enable

the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility. The City Clerk has equipment to assist those with a hearing impairment.

2.27 Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

All procedural matters not otherwise provided for in or controlled by state law or by any ordinance, resolution, rule or regulation of the City shall be governed by Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century (attached as Exhibit). However, no ordinance, resolution, or other action of the Council shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Council to observe or follow such rules. Certain procedures relating to motions, agenda item discussion, debate, and courtesies contained in *Rosenberg's Rules of Order:* Simple Parliamentary Procedures for the 21st Century are incorporated into this document, except to the extent they are modified by this Protocol document.

3. CITY COUNCIL STANDARDS OF CONDUCT

3.1 Policy Purpose

The St. Helena City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of St. Helena's City government.

3.2 Ethics

The citizens and businesses of St. Helena are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

(a) **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of St. Helena and not for any private or

personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.

(b) **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of St. Helena in the performance of their public duties.

(c) **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the Staff or public.

(d) **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.

(e) **Conduct at Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.

(f) **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

(g) **Communication.** Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

(h) **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

(i) **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

(j) **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City Staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

(l) **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their

own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(m) **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When communicating in their individual capacity and presenting their individual opinions and positions on public policy matters which fall under the jurisdiction of the City of St. Helena, members shall explicitly state that the opinions or positions being expressed do not represent the City of St. Helena or the body upon which they serve, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.

(n) **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of St. Helena City government as outlined in the St. Helena City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City Staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City Staff; nor shall they impair the ability of Staff to implement Council policy decisions.

(o) **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.

(p) **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to Staff.

(q) AB 1234—Required Ethics Training

AB 1234 requires elected or appointed officials who are compensated for their service or reimbursed for their expenses to take two hours of training in ethics principles and laws every two years. Staff members listed on the conflict of

interest code must also complete the training. It is the City's policy to emphasize the importance of ethics in government and although not required, it is highly encouraged that all advisory body members, including Committees and Commissions, adhere to the same requirements.

The training must occur within two months of assuming office and be renewed within two months of the expiration of the current certificate. The training must cover general ethics principles relating to public service and ethics laws including:

- Laws relating to personal financial gain by public officials (including bribery and conflict of interest laws);
- Laws relating to office-holder perks, including gifts and travel restrictions, personal and political use of public resources, and prohibitions against gifts of public funds;
- Governmental transparency laws, including financial disclosure requirements and open government laws (the Brown Act and Public Records Act);
- Laws relating to fair processes, including fair contracting requirements, common law bias requirements, and due process.

3.3 Code of Ethics and Conduct

The Code of Ethics and Conduct are designed to describe the manner in which elected and appointed officials should treat one another, City Staff, constituents, and others they come into contact with while representing the City of St. Helena.

(a) Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

1. *Honor the role of the chair in maintaining order*
   It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

2. *Practice civility and decorum in discussions and debate*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

3. *Avoid personal comments that could offend other members*
   If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

4. *Demonstrate effective problem-solving approaches*
   Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(b) Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. *Be welcoming to speakers and treat them with care and gentleness.*
   a. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

2. *Be fair and equitable in allocating public hearing time to individual speakers.*
   a. The chair will determine and announce limits on speakers at the start of the public hearing process.

3. *Practice active listening*
   a. It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be

conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

4. *Maintain an open mind*
    a. Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

5. *Ask for clarification, but avoid debate and argument with the public*
    a. Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

(c) Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City Staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. *Treat all Staff as professionals*
    a. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Staff is not acceptable.

2. *Do not disrupt City Staff from their jobs*
    a. Elected and appointed officials should not disrupt City Staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City Staff meetings unless requested by Staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate Staff, and hampers Staff's ability to do their job objectively.

3. *Never publicly criticize an individual employee*
    a. Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about Staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials

should make their comments regarding Staff to the City Manager or the Mayor.

4. *Do not get involved in administrative functions*
    a. Elected and appointed officials acting in their individual capacity must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

5. *Do not solicit political support from Staff*
    a. Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City Staff. City Staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

6. *No Attorney-Client Relationship*
    a. Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her Staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

(d) Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. *Respect Role of Liaison to City's Boards, Committees and Commissions*

    Several of the City's Boards, Committees and Commissions have a Council Member who serves as its Council liaison. The City Council will collectively review and approve liaison appointments annually. Council Members serving as liaisons should act as an advisor and resource to committee/board/commission members and the committee/board/commission's Staff liaison when issues

regarding process, procedure, attendance, interpersonal or public relations arise.

2. *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*

   The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers (whether or not they are serving as liaisons), nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with Staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

3. *Be respectful of diverse opinions*

   A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

4. *Keep political support away from public forums*

   Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

(e) Elected and Appointed Officials' Conduct With Each Other and the Public in Private Encounters

1. *Continue Respectful Behavior in Private*

   The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions, and set forth above in subsections (a) through (d), should be maintained in private conversations, including telephone calls, texts, e-mails or other forms of communication. Council Members and appointed officials shall refrain from abusive conduct, intimidation, bullying tactics, personal charges, or verbal attacks upon the character or motives of other members or the public.

2. *Be Aware of the Insecurity (Non-Confidentiality) of Written Notes, Texts, Voicemail and E-mail*

   Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speakerphone in a full office? What would happen if this E-mail or text message were forwarded to others? Written notes, voicemail messages, texts and E-mail should be treated as potentially "public" communication.

3. *Understand that Even Private Conversations can have Public Presence*

   Elected and appointed officials are always on display — their actions, demeanor, fitness, mannerisms, language and timing and form of communication are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, late-night e-mails will be questioned and casual comments between individuals before and after public meetings noticed.

3.4 Enforcement and Sanctions

(a) Acknowledgement of Code of Ethics and Conduct

Upon assuming office each Councilmember, and each Board, Committee and Commission Member ("Member"), shall sign a statement affirming that he or she has been provided with and has read the Code of Ethics and Conduct. Each Councilmember, Board, Committee and Commission Member, shall adhere to the Code of Ethics and Conduct as well as the Council's Rules of Procedure. Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

. Councilmembers, City Treasurer, City Clerk, Board, Committee, Commission Members and those listed on the conflict of interest code who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees and may be subject to sanctions.

(c) Behavior and Conduct

The St. Helena Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the St. Helena City Council, Boards, Committees and Commissions. Each Member him or herself has

the primary responsibility to assure that he or she understands and satisfies the ethical standards, so that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention. Without violating Brown Act serial meeting requirements, individual Members should point out to the offending Member perceived infractions of the Code of Ethics and Conduct.

(d) *Council Authority*

Under California law, the Council does not have the legal authority to remove Members elected or appointed to the City Council or to otherwise deprive them of their office. However, a majority of the Councilmembers may remove a Councilmember from any or all Council honorary and/or ceremonial positions and ad-hoc and standing committees, as well as from positions with other governmental agencies or other organizations they hold by virtue of appointment by the City Council.

3.5 Implementation

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign the following statement (below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

I affirm that I have read and understand the City of St. Helena Code of Ethics and Conduct for Elected and Appointed Officials.

_____ _____

Signature Date

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	July 23, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Introduction and first reading of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of property frontage debris, surveyor requirements and street repair responsibilities as discussed as directed by Council at the 1/23/24 City Council meeting.
RECOMMENDED ACTION:	Introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading on 8/13/24
PREVIOUS COUNCIL ACTION:	January 23, 2024 - Introduction of Ordinance amending Chapter 12.08 of the SHMC.
STATEMENT OF THE PURPOSE:	To introduce revisions to Title 12 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property.
FINANCIAL IMPACT:	None.

BACKGROUND:

On January 23, 2024, the City Council of the City of St. Helena introduced and waived the first reading of an ordinance amending Chapter 12.08 of the St. Helena Municipal Code. During discussions, the Council expressed a desire to further amend Chapter 12.08 and directed Staff to prepare a separate ordinance addressing Council comments.

The City Council expressed a desire to further amend certain sections of Chapter 12.08 as follows:

- 12.08.020 - Amend Subsection A, to clarify property owner responsibility to maintain the public street is limited to vegetation and debris only and add a provision defining the role of street sweeping performed by the City.
- 12.08.110 - Amend this section to add clarity when a surveyor is required, add discretionary authority for the Director of Public Works and general guidance on when and how to apply the Director's discretionary authority when a surveyor would be required for new, re-constructed or re-aligned sidewalks. Work performed for the purpose of maintenance where existing sidewalk alignment is being retained. Add discretionary authority for Director with guidance.

- 12.08.150 - Simplify phrasing, clarify the enforcement process, the physical extent of owner responsibility (centerline of street or other) and conditions where this section might be invoked.

DISCUSSION:
Staff evaluated the aforementioned sections and Council's direction. Staff prepared the following amendments for consideration:

Staff find that the original 12.08.020 sub-section "A" meets the Council's goal of limiting the provision to vegetation and debris removal only. Staff Recommends leaving the section as-is and adding a provision to make it a duty of the City to provide periodic street sweeping to supplement the efforts of owners subject to the provision. Revised sub-section to read:

- “A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the centerline of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision"

Staff find that Section 12.08.110 does not meet the Council's goal. Staff recommend replacing the section to read:

- "The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained."

Staff find that Section 12.08.150 does not meet the Council's goal. Staff recommend replacing the section to read:

- "When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

  An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars ($50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction”

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

CURRENT.SHMC Section 12.08.Sidewalk Maintenance Revised - Redline Version
CURRENT.SHMC Section 12.08.Sidewalk Maintenance Revised - Clean Version
ORDINANCE.St. Helena Ordinance re Property Owner's Obligation to Maintain Sidewalk-c1

PROPOSED REVISIONS TO SHMC CHAPTER 12.08 – CONSTRUCTION AND MAINTENANCE (OF SIDEWALKS)

Note: Full Chapter shown for context.

12.08.010 Duty of property owners to repair sidewalks.

A. California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. Where authority to enforce State code is vested in the superintendent of streets that authority shall be delegated to the Director of Public Works for the City of St. Helena.

B. Notwithstanding California Streets and Highways Code Section 5610 through 5630 and subsection (A) of this section, the owners of lots or portions of lots fronting on any portion of a public street within the St. Helena city limit shall maintain the sidewalk in such condition that the sidewalk will not endanger persons or property. The sidewalk shall be maintained in a condition which will not interfere with the public convenience in the use of those works.

C. Notwithstanding subsection (B) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek Bridge and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

D. In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the Director of Public Works may establish procedures and design standards which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)

E. Where the provisions of this Chapter and the California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended conflict, the more stringent code shall prevail.

12.08.020 Duty of property owners to clean public right-of-way in front of premises.

A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the center of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision.~~(Prior code § 13.4)~~

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections.

12.08.025 Liability for injuries to the public.

A. Any property owner to whom Sections 12.08.010 and 12.08.020 apply shall owe a duty to members of the public to comply with those sections and with all applicable provisions of California Streets and Highways Code Sections 5610 through 5630, as incorporated by reference into this code. If any property or person suffers injury or damage as a result of a property owner's failure to comply with the requirements of Sections 12.08.010 and 12.08.020, or with other applicable law that requires a property owner to maintain and repair sidewalks, the property owner shall be liable to such person for the resulting injury or damage.

B. Notwithstanding the duty of care established by subsection (A) of this section, if any property or person suffers injury or damage as a result of the city's failure to repair any sidewalk for which the city has the responsibility to maintain and repair under Section 12.08.010, liability for such resulting injury or damage shall be determined according to law. (Ord. 06-3 (part))

12.08.040 Water drains emptying into streets. (No change)

All water drains constructed or maintained for the purpose of discharging water into the public streets shall be so constructed that the waters will not be discharged upon or over any sidewalk or permitted to flow over or across the same, but shall be conducted beneath the sidewalk and discharged into the gutter of the street beneath the curb line thereof. Except as specifically authorized by the director of public works, such drains may be only for the purpose of conducting water from the exteriors of buildings and other improvements and may not drain water or any other materials from within the buildings and other improvements. The director of public works may authorize a special water drain connection for the purpose of disposing of uncontaminated water from an overflow, ground water sump, condenser, or other source. In authorizing a special water drain connection, the director of public works will consider the quality and quantity of water to be drained into the street and possible impacts on the public. All water drains not in compliance with the provisions of this section shall be reconstructed so far as may be necessary to comply with the provisions of this section. (Prior code § 13.6)

12.08.050 Permit required.

It is unlawful for any person to construct or cause to be constructed in any street in the city any sidewalk, driveway approach, curb or gutter without first obtaining a permit in writing to do so from the Director of Public Works or the director's designated representative. (Prior code § 13.13)

12.08.060 Application for permit—Posting of permit.

Any permit granted under the terms of this chapter shall be issued in the format furnished by the city and shall specify the name and address of the applicant, the location of the property in front of which the proposed sidewalk, driveway approach, curb or gutter is to be constructed, the dimensions thereof

and shall refer to this chapter for the materials to be used and the method of construction. Such permit shall be posted in a conspicuous place near the work to be done by the permittee to whom the same may be issued. (Prior code § 13.14)

12.08.070 Permit need not be issued. (No change)

Nothing in this chapter shall be deemed or construed to compel the city council or its duly authorized officer to issue a permit on any application that may be made therefor and as provided in this chapter if, in the judgment of the council or its duly authorized officer, the proposed work is against the best public interests, welfare or convenience. (Prior code § 13.15)

12.08.080 Concrete to be used—Exception.

No sidewalk, driveway approach, curb or gutter shall be constructed of any material other than concrete within the urban limit line unless expressly approved by the Director of Public Works. Asphaltic Concrete (AC) may be used for bikeway, multi-use path, sidewalk, curb and gutter outside the urban limit line with the approval of the Director of Public Works. (Prior code § 13.16)

12.08.090 Plans and specifications.

All sidewalks, driveway approaches, curbs or gutters shall be constructed, reconstructed or repaired in every particular in accordance with city the permit issued therefor. All sidewalks, driveway approaches, curbs or gutters constructed, reconstructed or repaired on streets in the city and accessible by the public shall be constructed in accordance with the standard plans and specifications for concrete sidewalks, driveway approaches, curbs or gutters approved by the Director of Public Works. (Prior code § 13.17)

12.08.100 City Maintenance of Certain Sidewalks.

A. It Is made the duty of the City where public property Is owned by the City in-fee and fronts on any public street therein to keep the sidewalks that are now or may hereafter be built to established along such frontage in a good state of repair so that they shall not endanger person or property passing thereon or interfere with the public convenience in the use thereof.

