



City of St. Helena
Regular City Council Meeting
Tuesday, July 22, 2025 @ 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.

The City Council meeting will be live-streamed on Comcast 28 and on the City's website

Public comment for meetings will be accepted via email to publiccomment@cityofsthelelena.gov. 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://sthelelena.civicweb.net/portal/>.

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor: Michelle Deasy, City Council Members:
Aaron Barak, Kate Spadarotto, 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 Regular Meeting Minutes of June 10, 2025 and June 24, 2025. 11 - 32
[Regular City Council - 10 Jun 2025 - Minutes](#)
[Regular City Council - 24 Jun 2025 - 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.

6.1. [Public Comment.Leslie Stanton](#)

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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. Proclaiming July as Parks and Recreation Month

35

[Parks and Recreation Month Proclamation](#)

9. STAFF BRIEFING

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. Consideration and Approval of a new three-year contract with UpValley Centers Family for Coordination Management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program, commencing July 1, 2025, through June 30, 2028, for a total contract amount not to exceed \$90,000 (annual contract amount of \$30,000).

37 - 70

CEQA Determination: Exempt

Prepared By: Justin Tharp, Lieutenant

Recommendation:

Recommend approval of attached Resolution.

[Staff Report - Juvenile Diversion Program Contract - Pdf](#)

10.2. Approval of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with PublicPay for a full Classification and Compensation Study for an amount not-to-exceed \$44,800.

71 - 130

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Class & Comp Study PSA Award - Pdf](#)

10.3. Approval of Resolution Authorizing the City Manager to Execute Professional Services Agreement with Blackberg Group LLC. for an Efficiency and Business Transformation study in an amount Not-To-

131 - 212

Exceed \$100,000.

CEQA Determination: Exempt

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Blackberg Group LLC. to conduct the City's Efficiency and Business Transformation Study, in an amount not-to-exceed \$100,000.

[Staff Report - Efficiency and Transformation Study - Pdf](#)

- 10.4. Authorization of a Resolution approving a Professional Services Agreement in the amount of \$160,000 between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2025-26. 213 - 227

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Chamber of Commerce Contract Approval - Pdf](#)

- 10.5. Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Albion Surveys, Inc. for topographic surveying services at Bell Canyon Reservoir, as part of the Bell Canyon Intake Tower Replacement Project (CIP W-109), for an amount not to exceed \$15,000. 229 - 249

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Adopt a resolution approving the contract.

[Staff Report - Bell Canyon Survey For W-109 - Pdf](#)

- 10.6. Authorize the City Manager to execute payment of outstanding invoices for generator rental services and approve additional funding for continued emergency generator rental services at the Wastewater Treatment Plant (WWTP), for an additional \$47,904.78 increasing the not-to-exceed total to \$286,425. 251 - 254

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute payment of outstanding invoices for generator rental services and approve additional funding for emergency generator rental services at the Wastewater Treatment Plant (WWTP), increasing the not-to-exceed total to **\$286,425**.

[Staff Report - CD Power Rental Costs WWTP - Pdf](#)

- 10.7. Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Dr. Water Well for video inspection, cleaning, and sanitizing of Stonebridge Well 2 for a not-to-exceed cost of \$14,700. 255 - 273

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Execute a Professional Services Agreement with Dr. Water Well for video inspection, cleaning, and sanitizing of Stonebridge Well 2 for a not-to-exceed cost of \$14,700.

[Staff Report - Well inspection and cleaning services Well 2 - Pdf](#)

- 10.8. Consideration and Proposed Approval of a Resolution Authorizing the City Manager to execute Professional Services Agreement with Operational Technical Services (OTS) in a not-to-exceed amount of \$180,000 for six-months of temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher and authorize the expenditure of \$66,224.08 of underbilled expenses. 275 - 305

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff Recommends Approval of the Attached Resolution and authorization to execute the contract.

[Staff Report - OTS Operator for WWTP FY26 - Pdf](#)

- 10.9. June 2025 Review and Forecasting of City Water Supply Availability. 307 - 312

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

[Staff Report - Water Supply and Forecasting - June 2025 - Pdf](#)

- 10.10. Adopt a Resolution to authorize the City Manager to enter into a professional services agreement with Precision Wireless Service in an amount not to exceed \$14,007 for the procurement and installation of a replacement radio repeater to restore critical emergency communications infrastructure lost in the Glass Fire. 313 - 330

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council adopt a Resolution to authorize the City Manager to enter into a professional services agreement with Precision Wireless Service in an amount not to exceed \$14,007 for the procurement and installation of a replacement radio repeater.

[Staff Report - Communications Repeater replacement - Pdf](#)

- 10.11. Consideration and Proposed Adoption of a Resolution Accepting the Work and Directing the Filing of the Notice of Completion for C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation. 331 - 335

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

Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff Recommends Approval of the attached Resolution.

[Staff Report - NOC - C22-03 Jacob Meily Park - Pdf](#)

- 10.12. Consideration and Approval of a License Agreement with BodeEV for the Design, Construction, Operation, and Maintenance of Public Electric Vehicle Charging Stations at Four City-Owned Locations Project funded by grants and BodeEV Inc. 337 - 391

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

Prepared By: Andrew Bradley, Program Manager

Recommendation:

1. Approve a License Agreement with BodeEV Inc. for the design, construction, and ongoing maintenance and management of public EV charging stations at four City-owned sites.
2. Authorize the City Manager to take all other necessary actions to implement the project and meet grant deadlines .

[Staff Report - Level 2 EV Charging for City Hall, Corp Yard, Crane Park, St. Helena Public Library - Pdf](#)

[Public Comment.Christopher Warner](#)

[Public Comment.Christopher Warner2](#)

[Public Comment.Christopher Warner attachment](#)

11. PUBLIC HEARINGS

Estimated start time: 6:40 p.m.

- 11.1. Introduction and Waiver of First Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills. 393 - 407

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager

Recommendation:

That Council introduce and waive the first reading of the proposed Ordinance amending Sections 13.04.100 and 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code regarding procedures for delinquent water bills and provisions for the disconnection of water service, and procedures for handling delinquent sewer accounts.

[Staff Report - Update on Utility Billing Penalties - Pdf](#)

12. OLD BUSINESS

Estimated start time: 6:50 p.m.

- 12.1. Consideration of a resolution authorizing (1) temporary closures of portions of Adams Street, Allyn Avenue (local traffic only), Kearney Street, Stockton Street, and Tainter Street from 11:00 a.m. to 6:00 p.m. on Sunday, September 28, 2025, for the proposed Saint Helena 409 - 457

Porchfest; and (2) authorizing mobile food vendors to operate on the closed portions of the event footprint.

CEQA Determination: Not a CEQA project

Prepared By: Dave Jahns, Director of Community Services, Rebecca White, Administrative Assistant

Recommendation:

Review the event proposal and consider approval of the attached resolution.

[Staff Report - St. Helena Porchfest 2025 - Pdf Presentation](#)

[Public Comment.Jennifer Johnston](#)

[Public Comment.Josh Phelps](#)

[Public Comment.Leslie Wilks](#)

[Public Comment.Bonnie Storm](#)

- 12.2. Discussion and Direction from City Council regarding treatment of covered balconies, porches, decks and other structures for purposes of calculating gross floor area under the City's Zoning Ordinance. 459 - 517

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Receive direction from City Council on how they would like to treat covered balconies, porches, decks and similar structures under the Zoning Ordinance. City staff anticipates that after receiving direction, they will prepare an ordinance amending to the Zoning Code to carry out proposed direction of the Council, which will go to the Planning Commission for recommendation, and then return to Council for adoption.

[Staff Report - Discussion and Direction regarding the treatment of covered balconies, porches, decks and other structures - Pdf Presentation](#)

[Public Comment. Kara Smith](#)

[Public Comment. Matthew Walter](#)

[Public Comment.Kendra Craven](#)

[Public Comment.Michelle Covell 1](#)

[Public Comment.Michelle Covell 2](#)

[Public Comment.Michelle Covell 3](#)

[Public Comment.Joshua Parke](#)

[Public Comment.Daniel Hale](#)

[Public Comment.Christine Hale](#)

[Public Comment.Deborah Claymon Boeschen](#)

[Public Comment.Charles Covell 1](#)

[Public Comment.Charles Covell 2](#)

[Public Comment.John Skupny](#)

- 12.3. Consideration and proposed adoption of a Resolution authorizing the execution of a license agreement with Tauzer Apiaries, Inc., for access to a portion of City property at 1 Chaix Lane for the placement and maintenance of honeybee hives. 519 - 598

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Approve the attached resolution.
[Staff Report - License Agreement with Tauzer Apiaries Inc. - Pdf Presentation](#)
[Public Comment.CA State Beekeeper Association](#)
[Public Comment.Judy Ahmann](#)
[Public Comment.Stephen McPherson](#)
[Public Comment.Trevor Tauzer](#)
[Public Comment.Elaine de Man](#)

13. NEW BUSINESS

Estimated start time: 8:30 p.m.

- 13.1. Consideration of a resolution appointing applicants to the Planning Commission 599 - 649

CEQA Determination: Not a CEQA project
Prepared By: Erika Opp, Administrative Analyst
Recommendation:
Staff recommends adopting a resolution appointing applicants to the Planning Commission.
[Staff Report - Appointing applicants to the Planning Commission - Pdf](#)
[Public Comment.Brian Carroll](#)
[Public Comment.Claire Pott](#)
[Public Comment.Claudia Schmidt](#)
[Public Comment.Dana Johnson](#)
[Public Comment.Elizabeth Anne Clough](#)
[Public Comment.Heather Wright Foye](#)
[Public Comment.Jennifer and David Risher](#)
[Public Comment.Jesse Clifton](#)
[Public Comment.Jim Fassio](#)
[Public Comment.John Harrington](#)
[Public Comment.Kara Smith](#)
[Public Comment.Kelleen Sullivan](#)
[Public Comment.Pierette Titus](#)
[Public Comment.Agnessa Todorova](#)
[Public Comment.Andrea Jane York](#)
[Public Comment.Andrea Minoo](#)
[Public Comment.Beth Cook](#)
[Public Comment.Michelle Liu Covell](#)
[Public Comment.Mimi Martin Katz](#)

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. Napa County Local Agency Formation Commission (LAFCO)

H. Napa Valley Transportation Authority (NVTa)

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

J. Upper Valley Waste Management Agency

K. Napa County Groundwater Sustainability Plan Advisory Committee

L. Napa County Regional Climate Action Committee

M. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 12, 2025, 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 17, 2025.

Erika Opp, Administrative Analyst

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
Regular City Council Meeting
Tuesday, June 10, 2025 @ 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 Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto

Absent: Council Member Billy Summers

1. CALL TO ORDER

Mayor Dohring called the meeting to order at 6:05 p.m.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Mayor Dohring led the Pledge of Allegiance.

4. ADOPTION OF THE AGENDA

- 4.1 Council Member Aaron Barak moved to adopt the agenda. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

5. APPROVAL OF MINUTES

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of May 27, 2025.

Council Member Kate Spadarotto moved to approve the Regular Meeting Minutes of May 27, 2025. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member

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Aaron Barak, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

Tom Belt addressed the City Council.

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

City Attorney Ethan Walsh reported on the Closed Session meeting of June 10, 2025 and noted there was no reportable action.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

9. STAFF BRIEFING

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 of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, August 12, 2025, to consider objections to the proposed annexation of the property known as, 945 Main Street, St. Helena, CA (APN 009-263-007), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 152.

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

It is recommended City Council approve the Resolution and set a Public Hearing for August 12, 2025, to consider objections to the proposed annexation of the property known as 945 Main Street (APN 009-263-007), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 152.

- 10.2 Adoption of a resolution authorizing execution of a Construction Agreement with MG Masonry Inc., a fully licensed contractor, for the construction of a waste, recycling, and composting enclosure at Crane Park, in an amount not to exceed \$41,640.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

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Approval for resolution authorizing a Construction Services Agreement with MG Masonry Inc. for Construction of a Waste, Recycling, and Composting Enclosure at Crane Park.

- 10.3 Approve a Resolution authorizing the purchase of additional RF-friendly Nicor Read-Rite meter box lids from PACE Supply for CIP Project W24-04 Smart Meter Deployment, in an amount not to exceed \$48,066.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Approve the attached Resolution authorizing the purchase of additional RF-friendly Nicor Read-Rite Lids from PACE Supply for CIP Project W24-04 Smart Meter Deployment.

- 10.4 Approval of a resolution authorizing the City Manager to execute a change order with Bobcat of Santa Rosa in the amount of \$5,900. This change order accounts for sales tax that was inadvertently omitted from the original agreement. The revised not-to-exceed contract amount is \$79,213.

CEQA Determination: Exempt

Prepared By: Carlos Uribe, Assistant Public Works Operations Manager

Recommendation:

Approval of the attached resolution.

- 10.5 Approve a Resolution authorizing the purchase, delivery, and installation of two custom metal utility buildings at the Corporation Yard from Pro Metal Buildings Inc. in an amount not to exceed \$33,663, to be funded from existing appropriations.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends approval of the attached resolution.

- 10.6 Resolution of the City Council of the City of St. Helena Authorizing the City Manager to Execute Amendment 02A To Professional Services Agreement with Economy Lock and Key, Inc.; STH Contract No: 2023-018 For Security Associated with the Napa Valley College Tenant Improvement Project (NVC-Ti) for an Additional \$15,994 for a Total Not-To-Exceed Amount Of \$84,518.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends Approval of Contract Amendment 02A with Economy Lock & Key Inc. for Fire Department Door Lock Replacement for an additional

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\$15,994.00 and a not to Exceed cost of \$84,518.

- 10.7 Consideration and adoption of a resolution authorizing amendment #3 to Professional Services Agreement with Kosmont STH Contract 2023-050 for Real Estate Advisory Services for an additional \$75,000 for a contract amount not to exceed \$200,000.

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Staff recommends the City Council adopt the attached resolution.

Vice Mayor Michelle Deasy moved to approve the consent calendar items 10.1 through 10.7. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

11. PUBLIC HEARINGS

- 11.1 Appeal (APP25-002) filed by Caroline Hernandez of Outstanding in the Field and Jorge Hernandez, Property Owner, to uphold the May 20, 2025 approval of the application for a Temporary Use Permit (TUP25-005) in order to allow for the private Andrea Bocelli dinner and entertainment event to be held the Monte Olivos estate, located at 2500 Spring Mountain Road, St. Helena, within the Twenty-Acre Agriculture zoning district with a maximum attendance of 600 persons and to be held on June 20, 2025.

CEQA Determination: Exempt

Prepared By: Jackie Oneal, Senior Planner

Recommendation:

It is recommended that the City Council:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15304(e); and
2. Approve a resolution upholding the Planning Commission's approval of TUP25-005 in order to allow the Andrea Bocelli dinner and entertainment event with up to 600 guests on the Monte Olivos estate located at 2500 Spring Mountain Road.

Senior Planner, Jackie Oneal presented on the item.

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Mayor Dohring opened the Public Hearing. Andrew Clements, representing the appellant, made a brief presentation. The attorney representing the Hernandez family followed presentation, and assured Council and public on behalf of his client that the family would not host any future events that would go beyond family related affairs.

Public Comment was received by Michael Haley and Carrie Thatcher.

Police Chief, Chris Hartley and Fire Chief, John Sorensen made comments to the council.

Council Member Aaron Barak moved to approve staff's recommendation. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

- 11.2 Request by Brodie Group on behalf of the property owners, Fulton Junction Partners LLC, for approval of General Plan Amendment (GPA 2025-001) and Zoning Map Amendment (ZMA 2025-001) to change the property's land use designation from Service Commercial to Agriculture and to concurrently rezone the site from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to accommodate the future construction of a single-family home at 1030 Fulton Lane (APN 009-194-005).

CEQA Determination: Exempt

Prepared By: Jackie Oneal, Senior Planner

Recommendation:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are in compliance with the California Environmental Quality Act pursuant to Section 15303, Class 3; and
2. Adopt the attached resolution approving General Plan Amendment 2025-001 to update General Plan Figure 2.1 to change the General Plan land use designation of the property located at 1030 Fulton Lane from Service Commercial to Agriculture; and
3. Introduce and waive first reading of the attached Ordinance for Zoning Map Amendment ZMA 2025-001 to rezone the property located at 1030 Fulton Lane from Service Commercial to Twenty-Acre Agriculture and incorporate these changes into the General Plan and Zoning Maps.

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Senior Planner Jackie Oneal presented on the item.

Mayor Dohring opened the Public Hearing; Eric Lundquist spoke on behalf of the applicant.

Discussion was turned over to Council. Questions and comments were made.

Vice Mayor Michelle Deasy moved to approve staff's recommendations. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

- 11.3 Introduce and waive the first reading of an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the Fire Hazard Severity Zones as recommended by CalFire and to provide authorization for fees for the inspection of properties that are sold in high or very high fire hazard severity zones.

CEQA Determination: Exempt

Prepared By: John Sorensen, Fire Chief

Recommendation:

Recommend that the City Council:

1. Introduce and waive the first reading of an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the fire hazard severity zones; and
2. Provide authorization for fees for the inspection of properties that are sold in high or very high fire hazard severity zone.

Fire Chief John Sorensen presented on the item.

Mayor Dohring opened the Public Hearing; no public comments were made.

Discussion was turned over to the Council.

Council Member Kate Spadarotto moved to approve staff's recommendations. The motion was seconded by Vice Mayor Michelle Deasy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto

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NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

12. OLD BUSINESS

12.1 Proposed Approval of a Resolution Adopting the FY 2025-26 and FY 2026-27 Biennial Budget.

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

City Manager Anil Comelo and Administrative Services Director Mandy Kellogg presented the item.

Mayor Dohring opened Public Comment; public comment was received by Marcus Marquez and Amy Carraba-Salazar

Following staff's presentation, the discussion was turned over to Council. Council Members asked questions and provided comments. It was the consensus of the Council to adopt the budget as presented by staff. Additionally, when the Chamber contract is brought back for consideration, staff would increase the funding to \$160,000 and make the necessary budget adjustment.

Council Member Aaron Barak moved to approve the resolution. The motion was seconded by Vice Mayor Michelle Deasy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

Mayor Dohring called for a 10-minute break at 8:30 p.m.

Council resumed at 8:40 p.m.

13. NEW BUSINESS

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13.1 This item was not heard.

~~Approval of Resolution Authorizing the City Manager to Execute Professional Services Agreement with Matrix Consulting Group for an Efficiency and Business Transformation study in an amount Not-To-Exceed \$90,960.~~

CEQA Determination: Exempt

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Matrix Consulting Group to conduct the City's Efficiency and Business Transformation Study, in an amount not-to-exceed \$90,960.

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. Napa County Local Agency Formation Commission (LAFCO)

H. Napa Valley Transportation Authority (NVTa)

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

J. Upper Valley Waste Management Agency

K. Napa County Groundwater Sustainability Plan Advisory Committee

L. Napa County Regional Climate Action Committee

M. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 8:44 p.m.

Regular City Council
June 10, 2025

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Erika Opp, Acting City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, June 24, 2025 @ 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 Michelle Deasy, Council Member Aaron Barak, Council Member Kate Spadarotto, and Council Member Billy Summers

Absent:

1. CALL TO ORDER

Mayor Dohring called the meeting to order at 6:00 p.m.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Mayor Dohring led the Pledge of Allegiance.

4. ADOPTION OF THE AGENDA

Acting City Clerk Erika Opp noted that Item 7.2 would not be heard.

Council Member Aaron Barak moved to approve amended agenda. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

5. PUBLIC FORUM:

Carl Dene addressed the City Council.

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

Community Services Director, Dave Jahns gave a brief update on the Summer Concert Series and invited the community to attend the 4th of July celebrations.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 Parks and Recreation Chair Report

Parks and Recreation Commissioner John Thompson made a brief presentation to the City Council.

7.2 This item was not heard.

~~Measure H Oversight Committee Chair Report~~

8. STAFF BRIEFING

9. CONSENT ITEMS

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

9.1 Consideration and Proposed Adoption of a Resolution Adopting a List of Projects for Fiscal Year 2025-26 funded by SB1: The Road Repair and Accountability Act of 2017.

CEQA Determination: Not a CEQA project
Prepared By: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends approval of the attached resolution.

9.2 Approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2025-26 and the Selection of Current Year Adjustment Factors.

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

9.3 Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase 1 Project.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager

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Recommendation:
Approve the Resolution.

- 9.4 Consideration of a resolution approving (1) a temporary closure of Tainter Street between Kearney Street and Oak Avenue on Sunday, July 20, 2025, from 6:00 a.m. to 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages and the operation of mobile food vendors on this public street for the Guelaguetza St. Helena 2025 event scheduled for Sunday, July 20, 2025, from approximately 11:00 a.m. to 6:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Approval of the attached resolution.

- 9.5 May 2025 Review and Forecasting of City Water Supply Availability.

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

- 9.6 Consideration of a resolution authorizing the purchase of a Bobcat 24" High-Flow Planer for a total not-to-exceed amount of \$20,950 for Public Works Operations.

CEQA Determination: Not a CEQA project
Prepared By: Juan Gonzalez
Recommendation:
Approval of the attached resolution.

- 9.7 Second reading and adoption of an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the Fire Hazard Severity Zones as recommended by CalFire and to provide authorization for fees for the inspection of properties that are sold in high or very high fire hazard severity zones.

CEQA Determination: Exempt
Prepared By: John Sorensen, Fire Chief
Recommendation:
Recommend that the City Council:

1. Conduct the second reading and adopt an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the fire hazard severity zones; and 2. provide authorization for fees for the inspection of properties that are sold in HIGH or VERY HIGH fire hazard severity zones.

- 9.8 Approval of a resolution authorizing the purchase and installation of new perimeter security fencing at the Corporation Yard from R & S Erection of

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Richmond, Inc. for an amount not-to-exceed \$151,580, including tax and contingency, to be funded from the FY2024/25 Public Works Administration budget.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council approve the construction contract for the purchase and installation of new perimeter security fencing at the Corporation Yard for an amount not-to-exceed \$151,580, including tax and contingency, to be funded from unspent professional contracts in the Public Works Administration budget.

- 9.9 Approval of Resolution authorizing a cost-sharing model and Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District with a three-year term, in which the District will fund 75% of the cost of a School Resource Officer, reimbursing the City approximately \$160,000 annually.

CEQA Determination: Exempt

Prepared By: Justin Tharp, Lieutenant

Recommendation:

Staff recommends that the City Council approve the cost-sharing model and Memorandum of Understanding (MOU).

- 9.10 Proposed Approval of a Resolution:
- (1) Approving Amendment #4 to the Memorandum of Understanding Between the City of St. Helena and the Police Officers' Association (POA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and
 - (2) Approving the Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and
 - (3) Approving Amendment #1 to the Memorandum of Understanding Between the City of St. Helena and the St. Helena Professional Firefighters Association (SHPFA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and
 - (4) Approving Amendment #12 to the Unrepresented Compensation Program for a One-year period Commencing on July 1, 2025 and expiring on June 30, 2026; and
 - (5) Adopting and Approving the Publicly Available Pay Schedules in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Police Officers' Association (POA), St. Helena Employees Association (SHEA), Unrepresented Compensation Program, and certain Part-time Classifications.

CEQA Determination: Not a CEQA project

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Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 9.11 Consideration and Proposed Approval of a Resolution Rescinding Resolution No. 2019-109 and Adopting the Amended Investment Policy P-FI-0002 for the City of St. Helena.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 9.12 Consideration and Proposed Approval of a Resolution Extending the Waiving of Sign Fees for Businesses.

CEQA Determination: Not a CEQA project

Prepared By: Jackie Oneal, Senior Planner

Recommendation:

Staff recommends the City Council approve the attached resolution.

- 9.13 Adoption and second reading of an Ordinance approving an amendment the Zoning Map to rezone the property at 1030 Fulton Lane from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to accommodate the future construction of a single-family home.

CEQA Determination: Exempt

Prepared By: Jackie Oneal, Senior Planner

Recommendation:

Adoption by title only and waive the second reading of the proposed Ordinance to:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are in compliance with the California Environmental Quality Act pursuant to Section 15303, Class 3; and
2. Adopt the attached resolution approving General Plan Amendment 2025-001 to update General Plan Figure 2.1 to change the General Plan land use designation of the property located at 1030 Fulton Lane from Service Commercial to Agriculture; and
3. Introduce and waive first reading of the attached Ordinance for Zoning Map Amendment ZMA 2025-001 to rezone the property located at 1030 Fulton Lane from Service Commercial to Twenty-Acre Agriculture and incorporate these changes into the General Plan and Zoning Maps.