B. The City may assume responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way by resolution if the City Council finds that there is a public benefit to do so. Resolution shall clearly define the location of the segment of sidewalk, curb or gutter to be City responsibility and the maintenance activities for which the City will be responsible.

C. The City may rescind public responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way previously assumed by resolution of the City Council if the City Council finds that the public benefit cited in the aforementioned resolution no longer exists, never existed or was adopted in error.

12.08.110 Obtaining correct line and grade.

The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained.~~Where the street is unimproved or where the existing curbs are in poor condition or not to official line and grade, owners of property proposing to construct any of the work mentioned in this article must first obtain the correct line and grade from the city engineer. For this service, the city engineer shall charge one dollar ($1.00), which shall be paid in advance. (Prior code § 13.19)~~

12.08.120 Inspection, supervision and approval of work.

All work provided by this chapter shall be done under the supervision and direction and to the satisfaction of the Director of Public Works or the or the director's designated representative, and inspection shall be requested by the permittee when the forms are in place, and no concrete shall be poured until such forms are inspected and approved. (Prior code § 13.20)

12.08.130 Responsibility for injuries—Protection of work (No Change)

The one to whom any permit is provided by this chapter is granted shall thereby become and be responsible for the proper execution of the work, and for all personal injuries or damages to third persons arising from the doing of any of the work specified in such permit, and the permittee shall see that necessary barriers, "Street Closed" signs, lights and watch-men, or any thereof, as may be necessary to prevent accidents to the public and to protect work are provided. (Prior code § 13.21)

12.08.140 Permit fees.

The City Council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. All fees, fines and penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.22)

12.08.150 Repair requirements—Generally.

When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars ($50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction.~~When any portion of any improved street, avenue, lane, alley, court or place in the city, or any sidewalk constructed thereon shall be out of repair, or needing reconstruction, and in condition to endanger persons or property passing thereon, or in condition to interfere with the public convenience in the use thereof, and the Director of Public Works or the director's designated representative has required the owners or occupants of lots or portions of lots fronting on such portion of such street, avenue, alley, lane, court or place, or such portion of such sidewalks so out of repair or needing reconstruction as aforesaid, to repair or reconstruct, or to do both, forthwith, the portion of the street, avenue, lane, alley, court, or place, to the center line of the street in front of the property of which he or she is the owner or tenant, or occupant, by serving written notice in the manner and form prescribed by Sections 5611-5614 of the Streets and Highways Code, as the same has or may hereafter be amended, and the owner or occupant fails or neglects to commence the repair or reconstruction in the manner and form required by the notice within the time period specified in the notice after the service of the same, or to diligently or without interruption prosecute the work to completion, the owner or occupant of such lot or property so failing or neglecting to do such things or any of them, after the service of the notice in the manner and form above described, shall forfeit to the city the sum of fifty dollars ($50.00), which may be recovered by the city in a civil action brought in any court of competent jurisdiction, and shall also be guilty of a misdemeanor. (Prior code § 13.42)~~

12.08.160 Grading and paving along railroad tracks generally. (No Change)

The city council being of the opinion and having in its judgment decided that the method of construction herein provided is necessary, does specify that when any street in the city has or hereafter shall be graded and paved with an asphalt wearing surface, on a concrete or other base, and there are railroad tracks laid in the street, the portions of the street between and under the tracks and for a distance of two feet on each side thereof, shall be graded and paved in the same manner and with the same materials as the rest of the street is graded and paved, subject to the following modifications adjudged by the city council to be necessary for the preservation of the pavement:

The tracks shall be laid flush with the official grade of the street, the rails to be secured to the ties on tie plates three-fourths of an inch in thickness and the ties to be spaced at thirty (30) inches apart center to center, except at joints where one tie will be placed under the end of each rail. Pockets under the rails between ties will be dug out and the entire width of the roadbed brought to the form shown on the plans hereinafter referred to, and the pockets and the space above the level of the base of the tie plates shall be filled with concrete thoroughly tamped and worked into such pockets and brought up solidly under the base of the rails and elsewhere brought to a true finish one and one-half inches below the official grade of the street and parallel thereto.

Paving bricks of good quality and suitable shape shall be set alongside the heads of "T" rails as shown on such plans; these to be set on sand cushions as shown therein. Where grooved rails are used, the pavement surface shall be finished with asphaltic paving mixture only.

After the paving bricks are set in place the space occupied by the toothing shall be filled with concrete. The joints between the tracks and the rails shall be filled with asphaltic cement.

Upon the base thus formed shall be laid an asphaltic wearing surface one and one-half inches in thickness and to the official line and grade of the street. It shall be laid and constructed in like manner as the wearing surface on adjacent portions of the street on each side of the railroad.

The plan and specifications for the paving, prepared by C. H. Wallace, former town engineer, and filed in the office of the city clerk are adopted for a further description of the method of doing the work and by special reference thereto are made a part of this section; provided, that when any of the work is done under contract awarded by any of the officials of the city, the superintendent therein referred to shall be the street superintendent and when any of the work is done by private contract executed by any person or corporation owning any of the railroad tracks within the city, the superintendent of streets shall not have charge of the work, although he or she shall have the right to inspect the same as therein provided and to require that it shall be done in accordance with the regulations herein adopted. Any work not so done will not be accepted by the city. (Prior code § 13.43)

12.08.170 Grading and paving along railroad tracks—Enforcement by Director of Public Works.

It is made the duty of the Director of Public Works to enforce the provisions of Sections 12.08.160 through 12.08.180. In all cases where there are railroad tracks laid in any street so graded and paved with an asphalt wearing surface on a concrete or other base material and any portion of the street between and under the tracks and for the distance of two feet on each side thereof has not been graded and paved, in accordance with the provisions of said sections or where such pavement or the foundation thereof has become defective or out of repair, the Director of Public Works shall cause a written notice to be served upon the person owning or maintaining the railroad tracks, in which notice he or she shall specify generally the nature and kind of the work required, and shall direct the person to perform the same and it shall thereafter be the duty of any such person to commence the work within ten (10) days after the service of the notice, and to prosecute the same diligently and without the intermission until the same be completed, under the inspection and to the satisfaction of the superintendent of streets and to furnish and use thereon all appliances and workmen that may be required therefor and designated by the superintendent of streets. When any such pavement is hereafter required to be repaired under the provisions of said sections, it must be repaired in accordance with the provisions of Section 12.08.160 for the original construction of the pavement. (Prior code § 13.44)

12.08.180 Failure to comply.

Should any person fail to grade or pave any such street as required by Sections 12.08.160 through 12.08.180 or to comply with any notice that the director of public works may cause to be served upon such person under the provisions of said sections or to comply with any direction that he or she may lawfully give as to the manner of doing the work during the course thereof, or to repair any defective pavement or foundation now or hereafter laid on any of the streets between or under the tracks or for a distance of two feet on each side thereof, in accordance with the requirements of said sections for the original construction of the work, or to repair any defective pavement under or between the tracks, or for a distance of two feet on each side thereof on any street, after written notice from the director of public works so to do; such person so failing therein shall be guilty of an infraction for each and every day that such person shall fail therein after receiving notice from director of public works, so to do. Nothing in Sections 12.08.160 through 12.08.180 contained shall be construed to relieve any such person from liability for any damage that may accrue by reason of his or her nonperformance of the

work or to abate or modify any other remedy that the city may have to enforce the performance of the same or to forfeit the franchise of any such person. (Prior code § 13.45)

PROPOSED REVISIONS TO SHMC CHAPTER 12.08 – CONSTRUCTION AND MAINTENANCE (OF SIDEWALKS)

Note: Full Chapter shown for context.

12.08.010 Duty of property owners to repair sidewalks.

A. California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. Where authority to enforce State code is vested in the superintendent of streets that authority shall be delegated to the Director of Public Works for the City of St. Helena.

B. Notwithstanding California Streets and Highways Code Section 5610 through 5630 and subsection (A) of this section, the owners of lots or portions of lots fronting on any portion of a public street within the St. Helena city limit shall maintain the sidewalk in such condition that the sidewalk will not endanger persons or property. The sidewalk shall be maintained in a condition which will not interfere with the public convenience in the use of those works.

C. Notwithstanding subsection (B) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek Bridge and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

D. In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the Director of Public Works may establish procedures and design standards which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)

E. Where the provisions of this Chapter and the California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended conflict, the more stringent code shall prevail.

12.08.020 Duty of property owners to clean public right-of-way in front of premises.

A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the center of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision.

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections.

12.08.025 Liability for injuries to the public.

A. Any property owner to whom Sections 12.08.010 and 12.08.020 apply shall owe a duty to members of the public to comply with those sections and with all applicable provisions of California Streets and Highways Code Sections 5610 through 5630, as incorporated by reference into this code. If any property or person suffers injury or damage as a result of a property owner's failure to comply with the requirements of Sections 12.08.010 and 12.08.020, or with other applicable law that requires a property owner to maintain and repair sidewalks, the property owner shall be liable to such person for the resulting injury or damage.

B. Notwithstanding the duty of care established by subsection (A) of this section, if any property or person suffers injury or damage as a result of the city's failure to repair any sidewalk for which the city has the responsibility to maintain and repair under Section 12.08.010, liability for such resulting injury or damage shall be determined according to law. (Ord. 06-3 (part))

12.08.040 Water drains emptying into streets. (No change)

All water drains constructed or maintained for the purpose of discharging water into the public streets shall be so constructed that the waters will not be discharged upon or over any sidewalk or permitted to flow over or across the same, but shall be conducted beneath the sidewalk and discharged into the gutter of the street beneath the curb line thereof. Except as specifically authorized by the director of public works, such drains may be only for the purpose of conducting water from the exteriors of buildings and other improvements and may not drain water or any other materials from within the buildings and other improvements. The director of public works may authorize a special water drain connection for the purpose of disposing of uncontaminated water from an overflow, ground water sump, condenser, or other source. In authorizing a special water drain connection, the director of public works will consider the quality and quantity of water to be drained into the street and possible impacts on the public. All water drains not in compliance with the provisions of this section shall be reconstructed so far as may be necessary to comply with the provisions of this section. (Prior code § 13.6)

12.08.050 Permit required.

It is unlawful for any person to construct or cause to be constructed in any street in the city any sidewalk, driveway approach, curb or gutter without first obtaining a permit in writing to do so from the Director of Public Works or the director's designated representative. (Prior code § 13.13)

12.08.060 Application for permit—Posting of permit.

Any permit granted under the terms of this chapter shall be issued in the format furnished by the city and shall specify the name and address of the applicant, the location of the property in front of which the proposed sidewalk, driveway approach, curb or gutter is to be constructed, the dimensions thereof

and shall refer to this chapter for the materials to be used and the method of construction. Such permit shall be posted in a conspicuous place near the work to be done by the permittee to whom the same may be issued. (Prior code § 13.14)

12.08.070 Permit need not be issued. (No change)

Nothing in this chapter shall be deemed or construed to compel the city council or its duly authorized officer to issue a permit on any application that may be made therefor and as provided in this chapter if, in the judgment of the council or its duly authorized officer, the proposed work is against the best public interests, welfare or convenience. (Prior code § 13.15)

12.08.080 Concrete to be used—Exception.

No sidewalk, driveway approach, curb or gutter shall be constructed of any material other than concrete within the urban limit line unless expressly approved by the Director of Public Works. Asphaltic Concrete (AC) may be used for bikeway, multi-use path, sidewalk, curb and gutter outside the urban limit line with the approval of the Director of Public Works. (Prior code § 13.16)

12.08.090 Plans and specifications.

All sidewalks, driveway approaches, curbs or gutters shall be constructed, reconstructed or repaired in every particular in accordance with city the permit issued therefor. All sidewalks, driveway approaches, curbs or gutters constructed, reconstructed or repaired on streets in the city and accessible by the public shall be constructed in accordance with the standard plans and specifications for concrete sidewalks, driveway approaches, curbs or gutters approved by the Director of Public Works. (Prior code § 13.17)

12.08.100 City Maintenance of Certain Sidewalks.

A. It Is made the duty of the City where public property Is owned by the City in-fee and fronts on any public street therein to keep the sidewalks that are now or may hereafter be built to established along such frontage in a good state of repair so that they shall not endanger person or property passing thereon or interfere with the public convenience in the use thereof.

B. The City may assume responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way by resolution if the City Council finds that there is a public benefit to do so. Resolution shall clearly define the location of the segment of sidewalk, curb or gutter to be City responsibility and the maintenance activities for which the City will be responsible.

C. The City may rescind public responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way previously assumed by resolution of the City Council if the City Council finds that the public benefit cited in the aforementioned resolution no longer exists, never existed or was adopted in error.

12.08.110 Obtaining correct line and grade.

The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained.

12.08.120 Inspection, supervision and approval of work.

All work provided by this chapter shall be done under the supervision and direction and to the satisfaction of the Director of Public Works or the or the director's designated representative, and inspection shall be requested by the permittee when the forms are in place, and no concrete shall be poured until such forms are inspected and approved. (Prior code § 13.20)

12.08.130 Responsibility for injuries—Protection of work (No Change)

The one to whom any permit is provided by this chapter is granted shall thereby become and be responsible for the proper execution of the work, and for all personal injuries or damages to third persons arising from the doing of any of the work specified in such permit, and the permittee shall see that necessary barriers, "Street Closed" signs, lights and watch-men, or any thereof, as may be necessary to prevent accidents to the public and to protect work are provided. (Prior code § 13.21)

12.08.140 Permit fees.

The City Council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. All fees, fines and penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.22)

12.08.150 Repair requirements—Generally.

When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars ($50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction.

12.08.160 Grading and paving along railroad tracks generally. (No Change)

The city council being of the opinion and having in its judgment decided that the method of construction herein provided is necessary, does specify that when any street in the city has or hereafter shall be graded and paved with an asphalt wearing surface, on a concrete or other base, and there are railroad tracks laid in the street, the portions of the street between and under the tracks and for a distance of two feet on each side thereof, shall be graded and paved in the same manner and with the same materials as the rest of the street is graded and paved, subject to the following modifications adjudged by the city council to be necessary for the preservation of the pavement:

The tracks shall be laid flush with the official grade of the street, the rails to be secured to the ties on tie plates three-fourths of an inch in thickness and the ties to be spaced at thirty (30) inches apart center to center, except at joints where one tie will be placed under the end of each rail. Pockets under the rails between ties will be dug out and the entire width of the roadbed brought to the form shown on the plans hereinafter referred to, and the pockets and the space above the level of the base of the tie plates shall be filled with concrete thoroughly tamped and worked into such pockets and brought up solidly under the base of the rails and elsewhere brought to a true finish one and one-half inches below the official grade of the street and parallel thereto.

Paving bricks of good quality and suitable shape shall be set alongside the heads of “T” rails as shown on such plans; these to be set on sand cushions as shown therein. Where grooved rails are used, the pavement surface shall be finished with asphaltic paving mixture only.

After the paving bricks are set in place the space occupied by the toothing shall be filled with concrete. The joints between the tracks and the rails shall be filled with asphaltic cement.

Upon the base thus formed shall be laid an asphaltic wearing surface one and one-half inches in thickness and to the official line and grade of the street. It shall be laid and constructed in like manner as the wearing surface on adjacent portions of the street on each side of the railroad.

The plan and specifications for the paving, prepared by C. H. Wallace, former town engineer, and filed in the office of the city clerk are adopted for a further description of the method of doing the work and by special reference thereto are made a part of this section; provided, that when any of the work is done under contract awarded by any of the officials of the city, the superintendent therein referred to shall be the street superintendent and when any of the work is done by private contract executed by any person or corporation owning any of the railroad tracks within the city, the superintendent of streets shall not have charge of the work, although he or she shall have the right to inspect the same as therein provided and to require that it shall be done in accordance with the regulations herein adopted. Any work not so done will not be accepted by the city. (Prior code § 13.43)

12.08.170 Grading and paving along railroad tracks—Enforcement by Director of Public Works.

It is made the duty of the Director of Public Works to enforce the provisions of Sections 12.08.160 through 12.08.180. In all cases where there are railroad tracks laid in any street so graded and paved with an asphalt wearing surface on a concrete or other base material and any portion of the street between and under the tracks and for the distance of two feet on each side thereof has not been graded and paved, in accordance with the provisions of said sections or where such pavement or the foundation thereof has become defective or out of repair, the Director of Public Works shall cause a written notice to be served upon the person owning or maintaining the railroad tracks, in which notice he or she shall specify generally the nature and kind of the work required, and shall direct the person to perform the same and it shall thereafter be the duty of any such person to commence the work within ten (10) days

after the service of the notice, and to prosecute the same diligently and without the intermission until the same be completed, under the inspection and to the satisfaction of the superintendent of streets and to furnish and use thereon all appliances and workmen that may be required therefor and designated by the superintendent of streets. When any such pavement is hereafter required to be repaired under the provisions of said sections, it must be repaired in accordance with the provisions of Section 12.08.160 for the original construction of the pavement. (Prior code § 13.44)

12.08.180 Failure to comply.

Should any person fail to grade or pave any such street as required by Sections 12.08.160 through 12.08.180 or to comply with any notice that the director of public works may cause to be served upon such person under the provisions of said sections or to comply with any direction that he or she may lawfully give as to the manner of doing the work during the course thereof, or to repair any defective pavement or foundation now or hereafter laid on any of the streets between or under the tracks or for a distance of two feet on each side thereof, in accordance with the requirements of said sections for the original construction of the work, or to repair any defective pavement under or between the tracks, or for a distance of two feet on each side thereof on any street, after written notice from the director of public works so to do; such person so failing therein shall be guilty of an infraction for each and every day that such person shall fail therein after receiving notice from director of public works, so to do. Nothing in Sections 12.08.160 through 12.08.180 contained shall be construed to relieve any such person from liability for any damage that may accrue by reason of his or her nonperformance of the work or to abate or modify any other remedy that the city may have to enforce the performance of the same or to forfeit the franchise of any such person. (Prior code § 13.45)

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 12.08 OF THE ST. HELENA MUNICIPAL CODE REQUIRING PROPERTY OWNERS TO MAINTAIN, REPLACE, AND REPAIR SIDEWALK FRONTING THEIR PROPERTY

WHEREAS, Title 12 (Streets, Sidewalks and Public Spaces) of the City of St. Helena's (City) Municipal Code contains regulations relating to sidewalks; and

WHEREAS, Chapter 12.08 of Title 12 of the City's Municipal Code regulates the construction and maintenance of sidewalks; and

WHEREAS, Section 12.08.010(A) of the City's Municipal Code provides that a property owner is financially responsible for maintaining the sidewalk that fronts their property; and

WHEREAS, the City Council desires to clarify that property owner responsibility under Section 12.08.020 is to maintain the public street is limited to vegetation and debris only and add a provision defining the role of street sweeping performed by the City; and

WHEREAS, the City Council wishes to further clarify when a surveyor is required, add discretionary authority for the Director of Public Works and general guidance on when and how to apply the Director's discretionary authority; and

WHEREAS, the City Council wishes to clarify the enforcement process described in Section 12.08.150, the physical extent of owner responsibility (centerline of street or other) and conditions where this section might be invoked.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals: This Ordinance incorporates, and by this reference makes a part hereof, the aforementioned recitals;

SECTION 2. Amendment to Municipal Code Section 12.08.020. Section 12.08.120(A) of the City's Municipal Code is hereby amended to read as follows:

"A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the centerline of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision".

SECTION 3. Amendment to Municipal Code Section 12.08.110**.** Section 12.08.110 is hereby amended to read as follows:

"The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained."

SECTIONS 4. Amendment to Municipal Code Section 12.08.150. Section 12.08.150 is hereby amended as follows:

"When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars ($50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction."

SECTION 3. 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 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Effective Date. This ordinance shall take effect and be in force thirty (30) days after its 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 _____, 2024, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

_____
Cindy Tzafopoulos, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2024, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Public Works

DATE:	July 23, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Discussion and Direction Regarding Downtown Paver Rehabilitation strategies between Adams Street and Pope Street
RECOMMENDED ACTION:	Staff recommends revising the project to align with the scope of Option 2 • The project becomes repair and maintenance focused, targets specific surface needs • Minimizes expenditure on non-critical items • Allows time for due process for tree size and species selection Replacement Trees: • Use 15 Gallon size trees which are more cost effective (14 trees) thereby saving $40,000 (or $170,000) • Chinese Pistache is the recommended specie (and if not available one of the others listed above), or • If a species of the larger trees is desired, staff recommends London Plane Upon receiving direction from Council, staff will amend the project documents to reflect the direction. The project will be promptly advertised in anticipation of construction in the Fall months.
PREVIOUS COUNCIL ACTION:	The Project is included in the approved, current Capital Improvement Program. Discussion and direction provided by City Council on April 9, 2024. Approval of plans on June 11, 2024.
STATEMENT OF THE PURPOSE:	To provide updated information to City Council and receive direction regarding project scope and budget for downtown paver repair options.
FINANCIAL IMPACT:	The fiscal impact varies among proposed project scopes. The fiscal impact will be presented and determined upon City Council direction.

BACKGROUND:

There has been a long standing desire to improve the downtown sidewalks for a variety of reasons. The need to eliminate the undulation and minimize trip hazard has become more and more urgent. This was the initial intent of the previously authorized plan to address the trip hazard as part of the so-called temporary plan.

The more comprehensive plan for the rehabilitation of downtown St. Helena's sidewalks and streetscape culminated in the 2020 *Mainstreet Pedestrian Improvement Project* which was developed by BKF Engineers and Gates and Associates Landscape Architects. This plan was finalized in 2023 and represents what has come to be known as the *Cultivate St. Helena* design initiative. This wide-ranging plan for the Main Street pedestrian corridor includes new sidewalks, new and relocated trees, street furniture, new irrigation and electrical infrastructure and was developed with considerable input from the community and downtown businesses.

In 2023, the project was separated into two components due to rapidly increasing construction cost projections and the lack of identified funding sources. Phase 1A, encompasses Main Street from Adams Street to Pine Street. This portion is funded through a federal grant and the improvements will be consistent with the finalized *Cultivate St. Helena* plan. Phase 1B, encompasses Main Street from Adams Street to Mitchell Drive, and Staff had continued to work to identify a funding strategy to proceed with this portion of the project. In late 2023, the City was visited by Urban Land Institute (ULI), who presented design concepts resulting in significant reconfigurations of the corridor, including the idea of expanded sidewalks. Ultimately these ideas warrant further exploration and vetting. This exploration and vetting will be accomplished through the *Downtown Specific Plan* (DSP) process. The City has retained an urban design and land use consultant who is tasked with developing the City's *Downtown Specific Plan*. This plan will aggregate and integrate all previous design initiatives, concepts and strategies through robust stakeholder, Staff and Council engagement. The City is in the beginning phases of DSP endeavor, which could take up to two years to finalize.

On April 9, 2024, Staff presented options and scenarios, to address the immediate needs of the condition of the sidewalks for Phase 1B resulting with staff being directed to pursue option A1:

Option A1 - Temporary Replacement of Pavers - Total Cost: $500,000
This option proposes to remove and reinstall the existing pavers. Staff is proposing the removal and retrofit of the base material, removal of trees (34) impacting the pavers and the replacement of the existing pavers. With this option, no trees would be replaced, no curb and gutter would be replaced, no sewer laterals would be replaced, and the existing concrete sidewalk would remain. Replacement of the 34 trees would be an additional $51,000.

DISCUSSION:

Upon the receipt of Council direction, Staff immediately began defining the scope of the project, and developing plans and specifications. The scope of the project began to evolve from the original Option A1 as presented, to include additional tree removals, additional tree replanting, increased tree size, replacing sections of curb and gutter, and replacement of sewer laterals (separate funding source). This current plan can be reviewed as Attachment 1. The development of the project has reached a point where strategic decisions need to be made as the overall scope and varying project specifics pose significant financial implications and create complications in developing an effective bid package.

Scope of Project

The central goal of the project has been to address the unsafe conditions of the downtown sidewalk pavers. The original Option 1A suggested removing and resetting *all* pavers and removing and replacing 34 trees. In this scenario, sections of pavers may be removed and reset that currently do not pose a safety issue, and trees will be removed that could otherwise remain if the adjoining path of travel can be corrected with root cutting and excavation. Alternatively, the scope of paver removal and resetting could be targeted to only the affected areas, and tree removal for those trees which root cutting would not be effective. The revised, smaller project scope can be reviewed as Attachment 2. The cost projections between the different approaches are significant.

After internal discussions and in consultation with stakeholders, consultants, staff now believes that we need to consider going back to the original goal of the project which was to make the sidewalks safer to use. Specifically, we believe that the City should address the undulation by removing and repacking the pavers only were needed. This will require focused trimming of roots, removal of problem trees, a more limited replanting of approximately 15 trees (as opposed to the previously estimated 40 trees). This would avoid overinvesting in the temporary mitigations, and allow proper time for the inclusive design process, which will include comprehensive replacement tree selection, through the current DSP process.

Size of Tree Replacements

Unlike the plan authorized on June 11, which would have required replacement of about 34 trees, staff is now proposing a more limited scope of installing only 14 new trees (removal of only 9 existing trees). This means that the vast majority of trees will remain and continue to provide shade. Given that not all the existing trees are being removed, staff recommends the new trees be the smaller 15 Gallon types. While the smaller trees will not provide shade right away, all trees will need to be removed/replaced when the more permanent revitalization of the sidewalks is eventually undertaken. Further, the difference in cost of installing the larger trees is significant at approximately $40,000 for Option 2, and $170,000 for Option 1. Given the City's budget circumstance and the potentially temporary nature of the installation, staff recommends that the 15 Gallon trees be installed.

It is important to consider that in the *Cultivate St. Helena* plan and presumably in the forthcoming DSP plan, the trees will be relocated from their current locations. Additionally, if the City proceeds with the installation of larger trees in the current efforts, the trees may not be salvageable if and when the DSP plan is realized. If the City chooses to pursue the larger tree replacement for the original project scope, it is estimated that 27 trees could be replaced with 48" Box size and 12 trees could be replaced with a 24"/36" Box size. If the City chooses to pursue the larger tree replacements for a smaller project scope, it is estimated that 9 trees could be replaced with 48" Box size and 2 trees could be replaced with 24"/36" Box size.

Species of Replacement Trees

The *original* 2020 *Cultivate St. Helena* design specified 5 varieties of trees for replacement. When the plan was reviewed by The Public Works staff and the City Arborist in January 2023, prior to the finalization, the City changed to the varietal selection as follows:

- City Sprite Zelkova
- Lagestromia Crape Myrtle
- Chinese Pistache
- Streetwise Trident Maple
- Aeryn Trident Maple
- Nyssa Sylvatica

In consultation with community members and a city consultant, staff has come up with the following three species primarily because of the more expansive shade canopy.

- London Plane
- Zelkova
- Red Maple

Generally, this suggestion to revisit the varietal selection will be a very important consideration if the City proceeds with the larger project scope. If the City chooses to proceed with a smaller project scope, the varietal selection becomes less consequential. Staff is requesting Council to also consider and direct staff regarding varietal selection.

Updated Options

The current project scope, trajectory and outstanding variables now require a consensus that has moved beyond staff level decision making. Staff is requesting City Council to revisit the project and discuss and provide direction regarding the scope of work and tree selection. Staff has prepared two options for City Council to consider.