- 9.14 Consideration and adoption of a Resolution: (1) Awarding the R25-79 Pavement Restoration Project to JD General Engineering Corp in the amount of \$1,420,640; (2) Authorizing the City Manager to execute the Construction Contract with JD General Engineering Corp; (3) Authorizing the Director of

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Public Works to approve Change Orders not-to-exceed 15% of the contract amount; (4) Allocating a Portion of the Contract Work and Funding to Project R19-05 (Crane Portion) to Achieve Cost Savings; (5) Determining the Project to be Exempt from the Requirements of the California Environmental Quality Act (CEQA); (6) Requesting a budget increase for project R19-05 of \$324,539; and (7) Requesting budget amendments to properly account for purchases in the Operating Budget.

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

Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

- 9.15 Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 4 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$486,900 with HydroScience Engineers for services to fulfill CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$2,507,296 and approve updated budget for CIP Project S-52 reallocating funds from FY2025-26 GO Bond Funds to FY2024-25.

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Approval of Amendment No. 4 and updated CIP Budget.

- 9.16 Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement STH Contract: FY20204-091 in the amount of \$18,700 with Oscar Larson & Associates for services to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of \$63,000.

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to the existing contract with Oscar Larson & Associates for an additional \$18,700 for the Water Tank #2 Rehabilitation (W-101) for a total not-to-exceed \$63,000.

- 9.17 Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Oscar Larson & Associates, in an amount not-to-exceed \$123,800 for Capital Improvement Project W24-02 Napa Intertie Pump Station (Rutherford) Replacement.

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CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with Oscar Larson & Associates for a not-to-exceed amount of \$123,800 for CIP Project W24-02 Napa Intertie Pump Station (Rutherford) Replacement.

Council Member Kate Spadarotto moved to adopt the Consent Calendar items 9.1 through 9.17. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10. PUBLIC HEARINGS

- 10.1 Approval of a Resolution adopting new Planning Fees in response to new planning application types.

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager, Maya DeRosa, Community Development Director

Recommendation:

Staff recommends approval of the attached resolution adopting the new planning application fees, which will take effect on September 1, 2025.

Community Development Director, Maya DeRosa reported on the item.

Mayor Dohring opened the Public Hearing; Elaine de Man made a public comment.

Discussion was turned over to the Council where comments and questions were made.

Council Member Aaron Barak moved to approve the resolution with amended fees noted. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

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AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10.2 Introduction and Waive of First Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager

Recommendation:

Adoption by title only and waive the first reading of the proposed Ordinance amending Sections 13.04.100 and 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code regarding procedures for delinquent water bills and provisions for the disconnection of water service, and procedures for handling delinquent sewer accounts.

Finance Manager, Martin Beltran presented on the item.

Mayor Dohring opened the Public Hearing; no public comment was received.

Discussion was turned over to the Council. It was determined that item would be brought back to Council

11. NEW BUSINESS

11.1 Discussion and Direction Regarding the Use of Modular Housing Units at the Water and Wastewater Treatment Plants for Staff Housing.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council discuss and provide direction regarding the installation of modular, premanufactured housing units at the Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) to support the recruitment and retention of staff and use Water/Wastewater Enterprise Funds for this purpose.

Deputy City Manager, Lesley Milton presented the item.

Mayor Dohring opened public comment; public comment was received by

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Elaine de Man and Carl Dene.

Discussion was turned over to Council. The council directed staff to take a look at doing two two-bedroom units; one at the water plant and one at the wastewater treatment plant to be funded from the water fund and prioritized for employees at those facilities.

Mayor Dohring called for a 10-minute recess at 7:46 PM. Council resumed at 7:57 p.m.

11.2 Appeal of utility bill by Dene Properties LLC

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager

Recommendation:

Staff is seeking direction from City Council regarding the appeal. A single resolution with 3 options has been provided for Council consideration/direction: (1) Deny the appeal; OR (2) Grant appeal for full refund; OR (3) Grant appeal for partial refund.

Finance Manager, Martin Beltran reported on the item.

Mayor Dohring opened up public comment; The appellant, Carl Dene spoke on the matter.

Discussion was turned over to Council where the determination was made to grant 50% of the appeal for a partial refund.

Council Member Aaron Barak moved to approve resolution granting appellant 50% of the appeal for a partial refund. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11.3 Review and discussion of the proposed temporary street closures and operation of mobile food vendors for the 2025 St. Helena Porchfest on Sunday, September 28, 2025.

CEQA Determination: Not a CEQA project

Prepared By: Dave Jahns, Director of Community Services, Rebecca White,

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Administrative Assistant

Recommendation:

Review the event proposal and provide feedback and direction to staff. Based on feedback and direction received, Staff anticipates bringing forward a formal request for approval or denial of the road closure requests at the July 22, 2025, City Council meeting.

Director of Community Services, Dave Jahns made presentation on the item. Following Director Jahns, Porchfest organizers, Rachael Clark and Alex Weeks presented.

Mayor Dohring opened up public comment; public comment was received by John Haniford, Elaine de Man, David Kearney Brown, Katherine Gold, Graham Jones and Katherine Dann.

Discussion was turned over to the Council for direction. At 9:00 p.m. Mayor Dohring asked for a motion to continue to 9:30 p.m. Vice Mayor Deasy made motion to extend to 9:30 p.m. The motion was seconded by Council Member Summers and by voice vote all were in favor.

The council recommended that the organizers continue to meet with the Community Services Director and return with assurances of their ability to perform, or clear evidence demonstrating such capability. This should be accompanied by the conditional requirements set forth by the Parks and Recreation Commission, and the exact dollar amount for the required insurance coverage, and a more detailed understanding of the financials involved.

- 11.4 Approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Parks and Recreation Commission, Library Board of Trustees and consider leaving the recruitment open for the unfilled terms of office until filled.

CEQA Determination: Not a CEQA project

Prepared By: Erika Opp, Administrative Analyst

Recommendation:

Staff recommends adopting a resolution appointing applicants to the following committees:

Active Transportation Sustainability Committee

Library Board of Trustees

Parks & Recreation Committee

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Mayor Dohring introduced the item.

No public comment was made.

Mayor Paul Dohring moved appoint the following applicants to Boards, Committees and Commissions:

Jeff Farmer and John Zimmerman to the Active Transportation and Sustainability Committee, Gillian Casey, Jonathan Furuta and Juana Navarro to the Library Board of Directors and Julie Jenanyan to one of two spots open on the Parks and Recreation Commission

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

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Aaron Barak, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. CITY COUNCIL REPORTS:

- 12.1 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. Napa County Local Agency Formation Commission (LAFCO)
- H. Napa Valley Transportation Authority (NVTa)
- I. Napa County Watershed Information Center & Conservancy (WICC)

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J. Upper Valley Waste Management Agency

K. Napa County Groundwater Sustainability Plan Advisory Committee

L. Napa County Regional Climate Action Committee

M. Council Ad Hoc and Standing Committee Reports

13. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:30 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

From: [Leslie Stanton](#)
To: [City Clerk](#)
Subject: Concerning Old City Hall Main Street
Date: Friday, July 11, 2025 8:32:24 PM

City Clerk please add this email on to the City Council. Thank you. L. Stanton

Mayor and City Council Members -

Please, no, don't sell that Main Street property to a hotel developer. We need another half-filled hotel like we need a hole in the head. That prime piece of real estate is community property. Please think of the future and not of some money going to waste in the short term.
Sincerely, Leslie Stanton

**Proclamation
City of St. Helena
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 22, 2025

Paul Jamison Dohring, Mayor
City of St. Helena



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Police

DATE:	July 22, 2025
FROM:	Justin Tharp, Lieutenant
SUBJECT:	Consideration and Approval of a new three-year contract with UpValley Centers Family for Coordination Management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program, commencing July 1, 2025, through June 30, 2028, for a total contract amount not to exceed \$90,000 (annual contract amount of \$30,000).
RECOMMENDED ACTION:	Recommend approval of attached Resolution.
PREVIOUS COUNCIL ACTION:	Council approved a Juvenile Diversion Contract with Up Valley Family Center June 9, 2020, by unanimous approval of the consent calendar per the attached meeting minutes (Exhibit A).
STATEMENT OF THE PURPOSE:	Enter into a three-year contract with the Up Valley Family Centers of Napa County to provide a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program.
FINANCIAL IMPACT:	The fiscal impact of this contract amendment is minimal. The total cost of \$90,000 (\$30,000 per year) over the three-year contract term is budgeted in the Police Department's existing operating budget and will be funded through the General Fund. No additional appropriations are required.

BACKGROUND:

The Juvenile Diversion Program is a rehabilitation and second-chance initiative offered to first-time juvenile offenders. The program focuses on promoting accountability and positive life choices by providing education in life skills, decision-making, drug and alcohol prevention, and personal responsibility. It also includes counseling services and access to alternative resources for both youth participants and their families. Upon successful completion of the program, all criminal charges are dismissed. The participant avoids entry into the criminal justice system, leaving no record of a criminal offense.

The Juvenile Diversion program was first implemented by the St. Helena Police Department in 2001 and was initially managed in-house. In 2005, as the program expanded. The city entered a collaborative agreement with the Boys and Girls Club and the Calistoga Police Department. Under this arrangement, the Boys and Girls Club

provided a dedicated counselor to manage program operations and the case load, with funding responsibilities shared among the three agencies. In 2017, the Cities of St. Helena and Calistoga transitioned away from the Boys and Girls Club and entered into a new three-year agreement with UpValley Family Centers. This transition enhanced efficiency, program costs. The UpValley Family Centers collaborated to secure a qualified program manager and established a cost-sharing structure, ensuring the continued quality and sustainability of the program. The most recent contract with UpValley Family Centers expired on June 30, 2023, and is due for renewal. Approval of this contract allows the UpValley Family Center to apply for grants to help fund the Juvenile Diversion Program.

DISCUSSION:

The City of St. Helena pays \$30,000 annually for the Juvenile Diversion program. Attached is the Scope of Work and an overview of the Juvenile Diversion program. City staff requests Council approval of a new professional contract with UpValley Family Centers, effective July 1, 2025, through June 30, 2028. The City agrees to pay the Up Valley Family Center \$30,000 annually for the next three years for a total not exceeding \$90,000. This is a continuation of services already rendered by the UpValley Family Centers and is allocated in the Police Department's current budget.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
 Goal 5: Enhance Quality of Life
 Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution - UpValley Family Centers \(002\)-c1](#)
[Agreement St. Helena UpValley Family Centers-c1](#)
[UVFC Juvenile Diversion scope of work FY26](#)
[Prior STH Contract 2017-061-01A 11-17-21 UVFC Diversioncontract FY22](#)
[Exhibit A - June 9 2020 Approved Meeting Minutes](#)

CITY OF ST. HELENA**RESOLUTION NO. 2025-__**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH UPVALLEY FAMILY CENTERS OF NAPA COUNTY FOR COORDINATION AND MANAGEMENT OF A JUVENILE DIVERSION PROGRAM AND DRUG/ALCOHOL PREVENTION EDUCATION PROGRAM SERVICES IN AN AMOUNT NOT-TO-EXCEED \$90,000.

RECITALS

- A. On August 1, 2017, the City of St. Helena, City of Calistoga, and UpValley Family Centers entered into an agreement to provide coordination and management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program Services; and
- B. In April 2025, UpValley Family Centers requested a three-year contract extension for the Juvenile Diversion Program; and
- C. The City of St. Helena desires to continue utilizing UpValley Family Centers to provide these services through FY 2027-2028, at \$30,000 each fiscal year, for a total not-to-exceed amount of \$90,000.

RESOLUTION

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

1. The City Council of the City of St. Helena hereby authorizes the City Manager to execute a Professional Services Agreement with UpValley Family Centers of Napa County through June 30, 2028, for a total contract amount not-to-exceed amount of \$90,000 per year; and
2. Funding is as follows:

Description	Fund	GL Account	Amount
FY26 Approved Operating Budget	General Fund	101-49-00-21-30	30,000
FY27 Approved Operating Budget	General Fund	101-49-00-21-30	30,000
Staff will request during FY28 Budget Development	General Fund	101-49-00-21-30	30,000

Total	90,000
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Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on July 22, 2025 by and between the City of St. Helena, located in the County of Napa, State of California (City), and UpValley Family Centers of Napa County, located in in the County of Napa, State of California (Consultant).

RECITALS:

A. Since 2017, the City has retained Consultant to provide coordination and management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program Services.

B. City desires to retain Consultant to continue providing professional services in connection with the project described as coordination and management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program Services.

C. 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 – TERM AND TIME FOR COMPLETION

The term of this Agreement shall be July 1, 2025 through June 30, 2028. 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 \$30,000 for each fiscal year, for Fiscal Years 2025-26, 2026-27, and 2027-28. Total compensation shall not exceed \$90,000 unless additional compensation is approved in accordance with Section 2.

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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 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 errors or omissions in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents 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. For the avoidance of doubt, in meeting its obligations under this Agreement, Consultant shall employ, 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 accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject work by a timely written explanation. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

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SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$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. 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. Sexual Abuse or Molestation ("SAM") Liability: If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

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

employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner

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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 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.

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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. Notwithstanding the foregoing, any reuse or modification of Consultant's and/or its Sub-Consultants' instruments of service without Consultant's and/or its Sub-Consultants' written authorization and/or adaptation for the specific purpose intended shall be at the sole risk of City and/or any third party and without liability to Consultant.

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

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

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to

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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

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: Anil Comelo
City Manager

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City of St. Helena
1088 College Avenue
St. Helena, California 94574

To Consultant: Jenny Ocón
Executive Director
UpValley Family Centers of Napa County
1440 Spring Street
St. Helena, CA 94574

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

SECTION 21 – TERMINATION

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

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

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Any amounts the City has paid in advance shall be returned to the City on a prorated basis.

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 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 24 – SUCCESSORS AND ASSIGNS

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

SECTION 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

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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 said act or failure to act, or termination of this Agreement, whichever is earlier, except for errors, omissions and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the errors, omissions 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.

City:

Consultant

By: _____
Anil Comelo
City Manager

By: _____
Jenny Ocón
Executive Director

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

Exhibit A
Scope of Services

**UpValley Family Centers of Napa County
Annual Scope of Work for Juvenile Diversion Program**

The Juvenile Diversion Program is designed for youth ages 5 – 18 years old who are displaying delinquent behaviors, which have led to contact with the police. In lieu of being processed into the juvenile court and probation system, this is an alternative program that involves but is not limited to counseling, education, community service, consequences (i.e. restitution to victims), behavior modification, and positive activities and lifestyle choices. The Juvenile Diversion Program is a voluntary option agreed to by youth and their parents via a Juvenile Diversion Contract. Failure to complete the contract in its entirety results in processing the juvenile into the juvenile criminal justice and probation system as originally intended. Juvenile Diversion contracts are tailored to the youth based on their needs, the delinquent behavior, and legal requirements (i.e. California Proposition 64 and other legislative requirements).

The Juvenile Diversion Program utilizes public, government, and non-profit agencies and services based on the individual youth needs. Juvenile Diversion contracts are meant to be for a term no longer than 9 months however, juveniles may continue to participate in programming after successful completion of the Diversion contract based on individual needs. The Juvenile Diversion program is managed by the Juvenile Diversion Officer who conducts, coordinates, and oversees the youth's participation in the Juvenile Diversion Program. Some aspects of the Juvenile program, specifically counseling and education services, may be client fee based and the responsibility of the parent/youth as required by the Juvenile Diversion Contract. The Juvenile Diversion Officer and program reports to the Chief of Police.

Services to be provided:

1. Manage and oversee all aspects of the Police Department Juvenile Diversion Program. Accept referrals from the Police Department, and may accept referrals from school officials regarding youth displaying delinquent behavior which has led to law enforcement contact and a recommendation to offer Juvenile Diversion in lieu of being processed into the criminal justice system. Criteria for referrals (including but not limited to:
 - a. Involved in and/or accused of criminal activity
 - b. Defiant and/or disruptive behavior
 - c. Gang Affiliation
 - d. Substance Abuse
 - e. Habitual truancy and exhibits one or more of the above.

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All cases will be documented and tracked via a police report number, citation, or issued Juvenile Diversion case number. Meet with youth and parents to develop a contract and to provide case support. Maintain and manage all program files and contracts. Ensure confidentiality of client information.

2. Assist in the development and presentation of crime prevention programs relating to delinquency, gangs and substance abuse (i.e. DARE, Restorative Justice Process)
3. Represent the Police Department on the Student Attendance Review Board (SARB) or other review processes such as a Restorative Justice Process, etc.
4. Liaison with other law enforcement agencies, county services, schools, counseling services, and other service providers as a means of improving the delivery of services relating to this program
5. Attend and coordinate meetings with school, law enforcement, and other service provider representatives relating to the prevention of crime, delinquency, gang membership, or substance abuse among youth.
6. Provide services, when assigned, to juveniles who are or may be victims of crime.
7. Prepare accurate and thorough reports which document the operations of the program including clients, services, and hours, every 6-months and annually.
8. Perform other related duties as may be required, such as assist with DARE instruction or other outreach programs and presentations.

City of St. Helena Police Department agrees to provide the following:

1. Use of department computers.
2. Provide department email account.
3. Use of copy machine, office space, and office supplies.
4. Use of police department vehicle may be made available on a case-by-case basis.
5. Provide supplemental training required to perform duties as the Juvenile Diversion Coordinator as approved by the Chief of Police.

**UpValley Family Centers of Napa County
Annual Scope of Work for Juvenile Diversion Program**

The Juvenile Diversion Program is designed for youth ages 12 – 18 years old who are displaying delinquent behaviors, which have led to contact with the police. In lieu of being processed into the juvenile court and probation system, this is an alternative program that involves but is not limited to counseling, education, community service, consequences (i.e. restitution to victims), behavior modification, and positive activities and lifestyle choices. The Juvenile Diversion Program is a voluntary option agreed to by youth and their parents via a Juvenile Diversion Contract. Failure to complete the contract in its entirety results in processing the juvenile into the juvenile criminal justice and probation system as originally intended. Juvenile Diversion contracts are tailored to the youth based on their needs, the delinquent behavior, and legal requirements (i.e. California Proposition 64 and other legislative requirements).

Services to be provided:

1. Manage and oversee all aspects of the Police Department Juvenile Diversion Program. Accept referrals from the Police Department, and may accept referrals from school officials regarding youth displaying delinquent behavior which has led to law enforcement contact and a recommendation to offer Juvenile Diversion in lieu of being processed into the criminal justice system. All cases will be documented and tracked via a police report number, citation, or issued Juvenile Diversion case number. Meet with youth and parents to develop a contract and to provide case support. Maintain all program files and contracts. Ensure confidentiality of client information.
2. Assist in the development and presentation of crime prevention programs relating to delinquency, gangs and substance abuse (i.e. DARE, Restorative Justice Process)
3. Represent the Police Department on the Student Attendance Review Board (SARB) or other review processes such as a Restorative Justice Process, etc.
4. Liaison with other law enforcement agencies, county services, schools, counseling services, and other service providers as a means of improving the delivery of services relating to this program.
5. Provide services, when assigned, to juveniles who are or may be victims of crime.
6. Prepare accurate and thorough reports which document the operations of the program including clients, services, and hours, every 6-months and annually.

City of St. Helena Police Department agrees to provide the following:

1. Use of department computers.
2. Provide department email account.
3. Use of copy machine, office space, and office supplies.
4. Use of police department vehicle may be made available on a case-by-case basis.
5. Provide supplemental training required to perform duties as the Juvenile Diversion Coordinator as approved by the Chief of Police.

STH FY2017-061-01A

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT WITH UPVALLEY FAMILY CENTERS; CONTRACT NO: 2017-061 AND CALISTOGA AGREEMENT NO. 731 FOR COORDINATION AND MANAGEMENT OF A JUVENILE DIVERSION PROGRAM AND DRUG/ALCOHOL PREVENTION EDUCATION PROGRAM SERVICES FOR AN ADDITIONAL \$10,000 FOR A TOTAL ANNUALY CONTRACT AMOUNT NOT-TO-EXCEED \$60,000 TO BE DIVIDED EQUALLY BETWEEN THE CITY OF ST. HELENA AND THE CITY OF CALISTOGA.

This First Amendment to Professional Services Agreement City of St. Helena STH Contract: Fiscal Year 2017-061 and City of Calistoga Agreement No. 731 dated August 1, 2017 ("Agreement") is made as of this 17th day of November, 2020 by and between the City of St. Helena, the City of Calistoga, and UpValley Family Centers.

RECITALS

- A. On August 1, 2017, the City of St. Helena, City of Calistoga, and UpValley Family Centers entered into an agreement to provide coordination and management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program Services; and
- B. In February 2020, the City of St. Helena and the City of Calistoga received notification from UpValley Family Centers in an increase in service rates; and
- D. The City of St. Helena and City of Calistoga desires to continue utilizing UpValley Family Centers to provide these services; and
- E. The City of St. Helena, City of Calistoga, and UpValley Family Centers now desire to amend the Agreement for an additional \$10,000 annually to be split equally between the City of St. Helena and the City of Calistoga and extend the term of the contract to June 30, 2023.

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:

"CALISTOGA and ST. HELENA agree to pay the UPVALLEY FAMILY CENTERS \$30,000 each, per fiscal year, for the Juvenile Diversion Program and Drug/Alcohol Prevention Education Program services. Total annual compensation shall not exceed \$60,000..."

- 2. Section 3. Time of Performance, is amended to read as follows:

"The term of this agreement shall be for a period of June 30, 2020 through June 30, 2023."

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

Page 1 of 2

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2017-061 and City of Calistoga Agreement 731 with UpValley Family Centers

Entered as of the day and year first above stated.

CITY OF CALISTOGA:
a Municipal Corporation

By: Michael Kirn

Print Name: Michael Kirn

Title: City Manager

ATTEST:

Hilary Gaede

City of Calistoga Deputy City Clerk
Hilary Gaede

CITY OF ST. HELENA:
a Municipal Corporation

By: Mark T. Prestwich

Print Name: Mark T. Prestwich

Title: City Manager

ATTEST:

Cindy Tzafofopoulos

City of St. Helena City Clerk
Cindy Tzafofopoulos

APPROVED AS TO FORM:

Ethan Walsh, City Attorney St. Helena

UPVALLEY FAMILY CENTERS

By: Jenny Ocon

Print Name: Jenny Ocon

Title: Executive Director

Page 2 of 2

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY
2017-061 and City of Calistoga Agreement 731 with UpValley Family Centers

EXHIBIT 'A' :**SCOPE OF WORK****JUVENILE DIVERSION PROGRAM****Program Description:**

A youth program designed to target At Risk Youth ages 5 – 18 years old who are displaying delinquent behaviors which have led to contact with the police. The Juvenile Diversion Program is an alternative program that involves but not limited to counseling, education, 40 hours of community service, consequences (i.e. restitution to victims), behavior modification, and positive activities and lifestyle choices in lieu of being processed into the juvenile court and probation system. The Juvenile Diversion Program option for youth and parents is a voluntary option agreed upon via a Juvenile Diversion Contract. Failure to complete the contract in its entirety results in processing the juvenile into the juvenile criminal justice and probation system as originally intended.

Juvenile Diversion contracts are tailored to the juvenile based on the needs of the juvenile, the delinquent behavior, and legal requirements (i.e. as outlined in California Proposition 64 and other legislative requirements). The Juvenile Diversion Program utilizes public, government, and non-profit agencies and services based on the individual youth needs. Juvenile Diversion contracts are meant to be for a term no longer than 9 months however, juveniles may continue to participate in programming after successful completion of the Diversion contract based on individual needs. The Juvenile Diversion program is managed by the Juvenile Diversion Officer who conducts, coordinates, and oversees the youth's participation in the Juvenile Diversion Program. Some aspects of the Juvenile program, specifically counseling and education services, may be client fee based and the responsibility of the parent/youth as required by the Juvenile Diversion Contract. The Juvenile Diversion Officer and program reports to the Chief of Police.

Juvenile Diversion Officers Duties & Responsibilities:

1. Manage and oversee all aspects of the Police Department Juvenile Diversion Program
2. Develop, maintain, and oversee Juvenile Diversion program files and contracts.
3. Accept referrals from the Police Department and may accept School officials regarding youth who are at risk and are displaying delinquent behavior or has led to law enforcement contact where a recommendation is to offer Juvenile Diversion in lieu of being processed into the criminal justice system. All cases are to be documented and tracked via a police report number, citation, or issued Juvenile Diversion case number.