Option 1

- Remove 35 trees
- Repair Curb and Gutter (Various sections totaling 380')
- Replant 39 trees (Plant additional trees in currently empty tree wells)
- Remove and reset ***all*** pavers
- Pressure wash pavers
- 15 Gallon replacement trees: $650,000*
- Larger replacement trees: $820,000*

Option 2

- Remove 11 trees (currently identified as problem trees), Root trim the remaining
- Repair Curb and Gutter (Various sections totaling 200')
- Replant 14 trees (Plant additional trees in currently empty tree wells)
- Remove and reset *only undulated* sections of pavers
- Pressure wash pavers
- 15 Gallon replacement trees: $240,000*
- Larger replacement trees: $280,000*

*Estimate

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 - Large Scope Plan
Attachment 2 - Small Scope Plan

CITY OF ST. HELENA

DOWNTOWN SIDEWALK REHABILITATION PROJECT PHASE 1B

JULY 2024

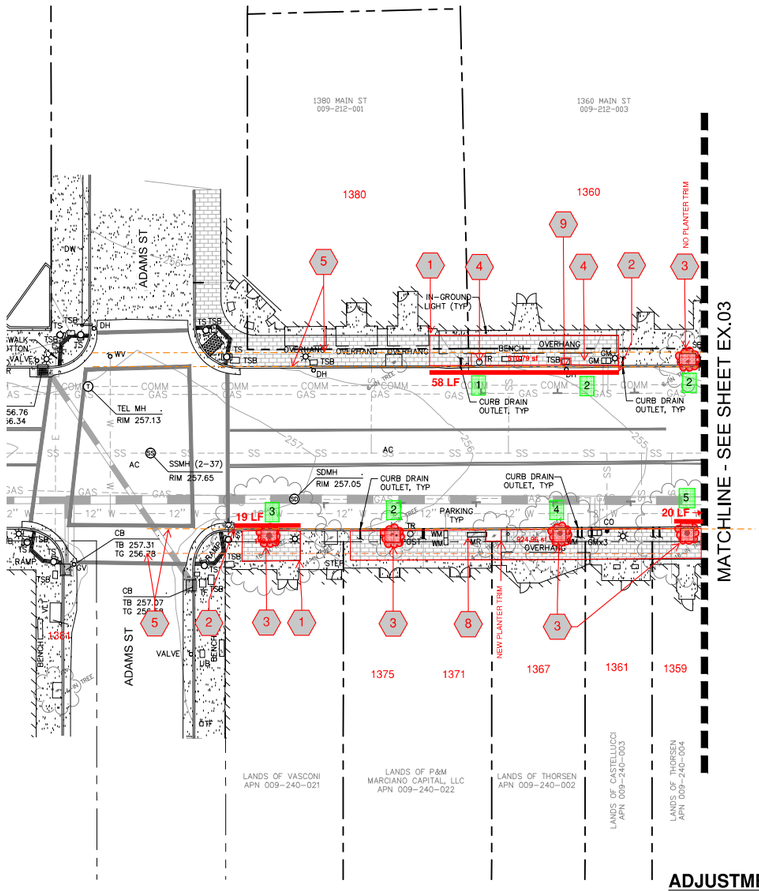
FOR THE CITY OF ST. HELENA PUBLIC WORKS

TREE REPLACEMENTS:

1 - CITY SPRITE (MED) - 6 EA
2 - LAGESTROMIA (SM) - 18 EA
3 - CHINESE PISTACHE KEITH DAVEY SEEDLESS (MED) - 2 EA
4 - TRIDENT MAPLE STREETWISE (LARGE) - 5 EA
5 - TRIDENT MAPLE AERYN (MED) - 3 EA
6 - NYSSA SYLVATICA (MED/LG) - 1 EA

NOTES:

1. REMOVE PAVERS, REGRADE, CUT ROOTS AS NEEDED, COMPACT INSTALL PAVERS A 2% CROSS SLOPE MAX, PRESSURE WASH, FILL JOINTS.
2. REMOVE EXISTING CURB. INSTALL NEW CURB AND GUTTER
3. REMOVE TREE, GRIND STUMP, INSTALL PLANTER TRIM, REPLACE TREE
4. REMOVE PAVER, GRIND STUMP, INSTALL PLANTER TRIM, INSTALL NEW TREE
5. (E) 4" GAS MAIN IN SIDEWALK; 63" TO FACE OF CURB, STREETLIGHT CONDUIT AT CURB AND GUTTER
6. REMOVE GRATE SUPPORT RAILS, GRIND STUMP, INSTALL GRATE (CITY TO PROVIDE) INSTALL NEW TREE
7. PROTECT IN PLACE
8. REMOVE NEWSPAPER RACK, CITY TO DISPOSE
9. DETECTOR G5 TO BE INSTALLED IN GUTTER



PLAN VIEW
SCALE: 1" = 20'

NOTES:

- PROTECT IN PLACE ALL STREET LIGHTS.
- PROTECT IN PLACE ALL INGROUND UTILITIES, DAMAGED UTILITIES SHALL BE REPAIRED, REPAIR SHALL BE VERIFIED BY CITY
- NEW CURB HEIGHT WILL VARY 4" - 8"
- MAINTAIN FLOWLINE ACROSS NEW CURB AND GUTTER S=.005 MIN
- NEW GUTTER PAN - 24"
- AC PLUG - 8" DEPTH
- STUMP GRIND 24" - 30" DEPTH
- PLANTER TRIM: 4" X 4" REDWOOD, SS CARRIAGE BOLTS AT CORNERS
- CITY TO PROVIDE REPLACEMENT WATER METER BOXES AS NEEDED
- CITY INSPECTION REQUIRED PRIOR TO CUTTING OF ROOTS OVER 4" OF LIVE TREE
- PATH OF TRAVEL SHALL BE MAINTAINED AT END OF WORK
- ADDITIONAL PAVERS PROVIDED BY CITY AS REQUESTED
- SWPP BMPS AT DI REQUIRED DURING PRESSURE WASHING

ADJUSTMENTS:
SS CLEAN OUT - 16 EA
WATER METER BOX - 32 EA
UTILITY VAULT - 7 EA

REMOVE AND REINSTALL:
BENCH - 10
TRASH BIN - 8

TREE REMOVAL:
TREE 6" - 11" - 15 EA
TREE 12" - 16" - 18 EA
TREE 20" - 2 EA
CURB & GUTTER - 383 LF

NORTH

20 0 20 40
SCALE: 1" = 20'

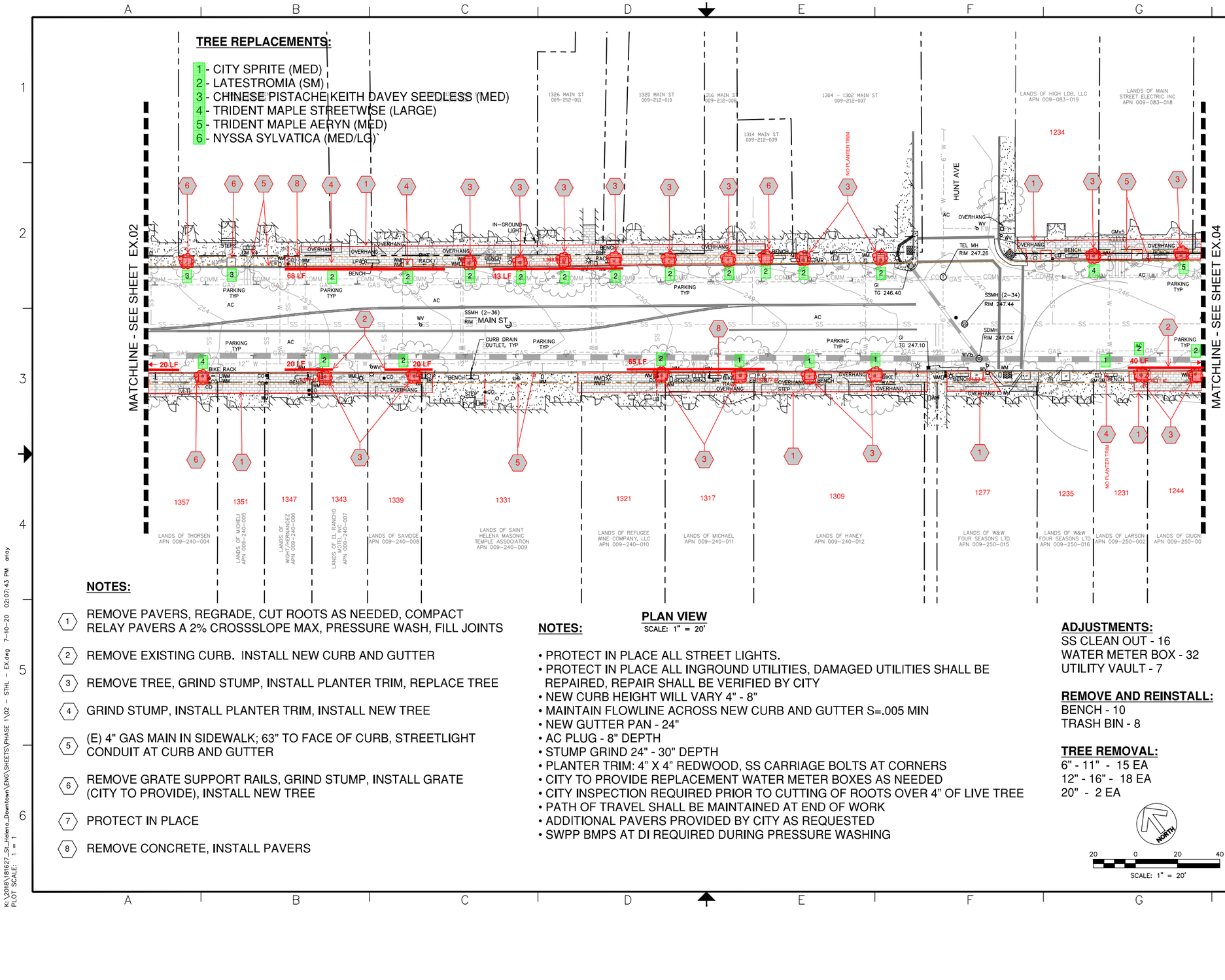
DATE: JANUARY 2020
DESIGNED BY: WC
DRAWN BY: WC
CHECKED BY: DBJ

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
PHASE 1B - PAVER REPAIR & TREE REPLACEMENT

SHEET
EX.02
1 OF 6

K:\2018\181627_St_Helena_Downtown\ENG\SHEETS\PHASE 1\02 - STHL - EX.dwg 7-10-20 02:07:41 PM cnoy
PLOT SCALE: 1 = 1



NOTES:

1. REMOVE PAVERS, REGRADE, CUT ROOTS AS NEEDED, COMPACT RELAY PAVERS A 2% CROSSSLOPE MAX, PRESSURE WASH, FILL JOINTS
2. REMOVE EXISTING CURB. INSTALL NEW CURB AND GUTTER
3. REMOVE TREE, GRIND STUMP, INSTALL PLANTER TRIM, REPLACE TREE
4. GRIND STUMP, INSTALL PLANTER TRIM, INSTALL NEW TREE
5. (E) 4" GAS MAIN IN SIDEWALK; 63" TO FACE OF CURB, STREETLIGHT CONDUIT AT CURB AND GUTTER
6. REMOVE GRATE SUPPORT RAILS, GRIND STUMP, INSTALL GRATE (CITY TO PROVIDE), INSTALL NEW TREE
7. PROTECT IN PLACE
8. REMOVE CONCRETE, INSTALL PAVERS

PLAN VIEW
SCALE: 1" = 20'

NOTES:

- PROTECT IN PLACE ALL STREET LIGHTS.
- PROTECT IN PLACE ALL INGROUND UTILITIES, DAMAGED UTILITIES SHALL BE REPAIRED, REPAIR SHALL BE VERIFIED BY CITY
- NEW CURB HEIGHT WILL VARY 4" - 8"
- MAINTAIN FLOWLINE ACROSS NEW CURB AND GUTTER S=.005 MIN
- NEW GUTTER PAN - 24"
- AC PLUG - 8" DEPTH
- STUMP GRIND 24" - 30" DEPTH
- PLANTER TRIM: 4" X 4" REDWOOD, SS CARRIAGE BOLTS AT CORNERS
- CITY TO PROVIDE REPLACEMENT WATER METER BOXES AS NEEDED
- CITY INSPECTION REQUIRED PRIOR TO CUTTING OF ROOTS OVER 4" OF LIVE TREE
- PATH OF TRAVEL SHALL BE MAINTAINED AT END OF WORK
- ADDITIONAL PAVERS PROVIDED BY CITY AS REQUESTED
- SWPP BMPS AT DI REQUIRED DURING PRESSURE WASHING

ADJUSTMENTS:
SS CLEAN OUT - 16
WATER METER BOX - 32
UTILITY VAULT - 7

REMOVE AND REINSTALL:
BENCH - 10
TRASH BIN - 8

TREE REMOVAL:
6" - 11" - 15 EA
12" - 16" - 18 EA
20" - 2 EA

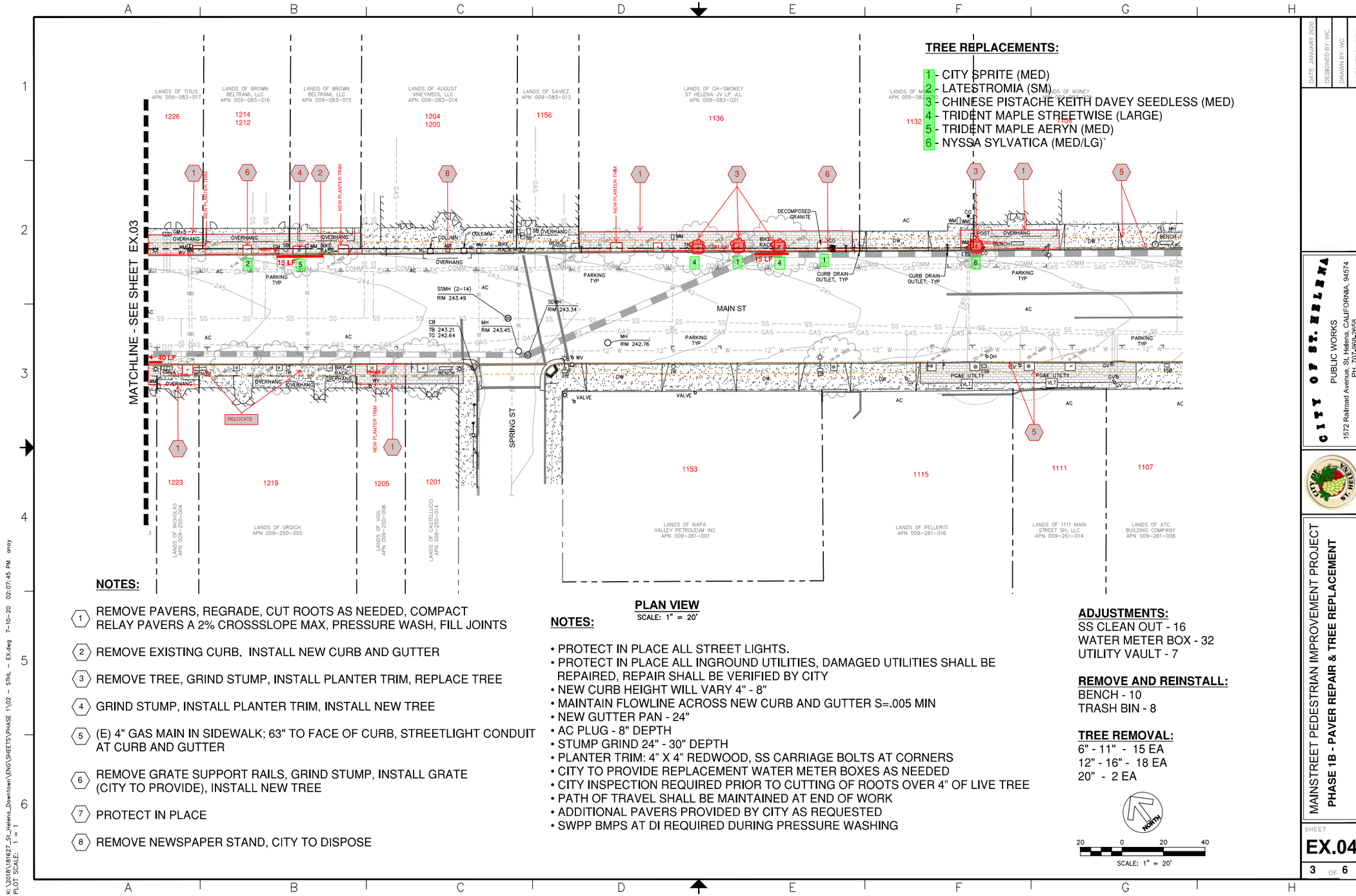
DATE: JANUARY 2020
DESIGNED BY: WC
DRAWN BY: WC
CHECKED BY: DBJ