Criteria for referrals (including but not limited to):

- a. Involved in and/or accused of criminal activity
 - b. Defiant and/or disruptive behavior
 - c. Gang Affiliation
 - d. Substance Abuse
 - e. Habitual truancy and exhibits one or more of the above.
4. Arrange and meet with parents and youth to develop and sign Juvenile Diversion Contracts.
 5. Manage and coordinate all aspects of the Diversion Contract.
 6. Assist in the development and presentation of crime prevention programs relating to delinquency, gangs and substance abuse among youth (i.e. DARE program, Restorative Justice Process, etc...)
 7. Represent the Police Department on the Student Attendance Review Board (SARB) or other review processes such as a Restorative Justice Process, etc...
 8. Liaison with other law enforcement agencies, county services, schools, counseling services, and other outreach services as a means of improving the delivery of services relating to this program.
 9. Attend and coordinate meetings with school, law enforcement, and other service provider representatives relating to the prevention of crime, delinquency, gang membership, or substance abuse among youth.
 10. Provide services, when assigned, to juveniles who are or may be victims of crime.
 11. Receive and maintain confidential information from law enforcement and school sources.
 12. Prepare accurate and thorough reports which document the operations of the program including clients, services, and hours.
 13. Develop and provide reports as to the level services and number of clients served both successfully and not completing the program. The reports are to be minimally quarterly and End of Year reports but monthly reports may be requested on a case by case basis.
 14. Perform other related duties as may be required, such as assist with DARE instruction or other outreach programs and presentations.

Police Department Provided Resources, Training, & Equipment:

1. Use of department computers
2. Provide department email account
3. Use of copy machine, office space, and office supplies
4. Use of police department vehicle may be made available on a case by case basis.
5. Provide supplemental training such as DARE training or other certified training required to perform duties as the Juvenile Diversion Officer as approved by the Chief of Police.

EXHIBIT A

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, June 9, 2020 @ 6:00 PM

In accordance with Executive Orders N-25-20, N-29-20, and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways: Members of the public may not physically attend meetings. The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofsthelelena.org.

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

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

Absent: None

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC FORUM:**

Mike Hackett, Kelly Anderson, Dave Kearney-Brown, Angela Zivkovic and Jim Wilson addressed the City Council.

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

City Attorney Kara Ueda noted that there was no reportable action taken in closed session.

Reports by Staff and City Council Members were made.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1 None

7. STAFF BRIEFING

7.1 Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer

Public Works Director Erica Ahmann Smithies provided an update.

7.2 Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer

Public Works Director Erica Ahmann Smithies provided an update.

8. CONSENT ITEMS

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

8.1 Consideration and proposed approval of Regular Meeting Minutes of January 28, 2020 and February 11, 2020.

8.2 Consideration and Approval Amendment #1 to STH Contract No: 2017-061 and Calistoga Agreement No. 731 with UpValley Family Centers for Coordination and Management of a Juvenile Diversion Program and Drug/Alcohol Prevention Education Program extending the term of the agreement through June 30, 2023 and increasing the compensation \$10,000 each year, for a total annual contract amount not-to-exceed \$60,000 to be divided equally between the City of St. Helena and the City of Calistoga.

CEQA Determination: Exempt
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Recommend approval.

8.3 Consideration and approval of a Resolution 2020-53 in Support of the Napa Valley Transportation Authority's (NVTa) Solution for Congested Corridors (SCC) Program and Local Partnership Program (LPP) grant applications for the Soscol Junction interchange Project and authorizing of the Mayor to support on behalf of the St. Helena City Council.

CEQA Determination: Exempt
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Consideration and approval of a Resolution in Support of the Napa Valley Transportation Authority's (NVTa) Solution for Congested Corridors (SCC) Program and Local Partnership Program (LPP) grant applications for the Soscol Junction interchange Project and authorizing of the Mayor to support on behalf of the St. Helena City Council.

- 8.4 Adopt Resolution 2020-54 approving the 2020 draft update of Napa County Multi-Jurisdictional Hazard Mitigation Plan ("Mitigation Plan")

CEQA Determination: Exempt

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Adopt Resolution approving the 2020 draft update of Napa County Multi-Jurisdictional Hazard Mitigation Plan ("Mitigation Plan")

- 8.5 Consideration and Proposed Resolution 2020-55: (1)Amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include C20-08, Public Works Corporation Yard Fuel Tank; and (2) Authorizing a budget of \$50,000 for CIP C20-08

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt a Resolution: (1)Amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include C20-08, Public Works Corporation Yard Fuel Tank; and (2) Authorizing a budget of \$50,000 for CIP C20-08.

Item 8.6 was pulled from consent.

- 8.6 ~~Consideration and proposed approval of a resolution approving an extension to the joint use agreement with St. Helena Unified School District for the use of Vintage Hall Board Room through September 30, 2020 for an additional cost of \$2,750 for a total cost not to exceed \$39,750~~

- 8.7 Consideration and proposed approval of a resolution 2020-57 adopting the Five-Year Capital Improvement Program (Fiscal Years 2020-21 to 2024-25)

CEQA Determination: Not a CEQA project

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council approve the attached Resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2020-21 to 2024-25.)

- 8.8 *NEW ITEM 6/6/20

Consideration and Adoption of a Resolution 2020-58 (1) Authorizing the City Manager to Execute a Use of Facilities Agreement Between Public Agencies between the City of St. Helena and the St. Helena Unified School District for use of the tennis courts located on the St. Helena High School campus during the rehabilitation of the Crane Park Tennis Courts and (2) Authorizing the City Manager to execute any amendments to this Agreement extending the time period, if necessary, until such a time the Crane Park Tennis Court project is completed.

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

Staff recommends the City Council Adopt a Resolution (1) Authorizing the City Manager to Execute a Use of Facilities Agreement Between Public Agencies between the City of St. Helena and the St. Helena Unified School District for use of the tennis courts located on the St. Helena High School campus during the rehabilitation of the Crane Park Tennis Courts and (2) Authorizing the City Manager to execute any amendments to this Agreement extending the time period, if necessary, until such a time the Crane Park Tennis Court project is completed.

Council Member Anna Chouteau moved to adopt items 8.1 through 8.5, 8.7 and 8.8 with Council Member Chouteau recusing herself from approving the meeting minutes of January 28, 2020 due to not attending the meeting. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 8.6 Consideration and proposed approval of a resolution approving an extension to the joint use agreement with St. Helena Unified School District for the use of Vintage Hall Board Room through September 30, 2020 for an additional cost of \$2,750 for a total cost not to exceed \$39,750

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Adopt the resolution.

No public comment was received.

Vice Mayor Paul Dohring moved to approve item 8.6. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

9. PUBLIC HEARINGS

9.1 None

10. OLD BUSINESS

- 10.1 City Manager Update on COVID-19 Emergency; Discussion and Direction Regarding Anticipated Reopening of City Amenities and Associated Protocols (Oral Report)

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

City Manager Mark Prestwich reported on this item.

No public comment was received.

- 10.2 Staff presentation and City Council review, discussion, and direction for the FY 2020-21 Draft Citywide Budget

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
The Draft FY 2020-21 Budget is being presented for City Council review, discussion, and direction to City Staff for the preparation of the Proposed FY2020-21 Budget which will be presented on June 23, 2020.

Finance Director April Mitts reported on this item and provided a presentation.

Mark Smithers and Mat Demchuk addressed the City Council.

- 10.3 Consideration and Approval of a Resolution 2020-59 Authorizing (1) An Exception to Grant Policy for Friends of the Cameo for the FY 2019-20 Grant Programming Approving a Change in Scope Retroactively and (2) Re-directing \$10,000 of FY 2019-20 Unused Non-Profit Grant Funds, if available, to the Cameo for a Drive-in Movie Theater. (Staff report forthcoming) Provided 6-5-20

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
Provide direction to staff and, based on direction, consideration and approval of a Resolution Authorizing (1) An Exception to Grant Policy for Friends of the Cameo for the FY 2019-20 Grant Programming Approving a Change in Scope Retroactively and (2) Re-directing \$10,000 of FY 2019-20 Unused Non-Profit Grant Funds, if available, to the Cameo for a Drive-in Movie Theater.

Finance Director April Mitts reported on this item.

No public comment was received.

Vice Mayor Paul Dohring moved authorizing an exception to the Grant Policy for Friends of the Cameo for the FY 2019-20 grant programming approving a change in scope retroactively and re-directing \$10,000 of FY 2019-20 unused Non-Profit Grant Funds, if available, to the Cameo for a drive-in movie theater. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Mayor Ellsworth called for a five minute break.

- 10.4 Discussion and Direction for the Small Business Sustainability Loan Program and Consideration and Approval of a Resolution 2020-60 Approving a Small Business Sustainability Loan Program for an initial investment of \$200,000 from the FY 2019-20 budget. (~~Staff report forthcoming~~) Provided 6-5-20

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council approve a Resolution Approving a Small Business Sustainability Loan Program for an initial investment of \$200,000 from the FY 2019-20 budget.

Finance Director April Mitts reported on this item.

The City Council provided staff with direction and requested a loan committee consisting of experts and staff members to review and approve loan applications.

No public comment was received.

Vice Mayor Paul Dohring moved as amended authorizing a small business sustainability loan program for an initial investment of \$300,000 and authorizing use of \$100,000 from the general fund reserves and authorizing a budget increase to 101-4100-2405. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

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

11. NEW BUSINESS

- 11.1 Consideration of Initiative Measure Prohibiting Hotel/Motel Development on Public Land Located at the Corner of Library Lane and Adams Street

CEQA Determination: Not a CEQA project
Prepared By: Kara Ueda, City Attorney
Recommendation:
Direct staff to prepare a report on the proposed initiative measure's impacts pursuant to Elections Code section 9215.

City Attorney Kara Ueda reported on this item.

Nancy Dervin addressed the City Council.

Council Member Anna Chouteau moved to continue the meeting beyond 9:00 pm. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

It was the consensus of the majority of Council to direct staff to prepare a report on the proposed initiative measure's impacts pursuant to Elections Code section 9215.

Item 11.2 will not be heard.

- 11.2 ~~Review and Discussion of City Council Three Year Goals and 2020 Workplan~~

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

- 11.3 Urgency Ordinance 2020-5 to Grant Emergency Temporary Use Permits that will Allow Commercial Business to Use Outdoor Space to Meet Physical Distancing Requirements (Staff report forthcoming)
Provided 6-5-20

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

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Adopt the urgency ordinance by a 4/5 vote.

Planning and Building Director Maya DeRosa reported on this item.

No public comment was received.

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

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Council Member Anna Chouteau moved to approve an Urgency Ordinance to grant emergency temporary use permits that will allow commercial business to use outdoor space to meet physical distancing requirements. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11.4 Review and Discuss July 4th Community Celebration Activities

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

Staff recommends the City Council review and discuss the concept for Front Yard Fourth, provide feedback on the plan for implementing a safe annual Bike Parade, and provide final direction for the 2020 Fourth of July programming which would include authorization to spend funds prior to the adoption of the FY 2020-21 budget.

City Manager Mark Prestwich reported on this item.

Parks & Recreation Director reported on the concept for Front Yard Fourth, plan for implementing a safe annual Bike Parade, fun packs

for children and The P&R Department will work with local restaurants to have BBQ packs to go for the community.

It was the consensus of the City Council for the 2020 Fourth of July programming which would also include authorization to spend funds prior to the adoption of the FY 2020-21 budget.

Mat Demchuk addressed the City Council.

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

12.1

June City Council Meetings:	
6/23 (staff reports due 6/5)	
6/23 Interview Meeting	
STAFF BRIEFING:	
Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer	
Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer	
CONSENT:	
6/23 City conflict of Interest Code Update	
6/23 Award of Upper York Creek Construction Contract	
6/23 Award of CEQA/NEPA PSA for S-52 WWTRP Upgrades	
6/23 Cell Tower Lease Renewal	
6/23 St. Helena Chamber of Commerce Contract	
6/23 St. Helena School District Contract extension	
6/23 Marin IT Contract	
6/23 Call the election	
6/23 Housing Authority contract amendment for administering the Home grant	
OLD BUSINESS:	
6/23 2020 City of St. Helena Water Storage Projections Update by Erica Ahmann Smithies, Public Works Director and City Engineer	
6/23 Budget adoption	
PH or NEW BUSINESS:	
Discussion of Council cost recovery policy	
6/23 Utility Master Plan	
6/23 First reading ADU ordinance	
6/23 Boards and Committees Appointment	
July City Council Meetings:	
7/14 (staff reports due 6/26)	
7/28 Cancelled	
TBD July Policy Discussion	
STAFF BRIEFING:	
Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer	

Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
CONSENT:
7/14 Hometown Harvest Festival street closure
OLD BUSINESS:
7/14 Vaping Ordinance Discussion
August - First reading for Vaping Ordinance
7/14 Will Serve Policy Discussion

13. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:39 p.m.

The regular meeting minutes of June 9, 2020 was adopted at the June 23, 2020 regular meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	July 22, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with PublicPay for a full Classification and Compensation Study for an amount not-to-exceed \$44,800.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this item is to authorize the City Manager to execute a Professional Services Agreement for a full Classification and Compensation Study, which will include a benefits analysis.
FINANCIAL IMPACT:	The total Financial Impact is an amount not-to-exceed \$44,800 for a Full Classification and Compensation Study or \$26,800 for a Compensation Study only. While this action requires the use of General Fund reserves, funds were originally set aside in the FY 2024-25 Operating Budget under GL Account 101-43-10-21-45. However, due to the timing of the professional services agreement, those funds were returned to General Fund reserves as of June 30, 2025. As a result, there is no impact on the estimated General Fund reserves at the end of FY 2025-26.

BACKGROUND:

The City of St. Helena released a Request for Proposals (RFP) on May 16, 2025, seeking qualified consultants to conduct a Classification and Compensation Study. The objective is to ensure that the City is competitive in the recruitment and retention of qualified personnel. The City recognizes that it is challenging to identify firms similar in size, operations and service area, etc.

The selected firm will, in collaboration with City staff, identify a set of local or regional agencies considered logical and defensible to ensure relevant comparisons on a variety of variables and result in a high-quality compensation and classification study that can be meaningful to employees, management, and elected officials. Variables for comparison could include but are not limited to domicile of potential employees, locations of competing employers, type of operations, scope of responsibilities, etc.

The study is a key priority for aligning compensation (salaries and benefits) with workforce needs including the ability to retain current employee, recruit future employees, and meet community expectations.

DISCUSSION:

The City received eight (8) proposals by the submission deadline of June 6, 2025. A review panel composed of staff and Council-appointed evaluators assessed the written proposals using criteria outlined in the RFP, including:

- Relevant experience and qualifications
- Understanding of project scope
- Proposed methodology and approach
- Value and cost-effectiveness
- Clarity of deliverables and timeline

Following the initial evaluation, four (4) finalist firms were invited to participate in panel interviews conducted during the week of June 30th. The interview questions focused on the firm's methodology, experience, and approach to conducting a classification and compensation study, with particular emphasis on identifying appropriate comparator agencies, ensuring stakeholder engagement and transparency, supporting labor negotiations, and delivering actionable results tailored to St. Helena's unique organizational structure and labor market constraints.

After a comprehensive evaluation process, the panel unanimously recommended awarding the contract to PublicPay. The firm demonstrated exceptional expertise and a strong track record in conducting classification and compensation studies for agencies with organizational structures, staffing levels, and service models comparable to the City of St. Helena. Their proposal reflected a clear understanding of the City's unique needs, a well-defined methodology for engaging stakeholders, and a commitment to delivering defensible and actionable results that support long-term fiscal and operational planning.

While it is generally recommended to conduct both the classification and compensation components of the study together to ensure alignment between job responsibilities and market pay, the City has the option to proceed with only the compensation analysis at this time. This approach can still provide valuable insights into the City's market competitiveness and support labor negotiations, recruitment, and retention efforts. Should the City choose to defer the classification portion, the compensation study will be structured to remain meaningful and actionable, with the flexibility to incorporate classification updates in the future if needed. Below is the full cost of the two options for consideration:

Option	Description	Total Cost
A	Full Classification and Compensation Study	44,880
B	Full Compensation Study	26,800

Staff recommends proceeding with the full Classification and Compensation Study (Option A) to ensure a thorough evaluation of both job responsibilities and associated pay structures. Since the last classification study was conducted in 2019, this is a timely opportunity to assess whether current roles and responsibilities are accurately defined and aligned with organizational needs.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 5: Enhance Quality of Life
Goal 6: Improve Employee Recruitment, Retention, & Morale
Goal 7: Enhance Organizational Effectiveness
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution - Class and Comp Study](#)

[RFP - Class and Comp Study](#)

[Public Pay - St Helena Class and Comp Proposal](#)

[PSA - Classification and Compensation Study Public Pay](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution Authorizing the City Manager to Execute a Professional Services Agreement with PublicPay to conduct a Classification and Compensation Study for a total contract amount not-to-exceed \$44,800.

RECITALS

- A. On May 16, 2025, a Request for Proposals (RFP) was issued to solicit proposals from qualified firms to conduct a Classification and Compensation Study; and
- B. The City received eight (8) proposals in response to the RFP by the submission deadline of June 6, 2025; and
- C. Following an initial evaluation, four (4) finalist firms were invited to participate in panel interviews; and
- D. Based on a comprehensive review of relevant experience and qualifications, understanding of project scope, proposed methodology and approach, value and cost-effectiveness, and clarity of deliverables and timeline, staff recommends the selection PublicPay; and
- E. The City desires to hire a Consultant to conduct the Classification and Compensation Study not to exceed \$44,800.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Helena does hereby authorize the following actions:

1. Authorize the City Manager to execute a Professional Services Agreement with PublicPay for a Classification and Compensation Study for a total contract amount not-to-exceed \$44,800; and

2. Funding is as follows:

Description	Fund	GL Account	Amount
Budget Increase - FY 25-26 Operating Budget	General Fund	101-43-10-21-45	44,800
Total Not-To-Exceed			44,800

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Classification and Compensation Study

DATE ISSUED: Friday, May 16, 2025

DATE DUE: Friday, June 6, 2025, 5PM

CONTACT: Mandy Kellogg, Administrative Service Director

mkellogg@cityofstheleena.gov

The City is only accepting proposals electronically via email to mkellogg@cityofstheleena.gov

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EXHIBITS

Exhibit A: Professional Services Agreement

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876, and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center and over the years, has experienced growth and development of the wine industry. The City receives many visitors due to the wine industry and the area's scenic qualities and history. The City's goal is to maintain a small-town atmosphere and to provide high quality services to its residents.

The official population of the City of St. Helena as of 2025 is 5,174 (CA Department of Finance). St. Helena is a full-service city employing 90.95 full-time equivalent employees and encompasses an area of four-square miles. The City's FY 2024-25 General Fund Budget is approximately \$22 million.

The City of St. Helena is a General Law City and operates under the Council-City Manager form of government. The City Council is the governing body and has the power to make and enforce all laws and set policy related to municipal affairs. The City Manager is responsible for carrying out the policies of the City Council and for the proper and efficient management of municipal activities. The City Manager directs and manages the various departments and municipal services through appointed Department Heads who directly supervise and administer the various City programs, services, and activities. The City currently has 77 authorized full-time positions, and approximately 91 active classifications.

Over the last several years, the City has internally reviewed and adjusted individual positions and created new classifications as needed. A complete list of all classifications with job specifications may be found on the City's website at cityofsthelena.gov/hr.

The City's employees are divided into five categories: Unrepresented (department heads and mid-managers), Miscellaneous Employees of the St. Helena Employees Association (SHEA), Police Officers and Dispatchers of the Police Officers Association (POA), Firefighters of the St. Helena Professional Firefighters Association (SHPFA), and permanent/seasonal part-time employees of human resources, library, recreation, and fire departments.

Employee Type	Active Classifications	Employees
Unrepresented (Group A)	29	18
Miscellaneous Employee SHEA (Group B)	45	37
Police and Non-Sworn POA (Group C)	5	16
Firefighters (Group D)	3	6
Part-time – Permanent/Seasonal (Group E)	9	39

The St. Helena Employees Association (SHEA) represents miscellaneous employees, the Police Officers Association (POA) represents police officers and dispatchers, and the St. Helena Firefighters Association (SHPFA) through a Memorandum of Understanding, and all other staff are unrepresented. All positions, salaries, and salary grades are authorized through a salary Resolution adopted by City Council as part of the annual budget, changes in pay schedules, reorganization, and/or other actions requiring council action.

II. GENERAL INFORMATION

OBJECTIVE

The City of St. Helena is seeking proposals from qualified consulting firms to conduct a comprehensive citywide classification and compensation study in accordance with this Request for Proposal (RFP.)

The City wishes to be competitive in the recruitment and retention of qualified personnel. However, it is challenging to identify logical and defensible agencies similar in size, operations and service area, etc.

The selected firm will, in collaboration with City staff, identify a set of local or regional agencies considered logical and defensible to ensure good sound comparisons on a variety of variables and result in a high-quality compensation and classification study that can be acceptable to main line employees, management and elected officials. Variables for comparison could include but are not limited to size of agency, type of operations, scope of responsibilities, community served, etc.

III. SCOPE OF WORK

The scope of work shall include but is not limited to:

- Review background materials including organizational charts, personnel rules, labor and employment agreements, and related information.
- When there is significant difference in compensation (according to the City), review job descriptions in sufficient detail to explain the difference in pay ranges and additional compensation.
- Develop and distribute a job analysis questionnaire to each employee as appropriate.
- Conduct internal salary relationship analysis and make appropriate recommendation.
- Recommend relevant salary survey benchmarks.
- Recommend logical and defensible comparable agencies similar in size, operations, and service area.
- Conduct a compensation survey of the agencies identified in the appropriate market. Survey should also include compensation components the City does not offer.
- Recommend changes to existing compensation schedule. This should include changes to pay ranges following the market survey and incorporate best practices strategies.
- Recommend changes to existing classifications or new classifications as appropriate.
- Recommend deletion of outdated and/or unnecessary classifications.

IV. DELIVERABLES

The Consultant shall provide the following deliverables:

1. **Final Report** summarizing the study's purpose, methodology, key findings, and recommendations. The report shall include an overview of the classification and compensation analysis, proposed updates to job classifications and salary ranges, and recommendations for implementation. It should also provide supporting data such as market survey results, internal equity findings, and a proposed salary structure. The Final Report shall include a communication and implementation plan, along with relevant appendices such as updated job descriptions, benchmark comparisons, and compensation tables.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than FRIDAY, JUNE 6, 2025 AT 5:00 PM Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	May 16, 2025	1:00PM
Proposal due date	June 6, 2025	5:00PM
Review and scoring of submittals & conduct interviews	Week of June 9	
Award of Agreement	June 24, 2025	6:00 PM
Project Begins	July 1, 2025	
Project Concludes	TBD	

The schedule may be modified and/or extended if necessary.

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

VI. PROPOSAL SUBMISSION REQUIREMENTS

If interested in this RFP, please notify Mandy Kellogg by email at mkellogg@cityofstheleena.gov so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information and could result in disqualification.

Interested firms should submit a proposal that includes:

- Firm background and relevant experience.
- Approach and methodology for conducting the study.
- Detailed project timeline and deliverables.
- Team composition and qualifications.
- Total costs including fee structure.
- References from past clients with similar projects.

All submittals must be received by 5:00 PM on June 6, 2025, via e-mail as follows:

1. Submittals must be e-mailed to: mkellogg@cityofstheleena.gov
2. Subject line of e-mail must read: **RFP – Classification and Compensation Study**
3. The submittals shall be in PDF format with search capability to ensure readability and compatibility. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals will not be considered.

VII. EVALUATION PROCESS

The proposals will be reviewed by a committee selected by the Administrative Services Director and City Manager and may include members of the City Council. Proposers may be required to make an oral presentation as a supplement to their proposals. The virtual presentation would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine the qualifications of the firm.

Evaluation considerations may include, by way of illustration and not by limitation, the following:

- a. Responsiveness of the proposal clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- b. Consultant's experience in conducting similar studies.
- c. Technical experience and professional qualifications of the team. The number and expertise of key and supervisory personnel who will directly participate in the requested services.
- d. Cost-effectiveness and value for investment. Although a significant factor, cost will not be the primary factor in the selection of a firm. Since the City is cost conscious, proposals which provide options to perform the work in phases are welcome.
- e. References and past performance.

VIII. PROPOSAL TERMS AND CONDITIONS

1. Examination of proposal materials

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the

3. Designated Contact

Any questions concerning the scope of work and the selection process shall be directed to Mandy Kellogg, at mkellogg@cityofstheleena.gov. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by May 30, 2025, by 3:00 PM.

Responses to questions will be posted on the City's website, cityofstheleena.gov/bids, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. Public records

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. Proposal costs

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. Reservation of Rights

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. Product Ownership

Any documents resulting from the contract will be the property of the City.

8. Professional Services Agreement

The City shall enter into a Professional Services Agreement with the selected Consultant. A sample of the Agreement is included in Exhibit A. All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement that they wish to negotiate. Liability insurance is required as outlined in Section 7 of the sample agreement.

9. Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel.
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

IX. Exhibit A – City of St. Helena Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on **[ENTER DATE]** by and between the City of St. Helena, located in the County of Napa, State of California (City), and **[ENTER CONSULTANT NAME]** (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as Section 115 Trust Pension 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 A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed **[ENTER COST]** 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: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.
- D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. Primary Coverage. For any claims related to this contract the Consultants insurance

coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, 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

The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from

any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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.

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.

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

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.

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.

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

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.

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

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.

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.

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.

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:

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

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

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-entities from any liability under this Agreement.

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:

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

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.

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.

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:

City:

By: _____
Name:
Title:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



June 6, 2025

Mandy Kellogg
Administrative Services Director
City of St. Helena

Submitted via email: mkellogg@cityofsthenena.gov

Mandy,

We are pleased to submit an electronic copy of our proposal to conduct a comprehensive citywide Classification and Compensation Study for the City of St. Helena. To facilitate your review, the proposal includes the following:

- **The Firm** – A summary of the firm, our expertise in conducting classification and compensation studies.
- **Approach and Methodology** – A summary of methodologies and proposed tasks to accomplish the study's objectives, the anticipated end-products, and a proposed schedule.
- **Project Team** – A summary of project staffing.
- **Total Cost** – A fixed cost for the proposed project as well as hourly rates.
- **Experience and References** – References for similar compensation studies conducted by the firm.

PublicPay is the new face of the HR Consulting practice of Ralph Andersen & Associates. This new firm is a spin-off of a division that has successfully performed hundreds of consulting engagements over a 40 year period.

The full resources of the firm will be available to perform consulting services for the duration of the project. I will be the Project Manager for this engagement and will have the assistance of an experienced consulting team. My role is hands-on as the lead analyst and primary contact with City representatives.

If you have any questions or need additional information, please do not hesitate to contact me at doug@publicpay.com or (916) 573-4338. We look forward to the opportunity to work with you again on this assignment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Johnson', with a long horizontal flourish extending to the right.

Doug Johnson
President/CEO



Proposal to Conduct a Classification and Compensation Study

City of St. Helena

June 6, 2025

PublicPay™

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The Firm

PublicPay continues a 53-year tradition of human resources consulting experience serving the needs of cities, counties, utilities, community colleges, schools, non-profit organizations, and special districts. The firm serves a nationwide clientele with a focus on California agencies. The firm is located in the Sacramento area (Roseville, California) and utilizes the same staff and other resources that have been a successful part of hundreds of similar consulting engagements under the Ralph Andersen & Associates name.

PublicPay focuses on providing consulting services that are not easily provided by in-house human resources staff. Key services include:

- **Classification Studies** – These projects include job analysis, class plan development, position allocation, career ladders, class specifications, FLSA analysis, ADA compliance, and related analysis.
- **Compensation Studies** – The firm provides a full range of compensation services including labor market selection, base salary and benefit surveys, private-public data comparisons, benchmark selection, and internal relationship analysis.
- **Expert Testimony and Arbitration Support** – The firm has had significant experience providing technical support in arbitration and mediation hearings and has significant experience working with labor and management groups. This expertise includes the selection of comparable agencies and the elements of compensation appropriate for labor market surveys.
- **Job Evaluation Systems** – In addition to having a copyrighted Point Factor Job Evaluation System, the staff of PublicPay have significant expertise in developing customized job evaluation systems and “hybrid” solutions.
- **Performance Management Programs** – Performance management serves as a foundation for measuring/tracking organization and employee performance. We have several standard systems that have demonstrated success in a variety of public agencies. In addition, PublicPay can develop tailored performance management systems to meet the unique needs of our clients.
- **Pay-for-Performance/Incentive Programs** – PublicPay is a leader in developing effective pay-for-performance programs for public agencies including merit progression systems, lump sum and incentive programs, and other mechanisms tied to employee or organizational measurement criteria.
- **Technical Assistance** – PublicPay also provides a full range of hourly technical assistance including conducting job audits, support for labor relations, and expert testimony.

The assigned consulting team has conducted hundreds of similar studies for cities, counties, and special districts throughout the State of California. Additional

City of St. Helena

information about the firm's services and background can be found on our web site at www.publicpay.com.

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Approach and Methodology

Project Understanding

The City of St. Helena is interested in conducting a citywide Classification and Compensation Survey involving 116 positions currently allocated to 91 current job titles within five employee groups.

To ensure that the City's objectives are met, the following key study components and anticipated end-products are included in the work plan developed by PublicPay.

- Conduct a meeting with City representatives at project initiation to confirm the study goals, objectives, and deliverables
- Conduct an extensive review of background documents
- Review historical practices and recommended survey agencies, survey job classifications, and identify data collection needs
- Conduct a job classification study to analyze classification issues and identify modifications to best meet the City's objectives (this can be a targeted process as needed based on management/employee requests)
- Develop updated job descriptions
- Conduct a custom total compensation survey and analyze the market data
- Analyze internal relationships including salary compaction/compression issues
- Recommend changes to the current compensation structure based on the survey findings and the internal relationship analysis
- Develop draft and final reports incorporating all study findings and supporting data
- Analyze implementation costs and develop implementation strategies
- Present the findings to managers, employees, labor representatives, project committees, and the City Council, as needed.

PublicPay has a strong commitment to develop and implement customized and tailored classification and compensation systems. While we have broad expertise and experience from hundreds of successful consulting assignments, we are committed to a "customer service" approach to all of our client engagements. This assures the preparation of study end-products that are uniquely customized to the City of St. Helena.

Project Tasks

Task 1 – Project Kick-off Meetings

The consultants will begin all administrative and coordinative efforts in support of the project initiation meetings and briefings. Among other things, this will include:

- Preparation of a project schedule
- Identification and review of background data including existing class specifications, organization charts, budgets, employee listings, salary schedules, and related information
- Identification of scheduling parameters for meetings and interaction with various City employee groups.

This initial step in the study process will be used to identify significant classification and compensation concerns that should be addressed during the course of the study. The consultants will discuss the best approach for identifying issue areas including an independent assessment of the current classification plan by the consultant, input by human resources staff, and input from managers, labor representatives, and other stakeholders.

The consultants will meet with the City's project manager and other staff as appropriate to ensure a full understanding of project objectives and deliverables. The project work plan and schedule will be adapted to achieve the objectives.

Initial project meetings will also include employee orientation and briefing sessions in relation to the study process, timing, and objectives.

Task 2 – Employees Complete Questionnaires

The JAQ provides employees with an opportunity to describe the duties and responsibilities of their positions with an emphasis on job related information such as knowledge, skills, abilities, and physical capabilities required to perform the work assigned. Space is also provided on the questionnaire for employees to make any additional comments they wish. The completed questionnaires are reviewed by supervisory and managerial staff, with space provided for their comments.

Task 3 – Conduct Job Analysis Interviews

Prior to conducting interviews, the consultants will thoroughly review the completed questionnaires. The consultants will evaluate position duties and responsibilities, classification series, class titles, job families, reporting relationships, and internal relationships. Based on this preliminary analysis, the project team will identify areas of concern that will be clarified or probed during the job analysis interviews.

The consultants will assume responsibility for the preparation of the employee interview schedule. The City's Project Manager, or designee, will be responsible for scheduling interview rooms, notifying employees, and related coordinative activities. We anticipate interviewing all employees where significant position classification issues exist, and a sampling of employees beyond the issue areas.

Task 4 – Prepare and Review Preliminary Classification Report

With the completion of the employee interviews, a preliminary classification report will be prepared. Key components of the preliminary report will include:

- Identification of all key issues identified in the classification analysis
- Recommended job titles

- Employee position allocations.

In preparing the preliminary classification report, each position is analyzed according to the criteria set forth at initial review meetings. Such criteria typically will include factors relating to job knowledge, experience, training, decision making, management control, working conditions, and outside contacts. Like positions are grouped into tentative classes forming the basis for initial class definition.

The preliminary classification report will be reviewed with key management staff prior to preparing class specifications. Because the concepts provide the foundation for the resulting classification plan, management review of the recommendations in their respective areas of responsibility is essential.

Task 5 – Prepare Class Specifications

Once the preliminary classification recommendations have been reviewed, the project consultants will revise, update, or create new class specifications based on the issues identified in previous tasks. The City's current job description format will be maintained as appropriate. The class specifications will be drafted and undergo a management/employee review process to ensure they accurately and adequately describe the scope of responsibilities. Once finalized, they will be provided to the City in both an electronic and hard-copy format.

Task 6 – Undertake Management/Employee Review Process

As an important component of the overall classification study, the project consultant team will provide additional opportunities for employee participation and input through the conduct of an employee review process. These steps will (1) build and facilitate the City's understanding of the newly developed classification plan, (2) enhance employee commitment and understanding of the recommended system by giving each employee the opportunity to comment on the system and (3) ensure that the consultants receive as much information as possible regarding the nature and responsibilities of the various positions in order to make appropriate and equitable final classification recommendations. The various subtasks within this portion of the project are as follows.

Task 6.1 – Distribute class specifications to all employees included within the study scope – Each employee will receive an individual copy of the specification for the class to which his/her position has been allocated along with a Position Allocation Notice and Employee Review Form. This will provide employees with an opportunity to review and comment on their proposed classification and allocation. These comments will then be forwarded to management for review and comment.

Task 6.2 – Review written comments received from employees – All written comments or suggestions from employees regarding the recommended class plan will be thoroughly reviewed and analyzed by the project consultants. Based upon written responses received, the consultant team will incorporate appropriate suggested revisions into the final classification plan.

Task 6.3 – Conduct follow-up telephone interviews as necessary – Based upon the analysis of written comments forwarded to the project consultants and where consultant staff needs further information prior to finalizing recommendations, follow-up interviews will be conducted by the project consultants with individual employees. This step will further clarify and refine any remaining problems or issues.

This task will further include any additional informal appeal processes/steps established or desired by the City.

Task 7 – Finalize the Classification Recommendations

With the completion of the employee appeal process, the consultants will finalize all classification study recommendations. Supporting the finalization of the classification plan, each employee who submitted a notice for review will receive a direct response from the project consultants. This response will specifically outline the consultant's understanding of the employee's concern, specify the steps taken to resolve the concern, and indicate to the employee the substance of the consultant's final recommendation.

Task 8 – Discuss and Document Compensation Policy

The City's compensation policy directly impacts all study end-products resulting from the compensation components of the analysis. As a starting point for this phase of the study, therefore, we propose that the consulting team meet with key management staff to clarify and confirm the City's compensation policy. Important considerations to be discussed include historical practices, recruitment and retention issues, pros and cons of the current compensation system, and reliance on external market data versus internal equity for purposes of setting salaries. The consultants will work with appropriate City representatives to determine comparison agencies and the scope of compensation data to be collected. Our proposal includes the tasks necessary to identify comparable employers and conduct a custom market survey.

Our analysis of the potential and recommended survey employers will be documented in a memorandum report after consultation with appropriate City representatives. If desired, the consultants can conduct a workshop session that identifies labor market selection parameters, options, and pros/cons of different market approaches. The draft labor market recommendations will be reviewed by appropriate City representatives so that all questions and issues are resolved. In that these decisions directly impact the parameters of the market survey, as well as the design and structure of the resulting compensation plan, our suggested approach recommends that these study tasks occur prior to the collection and analysis of the market data.

Task 9 – Collect Compensation Data

After the compensation policy discussion, the consultant team will collect and analyze the compensation data. Our proposed approach would include:

- An initial contact to each labor market employer included in the study to explain the purpose and scope of the survey and confirm cooperation.

City of St. Helena

- The collection and analysis of source documents from each survey agency including position control documents, job descriptions, salary schedules, benefit summaries, and MOUs.
- The confirmation of all compensation data through telephone calls, email, and other means. This will assure that comparability is established and that all compensation data is factual and complete.

The compensation survey elements will be discussed and confirmed with the City before the survey is initiated.

Task 10 – Compile and Format Compensation Data

The salary data, once collected and thoroughly reviewed for completeness and accuracy, will be appropriately formatted and the results tabulated in a consistent and uniform manner by the project consultants. The analysis will include pay structure trends and base salary analysis to ensure all appropriate comparison criteria is available for developing recommendations. Through the use of spreadsheet applications developed by our office, it is anticipated that standard formulas will be applied in the calculation of the survey data mean, median, and selected percentiles, with the corresponding percentage relationship to the market data also calculated. Data presentation will be customized to fit the City's objectives.

Task 11 – Audit and Finalize Compensation Data

Prior to developing specific salary recommendations, the consultants will thoroughly review and audit the collected survey data. This will include a detailed analysis of data reliability, comparability, statistical validity, and consistency. This audit will be conducted by the Project Manager independent of the consultant who collected that data. This will ensure that the most accurate and defensible survey data is utilized in comparing the City's compensation plan to the pay practices of the labor market. This analysis will also include the preparation of graphs and other presentation materials to aid in understanding the market relationships broken down by employee/bargaining group.

Task 12 – Conduct Internal Relationship Analysis

This task will include the development and application of an appropriate job evaluation methodology in order to meet with the City's policy objectives and comply with local laws, rules, and regulations. The firm has a number of job evaluation systems available and will recommend and adapt the methodology that best aligns with the City's historical practices and policy objectives.

Using the results of the job evaluation analysis, the consultants will analyze internal pay relationships. The internal pay relationship analysis will involve a number of steps in order to arrive at sound and equitable relationships for the new compensation plan. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Development of consistent, uniform, and realistic guidelines for determining internal relationships

- Recommendation of equitable and appropriate internal relationship differentials based on the above.

In developing consistent internal relationship guidelines, the results of the job evaluation tasks will be used to determine an equitable pay structure. Since the balance of market values versus internal values can be a policy issue, options and methodologies for achieving an appropriate balance of internal and external salary equity will be reviewed with the City before developing the salary range recommendations.

Task 13 – Develop Salary Recommendations

Based upon the results of the internal relationships analysis and the labor market survey, the project consultants will develop salary recommendations for all job classes included as a part of the study process. These salary recommendations will clearly document the means of determining the appropriate pay range and the computation of the dollar and percentage difference between the current maximum salary and the recommended maximum salary.

Before finalizing the recommendations, a careful audit of the results will be undertaken to ensure that internal salary compression or compaction does not result.

Task 14 – Develop Implementation Strategy Options and Compute Implementation Costs

Recognizing that public agencies often have limited funds available for implementation, the project consultants will develop several strategies for implementing the recommended salary structure. Such strategies will address:

- The placement of individual employees into ranges and steps
- Implementation phasing according to the needs and priorities of the City
- Integration of the study recommendations with the balance of the City's human resource management system including recruitment, selection, and performance appraisal.

The cost estimates will reflect City-wide impacts, as well as impacts on individual employees. The cost estimates will serve as a basis for the City to make necessary policy decisions to implement the compensation system in an orderly and effective manner.

Task 15 – Prepare and Review Preliminary Report

The Preliminary Report documents all classification and compensation study recommendations and the supporting information used for developing the recommendations. Specifically, the Preliminary Report will include the following:

- The City's documented compensation policy including survey agencies and survey classifications
- Results of the labor market salary survey using tables and graphs

City of St. Helena

- Documentation of selected benchmark classifications and the related job families
- Appendices containing detailed labor market data sheets, recommended salary schedules, and supporting documentation.

The project consultants will conduct an in-depth review of the Preliminary Compensation Report with the City. Any needed corrections, clarifications, or modifications will be discussed at this time.

Task 16 – Prepare and Submit Final Reports

The Final Reports will incorporate any appropriate revisions identified and submitted during the review of the preliminary reports and will serve as the administrative and procedural manuals for updating and maintaining the classification and compensation plans. The submittal of final reports will also include on-site presentations to managers, labor representatives, and the City Council, as needed. It is not uncommon for a series of draft reports to be prepared, each incrementally addressing feedback and policy direction by the City.

Deliverables

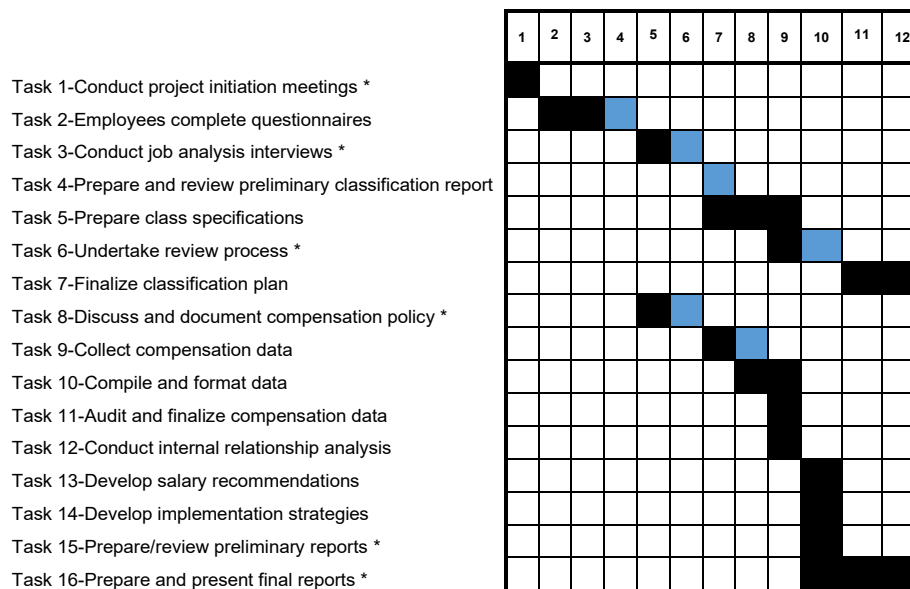
Based on our review of the City's RFP, we understand the scope of services includes an update of the classification plan, the collection and analysis of market survey data, the review and analysis of internal relationships, and recommendations for updating job descriptions. The specific scope addressed in our proposal includes the following tasks and deliverables.

Major Tasks	Deliverable
Classification analysis • Review of JAQs • Employee interviews • Draft classification recommendations • Drafting of job descriptions • Employee review process • Final classification recommendations	Updated classification plan: • Job title and position allocations • Updated job descriptions • Documented review process
Collection and analysis of market survey data • Base salary, benefits, and other elements requested by the City • All job classifications	Compensation Report with: • Recommended survey agencies and data sources • Graphs and tables • Base salary data sheets • Total compensation arrays
Internal relationship analysis • Identification of benchmark classes • Internal relationships analysis and documentation • Recommended salary range changes	Table of job classifications along with: • Current salary range • Recommended salary range • Dollar and percentage change • Rationale for salary placement
Implementation cost analysis • Identify implementation options • Cost analysis based on current employee salary placements and/or budgeted positions	List of implementation options and costs in tabular form Dynamically set up to allow for "what if" analyses

All of the above deliverables will be provided in a format that meets the City's objectives. Our analyses and work products are conducted using Microsoft Excel, Word, and PowerPoint with some proprietary analysis conducted using Excel. We can provide source documents and PDF files as required by the City.

Work Schedule

Projects of this nature are highly sensitive. Because of this sensitivity and the anxiety experienced by many employees when going through this type of process, it is beneficial to complete the analysis in the most expedient manner feasible. Assuming full cooperation of the City and the survey agencies, our schedule assumes that all study activities can be completed within twelve (12) weeks.



* Anticipated virtual meetings; key milestones shown in blue

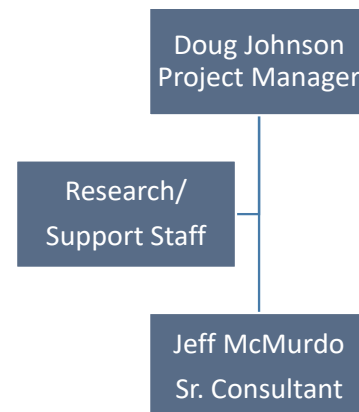
Project Team

Consultants, complemented by consulting firms, define the difference between success and failure in projects of this nature. PublicPay understands that selection of a project team with the right mix of skills and experience is the most important decision that will be made during the study. The team must be well-led and the project well managed if the study objectives are to be achieved.

In defining the project team for this engagement, consideration of the current workload of all consulting staff was considered to ensure our ability to fully meet your stated needs and objectives. Doug Johnson, President/CEO, will serve as the hands-on Project Manager and will have responsibility for all primary contact with the City as well as all review meetings and presentations. Mr. Johnson has managed hundreds of consulting engagements including large public agencies throughout California and the United States.

The staffing for this project will include:

- **Doug Johnson, President/CEO** – Mr. Johnson will serve as the Project Manager and will conduct all on-site meetings, prepare all written reports, and serve as chief analyst on the project. He is the firm's most experienced Project Manager and has expertise in working with special districts, cities, and other local government agencies similar to the City involving complex classification and compensation issues.
- **Jeff McMurdo, Senior Consultant** – Mr. McMurdo is the most experienced consultant at the firm and has extensive experience conducting employee interviews, developing classification recommendations, developing job descriptions, and collecting and analyzing market data.



All staff members are available for the scheduled duration of the project. Anticipated workloads for all staff have been considered in assigning staff to this project. The firm's staffing and project management systems allow for multiple studies to be conducted simultaneously without impacting the completion dates of the project. Brief staff resumes are provided below.

Staff Resumes

Doug Johnson, President/CEO

Mr. Johnson is President/CEO of PublicPay and has 38 years of consulting experience. He proudly continues the legacy of excellence for human resources consulting engagements having served as Vice President with Ralph Andersen & Associates for over 15 years. Mr. Johnson is the firm's expert in job analysis, market comparability, compensation and benefit survey analysis, pay plan development, and related matters. He has served as an expert witness in arbitration proceedings, mediation, and fact-finding sessions, mostly involving police and fire issues. He has extensive experience working with elected officials, public executives, staff members, labor organizations, and ad-hoc committees.



Mr. Johnson's expertise includes consulting experience with public agencies throughout the United States including cities, counties, utilities, community colleges, school districts, special districts, nonprofit organizations, and private companies. Mr. Johnson has provided consulting assistance to hundreds of public sector agencies and is a recognized expert in compensation issues. Specific areas of expertise include:

- Job classification studies
- Job evaluation system design and implementation
- Pay plan development and administration
- Market comparability research and analysis
- Total compensation analysis
- Private sector data analysis
- Performance management.

Mr. Johnson's experience includes serving as project manager and chief analyst for hundreds of local government agencies. Recent municipal projects include the cities of Santa Clara, Cupertino, Stockton, Sacramento, Hollister, Auburn, Red Bluff, South Lake Tahoe, Redondo Beach, St. Helena, Hermosa Beach, Simi Valley, Paramount, Signal Hill, Port Hueneme, Lake Forest, and Union City.

Mr. Johnson holds a Bachelor of Arts degree in Psychology with a minor in Communication Studies from California State University, Sacramento. His course work emphasized organizational development and performance incentives. He is an active member of WorldAtWork, The Total Rewards Association.

Jeff McMurdo, Senior Consultant

Mr. McMurdo has over 26 years of human resources consulting experience and serves on a variety of project consulting teams focusing on classification and compensation plan development. He is an experienced classification analyst and has developed hundreds of classification plans in addition to ad-hoc reclassification and targeted classification studies for large and small organizations. His duties also include leading and participating in total compensation studies including comprehensive market research, data collection, data analysis, and data presentation. Key responsibilities of Mr. McMurdo include:



- Conducting job analysis interviews, analyzing positions and job classifications, and preparing job descriptions.
- Designing survey data collection forms, questionnaires, and related instruments.
- Market survey research including the review and analysis of budgets, organization charts, MOUs, job descriptions, salary schedules, and benefit documents.
- Data compilation including job comparability, range structure analysis, benefit data, and related survey information.

He has conducted over a hundred compensation surveys including recent surveys for the cities of Auburn, Sunnyvale, Red Bluff, South Lake Tahoe, Redondo Beach, Sacramento, St. Helena, Hermosa Beach, Simi Valley, Paramount, Signal Hill, Port Hueneme, Lake Forest, and Union City.

Mr. McMurdo holds a Bachelor of Science degree in Business Administration from California State University, Sacramento. His course work emphasized human resource management.

Additional firm resources, including support staff and project consultants, will be available to ensure successful and timely completion of the study.

Total Cost

The total fixed cost for professional service fees and non-travel expenses to conduct the citywide Classification Compensation Study, as proposed, amounts to \$44,800.

The cost of professional services is based upon the project as described in the work plan and is a “fixed fee” regardless of which consultant performs the task and/or the number of hours needed to complete a particular element of the study.