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
PHASE 1B - PAVER REPAIR & TREE REPLACEMENT

SHEET
EX.03
2 OF 6

K:\2018\181627_St_Helena_Downtown\ENG\SHEETS\PHASE 1\02 - STHL - EX.dwg 7-10-20 02:07:43 PM anoy
PLOT SCALE: 1 = 1



PLAN VIEW
SCALE: 1" = 20'

TREE REPLACEMENTS:

1 - CITY SPRITE (MED)
2 - LATESTROMIA (SM)
3 - CHINESE PISTACHE KEITH DAVEY SEEDLESS (MED)
4 - TRIDENT MAPLE STREETWISE (LARGE)
5 - TRIDENT MAPLE AERYN (MED)
6 - NYSSA SYLVATICA (MED/LG)`

NOTES:

1. REMOVE PAVERS, REGRADE, CUT ROOTS AS NEEDED, COMPACT RELAY PAVERS A 2% CROSSSLOPE MAX, PRESSURE WASH, FILL JOINTS
2. REMOVE EXISTING CURB. INSTALL NEW CURB AND GUTTER
3. REMOVE TREE, GRIND STUMP, INSTALL PLANTER TRIM, REPLACE TREE
4. GRIND STUMP, INSTALL PLANTER TRIM, INSTALL NEW TREE
5. (E) 4" GAS MAIN IN SIDEWALK; 63" TO FACE OF CURB, STREETLIGHT CONDUIT AT CURB AND GUTTER
6. REMOVE GRATE SUPPORT RAILS, GRIND STUMP, INSTALL GRATE (CITY TO PROVIDE), INSTALL NEW TREE
7. PROTECT IN PLACE
8. REMOVE NEWSPAPER STAND, CITY TO DISPOSE

NOTES:

- PROTECT IN PLACE ALL STREET LIGHTS.
- PROTECT IN PLACE ALL INGROUND UTILITIES, DAMAGED UTILITIES SHALL BE REPAIRED, REPAIR SHALL BE VERIFIED BY CITY
- NEW CURB HEIGHT WILL VARY 4" - 8"
- MAINTAIN FLOWLINE ACROSS NEW CURB AND GUTTER S=.005 MIN
- NEW GUTTER PAN - 24"
- AC PLUG - 8" DEPTH
- STUMP GRIND 24" - 30" DEPTH
- PLANTER TRIM: 4" X 4" REDWOOD, SS CARRIAGE BOLTS AT CORNERS
- CITY TO PROVIDE REPLACEMENT WATER METER BOXES AS NEEDED
- CITY INSPECTION REQUIRED PRIOR TO CUTTING OF ROOTS OVER 4" OF LIVE TREE
- PATH OF TRAVEL SHALL BE MAINTAINED AT END OF WORK
- ADDITIONAL PAVERS PROVIDED BY CITY AS REQUESTED
- SWPP BMPS AT DI REQUIRED DURING PRESSURE WASHING

ADJUSTMENTS:
SS CLEAN OUT - 16
WATER METER BOX - 32
UTILITY VAULT - 7

REMOVE AND REINSTALL:
BENCH - 10
TRASH BIN - 8

TREE REMOVAL:
6" - 11" - 15 EA
12" - 16" - 18 EA
20" - 2 EA

NORTH

20 0 20 40
SCALE: 1" = 20'

DATE: JANUARY 2020
DESIGNED BY: WC
DRAWN BY: WC
CHECKED BY: DBJ

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
PHASE 1B - PAVER REPAIR & TREE REPLACEMENT

SHEET
EX.04
3 OF 6

K:\2018\181627_St_Helena_Downtown\ENG\SHEETS\PHASE 1\02 - STHL - EX.dwg 7-10-20 02:07:45 PM ansy
PLOT SCALE: 1 = 1

CITY OF ST. HELENA

DOWNTOWN SIDEWALK REHABILITATION PROJECT PHASE 1B

JULY 2024

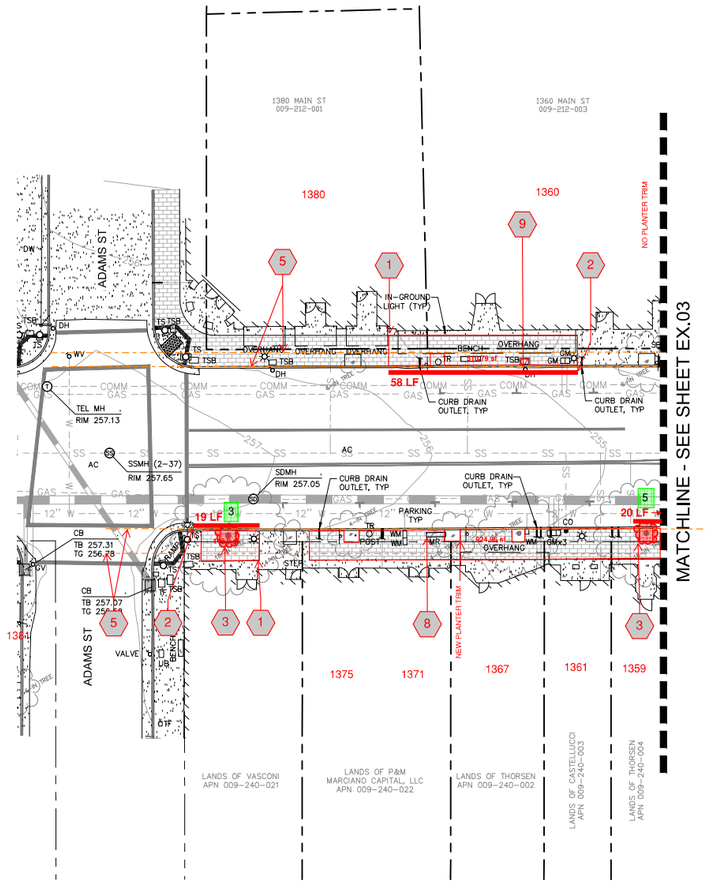
FOR THE CITY OF ST. HELENA PUBLIC WORKS

TREE REPLACEMENTS:

1 - CITY SPRITE (MED) -
2 - LAGESTROMIA (SM) -
3 - CHINESE PISTACHE KEITH DAVEY SEEDLESS (MED) -
4 - TRIDENT MAPLE STREETWISE (LARGE) -
5 - TRIDENT MAPLE AERYN (MED) -
6 - NYSSA SYLVATICA (MED/LG) -

NOTES:

1. REMOVE PAVERS, REGRADE, CUT ROOTS AS NEEDED, COMPACT INSTALL PAVERS A 2% CROSS SLOPE MAX, PRESSURE WASH, FILL JOINTS.
2. REMOVE EXISTING CURB. INSTALL NEW CURB AND GUTTER
3. REMOVE TREE, GRIND STUMP, INSTALL PLANTER TRIM, REPLACE TREE
4. REMOVE PAVER, GRIND STUMP, INSTALL PLANTER TRIM, INSTALL NEW TREE
5. (E) 4" GAS MAIN IN SIDEWALK; 63" TO FACE OF CURB, STREETLIGHT CONDUIT AT CURB AND GUTTER
6. REMOVE GRATE SUPPORT RAILS, GRIND STUMP, INSTALL GRATE (CITY TO PROVIDE) INSTALL NEW TREE
7. PROTECT IN PLACE
8. REMOVE NEWSPAPER RACK, CITY TO DISPOSE
9. DETECTOR G5 TO BE INSTALLED IN GUTTER



PLAN VIEW
SCALE: 1" = 20'

NOTES:

- PROTECT IN PLACE ALL STREET LIGHTS.
- PROTECT IN PLACE ALL INGROUND UTILITIES, DAMAGED UTILITIES SHALL BE REPAIRED, REPAIR SHALL BE VERIFIED BY CITY
- NEW CURB HEIGHT WILL VARY 4" - 8"
- MAINTAIN FLOWLINE ACROSS NEW CURB AND GUTTER S=.005 MIN
- NEW GUTTER PAN - 24"
- AC PLUG - 8" DEPTH
- STUMP GRIND 24" - 30" DEPTH
- PLANTER TRIM: 4" X 4" REDWOOD, SS CARRIAGE BOLTS AT CORNERS
- CITY TO PROVIDE REPLACEMENT WATER METER BOXES AS NEEDED
- CITY INSPECTION REQUIRED PRIOR TO CUTTING OF ROOTS OVER 4" OF LIVE TREE
- PATH OF TRAVEL SHALL BE MAINTAINED AT END OF WORK
- ADDITIONAL PAVERS PROVIDED BY CITY AS REQUESTED
- SWPP BMPS AT DI REQUIRED DURING PRESSURE WASHING

NORTH
20 0 20 40
SCALE: 1" = 20'

DATE: JANUARY 2020
DESIGNED BY: WC
DRAWN BY: WC
CHECKED BY: DBJ

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

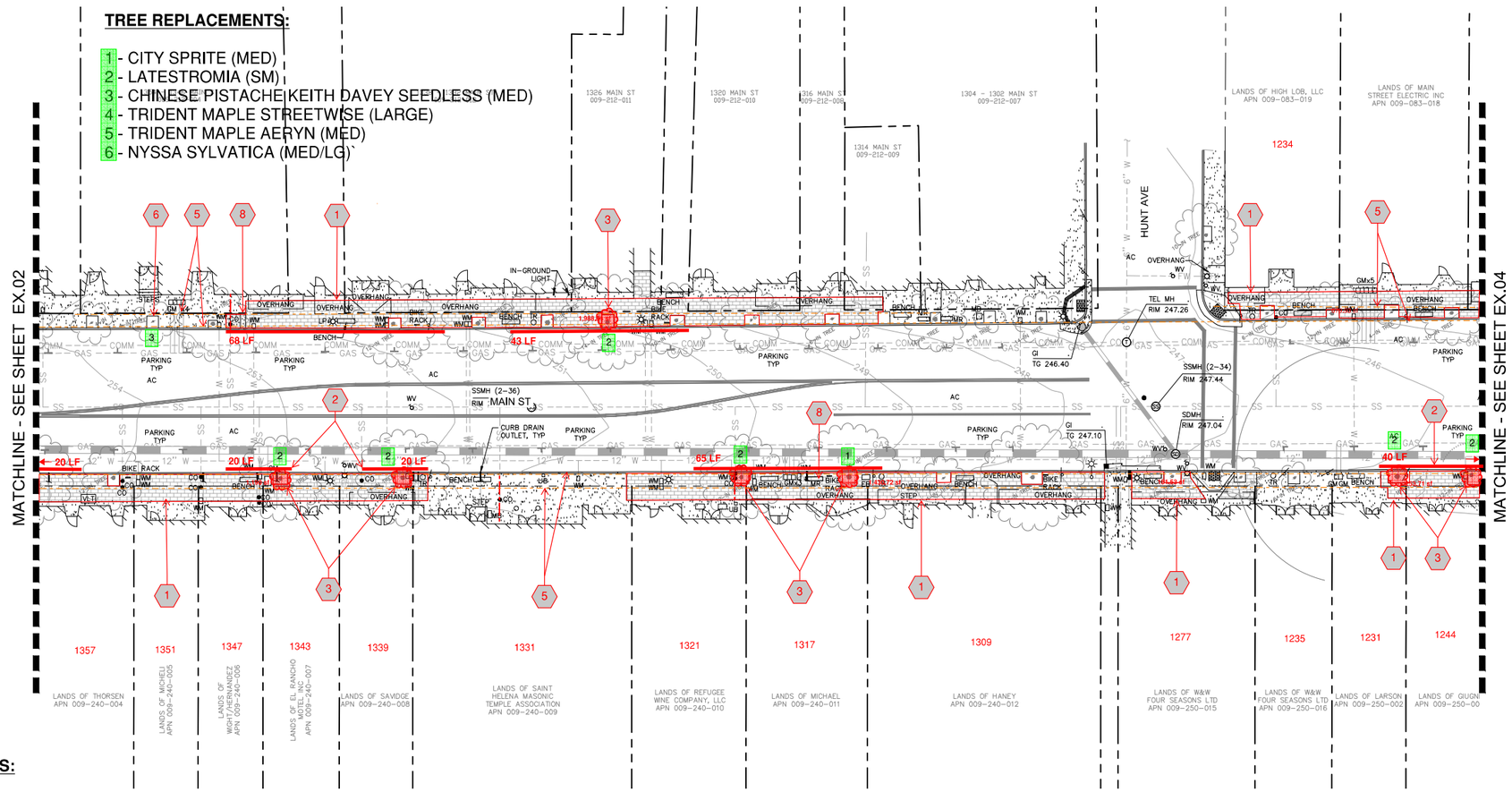
MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
PHASE 1B - PAVER REPAIR & TREE REPLACEMENT

SHEET
EX.02
1 OF 6

K:\2018\18627_St_Helena_Downtown\ENG\SHEETS\PHASE 1\02 - STHL - EX.dwg 7-10-20 02:07:41 PM cmoy
PLOT SCALE: 1 = 1

TREE REPLACEMENTS:

1 - CITY SPRITE (MED)
2 - LATESTROMIA (SM)
3 - CHINESE PISTACHE KEITH DAVEY SEEDLESS (MED)
4 - TRIDENT MAPLE STREETWISE (LARGE)
5 - TRIDENT MAPLE AERYN (MED)
6 - NYSSA SYLVATICA (MED/LG)`



PLAN VIEW
SCALE: 1" = 20'