The proposed professional services costs are based on the following hourly rates:

- Project Manager - \$160
- Project Consultant - \$145
- Research/Support Staff - \$85

Our proposed cost assumes virtual meetings will be used for kick-off meetings, briefing sessions, and the review and presentation of draft and final reports. There is no limit to the number of virtual meetings for the project. Our staff has completed over 100 classification and compensation projects using virtual meeting platforms such as Zoom and Microsoft Teams in the last five years.

Should the City require or prefer on-site meetings, the cost for these meetings will be billed separately and include professional services and expenses. These costs will not exceed \$1,500 per meeting/presentation, inclusive of travel costs.

If the scope of the analysis creates budget problems for the City, or if additional analysis is desired, we are willing to review the work plan and adjust it and the cost so that it is mutually satisfactory.

Experience and References

The following references represent just a small sample of similar assignments conducted by the members of the project team, formerly as part of Ralph Andersen & Associates. We are certain you will find that our record and our reputation are outstanding. Doug Johnson served as the project manager and Jeff McMurdo served as the primary consultant for all of the following projects.

City of Hollister

Scope of Work: Total Compensation Surveys in 2021 and 2025.

Contact: Casey Estorga, Administrative Services Director
327 Fifth Street, Hollister, CA 95023
(831) 636-4301 x1127
casey.estorga@hollister.ca.gov

City of Cupertino

Scope of Work: Total Compensation Surveys in 2022 and 2025.

Contact: Vanessa Guerra, Human Resources Manager
10300 Torre Avenue, Cupertino, CA 95014
(408) 777-3201
VanessaG@cupertino.gov

City of Lake Forest, CA

Scope of Work: Ad hoc consulting services including organizational analysis, classification studies, and compensation studies. This is an ongoing project.

Contact: Shelly Cisneros, Human Resources Manager
100 Civic Center Drive, Lake Forest, CA 92630
(949) 461-3400
scisneros@lakeforestca.gov

Consulting Team: Doug Johnson, Jeff McMurdo

East Bay Regional Parks District, CA

Scope of Work: Agencywide classification and compensation study covering all job classifications.

Contact: Ali Adams, Senior HR Analyst
2950 Peralta Oaks Court, Oakland, CA 94605
(510) 544-2165
AliAdams@ebparks.org

Consulting Team: Doug Johnson, Jeff McMurdo

Additional references can be provided on request.

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Classification and Compensation Study**

This Agreement is made and entered into as of July 22, 2025, by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and PublicPay with its principal place of business at 1960 Blue Oaks Blvd. Ste 190, Roseville, CA 95747 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Classification and Compensation Study (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$44,800. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of

such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be through the completion of the study, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

for the following: (iii) Commercial General Liability Insurance must include coverage

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Aaron Baggarly, AICP as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue, St. Helena, CA 94574
Attn: Anil Comelo, City Manager

CONSULTANT:

Doug Johnson, President/CEO
PublicPay
1960 Blue Oaks Blvd. Ste 190
Roseville, CA 95747

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND BLACKBERG GROUP LLC.**

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

CITY OF ST. HELENA

PublicPay

By: _____
Anil Comelo
City Manager

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Services

TASK 1: Project Kick-off Meetings

TASK 2: Employees Complete Questionnaires

TASK 3: Conduct Job Analysis Interviews

TASK 4: Prepare and Review Preliminary Classification Report

TASK 5: Prepare Class Specifications

TASK 6: Undertake Management/Employee Review Process

TASK 6.1: Distribute class specifications to all employees included within study scope

TASK 6.2: Review written comments received from employees

TASK 6.3: Conduct follow-up telephone interviews as necessary

TASK 7: Finalize the Classification Recommendations

TASK 8: Discuss and Document Compensation Policy

TASK 9: Collect Compensation Data

TASK 10: Compile and Format Compensation Data

TASK 11: Audit and Finalize Compensation Data

TASK 12: Conduct Internal Relationship Analysis

TASK 13: Develop Salary Recommendations

TASK 14: Develop Implementation Strategy Options and Compute Implementation Costs

TASK 15: Prepare and Review Preliminary Report

TASK 16: Prepare and Submit Final Reports

EXHIBIT B

Schedule of Charges/Payments

The total fixed cost for professional service fees and non-travel expenses to conduct the citywide Classification Compensation Study, as proposed, amounts to \$44,800.

The cost of professional services is based upon the project as described in the work plan and is a “fixed fee” regardless of which consultant performs the task and/or the number of hours needed to complete a particular element of the study.

The proposed professional services costs are based on the following hourly rates:

- Project Manager - \$160
- Project Consultant - \$145
- Research/Support Staff - \$85

Our proposed cost assumes virtual meetings will be used for kick-off meetings, briefing sessions, and the review and presentation of draft and final reports. There is no limit to the number of virtual meetings for the project. Our staff has completed over 100 classification and compensation projects using virtual meeting platforms such as Zoom and Microsoft Teams in the last five years.

Should the City require or prefer on-site meetings, the cost for these meetings will be billed separately and include professional services and expenses. These costs will not exceed \$1,500 per meeting/presentation, inclusive of travel costs.

If the scope of the analysis creates budget problems for the City, or if additional analysis is desired, we are willing to review the work plan and adjust it and the cost so that it is mutually satisfactory.

EXHIBIT C

Activity Schedule

Projects of this nature are highly sensitive. Because of this sensitivity and the anxiety experienced by many employees when going through this type of process, it is beneficial to complete the analysis in the most expedient manner feasible. Assuming full cooperation of the City and the survey agencies, our schedule assumes that all study activities can be completed within twelve (12) weeks.

	1	2	3	4	5	6	7	8	9	10	11	12
Task 1-Conduct project initiation meetings *	■											
Task 2-Employees complete questionnaires		■	■	■								
Task 3-Conduct job analysis interviews *					■	■						
Task 4-Prepare and review preliminary classification report							■					
Task 5-Prepare class specifications							■	■	■			
Task 6-Undertake review process *										■		
Task 7-Finalize classification plan											■	■
Task 8-Discuss and document compensation policy *					■	■						
Task 9-Collect compensation data							■	■				
Task 10-Compile and format data								■	■			
Task 11-Audit and finalize compensation data									■	■		
Task 12-Conduct internal relationship analysis											■	■
Task 13-Develop salary recommendations										■	■	
Task 14-Develop implementation strategies												■
Task 15-Prepare/review preliminary reports *											■	■
Task 16-Prepare and present final reports *											■	■

* Anticipated virtual meetings; key milestones shown in blue



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	July 22, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Approval of Resolution Authorizing the City Manager to Execute Professional Services Agreement with Blackberg Group LLC. for an Efficiency and Business Transformation study in an amount Not-To-Exceed \$100,000.
RECOMMENDED ACTION:	Adopt a resolution authorizing the City Manager to execute a professional services agreement with Blackberg Group LLC. to conduct the City's Efficiency and Business Transformation Study, in an amount not-to-exceed \$100,000.
PREVIOUS COUNCIL ACTION:	On January 14, 2025, Council Member Barak proposed, and the City Council supported, an agenda discussion to reduce costs through optimization and modernization. On January 28, 2025, the City Council was presented with a staff report listing actions staff had already undertaken to enhance efficiency and improve processes, as well, staff recommended that the city utilize the services of a consultant to explore additional opportunities for efficiency and business transformation. https://sthelena.civicweb.net/document/265031
STATEMENT OF THE PURPOSE:	The purpose of this item is to authorize the City Manager to execute a professional services agreement with Blackberg Group LLC. to conduct a citywide Efficiency and Business Transformation Study.
FINANCIAL IMPACT:	The total Financial Impact is an amount not-to exceed \$100,000. While this action requires the use of General Fund reserves, funds were originally set aside in the FY 2024-25 Operating Budget under GL Account 101-42-00-21-45. However, due to the timing of the professional services agreement, those funds were returned to General Fund reserves as of June 30, 2025. As a result, there is no impact on the estimated General Fund reserves at the end of FY 2025-26.

BACKGROUND:

The City of St. Helena released a Request for Proposals (RFP) on March 28, 2025, seeking qualified consultants to conduct an Efficiency and Business Transformation

Study. The objective of this initiative is to assess internal business processes, identify opportunities to improve service delivery, enhance the resident experience, reduce inefficiencies, and evaluate staffing, technology use, and organizational structure across all non-public safety departments. The outcome will be a strategic roadmap for modernizing service delivery, improving customer experience, and ensuring the effective and efficient use of City resources.

The study is a key priority for aligning resources with community expectations and fiscal realities, particularly as the City continues to address long-term fiscal sustainability.

DISCUSSION:

The City received seven (7) proposals by the submission deadline of April 25, 2025. A review panel composed of staff and Council-appointed evaluators assessed the written proposals using criteria outlined in the RFP, including:

- Relevant experience and qualifications
- Understanding of project scope
- Proposed methodology and approach
- Value and cost-effectiveness
- Clarity of deliverables and timeline

Following the initial evaluation, three (3) finalist firms were invited to participate in panel interviews conducted on May 22 and May 28, with a second round of interviews taking place on July 1 with the top two (2) firms. Interview questions focused on the firm's approach to organizational analysis, technology assessment, and capacity to deliver actionable recommendations suited to a small, full-service city like St. Helena.

After a thorough evaluation process, the panel unanimously recommended Blackberg Group LLC. for contract award based on the following strengths:

- Demonstrated success conducting transformation studies in similar-sized municipalities
- A thoughtful and phased methodology that balances efficiency, service quality, and fiscal discipline
- A well-qualified, multidisciplinary team with expertise in municipal operations, organizational development, and digital modernization
- Strong references and evidence of measurable outcomes in past projects

Pending Council approval, the selected consultant will begin work on August 1, 2025, with preliminary findings expected in early 2Q2026.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[RFP - Efficiency and Business Transformation FINAL 03.27.25](#)
[Business and Efficiency Transformation Blackberg Group](#)
[Resolution - PSA Blackberg Group for Efficiency and Transformation Study - July 22](#)
[2024 Template Professional Services Agreement - Efficiency and Business](#)
[Transformation Study Blackberg Group](#)
[WC CERT 24-25 St.Helena](#)
[Liability CERT 24-25 St. Helena](#)



REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Efficiency and Business Transformation Study

DATE ISSUED: Friday, March 28, 2025

DATE DUE: Friday, April 25, 2025, 5PM

CONTACT: Erika Opp, Administrative Analyst

eopp@cityofstheleena.gov

The City is only accepting proposals electronically via email to eopp@cityofstheleena.gov

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EXHIBITS

Exhibit A: Addendum

Exhibit B: City of St. Helena Professional Services Agreement

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center and over the years, has experienced growth and development of the wine industry. The City receives many visitors due to the wine industry and the area's scenic qualities and history. The City's goal is to maintain a small-town atmosphere and to provide high quality services to its residents.

The official population of the City of St. Helena as of 2021 is 6,070 (CA Department of Finance). St. Helena is a full-service city employing 93.7 full-time equivalent employees and encompasses an area of four-square miles. The City's FY 2024-25 General Fund Budget is approximately \$22 million.

II. GENERAL INFORMATION

OBJECTIVE

The City is seeking proposals from qualified consulting firms to conduct an Efficiency and Business Transformation Study. The objective of this study is to assess current business processes, identify inefficiencies, and recommend strategies for improvement and transformation. The recommendations might entail changes in its organizational structure to enhance service delivery and/or reduce costs and optimize resources based on how St. Helena residents interact with the City.

The goal is to align City services, technology, and organizational structure in a way that makes it easier and more efficient for residents to access services and conduct business with the City.

The study will exclude public safety services (e.g., police and fire) and instead focus on administrative, public works, planning and building services, and other non-safety functions.

The findings will inform the City's strategic approach to workforce planning, resource allocation, and service delivery improvements, ensuring that residents and businesses can more efficiently interact with the City.

A single firm may provide an RFP for all services or a team of independent consultants or small firms may submit proposals for a specific area of expertise (e.g. a process improvement specialist + a municipal finance consultant + a technology strategist).

III. SCOPE OF WORK

The selected Consultant will work with assigned City staff to conduct a comprehensive efficiency study across all non-public safety City departments. The Consultant will be responsible for:

- Conducting a comprehensive assessment of existing operations including:

- Organizational structure and staffing component
- Process improvements & efficiency potential
- Cost savings potential
- Technology utilization and modernization
- Identifying inefficiencies, redundancies, and process bottlenecks.
- Developing a comprehensive set of recommendations to improve operational efficiency, enhance service delivery, reduce costs, and/or optimize resource allocation.
- Presenting recommendations to the City Council.

IV. DELIVERABLES

The Consultant shall provide the following deliverables:

1. **Final Report** summarizing a menu of strategies to achieve efficiency and business transformation. The report shall present findings, recommendations, and potential for further inquiry emphasizing measurable outcomes such as: service delivery improvements, speed of transactions, and clear cost savings targets that align with the mission of making it easier for residents to interact/do business with the City. The final report should include (as applicable):
 - a. **Staffing and Operational Analysis** with proposed restructuring and efficiency recommendations.
 - b. **Process Improvement Recommendations** identifying specific inefficiencies.
 - c. **Technology Utilization Assessment** with recommendations for automation and digital integration.
 - d. **Financial Efficiency Review** outlining cost-saving measures and budgetary adjustments.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
FRIDAY, APRIL 25, 2025 AT 5:00 PM
 Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS
AND DESIRED TIMELINES FOR DELIVERABLES**

MILESTONE	DATE	TIME
Release RFP	March 28, 2025	10:00AM
Proposal due date	April 25, 2025	5:00PM
Review and scoring of submittals & conduct interviews	Week of May 16	
Award of Agreement	May 27, 2025	6:00 PM
Project Begins	July 1, 2025	

Project Concludes

TBD

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS

If interested in this RFP, please notify Erika Opp by email at eopp@cityofsthelena.gov so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information and could result in disqualification.

Interested firms should submit a proposal that includes:

- Firm background and relevant experience.
- Approach and methodology for conducting the study.
- Detailed project timeline and deliverables.
- Team composition and qualifications.
- Total costs including fee structure.
- References from past clients with similar projects.

All submittals must be received by 5:00 PM on April 25, 2025 via e-mail as follows:

1. Submittals must be e-mailed to: eopp@cityofsthelena.gov
2. Subject line of e-mail must read: **RFP – Efficiency and Business Transformation**
3. The submittals shall be in PDF format with search capability to endure readability and compatibility. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals will not be considered.

VII. EVALUATION PROCESS

The proposals will be reviewed by a committee selected by the City Manager and may include members of the City Council. Proposers may be required to make oral presentation as a supplement to their proposals. The virtual presentation would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine the qualifications of the firm. .

Evaluation considerations may include, by way of illustration and not by limitation, the following:

- a. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- b. Consultant's experience in conducting similar studies.
- c. Technical experience and professional qualifications of the team. The number and expertise of key and supervisory personnel who will directly participate in the requested services.
- d. Cost-effectiveness and value for investment. Although a significant factor, cost will not be the primary factor in the selection of a firm. Since the City is cost conscious, proposals which provide options to perform the work in phases are welcome.
- e. References and past performance.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the Acting City Clerk is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Erika Opp at eopp@cityofsthelelena.gov. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by April 11, 2025 by 5:00PM.

Responses to questions will be posted on the City's website, cityofsthelelena.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

IX. Exhibit A – Addendum

It is anticipated the Efficiency and Business Transformation project may require multiple phases. The initial phase is the response to this RFP and other subsequent phases may include, but is not limited to the development of:

1. Comparative benchmarking analysis with cities of similar size and service levels to identify best practices in operational efficiency.
2. Roadmap for business transformation, including technology and workflow enhancements.
3. Implementation plan detailing prioritized actions and estimated cost savings.
4. Implementation support and for change management.

X. Exhibit B – City of St. Helena Professional Services Agreement

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
[Insert project name]**

This Agreement is made and entered into as of _____, 20____ by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. [Insert Term or Time of Performance].

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed

shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and

property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the

policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena

[City Address]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

Attn: [***INSERT NAME & DEPARTMENT***]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

32. Federal Requirements [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND [***INSERT CONSULTANT NAME***]**

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

CITY OF ST. HELENA

[**CONSULTANT'S NAME**]

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name:_____

ATTEST:

By: _____
[INSERT TITLE]

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule

EXHIBIT D

Federal Requirements

[DELETE EXHIBIT IF NOT APPLICABLE]



City of St. Helena

Efficiency and Business Transformation

Technical Proposal

Submitted To:

Erika Opp, Administrative Analyst

April 25, 2025

**COVER LETTER**

City of St. Helena

April 25, 2025

Dear Erika Opp,

On behalf of the Blackberg Group, I am pleased to submit our proposal in response to your request for proposals for Efficiency and Business Transformation Stud. We are excited about the opportunity to partner with the City of St. Helena to conduct an efficiency and business transformation study. We are confident that our team's experience in community engagement, city management, and information technology will meaningfully support St. Helena's goals.

Blackberg specializes in organizational assessment and design, process improvement and efficiency, community outreach, customer centered design, and information and cybersecurity for public agencies and mission-driven organizations.

Blackberg has received and reviewed all documents, including the base solicitation to this opportunity provided by the City of St. Helena or referenced in solicitation materials. We agree with all terms, conditions, and provisions included in the solicitation—taking no assumptions, conditions, or exceptions with any of the terms and conditions of this RFP. This proposal is valid for 120 calendar days following submission.

Thank you for your consideration of our proposal.

Sincerely,

A handwritten signature in cursive script that reads 'Leanne Reisz'. The signature is written in black ink and is positioned above a horizontal line.

Leanne Reisz
Executive Vice President
Blackberg Group, LLC

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1.0 Project Understanding

The City of St. Helena has made important strides in enhancing the quality of life for its residents, as reflected in the January 2025 Godbe Research survey. Resident satisfaction with city services has climbed to 86.4%, up from 78.2% in 2022. Likewise, 78.5% of residents now consider St. Helena a good place to raise a family, showing a steady positive trend. However, this progress is tempered by persistent concerns about water quality and supply (37.5%), the lack of affordable housing, and road maintenance. While satisfaction with customer service has increased to 75.1%, there has been a noted decline in how residents perceive the timeliness and quality of the information they receive.

Primary Study Objective

“The objective of this study is to assess current business processes, identify inefficiencies, and recommend strategies for improvement and transformation.”

These dynamics underscore a critical need for the City to examine how it operates and delivers services. St. Helena, like many municipalities, faces systemic challenges: under-resourced departments, aging infrastructure and equipment, and fiscal constraints that limit strategic growth and service delivery. The City’s request for a Comprehensive Efficiency and Business Transformation Study reflects a forward-looking commitment to meeting these challenges head-on.

We understand that the City’s objectives are to improve organizational performance, enhance customer satisfaction, and position the City for long-term sustainability. As outlined in the scope of work, this involves a thorough, phased assessment of City operations, focusing on organizational structure, service delivery, staffing levels, technology use, and budget/resource alignment. Our goal is to support St. Helena in building a more nimble, responsive, and effective government—one that continues to deliver high-quality services while earning and sustaining the trust of its residents.

2.0 Firm Background and Relevant Experience

Blackberg will serve as the prime contractor for this study. HRS Consulting joins Blackberg as a major subcontractor to form Team Blackberg. Team Blackberg offers St. Helena access to a group of transformation, strategy, and management experts who have decades of relevant experience.



Blackberg is a **Service-Disabled, Veteran-Owned Small Business and a Woman-Owned Small Business** specializing in strategy, operations, communications, and organizational effectiveness. Our team has decades of combined experience supporting local, state, and federal clients with the development of Strategic and Comprehensive Plans. Further Blackberg has experience developing plans with long- range time horizons and high-level goals, while cascading down to detailed and action-oriented initiatives that support quarterly and annual progress. We also have experience with land use policy and exploring all community needs by using a combination of models, such as PESTLE (Political, Economic, Sociological, Technological, Legal, and Environmental) analysis, Journey Mapping, and user- centered design. Furthermore, in supporting government clientele, we have extensive experience with incorporating considerations for laws, policies, and regulations. Many of our local government clients have found our experience with state and federal level law and regulations useful in crafting their Comprehensive Plans. This can also include federal and state level incentives and strategic initiatives. Further, Blackberg brings extensive experience in community engagement, analytics, web development, and graphic design—complementing the delivery of creative and innovative plans.



HRS Consulting, Inc. (HRS), a **Service-Disabled, Veteran-Owned Small Business**, is a global human performance improvement company. We specialize in taking lessons learned in High Reliability Organizations (HRO) and developing innovative



process enhancements, training and continuous improvement for people who need to execute precise actions in a stressful, demanding environment. Our approach replicates HRO “best practices” and yields a comprehensive solution to capture and proactively eliminate error and mitigate risk to prevent an incident or sentinel event.

Our actions are rooted in individual and organizational excellence, earning us national and international recognition. Our CEO co-authored the book *High Reliability for a Highly Unreliable World*, praised as an “encyclopedia compendium” by leading HRO experts. Our team has used HRO tools to reduce risks, errors, and costs significantly in various complex organizations. We adapt HRO principles for personnel development and training, with direct applicability to public and private sectors, resulting in performance improvements and cost savings. As Veterans, we understand our clients’ challenges and core values deeply. HRS offers an exceptionally experienced team with process improvement expertise, enhanced by qualitative and quantitative assessments, course design, training, and implementation tools.

Collectively, Team Blackberg’s professional qualifications (**Figure 1**) encompass certified High Reliability Practitioners, Lean Six Sigma Master Blackbelts, Prosci Change Management Practitioners, Baldrige Performance Excellence Program Examiner, and Strategic Planners.



Figure 1 – Team Blackberg Certifications: Team Blackberg has professional certifications that are relevant for this study, and our experts routinely maintain the currency of their knowledge with publications, research, and presentations.

Team Blackberg has supported the strategic development, planning, and execution of similar comprehensive studies and analysis for state, local, federal, academic, and private sector clients for the past 16 years. These clients include the City of Germantown, Veterans Health Administration, Department of Defense, Kaiser Permanente, Stanford University, Southwestern Health Resources, Lower Columbia Maritime Fire Safety/Security Plan, and more. A sample of similar projects are depicted below (**Figure 2**).



Figure 2 – Team Blackberg Clientele: Team Blackberg has successfully supported a wide range of clientele with studies similar or identical to the needs of St. Helena.



Sample 1: City of Germantown Strategic Plan—Our team partnered with the Mayor and City Administrator to combine the City’s Smart Growth Plan (its general land use plan), its Triple Bottom Line (the economic, environmental, and social sustainability plan), annual budget, and the Germantown Plan into a single, focused strategic approach that was compliant with Baldrige evaluation criteria. The Baldrige Excellence Framework, used for evaluating organizations including cities, focuses on seven key areas—Leadership; Strategy; Customers’ Measurement, Analysis, and Knowledge Management; Workforce;

Operations; and Results. Through the unified plan, we aimed to advance measurable and sustainable improvement in the ability of all senior leadership to function as effective collegial teams in pursuit of continuous improvement for the City and its residents. Through an inclusive and participatory process with the public, we worked closely with City leadership and the community to design, develop, facilitate, and conduct two retreats for Board of Mayor and Aldermen of Germantown, TN. Over nine months, the process involved highly focused efforts, including individual meetings between HRS and the City Administrator, Mayor, Aldermen, and city department heads to assess the current state and cultivate an understanding of the importance of teamwork in maintaining Germantown’s status as one of the best small cities in the country. Our team then generated reports from the retreats, including information analyses and strategic guidance to support the Baldrige package development. An integral part of all discussions revolved around the principles of high reliability organizations so that the city could be confident in its efforts that it had done everything possible to achieve the optimal result with the resources that were available.

Key elements of support included:

- Assessment and analysis of opportunities and challenges
- Review of Germantown 20/20, SmartGrowth, previous retreat reports and the assessment of Baldrige criteria
- Assessment of readiness
- Planning meetings to arrange schedules, timelines, necessary documents with the City Administrator
- Interviews with the Board of Mayor and Aldermen, City Administrator and key leadership
- Dashboard, progress report, based on balanced scorecard metrics
- Process coaching and mentoring
- Leadership and organizational readiness guidance and coaching

Through this initiative, we helped Germantown establish a **robust and future ready strategic framework**—one that promotes sustainability, enhances leadership effectiveness, and positions the city for long-term success.



Sample 2: Kaiser Permanente Pursuit of Operational Excellence (OE), Acceleration of Learning and Spread (XLS), and the High Reliability Operating Model (HROM). Our team (including Mr. Joe

Duhig—identified as a key staff member for this response) reviewed KP’s Business Requirements and subsequently guided efforts to streamline initiatives and better align requirements with strategic objectives. HRS identified that **current business functions had multiple methodologies and frameworks and a marked lack of a standardized approaches across its functions**. In addition, KP desired a common framework, language, and approach across all KP’s business functions to achieve its strategic planning goals and objectives. HRS evaluated existing requirements against industry best practices to improve the ability of business units to define dependencies to meet organization-wide objectives. This involved data gathering and analysis, best practice identification, process mapping, consideration of technology



alternatives to augment existing human-driven processes/human-centered design, defining non-universal terms to reduce ambiguity, developing data-driven performance metrics, obtaining stakeholder agreement, implementing improvements, and measurement/monitoring of post-process data to ensure continued alignment to updated standards.



Sample 3: Team Blackberg supported the **Veterans Health Administration (VHA) Product Effectiveness (PE)/Office of Optimizing Healthcare Value Program (OHVP)**, provided comprehensive assessments to assist VHA in achieving the maximum business value from investments through the independent identification, measurement, and analysis of business benefits. Research and analyses have covered High Reliability, Just Culture, Benefit on Investment, Social Return on Investment (SROI), Social Cost Benefit Analysis (SCBA), and Strategic Analytics for Improvement and Learning (SAIL) measures.

- Independently evaluated the implementation and operations of strategic VHA initiative people, processes, and technology for foundational, operational, and organizational value realization and optimization, applying a standardized, evidence-based, proven methodology but not implementing or managing the production.
- Assisted in launching VHACO Journey to High Reliability for formal implantation of HRO practice across 17 VHACO program offices spanning all AUSH offices. Oversaw site observation and data collection, data analysis, dashboard implementation, day-to-day project tasks, client communications, and client materials specific to HRO Pillar 1 (Leadership's Commitment), Pillar 2 (Culture of Safety & Just Culture), and Pillar 3 (Continuous Process Improvement).
- Established standardized baseline training with the completion of 330,000 employees; over 7,100 improvement projects have been created across the enterprise.

Southwestern Health Resources



for the last three, consecutive years, a testament to our ability to blend leading edge solutions into a highly complex care delivery system that is functioning at the highest levels of U.S. healthcare. HRS work with SWHR to co-design their approach to Interconnected Dependability (IxD). Support included:

- Sample 4: Southwestern Health Resources (SWHR):** Our team of Lean Six Sigma Master Blackbelts (LSSMBBs) led transformation efforts for the highest-rated Accountable Care Organization (ACO) in the U.S.
- Preparation of a Readiness Assessment
 - Understanding the role organizational culture, particularly leadership culture, plays in the support of reliable processes and achieving the expected performance and outcomes
 - Believing that a culture with consistent business discipline means Interconnected Dependability: always, everywhere, every time, for every stakeholder both internal and external.
 - Application of the lean principles of flow and pull—let the customer pull value and let value flow without interruption through the creation of a value stream
 - Creation and implementation of standard work
 - Application of error prevention and mistake proofing concepts and tools
 - Deployment of Rapid Improvement Event (RIE) approach to getting the pilot work complete
 - Focus on waste elimination and value creation

3.0 Approach and Methodology for Conducting the Study

To conduct the comprehensive efficiency study, our team will integrate Lean Six Sigma and Human-Centered Design **methodologies** and High Reliability Organization principles resulting in an **Innovative and High Performing Organization**. By combining LSS/HCD with HRO principles, organizations can achieve a balanced approach that addresses both process efficiency and operational reliability. Lean's focus on waste elimination and continuous improvement complements HRO's emphasis on anticipating and managing failures. Together, these methodologies encourage proactive problem-solving, rigorous process analysis, and a commitment to continuous process improvement.

Blackberg City Fitness Framework. Rather than assess from a linear cause and effect viewpoint, Blackberg approaches efficiency studies from a complex adaptive system (CAS) lens. CAS describes dynamic and interconnected networks of diverse elements that interact with one another and with their environment, constantly adapting and evolving in response to internal pressures and external change. Cities like St. Helena exemplify a Complex Adaptive System as they operate within a diverse ecosystem of departments, residents, community partners, and regulatory bodies—each with distinct roles, needs, and influences. The City is shaped by these relationships and must continuously adapt to shifting environmental, social, technological, and economic conditions. Key CAS characteristics that apply direct to St. Helena's municipal landscape include:

- **Diversity:** The City encompasses a wide range of actors and functions—from water and public works to planning, finance, and community services—all contributing to a shared civic mission.
- **Interconnectedness:** Every function of City government is linked, whether through service delivery, budgeting, or interdepartmental collaboration. These connections also extend to residents, regional partners, vendors, and state agencies.
- **Adaptation:** The City must navigate ongoing shifts such as evolving resident expectations, state and federal regulatory changes, aging infrastructure, and technological transformation.
- **Feedback Loops:** Community surveys, financial trends, and operational performance data continuously inform future decision-making and strategic planning.
- **Emergent Properties:** City strategies and market trends can emerge from the interactions and behaviors of individuals or organizations within the system. These emergent properties are not always predictable from the characteristics of individual employees or departments.
- **Non-Linearity:** Changes in the environment may not have linear effects. Small adjustments—such as process improvements or targeted staffing investments—can lead to disproportionately large gains in service efficiency or public satisfaction.
- **Self-Organization:** Cities exhibit self-organizing behavior, where structures and processes emerge from the interactions of employees and departments without strict top-down control.
- **Dynamic Environment:** St. Helena's external environment is dynamic and in constant flux, characterized by shifts in state funding, consumer demands, climate impacts on agriculture, constituent priorities, and global economic conditions. Cities must navigate this dynamic landscape to remain efficient and forward-looking.

Team Blackberg has developed a City Fitness Framework (See **Figure 1**) to examine municipalities as the complex systems that they are and to identify strategic Lever Points. Lever Points are places where a small shift in one area can produce big changes. Those Lever Points exist at each “Element” and have strong points of interconnectedness between them.

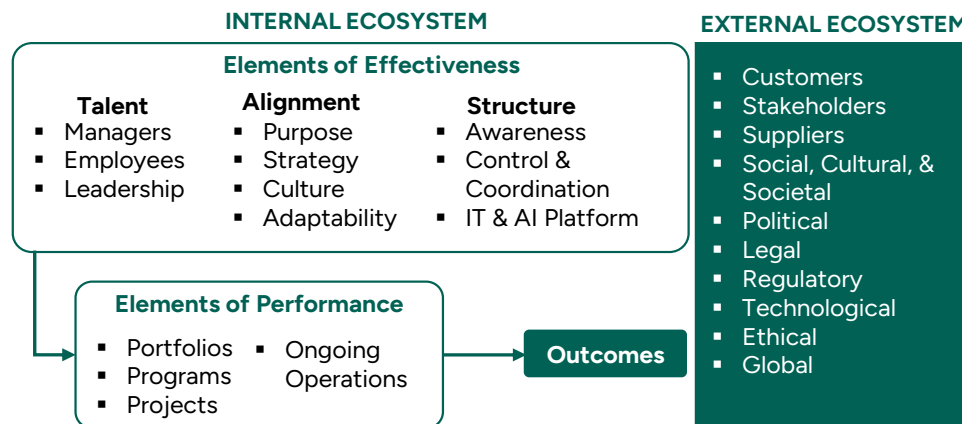


Figure 3 – Blackberg City Fitness Framework: In conducting efficiency and business transformation studies, Team Blackberg examines all elements that impact a City’s effectiveness and performance.

The City Fitness Framework encompasses both the Internal and External Ecosystems, which is perfect for this study because St. Helena wants to explore “service delivery improvements, speed of transactions, and clear cost savings targets that align with the mission of making it easier for residents to interact/do business with the City.” Specifically, the study must address both internal and external ecosystems.

Internal Ecosystem: In our City Fitness Framework, we identify three elements of effectiveness of any complex organization’s long-term success—Talent, Alignment, and Structure.

- **Talent Effectiveness:** A comprehensive talent framework is critical for attracting, retaining, and developing employees that are passionate about your organization’s purpose.
- **Alignment Effectiveness:** Aligning an organization’s purpose, strategy, culture, and adaptability are critical for long-term success. Misalignments erode trust, create controversy, and make changes nearly impossible.
- **Structure Effectiveness:** Structure provides the information, tools, guardrails, and coordination necessary for the organization to operate in a manner that achieves its purpose and mission while acting legally, ethically, responsibly, and economically.

Further, we also identify Elements of Performance. Elements of Performance include portfolios, programs, or projects, and ongoing operations. This study will include a heavy amount of examination of ongoing operations, and we will use a combination of techniques and standards to make recommended improvements and to equip the management of St. Helena with tools that they can use for Quality Management and continuous quality improvement efforts (See Figure 6).

External Ecosystem: The external environment surrounding the City of St. Helena is dynamic and increasingly complex. From climate impacts and state mandates to shifting resident expectations and workforce challenges, municipalities must remain attuned to evolving external conditions to lead effectively. Leaders must maintain situational awareness of this external ecosystem to make the strategic shifts necessary to improve organizational performance. These insights into emerging trends and risks help the City anticipate how current strengths may evolve into future vulnerabilities or how today’s opportunities could turn into tomorrow’s threats. For a City like St. Helena—facing water supply concerns, housing affordability issues, infrastructure deficits, and resource constraints—external awareness is not optional; it is foundational. By better understanding the changing landscape—technological, economic, social, and environmental—St. Helena can proactively adapt its organizational systems and strategies to remain resilient, responsive, and resident-focused.

Efficiency and Business Transformation Study Steps.

Our experts examine **people, process, and technology** for each Element in our City Fitness Framework. This approach ensures that we account for how the internal and external ecosystems are interconnected when drawing conclusions and making recommendations.

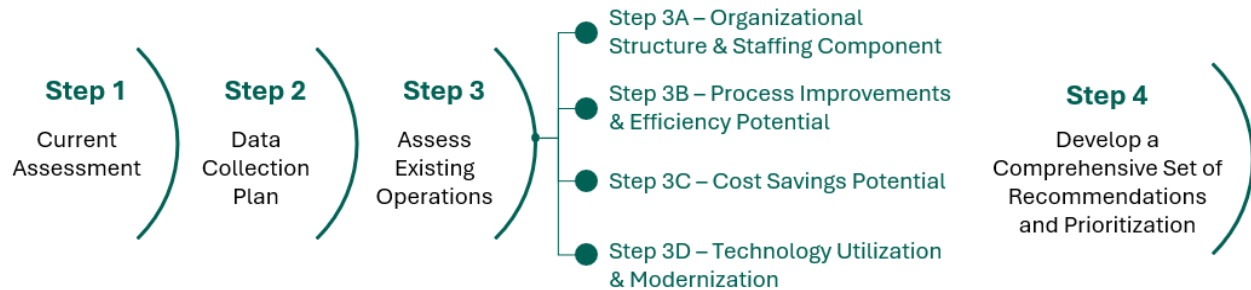


Figure 4 – Study Steps: Team Blackberg moves through four major steps in conducting the efficiency and business transformation study.

Step 1—Current Assessment

The first phase of our engagement will focus on developing a clear, data-informed picture of the current state of the City of St. Helena’s operations—specifically across administrative services, public works, planning and building, and other non-safety functions as identified in the scope of work. This assessment will center on how people, processes, and technology are currently structured and aligned, including the City’s organization and governance model. The current state analysis will address (but not be limited to) the following facets:

- ✓ Vision and Mission Clarity
- ✓ Customer Experience and Service Delivery Touchpoints
- ✓ Intake and delivery process
- ✓ Alignment to Strategic Goals
- ✓ Operational Performance and Efficiency
- ✓ Use of Financial, Technological, and Administrative systems
- ✓ Human Capital, Staffing Levels, and Organizational Structure
- ✓ Strengths and Opportunities

Step 2—Data Collection Plan (DCP)

To guide this analysis, we will develop a **DCP** that outlines sources of insight, including focus groups, stakeholder interviews, existing operational and financial data (**Adopted Fiscal Year 2023/24 & 2024/25 Budget and the Long-Range Financial Forecast (LRFF)**), and other available documentation. Our goal is to ensure a broad and inclusive understanding of the City’s internal and external perspectives. As we identify and describe processes, we complete a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis to identify the effectiveness of the process (strengths), its areas for improvement (weaknesses), and components of the process that could be exploited to improve performance (opportunities). These insights will serve as the foundation for shaping the **future-state vision** and for developing actionable, City-specific recommendations in the subsequent phases of the study.

A key component of our data collection involves validating the “Customer” understanding. With a better understanding of who the customer is and what they really need, it can help our experts identify efforts of low value or no value that could be reduced or cut to provide cost saving measures and budgetary adjustments. Additionally, it ensures our team takes a customer-centric approach at each stage of the assessment for stronger service delivery outcomes.

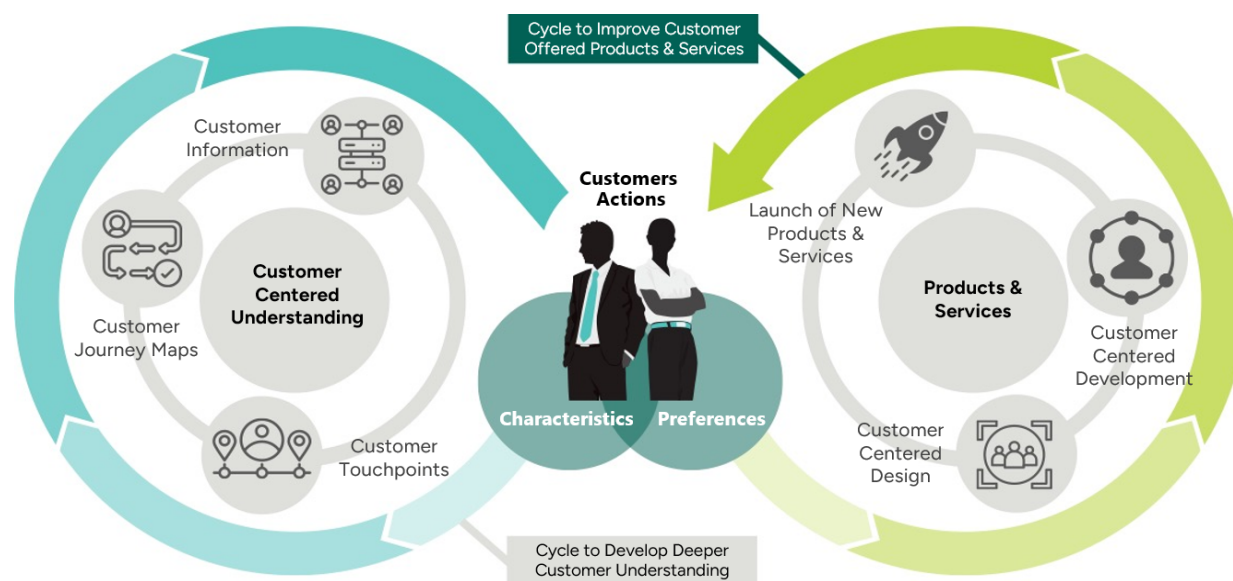


Figure 5 –Customer Centered Design: We use principles of customer centered design to develop a deeper and nuanced understanding of diverse customer groups.

Step 3—Assess Existing Operations

Evaluate departmental structures, staffing levels, and resource allocations to enhance operational effectiveness (See Section 3A). As noted above, our team will review the 20-year comprehensive list to gain an understanding of the future needs assessment with department operating budgets and expenditures. Our team will assess existing operations to encourage a culture of innovation, collaboration, transparency, equity and inclusion to deliver quality services through a dedicated and supported workforce. **Key focus areas include reviewing current retention policies, assessing employee development strategies, and understanding the need to constantly address a changing workforce.** An engaged workforce ensures timely and positive customer interactions. High vacancy rates disrupt workflows and hinder departments from achieving goals. Positive service ratings reflect effective communication and responsiveness, highlighting areas for improvement and promoting a culture of services among employees.

3A) Organizational Structure and Staffing Component.

By department, our team will assess the City of St. Helena City-wide organizational chart (excluding public safety services police and fire), span and control, number of staff that directly report to a manager/supervisor, and the centralization or decentralization of certain functions.

Structure of departments and divisions (City of St. Helena – Administrative Services Department oversees Finance Division, Human Resource Division, and Utility Billing Services Division, City Manager/City Clerk, Community Development (oversees Arts, Culture, Library, Parks and Recreation, Grants and Community Engagement), and Public Works (city infrastructure – including streets, storm drains, parks, water treatment, water distribution, wastewater collection and treatment)

Based upon the allocation of city positions (**Adopted Fiscal Year 2023/24 & 2024/25 Budget**), a significant part of the City's Operating Budget is salaries and benefits. Funding for employees who in turn provide services to our citizenry make up 45.8% of the total operational budget; amounting to \$14,218,121. Authorized positions for fiscal year 2023-2024 are 92.70 FTE's. Part-time positions make up 14.57 FTE's of the total FTE's. Not included in the above figures are 1 Mayor, 4 Council Members, 5 Planning Commissioners, Recreation Program Instructors

or Tree Maintenance Workers who are hired on an as needed basis.

Our approach to workforce planning and staffing analysis is based on comparing two dynamic components: **(1) the demand and (2) the supply** of personnel with the necessary competencies to accomplish the mission. As a result of reviewing government and industrial engineering best practices, as well as years of experience and field-testing a workforce planning model, we have identified six elements necessary for a successful strategic workforce planning system:

- Personnel allowance management system
- Competency management system
- Functional statements for each organizational element
- Workforce staffing logic and associated analytical tools
- Workforce staffing evaluation plan
- Working with the leadership team and City Staff to obtain organizational buy-in

We propose drawing from the same basic tenets, modified to account for the City of St. Helena organizational attributes and requirements, to conduct a comprehensive review of the current department staffing allocation, staff, and indicators to review the change instituted by recent requirements.

3B) Process Improvements and Efficiency Potential

Our experts evaluate a City's quality of services and efficiency parameters within the context of ISO 9001, Lean Sigma, and Lean Six Sigma (See **Figure 6**). Rather than focus on one practice, we take an integrated approach customized to the municipality and pulling upon strengths in each practice.

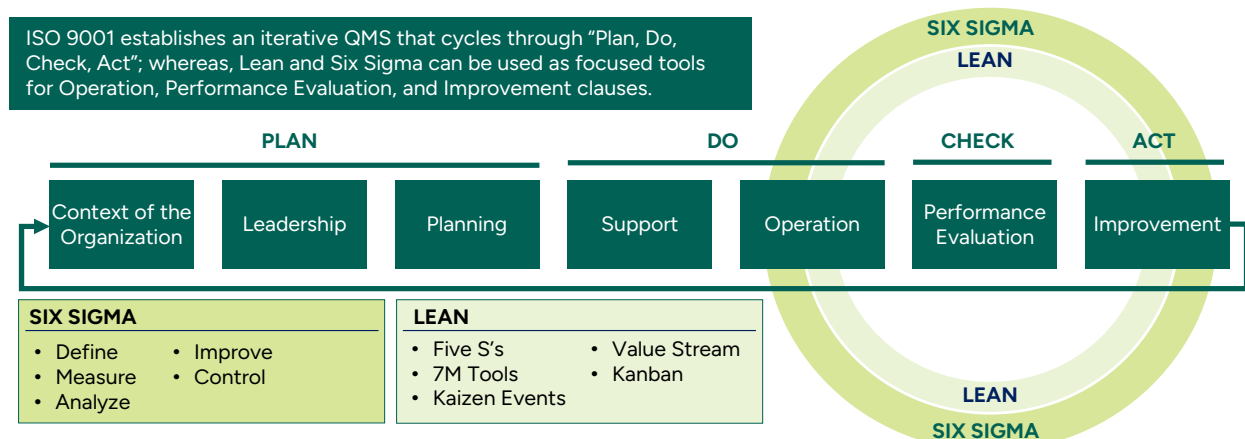


Figure 6 –Process Improvement Approach: We use a combination of ISO 9001, Lean, and Six Sigma to improve service delivery, increase speed of transactions, and secure cost savings while making it easier for residents to interact and do business with St. Helena.

Lean Six Sigma and Industrial Engineering programs fully integrated to support the robust process improvement methodology characterized by the improvement model for the High Reliability Organization focuses on **efficient and effective operations**. Our team works to establish a platform to catalyze human performance and process performance through strategic alignment, redundancy, and establishment of scalable, agile resources to improve business performance throughout the organization.

Our Process Improvement (PI) SMEs support the provision or development of program management best

practices, processes, standards, and procedures targeting the managing of program activities between Departments and other business lines.

- We will analyze program/project progress to identify and resolve issues with resource accounting, reporting, life-cycle management reviews, and impact assessments.
- Identify potential risk areas to be addressed through a gap analysis between requirements and resources.
- Assist in identifying unwarranted variations in business processes to increase standardization and promote high reliability principles.
- Identify program areas to standardize by evaluating best practices.
- Provide enduring strategic support to prioritize and scope Process Improvement (PI) opportunities – recurring support.
- Provide assistance and support services to ensure that people, processes, technology, and policies are optimally aligned.
- Provide recommendations to automate targeted processes to meet the mission, including updating, consolidating, and generating new policy, and leveraging information technology to streamline workflows through standardized data and network processes, templates, and tools to allow the department to perform programmatic activities more efficiently and effectively.

3C) Cost Savings Potential

Cost savings can be achieved through the **application** of Lean methodologies and Six Sigma (See Figure 6). Lean focuses on maximizing customer value while minimizing waste, aiming to optimize the flow of products and services across entire value streams. **This results in processes that require less human effort, space, capital, and time to produce goods or services at a lower cost and with fewer defects.** Six Sigma, conversely, is a disciplined, statistical-based, **data-driven approach and continuous improvement methodology** designed to eliminate defects in products, processes, or services.

We will work with City Staff to evaluate the input collection (below) to review potential for cost savings.

Input:

- Learn about the budget and Long-Range Financial Projections (noted in previous steps), including trends in cost of services, goods, insurance, labor, construction, and more
- Learn about city revenue sources and limitations of them
- Speak with department directors and other city leaders about the services the city provides, levels of service, have discussions about the current level of service and how future growth may impact service delivery and costs
- Review comparative city data
- Develop recommendations for future levels of service, cost reductions, new revenue options (as applicable or required), combinations thereof, and incorporate them into the Final Report

Output: Assessment of budget utilization to identify potential expenditure savings/reductions while maintaining service quality.

3D) Technology Utilization and Modernization

Team Blackberg uses a structured, data-driven approach to evaluate the organization's current technology landscape, identify gaps, and propose actionable solutions for automation and digital integration. We begin by defining the scope and objectives, working closely with the City to understand its priorities, such as reducing operational costs, improving process cycle times, or enhancing customer-facing digital touchpoints. For example, the assessment might focus on specific departments like finance, operations, or customer service, or encompass



the entire organization. Key success metrics, such as ROI, error rate reduction, or employee productivity gains, would be established to measure outcomes. We conduct kickoff meetings with executives, IT leaders, department heads, and end-users to align on expectations and gather initial insights into pain points and technology usage.

Current State Assessment. The next phase involves a thorough evaluation of the City’s existing technology stack, processes, and digital maturity. Data collection is multifaceted, combining qualitative and quantitative methods to build a comprehensive picture. We conduct interviews and surveys with stakeholders to understand workflows, technology challenges, and user experiences, while also observing processes firsthand or reviewing documentation to map operational workflows. To gauge digital maturity, we apply a Digital Maturity Framework, scoring the City across dimensions such as data analytics, cybersecurity, cloud adoption, and user experience. This classifies the organization as a beginner, emerging, connected, or transformed entity, providing a benchmark for improvement. We then use a gap analysis to identify inefficiencies, such as manual data entry in accounts payable, redundant systems causing data silos, or underutilized software features. Risks, including legacy system vulnerabilities or cybersecurity gaps, would also be highlighted. Tools like process mining software (e.g., Celonis) for workflow visualization, IT asset management platforms (e.g., ServiceNow) for inventory tracking, and SWOT analysis for summarizing strengths, weaknesses, opportunities, and threats would support this phase, ensuring a robust understanding of the current state.

Opportunity Identification. With a clear picture of the current state, we identify opportunities where automation and digital integration can drive significant value. For automation, we focus on repetitive, rule-based tasks suitable for Robotic Process Automation (RPA), such as invoice processing or employee onboarding, which could reduce cycle times by up to 50%. Workflow automation using low-code platforms like Microsoft Power Automate would target processes with high error rates or delays, such as inventory reconciliation. We present and recommend advanced technologies, including AI for predictive analytics (e.g., demand forecasting), machine learning for fraud detection, or chatbots for customer service, for higher-impact cases. IoT and sensor-based solutions could enable real-time monitoring, such as predictive maintenance where applicable.