NOTES:

1. REMOVE PAVERS, REGRADE, CUT ROOTS AS NEEDED, COMPACT RELAY PAVERS A 2% CROSSSLOPE MAX, PRESSURE WASH, FILL JOINTS
2. REMOVE EXISTING CURB. INSTALL NEW CURB AND GUTTER
3. REMOVE TREE, GRIND STUMP, INSTALL PLANTER TRIM, REPLACE TREE
4. GRIND STUMP, INSTALL PLANTER TRIM, INSTALL NEW TREE
5. (E) 4" GAS MAIN IN SIDEWALK; 63" TO FACE OF CURB, STREETLIGHT CONDUIT AT CURB AND GUTTER
6. REMOVE GRATE SUPPORT RAILS, GRIND STUMP, INSTALL GRATE (CITY TO PROVIDE), INSTALL NEW TREE
7. PROTECT IN PLACE
8. REMOVE CONCRETE, INSTALL PAVERS

NOTES:

- PROTECT IN PLACE ALL STREET LIGHTS.
- PROTECT IN PLACE ALL INGROUND UTILITIES, DAMAGED UTILITIES SHALL BE REPAIRED, REPAIR SHALL BE VERIFIED BY CITY
- NEW CURB HEIGHT WILL VARY 4" - 8"
- MAINTAIN FLOWLINE ACROSS NEW CURB AND GUTTER S=.005 MIN
- NEW GUTTER PAN - 24"
- AC PLUG - 8" DEPTH
- STUMP GRIND 24" - 30" DEPTH
- PLANTER TRIM: 4" X 4" REDWOOD, SS CARRIAGE BOLTS AT CORNERS
- CITY TO PROVIDE REPLACEMENT WATER METER BOXES AS NEEDED
- CITY INSPECTION REQUIRED PRIOR TO CUTTING OF ROOTS OVER 4" OF LIVE TREE
- PATH OF TRAVEL SHALL BE MAINTAINED AT END OF WORK
- ADDITIONAL PAVERS PROVIDED BY CITY AS REQUESTED
- SWPP BMPS AT DI REQUIRED DURING PRESSURE WASHING

NORTH

20 0 20 40
SCALE: 1" = 20'

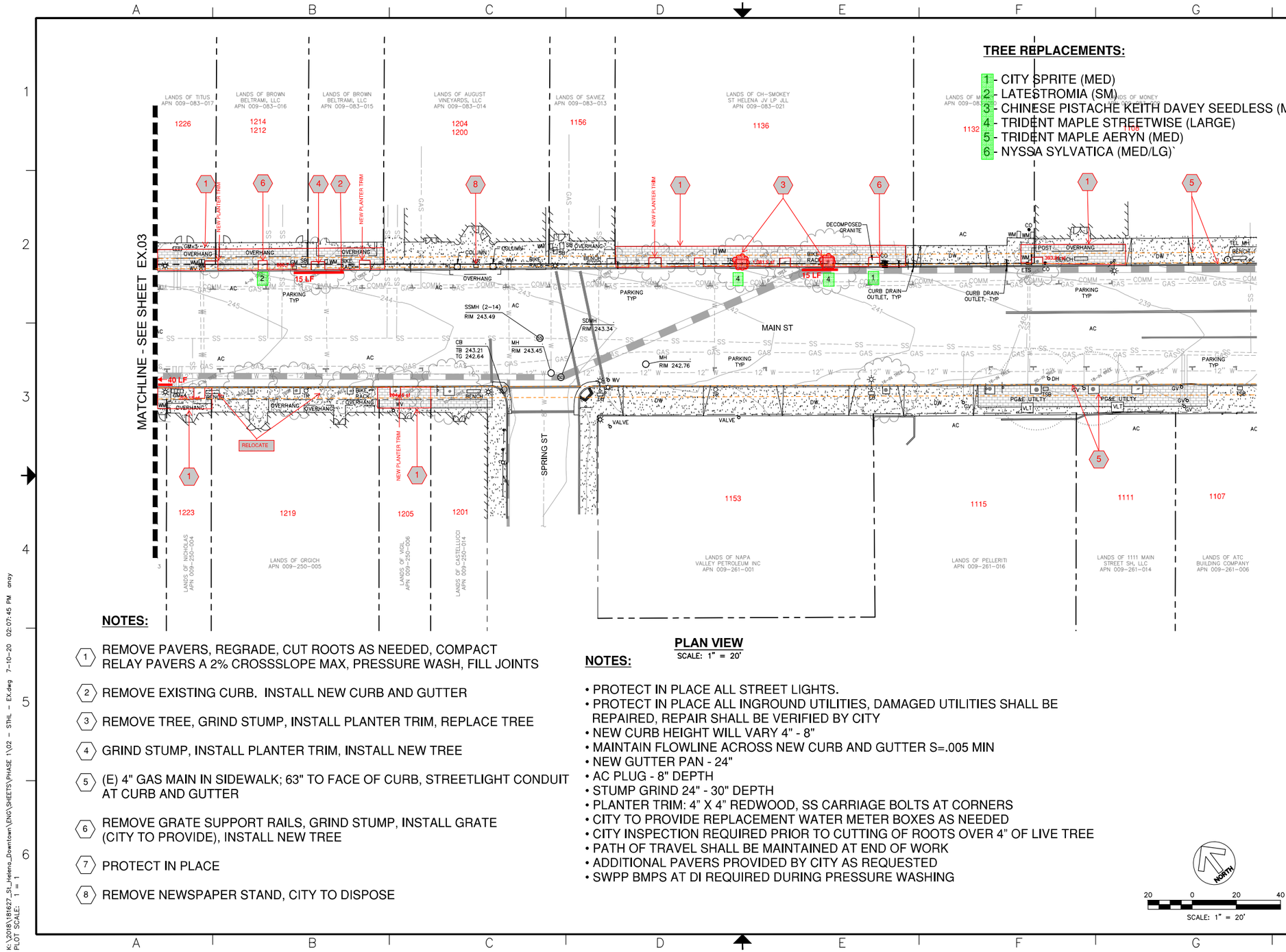
DATE: JANUARY 2020
DESIGNED BY: WC
DRAWN BY: WC
CHECKED BY: DBJ

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
PHASE 1B - PAVER REPAIR & TREE REPLACEMENT

SHEET
EX.03
2 OF 6

K:\2018\181627_St_Helena_Downtown\ENG\SHEETS\PHASE 1\02 - STHL - EX.dwg 7-10-20 02:07:43 PM cnoy
PLOT SCALE: 1 = 1



PLAN VIEW
SCALE: 1" = 20'

TREE REPLACEMENTS:

1. CITY SPRITE (MED)
2. LATESTROMIA (SM)
3. CHINESE PISTACHE KEITH DAVEY SEEDLESS (MED)
4. TRIDENT MAPLE STREETWISE (LARGE)
5. TRIDENT MAPLE AERYN (MED)
6. NYSSA SYLVATICA (MED/LG)`

NOTES:

1. REMOVE PAVERS, REGRADE, CUT ROOTS AS NEEDED, COMPACT RELAY PAVERS A 2% CROSSSLOPE MAX, PRESSURE WASH, FILL JOINTS
2. REMOVE EXISTING CURB. INSTALL NEW CURB AND GUTTER
3. REMOVE TREE, GRIND STUMP, INSTALL PLANTER TRIM, REPLACE TREE
4. GRIND STUMP, INSTALL PLANTER TRIM, INSTALL NEW TREE
5. (E) 4" GAS MAIN IN SIDEWALK; 63" TO FACE OF CURB, STREETLIGHT CONDUIT AT CURB AND GUTTER
6. REMOVE GRATE SUPPORT RAILS, GRIND STUMP, INSTALL GRATE (CITY TO PROVIDE), INSTALL NEW TREE
7. PROTECT IN PLACE
8. REMOVE NEWSPAPER STAND, CITY TO DISPOSE

NOTES:

- PROTECT IN PLACE ALL STREET LIGHTS.
- PROTECT IN PLACE ALL INGROUND UTILITIES, DAMAGED UTILITIES SHALL BE REPAIRED, REPAIR SHALL BE VERIFIED BY CITY
- NEW CURB HEIGHT WILL VARY 4" - 8"
- MAINTAIN FLOWLINE ACROSS NEW CURB AND GUTTER S=.005 MIN
- NEW GUTTER PAN - 24"
- AC PLUG - 8" DEPTH
- STUMP GRIND 24" - 30" DEPTH
- PLANTER TRIM: 4" X 4" REDWOOD, SS CARRIAGE BOLTS AT CORNERS
- CITY TO PROVIDE REPLACEMENT WATER METER BOXES AS NEEDED
- CITY INSPECTION REQUIRED PRIOR TO CUTTING OF ROOTS OVER 4" OF LIVE TREE
- PATH OF TRAVEL SHALL BE MAINTAINED AT END OF WORK
- ADDITIONAL PAVERS PROVIDED BY CITY AS REQUESTED
- SWPP BMPS AT DI REQUIRED DURING PRESSURE WASHING

NORTH

20 0 20 40
SCALE: 1" = 20'

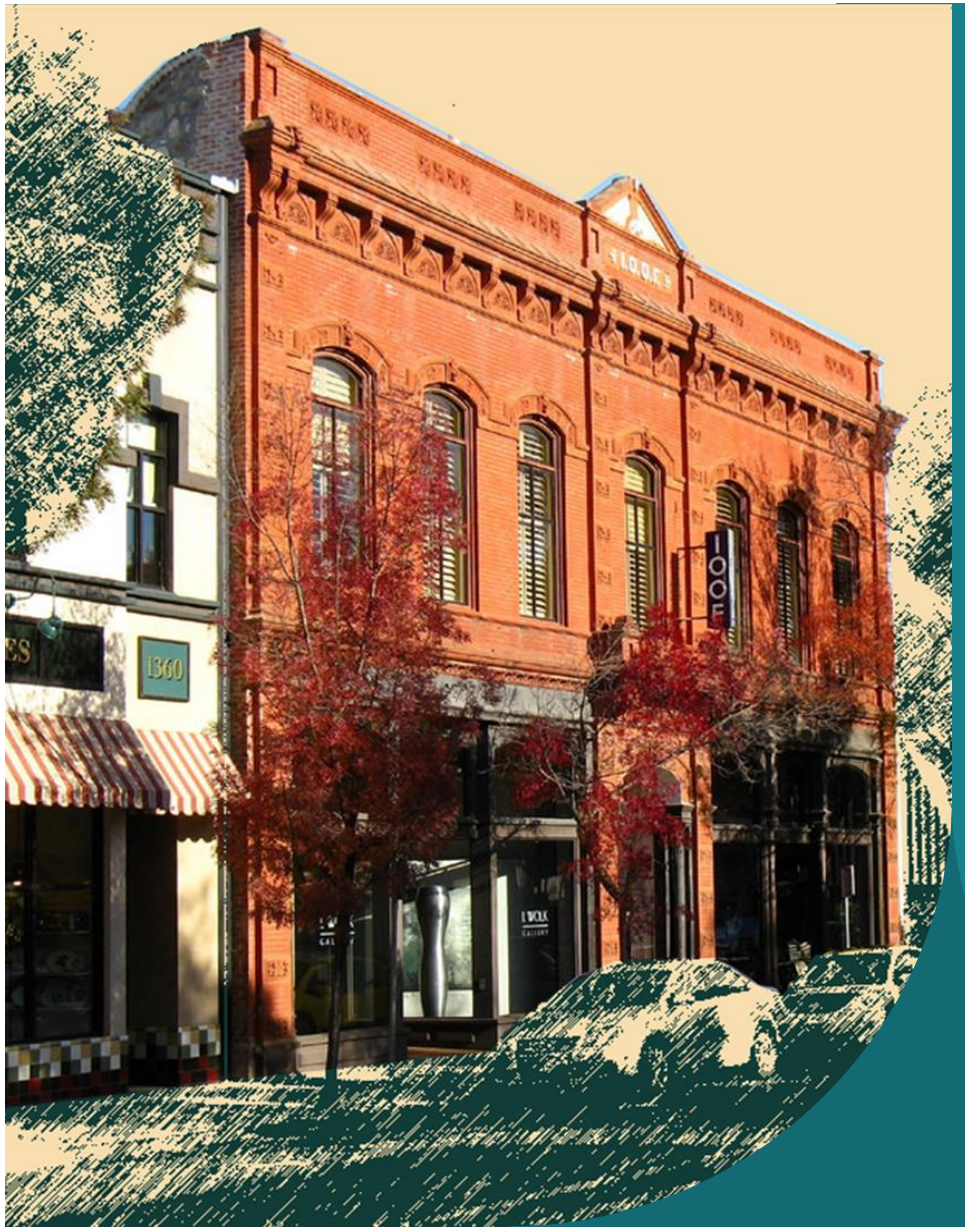
DATE: JANUARY 2020
DESIGNED BY: WC
DRAWN BY: WC
CHECKED BY: DBJ

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
PHASE 1B - PAVER REPAIR & TREE REPLACEMENT