For digital integration, we prioritize system interoperability to eliminate data silos that hinder efficient municipal operations. For example, integrating citizen relationship management (CRM) systems with enterprise resource planning (ERP) platforms using APIs or middleware (e.g., MuleSoft) could streamline processes like permitting, licensing, or service request management, ensuring seamless data flow across departments. Migrating legacy systems to secure cloud platforms like AWS or Azure would enhance scalability, improve system resilience, and reduce IT maintenance costs, aligning with budget constraints. Centralizing data through data lakes or warehouses (e.g., Snowflake) would enable unified analytics, empowering City leaders with insights into evidence-based decision-making, such as optimizing resource allocation or addressing community needs. Resident-facing integrations, such as mobile apps or self-service portals built on platforms like Salesforce or CivicPlus, would enhance accessibility and engagement by allowing residents to report issues, pay bills, or access services online. To prioritize these opportunities, we use a prioritization matrix, scoring each based on impact (e.g., cost savings, service improvements, resident satisfaction) and feasibility (e.g., implementation cost, technical complexity, timeline), ensuring alignment with the city’s mission to deliver equitable and efficient public services.

Step 4—Develop a Comprehensive Set of Recommendations and Prioritize

Team Blackberg translates opportunities into actionable solutions customized to the City’s needs, priorities, and budgetary constraints. These solutions would focus on enhancing service delivery, improving operational efficiency, and promoting equitable access to municipal services for all residents. For automation, short-term initiatives (0–6 months) would prioritize quick wins with minimal disruption. For example, deploying Robotic



Process Automation (RPA) could automate high-volume tasks like processing permit applications or managing service requests, reducing processing times by up to 50%. Medium-term initiatives (6–18 months) might include implementing AI-powered chatbots to handle resident inquiries, decreasing response times by 30%, or deploying IoT sensors for real-time monitoring of municipal assets, such as water meters or fleet vehicles, to optimize maintenance schedules. Long-term strategies (18+ months) could involve developing machine learning models to predict service demands, such as waste collection needs, improving resource allocation accuracy by 20%, or automating compliance reporting to streamline audits and reduce administrative costs. For digital integration, short-term actions (0–6 months) would focus on enhancing interoperability to eliminate data silos. For instance, integrating citizen relationship management (CRM) systems with enterprise resource planning (ERP) platforms via APIs could streamline processes like complaint resolution or budget tracking, improving inter-departmental coordination. Adopting single sign-on (SSO) would simplify access to municipal systems for employees, enhancing productivity and security. Medium-term plans (6–18 months) could include migrating on-premises servers to a secure hybrid cloud model, reducing IT maintenance costs by 15%, or implementing a citizen data platform to consolidate resident data for better service planning, such as targeting community programs to underserved areas. Long-term recommendations (18+ months) might involve developing a city-wide digital twin to simulate infrastructure operations, optimizing traffic flow or emergency response, or launching a fully integrated mobile app that allows residents to report issues, pay utility bills, or access services seamlessly. These initiatives would prioritize accessibility, ensuring digital tools are user-friendly and available in multiple languages to serve diverse communities. A summary of our approach, following the steps described above, are depicted in **Table 1-Project Placemat**.



Table 1: Project Placemat

Step	Actions	Outcomes	Requirements Mapping
❶ Assess Organizational State	Assess business functions through interviews, workflow review, observations, operating budgets and expenditures, and review the City's administrative process and procedures Evaluate organization/employee's perception and attitude toward performance and workplace culture	Implement the Assessment Survey; Develop the DCP, Document processes and conduct SWOT analysis, conduct a Gap Analysis; Develop Organizational/Business Function Self-Assessment	Conduct a comprehensive assessment of existing operations Identifying inefficiencies, redundancies, process bottlenecks, and cost savings potential Identifying areas where technology can be used or modernized to aid in City of St. Helena processes
❷ Data Collection Plan	Review information acquired during Step 1 to identify and prioritize gaps; Collaboratively review key processes; Identify efficiencies; Deconstruct the top priority processes into actionable components; Identify the capabilities needed for each business function	Delineate the pivotal transformation requirements; Apply process improvement method; Establish a general organizational sequence of targets; Develop an Action Plan; Conduct analysis debrief	
❸ Process Design - Identify Policy and Process Improvements	Identify organization and business unit-specific policies and processes for improvement; Quantitatively assess the level of effort required; Organize infrastructure for communication and integration; Develop a system of continuous process improvement	Build a "system" of metrics; Achieve more predictable performance; Benchmarking Report outlining cities of comparable size and service levels and highlighting best practices; Produce evidence-based, written documentation; Develop a schedule for auditing performance (operational efficiencies)	
❹ Prioritize Recommendations			Developing a comprehensive set of recommendations to improve operational efficiency, enhance service delivery, reduce costs, and/or optimize resource allocation. Presenting comprehensive set of recommendations (Transformation Strategy Report/Final Report (deliverable) to the City Council

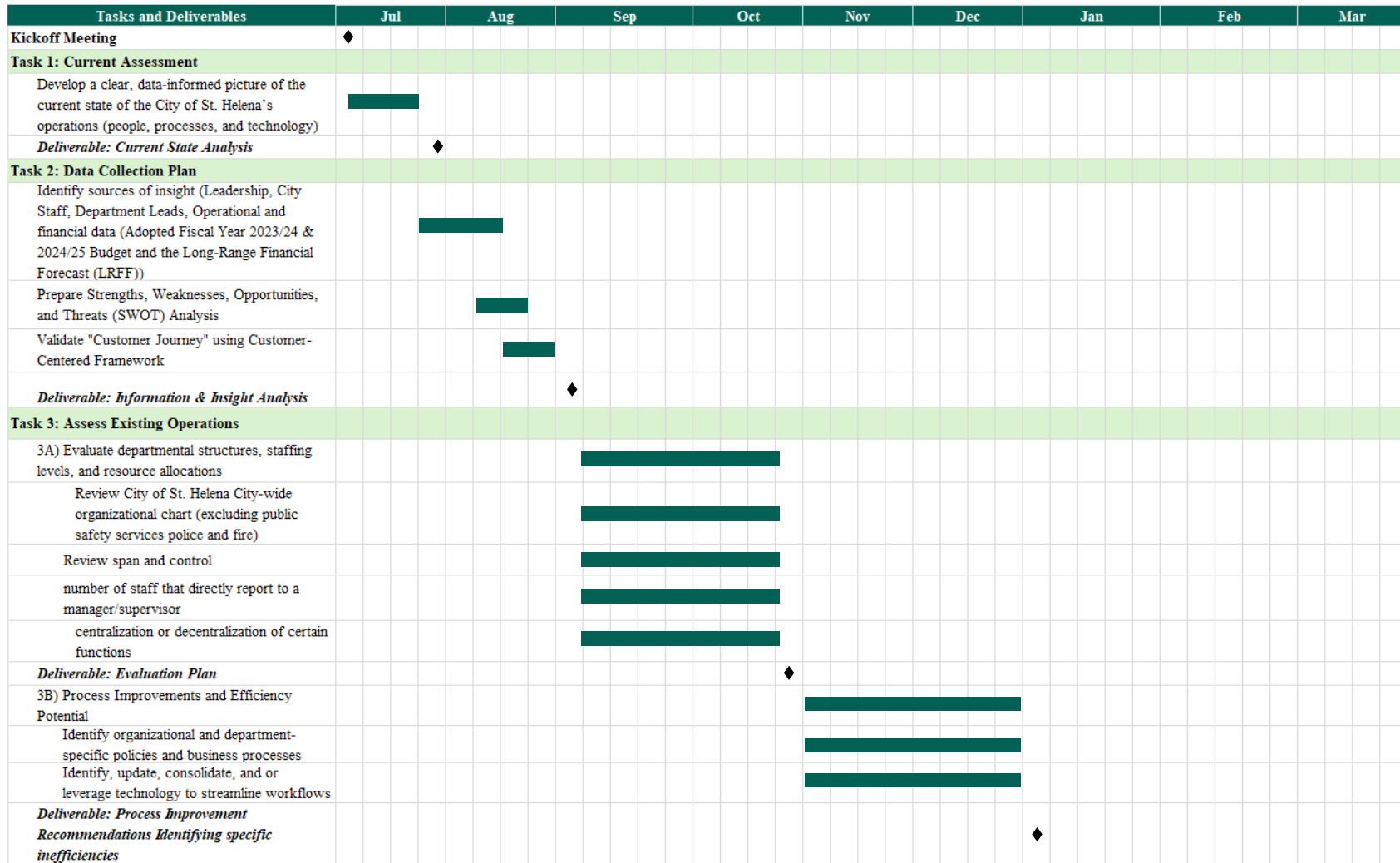
4.0 Detailed Project Timeline and Deliverables

Team Blackberg plans to complete all tasks and deliverables within 9-months. The project Gantt Chart (See **Figure 7 – next page**) provides a high-level overview of the major tasks, sub-tasks, and deliverables. We will work collaboratively with City Staff to gather, analyze, and report on results. We use a “Closed-Loop Program Management (CL-PM) plan to address the organizational and management approaches necessary to ensure the success of the program. The CL-PM plan aligns to and complies with the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK). It also integrates International Standards Organization (ISO) 9000 quality management principles that are part of the broader Team Blackberg Quality management System. Additionally, we send transparent weekly progress reports and meet at a minimum monthly with key stakeholders to deliver a progress report.

Deliverables: Final Report summarizing a menu of strategies to achieve efficiency and business transformation. The report shall present findings, recommendations, and potential for further inquiry emphasizing measurable outcomes such as: service delivery improvements, speed of transactions, and clear cost savings targets that align with the mission of making it easier for residents to interact/do business with the City. The final report should include (as applicable):

- a. **Staffing and Operational Analysis** with proposed restructuring and efficiency recommendations.
- b. **Process Improvement Recommendations** identifying specific inefficiencies.
- c. **Technology Utilization Assessment** with recommendations for automation and digital integration.
- d. **Financial Efficiency Review** outlining cost-saving measures and budgetary adjustments.

Figure 7 – Gantt Chart: Team Blackberg plans to complete the project in six months in accordance with the following Gantt Chart.



Tasks and Deliverables	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
3C) Cost Savings Potential									
Assessment of budget utilization to identify potential expenditure savings/reductions while maintaining service quality									
<i>Deliverable: Financial Efficiency Review outlining cost-saving measures and budgetary adjustments</i>									
3D) Technology Utilization and Modernization									
Assessment and Opportunity Identification									
<i>Deliverable: Technology Utilization Assessment</i>									
Task 4: Develop Recommendations									
Develop Recommendation list									
Short-Term Recommendations									
Mid-Term Recommendations									
Long-term Recommendations									
<i>Deliverable: Recommendations</i>									
Draft all sections (menu of strategies)									
Desktop publishing review									
Present Recommendations to the City Council									
<i>Deliverable: Final Report and Presentation</i>									
Gather feedback									
Update and finalize document									
<i>Deliverable: Final Report and Presentation</i>									

5.0 Team Composition and Technical Qualifications

We assembled a team of Subject Matter Experts (SMEs) with more than 40 years of combined experience delivering similar services. Team includes our Project Manager/**Performance Improvement SME** Mr. Joseph Duhig who brings 40+ years of experience leading transformation initiatives, strategic planning and process improvements. Our Strategist Ms. Leanne Reisz brings more than a decade of experience in strategic planning, community engagement, and communications in the public sector. Qualifications and experience of key personnel below:



Project Manager (KEY)/Performance Improvement SME: Joseph Duhig, MBA, CLSSMBB

Joseph Duhig is an accomplished Senior Executive with more than 30 years of success across healthcare, technology, financial services, manufacturing and information technology industries. As both a leader and consultant, he has helped organizations navigate through uncertain times to achieve remarkable business transformation. He specializes in leading large, complex change initiatives. Whether it involved the creation of a new academic medical center as CEO of the University Medical Center Alliance in Memphis, helping to establish a global brand with Samsung Electronics, serving as transformation leader for a \$1 billion investment in an electronic health record solution for Sutter Health or working to build a culture of continuous improvement across Kaiser Permanente's Enterprise Shared Services and Finance totaling over 60,000 employees and \$25 billion in annual spending, he brings together people, process and technology to enable organizations to achieve their desired future state and reliably meet their business goals. Joseph acted as a Senior Advisor to the Kaiser Permanente Performance Improvement and High Reliability Operation Model programs.

As one of the early practitioners of Health Systems Engineering, his personal passion and purpose are to improve the quality, safety, affordability, and care experience of patients and their families in accessing and receiving the care they need. From the earliest days of CQI until today, Joseph has worked with hundreds of hospitals and health systems in all 50 states. From Norton Sound Health System in Nome Alaska; Methodist Le Bonheur Healthcare in Memphis; Tripler Army Medical Center in Hawaii, Kaiser Permanente; Memorial Health in Savannah, Bon Secours Health System from Michigan to Florida; SCL Health in Kansas and Colorado; Anthem BCBS in Maine and many, many more. He has worked as a mentor, coach, teacher, strategic advisor and leader within hundreds of hospitals and with thousands of doctors, nurses, pharmacists, executives and most importantly the front-line teams engaged in care delivery every day. Today, he is proud to be known simply as "PI Joe" to the thousands of healthcare professionals whose lives and careers he has influenced. Joseph received his Bachelor of Science in **Industrial Engineering** and Certificate in Health Systems Engineering from the Georgia Institute of Technology. He obtained his Master of Business Administration from Wilmington University. He is a **Certified Six Sigma Master Black Belt and Lean Sensei** from Juran Institute. For the past 12 years he has served as faculty for the Advanced Training Program (ATP) offered by Intermountain Healthcare and recently has served as Lecturer at Loyola Marymount University teaching Big Data Analytics for Population Health in the Graduate Systems Engineering Program.



Ms. Reisz, **Strategic Planner**, has more than a decade of experience supporting public sector clients with strategic planning, analytics, community engagement programs, and strategic communications. These clients span the Department of Defense, Department of Homeland Security, Veterans Health Administration, U.S. Agency for International Development (USAID), Student Veterans of America, and more. Additionally, she has led diverse public-private partnerships to expand public sector impact and forge stronger community partnerships that support public sector goals. These collaborations have included new public sector partnerships with large corporations like Uber Health and Microsoft as well as smaller think tanks and academia. In addition to her expertise in strategic planning and community activations, Ms. Reisz is an expert facilitator and community event organizer—conducting dozens of offsites, strategic planning sessions, workshops, and community events each year. In 2024, she led more than 20 events, workshops, and planning sessions for the public sector. Notable public sector experience relevant to this project includes:

- Developing the 2025-2027 Strategic Plan for the Veterans Health Administration Office of Healthcare Innovation and Learning (VHA OHIL) and facilitating subsequent quarterly leadership offsites to guide actionable implementation.
- Supporting the design and development of the Federal Emergency Management Agency’s Office of the Chief Information Officer’s Strategic Plan and subsequent Actionable Roadmap.
- Facilitated stakeholder interviews and multi-day offsites to craft a Department of Education Strategic Plan focused on emerging innovations. Analyzed and prioritized education-focused innovations to develop an actionable Implementation Plan for the Department.
- Crafting the Defense Information Systems Agency Joint Service Provider (DISA JSP) Strategic Plan through focus groups with 60% of the workforce, interviews with other government agencies, and facilitated leadership offsites.
- Facilitating monthly DISA JSP executive leadership strategy sessions on the strategic plan’s implementation, including the development of a new operating model and governance model.
- Leading dozens of community outreach events, workshops, interviews, and focus groups each year.
- Expertise in mass communication—including writing that is accessible to diverse communities and resonates with citizens for increased buy-in.

We have included a summary for our **Executive Leadership (Supervisory)**, Emily Uhl, and Spence Byrum, available to flex onto the project for specialized needs, demonstrating a depth of expertise across a breadth of disciplines for robust and actionable plans.

Emily Uhl – Emily is a United States Naval Academy graduate whose leadership and management skills were honed during her twelve years as a Nuclear-qualified Surface Warfare Officer serving the U.S. Navy and U.S. Navy Reserve. Her commitment and adeptness in collaborating effectively with senior leadership and clients resulted in her accelerated promotions, both in the Navy and in the civilian sector.

Spencer Byrum – Spencer is a highly sought-after speaker, author, and Chief Executive Officer of HRS Consulting. He is a former Coast Guard rescue pilot, Head of Standardization and Training, and an internationally-known expert on the subject of human performance in challenging, time-critical environments. He has developed and delivered training to all US Combat Air Forces, Air National Guard, Project Engineers, and Project Managers.

6.0 Our Collective Robust Capacity

With more than 15 years of experience and a deep bench of experts, **Team Blackberg** has established a **robust capacity** to deliver the necessary services. Our collective team is comprised of 40+ employees with 40+ years of

experience in relevant services. This experience is heavily focused on the public sector, but it also includes international, academic, and private sector clients. Furthermore, Blackberg assigns a member of the executive leadership team to each project for oversight, reach back, and quality assurance. In addition, Blackberg has a Director of Operations for contractual and back-end operational support and a Creative Director who oversees the creative direction of all final plans and reports. These managerial resources are integrated into all pricing, ensuring they are available for surge support, quality assurance, and executive reach back on every project. We also maintain 30+ trusted 1099 resources on roster for specialized expertise.

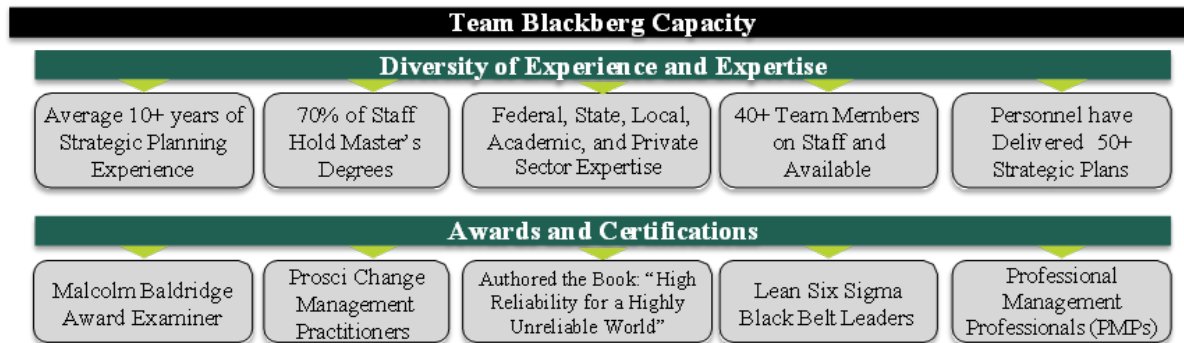


Figure 8 –Team Blackberg Capacity: *We use a combination of ISO 9001, Lean, and Six Sigma to improve service delivery, increase speed of transactions, and secure cost savings while making it easier for residents to interact and do business with St. Helena.*

Jack Ellison (Certified Lean Six Sigma Master Blackbelt) is an experienced process improvement advisor and military veteran with over 15 years of leadership experience in performance improvement, operational excellence, and organizational transformation across federal, public, and private sectors. As a **Certified Change Management Practitioner and Baldrige Performance Excellence Program Examiner**, Jack has directed high-impact projects with a focused approach to eliminating waste, improving quality, and enhancing measurable outcomes. His data-driven, results-oriented approach has delivered sustained improvements in productivity and strategic alignment by aligning people, processes, and technology.



7.0 Total Costs Including Fee Structure

Task 1	Scope			
Current Assessment	- Assess business functions through interviews, workflow review, observations, operating budgets and expenditures, and review the City’s administrative process and procedures - Evaluate organization/employee’s perception and attitude toward performance and workplace culture - Review information acquired during the current assessment to identify and prioritize gaps; Collaboratively review key processes; Identify efficiencies; Deconstruct the top priority processes into actionable components; Identify the capabilities needed for each business function; Develop Action Plan			
Timeframe	1 Month			
Report	Current State Analysis			
Cost	\$10,000.00			
Task 2	Scope			
Data Collection Plan	- Identify organization and business unit-specific policies and processes for improvement; Quantitatively assess the level of effort required; Organize infrastructure for communication and integration; Develop a system of continuous process improvement			
Timeframe	1.5-months			
Report	Information and Insight Analysis			
Cost	\$15,000			
Task 3	Scope			
Assess Existing Operations	- Review budget and financial projections, trends in costs, revenue sources and their limitations. - Discuss service levels with directors and leaders and consider how growth may affect services and costs. Review comparative city data. - Develop recommendations for future service levels, cost reductions, new revenue options			
Timeframe	5 months			
Report	Evaluation Plan, Process Improvement Recommendations, Financial Efficiency Review, and Technology Utilization Assessment			
Cost	\$50,000			
Task 4	Scope	Timeframe	Report	Cost
Develop Recommendation	- Develop Short-Term Recommendations, Mid-Term Recommendations, and Long-Term Recommendations - Draft all sections and present to the City Council - Refine draft deliverable with feedback and submit.			
Timeframe	2.5 months			
Report	Final Report with Staffing and Operational Analysis, Process Improvement Recommendations, Technology Utilization Assessment, and Financial Efficiency Review.			
Cost	\$25,000			

8.0 References from Past Clients with Similar Projects

Reference 1	
Name and Title	Mike Palazzo, Mayor
Email Address	Mayor@Germantown-TN.gov
Phone Number	(901) 757-7201
Scope of Services	
Our team partnered with the Mayor and City Administrator to combine the City's Smart Growth Plan (its general land use plan), its Triple Bottom Line (the economic, environmental, and social sustainability plan),	



annual budget, and the Germantown Plan into a single, focused strategic approach that was compliant with Baldrige evaluation criteria. The Baldrige Excellence Framework, used for evaluating organizations including cities, focuses on seven key areas—Leadership; Strategy; Customers’ Measurement, Analysis, and Knowledge Management; Workforce; Operations; and Results. Through the unified plan, we aimed to advance measurable and sustainable improvement in the ability of all senior leadership to function as effective collegial teams in pursuit of continuous improvement for the City and its residents. Through an inclusive and participatory process with the public, we worked closely with City leadership and the community to design, develop, facilitate, and conduct two retreats for Board of Mayor and Aldermen of Germantown, TN. Over nine months, the process involved highly focused efforts, including individual meetings between HRS and the City Administrator, Mayor, Aldermen, and city department heads to assess the current state and cultivate an understanding of the importance of teamwork in maintaining Germantown's status as one of the best small cities in the country. Our team then generated reports from the retreats, including information analyses and strategic guidance to support the Baldrige package development. An integral part of all discussions revolved around the principles of high reliability organizations so that the city could be confident in its efforts that it had done everything possible to achieve the optimal result with the resources that were available.

Key elements of support included:

- Assessment and analysis of opportunities and challenges
- Review of Germantown 20/20, SmartGrowth, previous retreat reports and the assessment of Baldrige criteria
- Assessment of readiness
- Planning meetings to arrange schedules, timelines, necessary documents with the City Administrator
- Interviews with the Board of Mayor and Aldermen, City Administrator and key leadership
- Dashboard, progress report, based on balanced scorecard metrics
- Process coaching and mentoring
- Leadership and organizational readiness guidance and coaching

Reference 2	
Name and Title	Kristopher “Kit” Teague, Executive Director
Email Address	Kristopher.Teague@va.gov
Phone Number	(650) 690-6844
Scope of Services	
Blackberg supports the VHA Innovation Ecosystem with project management, process improvement, organizational structure, and technology modernization. For the organizational structure and staffing plan, our team first conducted a comprehensive audit of all programming, anticipated project needs, and different organizational models. We then facilitated a multi-day offsite with leadership to establish a recommended restructure and staffing needs. For each innovation project, we also lead process development and improvements. Rooted in Lean Six Sigma best practices, our Black Belt certified project manager then created process maps and standard operating procedures that serve as living documents for the program. Additionally, Blackberg support a Veterans Health Venture Studio comprised of a hackathon, make-a-thon, and accelerator program. The program is specifically focused on assessing current technology utilization and creating new artificial intelligence, automations, and digital integrations within VA. Our team supports assessments, reports, and communications for the program. For all innovation programs and portfolios, our project management team monitors for financial efficiency and impact. We recently developed a master impact report for all projects and portfolios that outlines cost-savings and patient impact.	

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Blackberg Group LLC. to perform an Efficiency and Transformation Study for a total contract amount not-to-exceed \$100,000, with an option to extend for two additional years.

RECITALS

- A. On March 28, 2025, a Request for Proposals (RFP) was issued to solicit proposals from qualified firms to conduct an Efficiency and Transformation Study; and
- B. The City received seven responses in response to the RFP; and
- C. Following an initial evaluation, the top three firms were invited to participate in interviews; and
- D. Based on a comprehensive review of qualifications, relevant experience, proposed pricing, and overall approach, staff recommends the selection Blackberg Group LLC; and
- E. The City desires to hire a Consultant to perform an Efficiency and Transformation Study not to exceed \$100,000.