SHEET
EX.04
3 OF 6

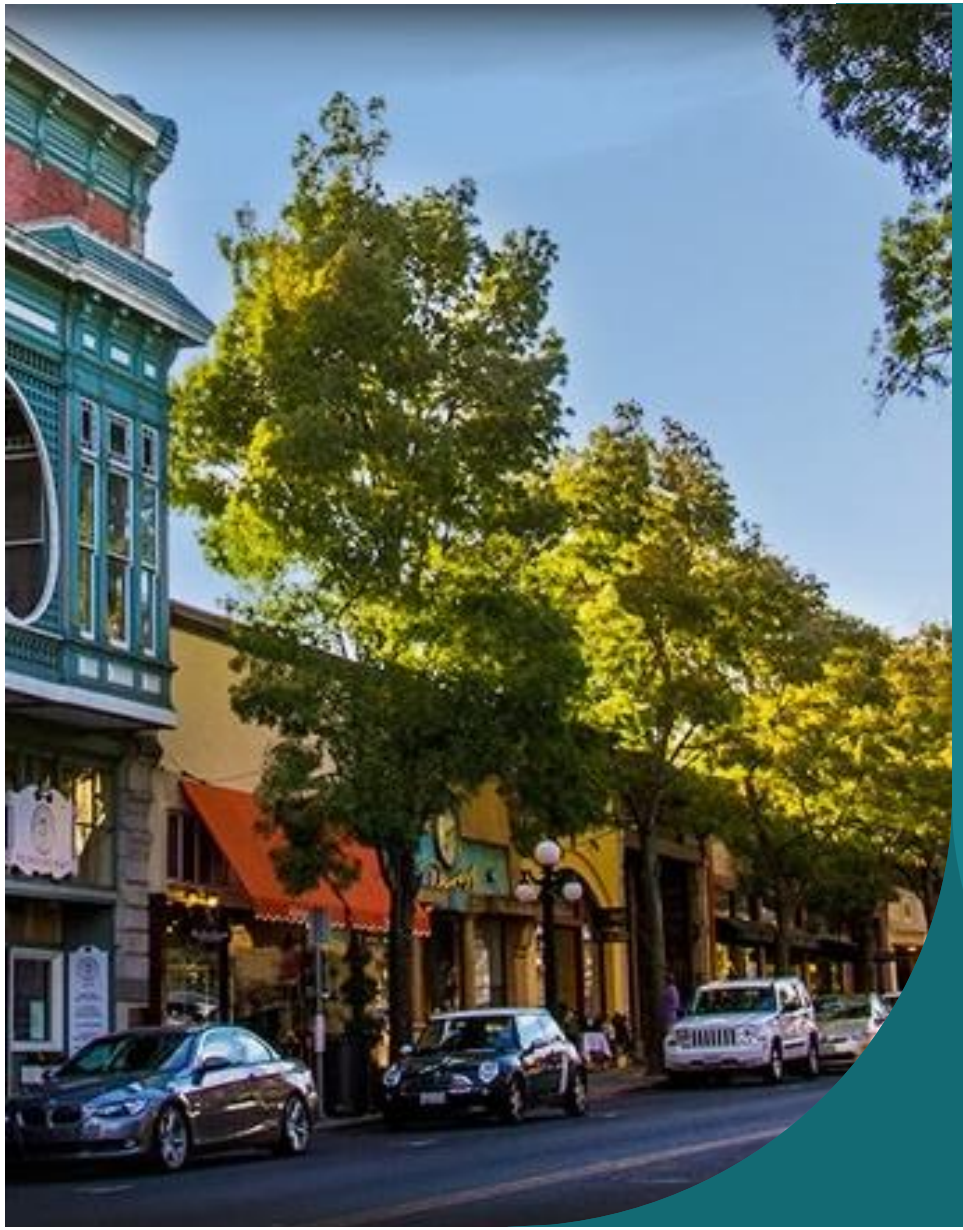
K:\2018\181627_St_Helena_Downtown\ENG\SHEETS\PHASE 1\02 - STHL - EX.dwg 7-10-20 02:07:45 PM onsy
PLOT SCALE: 1 = 1



Downtown Sidewalk Paver Repair Project

July 23, 2024

Mario Traverso



Revised Staff Recommendation

- Targeted repair of undulated sections of pavers to address trip hazards
- Root cutting & trimming to minimize the quantity of anticipated tree removal & replacement



Project Scope

- Localized Paver Repair
- Removal and replacement of 11 trees
- Tree well trim rehabilitation
- Replant 6 trees in existing empty tree wells
- Limited repair of curb and gutter
- Pressure wash paver surface

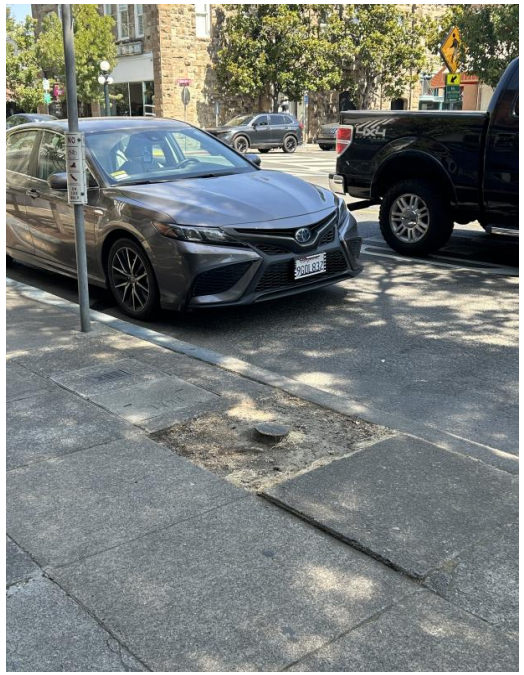
Project Scope Details

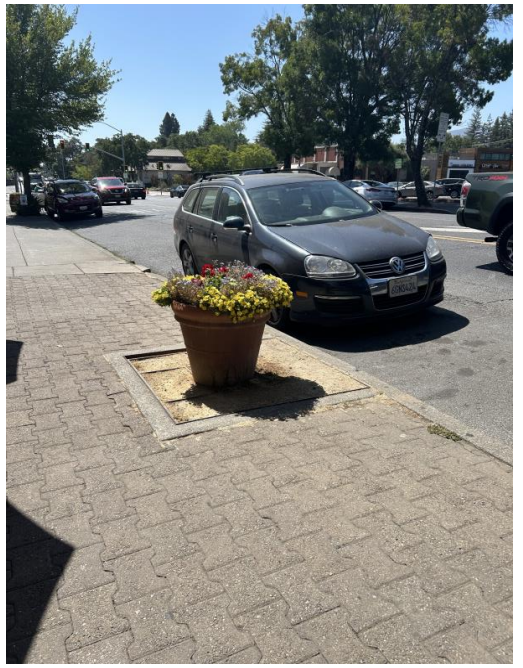
		Additional removals may be necessary depending on root conditions.
Trees Removed	11	Elyse Walker Wish Gallery Orin Swift Guigni's Woodhouse Chocolate Model Bakery Gillwoods Caldwell Snyder Gallery
Trees Replanted	17	15 – Gallon *or* larger box size of 24" – 48" depending on site constraints.
Curb & Gutter Replacement	200 Feet	Sections of excessively damaged curb associated with locations where trees will be removed

Trees Removal Locations



Replant Trees in Existing Wells



Replacement Trees – The London Plane



15 - Gallon

Larger Box



Replacement Trees – The Chinese Pistache



15 - Gallon

Larger Box



Cost Estimates

Revised Scope of Work 15 – Gallon Tree Replacement Size	$240,000
Revised Scope of Work Larger Tree Replacement Size	$280,000

Project Details

- Post RFP – July 24
- Proposals Due – August15
- Project Award – August 27
- Project Start – Mid September
- Project Completion - December

Questions & Discussion

Mario Traverso

Project Manager

707-204-9084

mtraverso@cityofsthelena.org

MyBigTree Petition to the St. Helena City Council to Replant Only Big Trees on Main Street

Petitions submitted by local citizens thru MyBigTree.org
Presented to the City of St. Helena on Monday - July 22, 2024

Jennifer Garden	
Evelyn Pool	Please plant larger trees.
Brian Nash	If trees are removed, they need to be replaced with large trees. Otherwise there is little point to replanting to make any real difference.
Carry Thacher	
Valli Ferrell	I hope the tree committee also makes sure the type of tree planted will not cause similar problems with new sidewalks. I agree that bigger trees must be planted to avoid creating a desert-like downtown.
Dana Reid	Please replace existing trees with more mature trees than 15 gallon saplings.
Madeline Buty	Please replant big trees on Main Street. Thank you.
Robin Rocha	Against the small trees coming in
Ann Hugger	Please plant mature trees to insure not only the character and uniqueness of Main St., but as an enhancement for visitors, residents and the shops. It's a win/win!
Michael Vanderbyl	
Nancy	
Aaliya Dadabhoy	Plant BIG!
Megan Long	
William Odegard	
Brooks Scott	Please replace the big trees in Main Street with other mature trees! The beauty of downtown St. Helena is enhanced by these lovely specimens. To replace them with saplings will detract from the old/vintage aesthetic and allure of the downtown.
Laura Harvey	Great idea!
Barbara L Whittenton	Please put in mature trees! If the heat and fires don't keep the tourists away, Main Street without shade certainly will. It's a chance for the Council to be proactive versus reactive.
Carlo Antonini	
Erin Przyblylinski	Yes, please let's confuse trees in planters that are more mature Thank you so much.

Serena mondavi ventura	With all of this heat every summer saplings? who makes these decisions? we need to upgrade our town not degrade it! Make St Helena beautiful Have a fund raiser whatever it takes but grown trees are a downtown necessity
Mike & Ann Thomas	I suggest we plant trees initially with branches 6-7 feet above the ground for pedestrian clearance. Since there would be more cost for the larger trees, offer donors of $500 or even $1,000 a small plaque on a tree in recognition of their contribution.
Lin Weber	
Margie Hart	
Bill Hart	
Margaret Hart	Please consider replacing the trees to be removed from Main St with larger, more mature trees. Thank you for your consideration.
Nanci Knight	Please also consider mature trees in 4'x4' decorative boxes. Thank you!
Casey Brown	Please replace the trees on Main St. With larger tree sizes suitable for a sidewalk installation. There are many options available so that our downtown would be so bare after the sidewalk work. Thank you.
Richard Corsetti	I prefer planting the larger and already mature trees.
Jamie Shuel	Has anyone done a cost analysis?
Tracy Kraner	Please reconsider cutting the trees on Main Street as it will detour shoppers from shopping without shade. Please consider another option as it will take many years For the small trees To grow and hurt St. Helena's property values.
Dianne Przybylinski	Please do NOT plant these small saplings in our downtown! If there was any reason to spend a little more money on our town it is this — lack of greenery downtown will adversely affect the overall "feeling" of shopping in a welcoming environment.
Stephanie Smithers	
Jane Inch	If cost is an issue with getting larger trees…We are happy to participate.
Mark Nlaustone	
Don Simons	
Patty Simons	Think ahead!!
Padget kaiser	Please maintain the charm and quality for residents and tourists alike
Maureen Moulton	Please replace the trees on Main Street with larger trees. We can't wait years for small trees to grow.

Susan Shifflett	We only have one main street in this small town. Only one chance to make a good first impression for visitors. Shop owners need and deserve expert planning by the City for survival. Please do it right. Don't short change our image by being cheap. Can a few of the healthier and larger original trees be saved? And interspersed with medium sized replants?
Susan Calcagno	Taking out trees is short sighted and irresponsible.
Keylla Freitas	Only big three on the main city street.
Kimberly kimw17966@icloud.com	NO need to DIG UP OUR TREES! Simply make bigger HOLES IN THE PAVERS!!!
Jeffrey Green	Please find another solution to cutting down the trees.
Johanna Patrick	This will be detrimental to the shade, and it will take away much of the charm of St Helena.
Liz Lopez	
Nick Roman	Even with the trees in place, I avoid walking on the east side of town because it is so hot. Without any trees the east side would be unbearable.
Chelsea Radcliffe	
Kathi Brotemarkle	I fully support the planting of larger, mature trees on Main Street vs. small 15 gal. saplings. It would take years for those smaller trees to provide shade and a beautiful environment. I think the benefits justify the expense.
Michelle Hagen	This is ridiculous. Save our trees and put the money into fixing Hunt and Oak streets, please!!! Removing trees is the least of our worries.
Ashley Newman	
Renee Paladini	For the many reasons cited on this web page, I stronly encourage the City Council to consider finding ways to preserve the existing trees in place for the sidewalk replacement project. There are alternatives such as boxing/enclosing in the root system, instead of removing the healthy mature trees along Main St. At the very least, please consider replacing with large mature Chinese Pistache trees as advocated by the mybigtree.org group.
Al;exis Rago	thank you for the consideration!
Riley Preston	We need to preserve the beauty in Saint Helena
Leslie Stanton	SHADE! We need shade!
Katherine Salinas	I agree with this petition and believe larger trees would be a better choice to replant vs such small ones.
Susan Snyder	Please only plant large mature trees !
Isaias Aguilera	This is the dumbest thing the city can possibly do. Born and raised in Saint Helena for 30 years, 3rd generation. I find this unsettling. Cmon Saint Helena do better!
Caitlin McFall	With these constant heat waves, we need resistant trees, not vulnerable saplings!
Margarita	We need shade!

Debbie hansen	
Megan Dickerson	Europe has trees on their main streets that have been there Forever ! I'm handicapped and I'd rather have mature trees and be careful where I step if the sidewalk buckled a bit from tree Roots.
Antoinette von dem Hagen	We need big trees to cool the environment. Do you know how much heat bare sidewalks put out?
Ray Ray	Yes, We need shade and the beauty of our big trees!
Katie Leonardini	
Shawn Vandergriff	Use the money to fix the sidewalks where the trees may have messed them up.
Blake Gilmore	Find a better solution!!
Sandra Wilder	I think that you would find that many people would be willing to contribute toward buying mature trees. Please find a way to make that happen. We need the shade especially with increasing heat
Robert Reichenberger	Please replace with large mature shade trees
Becca Reichenberger	
Diesel Chappellet	We need big trees on Main Street. No way ten years without shade would be good.
Madison Greene	
Thomas Greene	
Paris Van Dyke	Big trees only
Doug Van Dyke	Big trees
Ame Van Dyke	Big trees need to be planted!
Maura Wilson	Great…but the City is fairly broke..burn rate anyway for a few years in the future. Is the petition going to explain how the City is going to pay for the trees???
Connie Greene	Please replant only big trees. Thank you
Michael Sabino	Please only plant large mature trees. As new merchants in SH (Tweed & Vine) we need to keep the trend up of beautifying Main Street. Thank you!!
Kathy Tyler	Don't ruin what is left of the charm in St. Helena..but when you do this make sure not only the sidewalks are ADA compliant but the businesses door thresholds are too.
Laura Rombauer: Vintage Home Napa Valley	I agree - only plant 36" - 48" boxed trees. Maybe businesses can sponsor the new trees in proximity to their locations
Maureen Levandowski	PLEASE - We need to repair sidewalks for sure, but we have to plant BIG TREES with deep roots (not shallow or spreading) to keep the integrity of our beautiful city!
Nichole Stottlemyer	
Terry McWilliams	Please consider larger trees, and think about this. I'm 83 and would like to enjoy main street.
Michele Barberi Hyde	We don't have a lifetime for some shade on main street. Plant mature trees

Amy Barak	We support larger tree's/alternatives
Pierette Titus	Trees help cool down our city! Facing climate change with high temperatures beating our town, cutting down and replacing with small tree saplings will be detrimental for visitors and locals in our downtown area for many years!
Aaron Barak	Penny wise, pound foolish. Put larger trees/alternative trees in place
Lisa goldfarb	replacing with larger trees aligns with the image of St Helena. I understand the city probably doesn't have the funds, but a possible fundraising effort to achieve this goal could keep the inherent beauty and image of our town in tact.
Marisa Mora	Big trees only please !!!
steffanie gamecho	
Lisa Pelosi	Please consider larger trees for this project. Thank you.
Sara Chappellet	Larger trees please!
Gill and Patricia Cogan	Thank you for your well argued advocacy.
Patrick Kenealy	Please plant big trees that provide shade when installed, or leave the current trees in place.
Maryam Malek	While I completely understand and support the concerns with sidewalk safety and tree roots affecting the sewer, I have the following questions/ concerns regarding the replacement options: 1) Has a thorough study by a licensed arborist or other qualified professional who is deeply familiar with trees, their longevity, and root systems, been performed to assess if the replacement saplings will not cause similar concerns down the line? 2) What is the likelihood of the selected replacement trees surviving? 3) St. Helena has a very charming unique downtown aesthetic. The current mature trees add to the opulence and elegance of our beautiful city. Not only do they provide much needed shade (please don't suggest an awning as a direct replacement of what nature provides), they mark the downtown area with their presence, adding to the appeal. Besides the obvious benefits to locals, tourists will know that they have "arrived" by spotting the trees covering the sidewalk from a distance. While the intent of last year's brown signs with their messages may have been very positive, they make a disney-like joke of our historical town. Nature and trees have a much greater power to attract people and create a relatable biophilic ambient atmosphere that is healthy for the soul and mind. Tourists will be attracted to that a lot more than man-made signs. The age of the trees indicate the age of our city and we want to be known for our historical charm and mature existence as well as our efforts to be green. Part of the blue zones appeal is the connection to nature. PLEASE CONSIDER REPLACING THE TREES WITH OTHER MATURE TREES, NOT YOUNG SAPLINGS.

Lydia Plotkin	We need to replace trees with more mature trees than those proposed to maintain the beauty of St. Helena
Sarah Sandurson	I am petitioning the city to only replant large trees.
Sarah Preston	
Mike Preston	Large trees only!
Deborah Preston	Please replace the trees with appropriate large size trees.
Nichole Stottlemyer	
Kyle Preston	I want the trees to stay, they are a huge part of what makes downtown St. Helena what it is.
Katryana	Please keep the large trees. Taking them out and planting small trees will only repeat what the counsel did before. Plant small trees, and let the small trees damage the side walks when they get larger for another generation to deal with. Fox tht side Walks, but keep the larger trees that are here. There is a way of fixing the side walls and keep them.
Doug King	Replace with big trees only please.
Jack Dugan	
Nancy King	Please do your best to keep big trees on Main Street 🙏
Karen Dugen	Leave the trees !!
Susan Duprey	Please don't b plant the small trees the city is proposing. Our Main Street needs to be charming and pretty. Not barren. Thank you.
Caroline Palmisano	
Nancy Rothman	Replacement is necessary but if there are more suitable larger tree options we should use them.
Courtney Shifflett	We would like to keep big trees. We already lost the big trees by Wells Fargo. It would greatly affect the beauty of our town if we didn't have big trees.
Hailey Covey	
Les Breckenridge	Totally agree. Big Trees are a must. Saint Helena seems to be enjoying a renaissance of late, please don't mess up the look with saplings.
Cynthia Warren	
Carolyn Duryea	Please do not cut down the beautiful mature trees on Main Street. They are healthy and vigorous !
Ginger Martin	I was hoping we could keep the original trees in place. I have seen that will be impossible in order to fix the sidewalk. But we must have tree coverage and large trees are the only way to go to provide the feeling of beauty and shade on our Main st. Thank you!
Lori Barrett	Please reconsider your choice for replacement trees!! So many trees are being taken from St. Helena it is losing its personality. Larger replacements would go a long way to keeping our little town shady, attractive and functional.
Scott Whitacre	Please plant the larger trees

Patricia Stephens	We need to find an alternative solution to replacing the currents trees with small saplings. Main Street needs shade as well as safe sidewalks.
Tiny Boak	What is the reasoning for replacing the trees?!?!? St Helena has many, many more issues that need to be addressed before the thought of replacing trees comes to the mind of the city leaders.
Jenifer Krenz	I would hate to lose large trees along Main Street for many reasons including losing a canopy of shade, and the overall aesthetic of our town. Please consider proposal of large Chinese Pistache trees. Thank you.
Ann Mitchell Ryan	Please reconsider this plan. There is nothing more important than shade trees in the extremely hot environment in which we live in Saint Helena. As a residents of Edwards Street, my husband and I walk the streets every day and it has been with great sadness that we have witnessed the decreasing canopy in our town. The news that our trees on Main Street will be cut down and replaced with saplings is heartbreaking. Please consider sidewalk replacement, or at the very least, the planting of mature trees. Thank you, Ann Mitchell Brian Nash
Julie Spencer	
Amy Ellingson	
Susan McWilliams	I fully support planting the largest trees deemed feasible on Main Street in consultation with several qualified arborists. The tiny trees the city has planted elsewhere in town will leave the downtown bleak and uninviting; without shade for a generation. The once-verdant Tunnel of Elms was a treasure; its partial loss shows the impact trees have on the landscape.
Noreen Fetzer	Hi, I am a business owner on the east side of Main Street, the afternoon sun side! Planting 15 gallon trees will take years to provide any needed shade. Let find a way to put in mature trees! If money is an issue, can we start a fund raising effort? There has to be a solution! Thank you!
Lauren McMullen	Plant larger trees to replace
Cynthia Kee	Larger trees
Kimberlee Jeanes	
Alma Garibay	
Taylor Griggs	
Toni Rigdon	No on small trees . It will take years for them to mature into something that is in proportion to our downtown street and the buildings
Darcy Dunlap	Please replace with mature Chinese Pistache
Arlene Roybal Schaeffer	BIG TREES, Mature trees. NOT SAPLINGS

Kathy McCarthy	We need to ensure that this project is handled by professionals this time, not left to public works employees. Has an arborist been consulted and/or contracted? Are these the free saplings being given away out in Sacramento? Trident Maples https://sactree.org/trees/trident-maple/
Kellie Gato	Shade is crucial to prosperity and livability! 15 gallon trees are inadequate to achieve a edible pedestrian appeal. I suggest 24 inch box trees at minimum and suggest Zelkovas as the choice. The trees should all be the same to create a dramatic alee . Do not mix tree species.
Linda Rose	Please, please plant large trees.
julie dickson	Larger replacement trees for Main Street
Marie Bourget	Please keep our trees on Main Street. There are other ways to deal with the sidewalks that have been affected by these trees. Cutting them down is a drastic move. And I have heard that the trees will be replaced in August! The wrong time of the year for new plantings.
Ashley Withers	Please replace existing trees with larger trees!
Suzanna Musick	Please reconsider and retain our downtown charm and the much needed shade larger trees provide!
Karen Cassel	

Annemarie Ridgway	As a citizen who loves St. Helena, I fear that the City's decision to replace these grand trees with smaller 15-gallon 'sapling' trees could transform our beautiful downtown into a bleak urban desert. We need mature trees not only to maintain the visual appeal, reminiscent of our history, but also for their essential environmental benefits. Big trees play a significant role in the overall well-being of urban centers. According to the U.S Environmental Protection Agency, large trees can absorb up to 10 times more pollutants, retain 100 times more carbon, and contribute significantly to the reduction of urban heat islands compared to smaller trees. Furthermore, the visual appeal of mature trees enhances property values by 5-20% (National Arbor Day Foundation). I request that the city reconsiders its tree replacement strategy for Main Street. I propose that the City plant larger, mature trees instead of smaller specimens to safeguard our aesthetic and environmental heritage. This demand is not only about preserving our town's beauty but represents an urgent plea for maintaining the ecological balance that these large trees provide. And, a hot and bleak downtown will have impacts on local commerce. Without some mitigating shade, people will be reluctant to walk on Main Street. No shade . . . no sales tax for the City.
Janice Andrain	Replant with sufficiently large trees to provide shade and ambiance.
Courtney Andrain	Please consider all relevant options before simply opting for the lowest cost alternative. We will be living with this decision for a long time to come and the smaller trees simply do not provide the shade or aesthetic worthy of our town. Buy quality - you only wince once.
Tom livermone	Please only plant the largest possible trees!!
Wayne Donaldson	Please consider larger trees!
Melissa	I am in support of larger trees being used to replace the existing trees being removed for the sidewalk repair. I am happy to make a donation if it is a cost issue.
Myriah Mutrux	
Jeffrey Dreyfus	Please don't plan
Kristin Martin	we need to replant larger trees on Main street!
Kristin Isdahl	15 gallon trees will take years to shade our beautiful main street. We need to replace the trees with larger trees.
Cynthia Ford	Please reconsider the plan to replace St. Helena’s mature trees with very young trees!!
Katherine	Please consider planting larger trees on Main Street when replanting. Thank you
Karen Caldwell	I want Big Trees!

Genevieve Schlangen	Thank you for bringing this to our attention! I am all for the sidewalk repairs but need to maintain the landscape environment as best as we can!
Charlotte Lord	
Sue Wollack	I am totally against cutting down the beautiful old trees on Main St.
Paulina Humeres-Greene	I want to be positive. I think it is important to look at scale, volume and architecture around main street and which would be the best trees that would provide much needed shade and beauty. If you would like to see the results of the 15 gallon trees, please take a look at the little park by the railroad tracks with the public bathrooms and see how those trees are doing.
Dione Carston	Pls plant the 48 gallon trees for Christ's' sake- this town has had its balls cut since the 80's and it's continually made every bad decision possible. Downtown Winters is better managed.
Lawrence Papale	Please use the bigger trees.
Kiki Furst	
Linda Rose	Please, please
Maureen Moulton	Please consider planting only large trees replacing the large trees you'll be removing on Main Street.
Trudy and Earl Bouligny	This is compelling information. " Big trees play a significant role in the overall well-being of urban centers. According to the U.S Environmental Protection Agency, large trees can absorb up to 10 times more pollutants, retain 100 times more carbon, and contribute significantly to the reduction of urban heat islands compared to smaller trees. Furthermore, the visual appeal of mature trees enhances property values by 5-20% (National Arbor Day Foundation)."
BONNIE K SCHOCH	I agree the sidewalk needs to be fixed, but the city needs to budget for bigger trees so we don't ruin the look of Main Street.
John	Please consider replanting only Big Trees on Main Street. Beautify St. Helena don't diminish Our Town.
Mary Stephenson	Please consider planting larger trees on Main Street after the sidewalks are repaired. Even if you only replace every other one of the existing trees it will be better than saplings which will take years to grow.
Susan shay	As a long-term resident, I vehemently object to this decision. A main feature of our downtown are those trees and the shade they provide to pedestrians. Whoever made this decision clearly does not live in Saint Helena.
bonnie storm	Please plant big trees downtown
Lisa Togni	

Linda Williams	Our tourists are not coming here the way they once were due to the high cost of hotels and high temperatures. The merchants are suffering, trickling down to the community as a whole. I understand that the trees must be replaced due to the dangerous condition of our sidewalks, but we must replace them with BIG TREES. Planting small trees is ridiculous.
Susan Taylor Kistler	Yes, 15 gallon saplings will take too long to grow to provide the shade and charm needed of our beloved Main Street.
Barbara Oliver	Please plant only BIG trees on Main Street. Consider the environment as well as the pavement. Long needed solution!! Thank you.
Diana Smith	Please do not replace our large downtown trees with saplings. The downtown look and feel will be ruined! Plant larger trees so we can retain our beautiful downtown. Diana Smith 1629 Tainter St. St. Helena, CA
paula kornell	No,,,No,,No,,
Lyndsey Harrison	Only mature large trees please.
Helen Thompson	The beauty of St Helena is characterized by the abundant greenery on Main Street - making the town attractive and comfortable for visitors to stop and linger. Please can we do what we can to preserve the inviting environment created by more established trees
Barry Ives	Shade trees are needed on Main St.
Kathleen Carrick	We need shade trees on Main St. not little lolly pop trees. We had those 40 years ago and pulled them out to plant trees that provide shade. In these “climate change “ times we need shade.
Polly Ogden	There is a better way. We need shade and beauty as well as safety.
susan m duryea	this a good solution all the way around. Keep our town safe and beautiful
Sue Furdek	I support planting big trees to keep our downtown looking attractive.
Julie Jenanyan	Please consider this petition. A downtown street without shade is not going to attract the tourist business upon which our valley relies heavily.
Thomas Paul Smith	I support LARGE trees for replacement.
Lara Fieldling	I believe we should invest in larger re planting trees. And would donate to this cause.
Donna Hinds	Our downtown is beautiful party because of the beautiful Chinese Pistache trees.. These trees greatly enhance the beauty of our town, especially n the fall with their beautiful colors. I join in the petition to replace the trees with mature trees.

Dayna Vankleeck	Please do fix our sidewalks but replant with MUCH BIGGER TREES🙏🙏🙏
Fred	We need a downtown that is an "inviting" downtown, not one that looks like a suburban strip center. Thanks for your consideration.
Mary Wilson	Please consider planting larger trees! Or at least alternate the removal , and spacing the small trees in every other space.
Elaine Honig	
Clare Abbey	Sure pavers need repair but there must be a better way than pulling all those lovely trees. Good Heavens!
Ginger Martin	Please save the beautiful trees and fix the pavers. We should be able to do this!! I have great landscape engineers if you want another opinion.
Erin Martin	Go big and be home!!!
Georg Salzner	Please use the large trees for replacing the current ones. Georg
Sheree Waterson	Please replace the trees on Main Street with large mature trees on caliber with the ones being removed. It is CRITICAL to maintaining an environment that this town is known for.
MARGO Simons	PLease!!
susan & Tor Kenward	Please work with us to purchase and plant larger trees on main street. Please don't purchase the smaller trees. Give the citizens a chance to help get larger trees.
Philip Norfleet	
Jim Anderson	
Thomas Allen	Strongly urge the city to support the big tree option. Very important for the economic health of the town and for making it visitor- and resident walkable.
Larry Heit	Small 15 gallon trees will take too long for the city to return to a beautiful and needed shaded landscape. Small trees also have a smaller survival rate in an urban environment. Please invest in a company that specializes in larger urban species.
Oliver Caldwell	Wait for financing opportunities to implement permanent fix.
John Hawkins	Big trees make tremendous sense for our town. Please don't make a mistake and put in little trees!
Karen Rowland	
Anne Offord	
James Wickesberg	
Cort Schwanebeck	Thank you for forward thinking!