RESOLUTION

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

1. Authorize the City Manager to execute a Professional Services Agreement with Blackberg Group LLC for an Efficiency and Business Transformation Study for a total contract amount not-to-exceed \$100,000.
2. Funding is as follows:

Description	Fund	GL Account	Amount
FY 26-27 Operating Budget	General Fund	101-42-00-21-45	100,000
Total Not-To-Exceed			100,000

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Efficiency and Business Transformation Study**

This Agreement is made and entered into as of July 22, 2025, by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Blackberg Group LLC. with its principal place of business at 762 52nd Street, Norfolk, VA 23508-2087 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Efficiency and Business Transformation Study (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$100,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be from **August 1, 2025**, to **May 29, 2026**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Joseph Duhig and/or Leanne Reisz as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena

1088 College Avenue, St. Helena, CA 94574

Attn: Anil Comelo, City Manager

CONSULTANT:

Emily Uhl, President

Blackberg Group

762 52nd Street

Norfolk, VA 23508-2087

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND BLACKBERG GROUP LLC.**

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

CITY OF ST. HELENA

BLACKBERG GROUP LLC.

By: _____
Anil Comelo
City Manager

By: Emily Uhl
Emily Uhl (Jul 7, 2025 13:53 EDT)
Its: _____
President, Blackberg Group

Printed Name: Emily Uhl

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Services

TASK 1: Current Assessment

TASK 2: Data Collection Plan

TASK 3: Assess Existing Operations

TASK 4: Develop Recommendations and Draft Final Report and Deliver Presentation to City Manager and City Council

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle or when each task is completed. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

TASK 1: Current Assessment, \$10,000

TASK 2: Data Collection Plan, \$15,000

TASK 3: Assess Existing Operations, \$50,000

TASK 4: Develop Recommendations and Draft Final Report and Deliver Presentation to City Manager and City Council, \$25,000

EXHIBIT C

Activity Schedule

Approximate Schedule (based on contract approval there is at least a one-month delay in the original projected start date:

Tasks and Deliverables	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Kickoff Meeting									
Task 1: Current Assessment									
Develop a clear, data-informed picture of the current state of the City of St. Helena's operations (people, processes, and technology)									
<i>Deliverable: Current State Analysis</i>									
Task 2: Data Collection Plan									
Identify sources of insight (Leadership, City Staff, Department Leads, Operational and financial data (Adopted Fiscal Year 2023/24 & 2024/25 Budget and the Long-Range Financial Forecast (LRFF))									
Prepare Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis									
Validate "Customer Journey" using Customer-Centered Framework									
<i>Deliverable: Information & Insight Analysis</i>									
Task 3: Assess Existing Operations									
3A) Evaluate departmental structures, staffing levels, and resource allocations									
Review City of St. Helena City-wide organizational chart (excluding public safety services police and fire)									
Review span and control									
number of staff that directly report to a manager/supervisor									
centralization or decentralization of certain functions									
<i>Deliverable: Evaluation Plan</i>									
3B) Process Improvements and Efficiency Potential									
Identify organizational and department-specific policies and business processes									
Identify, update, consolidate, and or leverage technology to streamline workflows									
<i>Deliverable: Process Improvement Recommendations Identifying specific inefficiencies</i>									
Task 3C) Cost Savings Potential									
Assessment of budget utilization to identify potential expenditure savings/reductions while maintaining service quality									
<i>Deliverable: Financial Efficiency Review outlining cost-saving measures and budgetary adjustments</i>									
Task 3D) Technology Utilization and Modernization									
Assessment and Opportunity Identification									
<i>Deliverable: Technology Utilization Assessment</i>									
Task 4: Develop Recommendations									
Develop Recommendation list									
Short-Term Recommendations									
Mid-Term Recommendations									
Long-term Recommendations									
<i>Deliverable: Recommendations</i>									
Draft all sections (menu of strategies)									
Desktop publishing review									
Present Recommendations to the City Council									
<i>Deliverable: Final Report and Presentation</i>									
Gather feedback									
Update and finalize document									
<i>Deliverable: Final Report and Presentation</i>									



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3025984

DATE (MM/DD/YYYY)
07/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365		FAX (A/C, No):
	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Indemnity Insurance Company of North America		43575
	INSURER B :		
	INSURER C :		
INSURED BLACKBERG GROUP LLC 762 52ND ST NORFOLK, VA 23508-2087	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

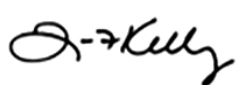
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	C72284021	10/01/2024	10/01/2025	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena ATTN: Anil Comelo, City Manager 1088 College Avenue St. Helena CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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BLACGRO-01

TPART

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
7/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insperity Insurance Services, LLC. 19001 Crescent Springs Dr. Kingwood, TX 77339	CONTACT NAME: PHONE (A/C, No, Ext): (855) 677-6418 FAX (A/C, No): (866) 384-3402 E-MAIL ADDRESS: ins@insperity.com																					
INSURED Blackberg Group, LLC 762 W 52nd St Norfolk, VA 23508	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>ACE Fire Underwriters Insurance Company</td><td>20702</td></tr> <tr> <td>INSURER B :</td><td>Pacific Employers Insurance Company</td><td>22748</td></tr> <tr> <td>INSURER C :</td><td>Travelers Casualty & Surety of America (formerly Travelers Casualty)</td><td>31194</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	ACE Fire Underwriters Insurance Company	20702	INSURER B :	Pacific Employers Insurance Company	22748	INSURER C :	Travelers Casualty & Surety of America (formerly Travelers Casualty)	31194	INSURER D :			INSURER E :			INSURER F :		
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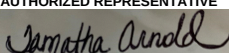
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	D02010070	9/22/2024	9/22/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐	X	X	D02010070	9/22/2024	9/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X	X	D02010094	9/22/2024	9/22/2025	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	107917294	9/22/2024	9/22/2025	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab.	X		107917294	9/22/2024	9/22/2025	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of St. Helena, its officials, officers, employees, agents and City designated volunteers are listed as an additional insured where required by contract.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Helena Attn: Anil Comelo, City Manager 1088 College Avenue, St. Moraga, CA 94575	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT

Named Insured BLACKBERG GROUP, LLC			Endorsement Number BOP47635a0716
Policy Symbol SER	Policy Number D02010070	Policy Period 09-22-2024 to 09-22-2025	Effective Date of Endorsement 09-22-2024
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In **Section II - Liability**, Paragraph **A. Coverages**, **1. f. Coverage Extension – Supplementary Payments**, subparagraphs **(1)(b) and (c)** are replaced by the following:

- (b)** The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

- (c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In **Section II - Liability**, Paragraph **B. Exclusions**, subparagraph **(2)** of Exclusion **1.g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability**:

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to “property damage” to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In **Section II - Liability**, Paragraph **C. Who is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In **Section II - Liability**, Paragraph **C. Who is an Insured**, Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:
 - a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph **2.a.(1)** above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.
 - b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSUREDS

In **Section II - Liability**, Paragraph **C. Who is an Insured**, the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

- e. Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

- f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in such premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

- g. Any person or organization who is a vendor of “your products”, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the

insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraph (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- (1) Required by the contract or agreement; or
- (3) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

- h.** Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:
- (1)** To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and
 - (2)** For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

- (1)** That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).
- (2)** With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

- (1)** Only applies to the extent permitted by law; and
- (2)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

- a.** Ownership, maintenance or use of any assets; or
- b.** Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

- (1)** "Bodily injury" or "property damage" that occurred; or
- (2)** "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e.**, **f.**, and **h.** above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of such person or organization is the amount of insurance:

From: Tina Cherry
Sent: Mon, 7 Jul 2025 14:44:02 +0000
Subject: RE: Blackberg Group - D02010094

Thank you!

Tina Cherry

Insurance Specialist, Insperity Insurance Services

19001 Crescent Springs Drive, Kingwood, Texas 77339

Office: 713-324-1283| Fax: 866-313-0966

Tina.Cherry@insperity.com



From: Doyle, Lauren A <Lauren.Doyle@Chubb.com>

Sent: Monday, July 7, 2025 9:10 AM

To: Tina Cherry <Tina.Cherry@insperity.com>

Subject: RE: Blackberg Group - D02010094

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Tina,

This policy has the Liability Enhancement which provides blanket AI when required by written contract. See pages 103 and 108 of the attached policy documents.

Thanks,

Lauren Doyle

Senior Underwriter, N.A. Small Business & Lower Midmarket

11525 North Community House Road, Suite 650, Charlotte, NC 28277, USA

O 704-540-6661

E Lauren.Doyle@Chubb.com



For Digital Small Business contact information, [click here](#).

- **Chubb Marketplace**-- <https://sciagents.chubb.com/marketplace>
- **Small Business Helpdesk** --smallbizhelpdesk@chubb.com | 800.664.8514
- **Small Business Digital Concierge** -- smallbizsolutions@chubb.com
- **Billing**-- smallbizbilling@chubb.com | 833.550.9660
- **Commission** - commercialdirectbill@chubb.com | 800.372.4822 Option 1
- **Loss Runs**- <https://agentview.chubb.com>
- **Audit** - premiumaudit@chubb.com | 877.658.2638
- **Small Business Claims**
 - Online: <https://claimshub.chubb.com/>
 - Email: claims.smallbusiness@chubb.com
 - Phone: 800-CLAIMS-0 (800.252.4670)

From: Tina Cherry <Tina.Cherry@insperity.com>
Sent: Monday, July 7, 2025 10:01 AM
To: Doyle, Lauren A <Lauren.Doyle@Chubb.com>
Subject: [EXTERNAL] Blackberg Group - D02010094

Lauren,

I am needing a copy of the blanket additional insured for Blackberg Group - D02010094

I looked in the policy, but I am not seeing it. Does this policy have it? Could you please tell me where I could find it.

Thanks,

Tina Cherry

Insurance Specialist, Insperity Insurance Services

19001 Crescent Springs Drive, Kingwood, Texas 77339
Office: 713-324-1283| Fax: 866-313-0966
Tina.Cherry@insperity.com



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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	July 22, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Authorization of a Resolution approving a Professional Services Agreement in the amount of \$160,000 between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2025-26.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	June 10, 2025 - City Council approved the FY 2025-26 and FY 2026-27 Biennial Budget with direction to staff to bring back a budget amendment for the Chamber of Commerce funding increasing it from \$125,000 to \$160,000.
STATEMENT OF THE PURPOSE:	The purpose is to execute a Professional Services Agreement with the St. Helena Chamber of Commerce to provide support services related to promotion and marketing of the City of St. Helena.
FINANCIAL IMPACT:	The total financial impact is \$160,000 in FY 2025-26. An amount of \$125,000 was previously authorized by City Council through the adopting of the FY 2025-26 and FY 2026-27 Biennial Budget. A budget adjustment in the amount of \$35,000 to GL Account 101-40-00-24-07 utilizing General Fund Balance will be required to increase the budget to \$160,000.

BACKGROUND:

Historically the City of St. Helena has contributed monies to the St. Helena Chamber of Commerce ("Chamber") thereby augmenting the funding available to support the local business community and to market and promote St. Helena as a desirable tourist destination choice. This is a continuation of the practice for promotional and marketing services.

Through the activities carried out in each agreement, the Chamber of Commerce assists the City with promotion of businesses to generate increased hotel and sales tax revenues which contributes to the City's budget and thereby the quality of life for local residents through the funding of City services and amenities.

DISCUSSION:

During the development of the FY 2025-26 and FY 2026-27 Biennial Budget, the City continued to address structural fiscal challenges, with expenditures consistently outpacing revenues. Despite proposing approximately \$1.8 million in budget reductions compared to the prior fiscal year, projections still indicate that estimated expenses will exceed estimated revenues by approximately \$1.4 million.

In light of these financial constraints, staff recommended a funding allocation of \$125,000 for the Chamber of Commerce for FY 2025-26, which was presented at the June 10th City Council meeting. Following thoughtful deliberation and a strong recognition of the Chamber's value to the business community, particularly its marketing and promotional efforts that support local economic activity through the Welcome Center, the City Council authorized an increased funding level of \$160,000. Accordingly, staff was directed to return with a formal budget adjustment request to reflect the additional \$35,000 when bringing forth the Professional Services Agreement for approval.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[DRAFT City Chamber Contract FY 2025-26.v5](#)

[Resolution - FY 2025-26 Chamber of Commerce Contract v1](#)

WELCOME CENTER AGREEMENT BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA
CHAMBER OF COMMERCE

THIS WELCOME CENTER AGREEMENT ("Agreement") is made and entered into on July 22, 2025 ("Effective Date") by and between the City of St. Helena, a municipal corporation located in the County of Napa, State of California ("City"), and the St. Helena Chamber of Commerce, a California Non-Profit Corporation ("Chamber"). The City and Chamber are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

- A. City seeks to work with the Chamber of and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination.
- B. California Government Code Section 37110 provides the City with authorization to utilize City General Funds to, among other things, promote the City.
- C. Chamber represents it is recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization.
- D. Chamber represents it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to operate, staff and provide activities/services at the Welcome Center on behalf of the City in accordance with this Agreement.
- E. City and Chamber have previously entered into similar promotional and marketing services agreements.
- F. The City seeks, and the Chamber desires, to further direct and focus the Welcome Center's efforts to ensure that taxpayer funds are used exclusively to promote and markets businesses that are located within the City limits, along with other tourist facing entities following standard tourism practices that fall in alignment with a visitor center.

Therefore, for the consideration hereinafter specified, the Parties agree as follows:

Section 1. Scope of Services. Chamber shall provide the services outlined in Exhibit A attached hereto.

Section 2. Term of Agreement. The term of this Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026, unless sooner terminated in accordance with its terms.

Section 3. Compensation. For the Scope of Services provided in Exhibit A, the City will pay the Chamber the annual sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) each year during the term of the agreement. Said payments shall be made in quarterly installments of FORTY THOUSAND DOLLARS (\$40,000.00) toward the Welcome Center. Quarterly invoice will be paid, within fourteen (14) business days, once invoice is received from the Chamber of Commerce. Should the Chamber need these dollars sooner, the Chamber shall provide a written request to be approved at the discretion of the City Manager to advance funds.

Section 4. Accounting. On or prior to the Effective Date, the Chamber shall present the Chamber's Full operating budget for the Welcome Center 2025-2026 fiscal year and a copy of the prior fiscal year budget and actual expenditures incurred at the Welcome Center and annually in July for each subsequent year of the agreement (collectively the "Financial Reports"). The Chamber shall account for all City funding provided under this Agreement and shall keep complete and accurate books and records for all expenditures associated with the City funding provided under this Agreement. Upon not less than 10 calendar days' notice from the City, the Chamber shall make available to the City and submit to inspection, review, and audit by the City and/or other governmental agencies with jurisdiction, all the Chambers' books, records, and financial statements as it's related to the Welcome Center.

Section 5. Performance Evaluation and Tracking. For the purpose of evaluating the effectiveness of the Welcome Center provided by the Chamber under this Agreement, the Chamber shall provide to the City a mid-year review on a date selected by the City, and a final written report at the end of the fiscal year. The mid-year review and final report shall include a report of all expenditures funded under this Agreement, and shall include the following information as of the date of reporting:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center
- Utilization and traffic count on the Chamber website.
- Hours of operation and staffing levels at the St. Helena Welcome Center. The St. Helena Welcome Center is open at minimum, five days per week, of which the days and hours are set at the discretion of the Chamber.
- Annual report attesting to the fact that taxpayer dollars have not been used to promote non-City of St. Helena businesses.
- Status of projects/programs outlined in Exhibit A, "Scope of Services," including, without limitation, dates, estimated attendees and expenditures.

The City Manager and the Chamber's President/CEO shall meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region and Special Events Productions.

Section 6. Independent Contractors. The Parties understand and agree that in the performance of its work and services under this Agreement, Chamber is and at all times shall remain a wholly

independent contractor and not an officer, employee or agent of City. Chamber shall obtain no rights or benefits that accrue to City employees. 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.

Section 7. Indemnification by Chamber. The Chamber shall, upon the City's written demand and with legal counsel acceptable to the City, defend, indemnify, and hold harmless the City, its agents, officers, City Council members, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including expert fees and costs, which may be asserted by any person, including the Chamber, arising out of or in connection with the Chamber's performance of services under this Agreement.

Section 8. Indemnification by City. The City shall, upon the Chamber's written demand and with legal counsel acceptable to the Chamber, defend, indemnify, and hold harmless the Chamber, its agents, officers, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including expert fees and costs, which may be asserted by any person, including the City, arising out of or in connection with the City's performance under this Agreement.

Section 9. Insurance Requirements. Chamber shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Chamber, 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. Chamber 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. 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.

D. 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 Chamber or Chamber's subconsultants; or automobile owned, leased, hired or borrowed by the Chamber.
2. For any claims related to Chamber's conduct while performing the work pertaining to this agreement, the Chamber'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 Chamber'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.

E. Waiver of Subrogation. The workers compensation policy is to 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.

F. 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.

G. Verification of Coverage. Chamber 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 10. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, sexual orientation, gender, gender identity, gender expression, age, national origin, religion, marital status, medical condition, or physical or mental disability.

Section 11. Governing Law. City and Chamber agree that the law governing this Agreement shall be that of the State of California.

Section 12. Compliance with Laws. Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local Agencies (including, without limitation, the City).

Section 13. Disclosure/Provision of Information. Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement may include the City logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to the City upon request and Chamber expressly grants City full legal authority and license to use and distribute any such materials.

Section 14. Waiver. The Parties agree that a waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The City's acceptance of Chamber's performance of any work or services shall not be deemed to be a waiver of City's rights or Chamber's obligations under this Agreement.

Section 15. Assignment/Delegation. Neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other Party, and no assignment shall be of any force or affect whatsoever, and shall be void, unless and until the other Party shall have so consented.

Section 16. Conflict of Interest/Anti-Fraud and Anti-Corruption Policies. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. The Chamber further covenants that in the performance of the Scope of Services under this Agreement, Chamber will not knowingly employ any person having any such conflict of interest with the City.

- 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(s) / subconsultant's(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 17. Attorney's Fees. In the event either Party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the rights or remedies of either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as part of such action or proceeding or any post-judgment legal proceedings.

Section 18. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights or remedies to any person or entity not a Party to this Agreement. In the event that Chamber enters into any agreements with third parties in connection with the work and services provided under this Agreement, City shall be deemed an intended third-party beneficiary of such agreements.

Section 19. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally served or mailed, return-receipt requested, addressed to the respective Parties as follows:

**CEO/President
St. Helena Chamber of Commerce
1154 Main Street
St. Helena, CA 94574**

**City Manager
City of St. Helena
1088 College Avenue
St. Helena, CA 94574**

Section 20. Prior Agreements. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement.

Section 21. Representations. Chamber represents it is recognized by the Internal Revenue Service as a section 501(c)(6) nonprofit organization, that it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on the Scope of Services to be provided to the City in accordance with the terms of this Agreement.

Section 22. Entire Agreement/ Interpretation. Both Parties acknowledge that by entering into this Agreement, the City is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly provided in this Agreement. This Agreement constitutes the entire agreement among the Parties and may not be modified or changed, except by written instrument executed by both Parties. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

Section 23. Termination. This Agreement may be terminated prior to June 30, 2026, as follows: By either Party, if the other Party fails to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement. The Party terminating the Agreement shall give 30 days written notice of such termination, stating the reasons for such termination in such event. Termination shall be effective 30 days following such written notice. Upon the termination of this Agreement by either Party, (1) any accrued but unpaid compensation due the Chamber shall be paid to the Chamber within thirty (30) days after receipt of the Chamber's invoice following such termination; and (2) Chamber shall repay to City within thirty (30) days after receipt of the Chamber's invoice following such termination the pro-rata portion of any quarterly payment remaining post-termination. Compensation to the Chamber or Chamber's reimbursement to City due upon termination shall be prorated. For example, if the Agreement were terminated on February 28, 2026, then THIRTEEN THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY THREE CENTS (\$13,333.33) OF THE FORTY THOUSAND (\$40,000) of quarterly funds advanced on January 31 for Tourism Marketing and Promotion Efforts would be returned to the City for the services not performed during March 2026 of the installment period.

Section 24. Special Provisions. This Agreement is subject to the following special provisions:

The Parties are required to provide certificates of coverage for any agreed upon special events ("Event") should they occur and shall name each other as additional insureds for the Event, as set forth below.

Hold harmless: to the fullest extent permitted by law, Chamber shall hold harmless, defend at its own expense, and indemnify City its officers, employees, agents, contractors, consultants, and volunteers, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, relating to, or resulting from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence, active negligence, or willful misconduct.

Hold harmless: to the fullest extent permitted by law, City shall hold harmless, defend at its own expense, and indemnify Chamber its officers, employees, agents, and volunteers, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, relating to, or resulting from, all acts or omissions of City or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Contractor's sole negligence, active negligence, or willful misconduct.

Both Parties shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise out of relate to, or result from the performance of the work hereunder by the respective party, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the parties maintain broader coverage and/or higher limits than the minimums shown above, the parties require and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following. provisions:

Additional Insured Status

The parties, their officers, officials, employees, contractors, consultants, and volunteers are to be covered as additional insureds on the other party's CGL policy with respect to liability arising out of, relating to, or resulting from work or operations performed by or on behalf of the respective party, including liability arising out of, relating to, or resulting from materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 0104 13 as respects to the parties, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the parties, its officers, officials, employees, or volunteers shall be excess and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the parties.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

The parties shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The parties reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The parties reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

Chamber:	City:
By: _____	By: _____
Name: Amy Carabba-Salazar	Name: Anil Comelo
Title: CEO/President	Title: City Manager

Exhibit A Scope of Services

St. Helena Chamber of Commerce Tourism Welcome Center Agreement

The St. Helena Chamber of Commerce ("Chamber") shall use its best efforts to proactively market the City of St. Helena, and downtown merchants/businesses through the Welcome Center. The Chamber's Welcome Center marketing and promotional efforts shall include, without limitation, the following activities:

Daily Operations

- Operate, staff and promote the Welcome Center located at 1154 Main Street, St. Helena, C. 94574
- Promote the City of St. Helena, its businesses and downtown climate through the
- Operate and staff a Welcome Center at minimum five days per week at the discretion of the Chamber CEO.
- Provide public restrooms for the City of St. Helena on Main Street

Information & Wayfinding

- Provide maps, guides, brochures, and Visit Napa Valley/local publications
- Offer directions and transportation info
- Recommend attractions, landmarks, and scenic routes
- Explain regional history and cultural context

Visitor Assistance

- Help plan itineraries or day trips
- Answer questions about parking, weather, etc.
- Assist with bookings for accessibility or mobility needs for visitors
- Help resolve travel issues for visitors
- Promote Local Businesses prioritizing City Limits, but not limited to other recommendations following standard welcome center tourism practices.
- Refer visitors to local restaurants, wineries, shops, etc.
- Showcase brochures or business cards from local partners
- Offer exclusive discounts or coupons for local accommodations

Bookings

- Help book lodging (hotels, inns, B&Bs) in St. Helena
- Facilitate reservations for experiences (wine tastings, dining reservations, excursions, etc.)
- Develop inspiration guides for travelers

Destination Marketing

- Act as a physical extension of our destination marketing organization (DMO) the St. Helena Chamber
- Reinforce the destination's brand with signage and visuals

Data Collection & Reporting

- Track visitor counts and areas of visitation
- Collect origin data to inform tourism trends
- Report visitation patterns to Visit Napa Valley in quarterly GIN meetings
- Annual report attesting to the fact that taxpayer dollars have not been used to promote non-City of St. Helena businesses.

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution approving a Professional Services Agreement for Fiscal Year 2025-26 between the City of St. Helena and The St. Helena Chamber of Commerce for an amount not-to-exceed \$160,000.

RECITALS

- A. The City of St. Helena desired to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and
- B. California Government Code Section 37110 provides the City with authorization to spend money from the General Fund to, among other things, promote the City; and
- C. The St. Helena Chamber of Commerce represents it is a recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization; and
- D. The St. Helena Chamber of Commerce represents it is directed by an elected Board of Directors from the local business community with a professional staff and is organized and equipped to carry on promotional and marketing activities on behalf of the City through the Welcome Center.

RESOLUTION

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

1. The City Council approves the Professional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2025-26 in an amount not-to-exceed \$160,000; and
2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.
3. The City Council authorizes a budget adjustment in the amount of \$35,000 utilizing General Fund balance.

4. Funding is as follows:

Description	Fund	GL Account	Amount
Authorized in FY 25-26 Operating Budget Approved on June 10, 2025	General Fund	101-40-00-24-07	125,000
Budget Adjustment in FY 25-26 Operating Budget	General Fund	101-40-00-24-07	35,000
Total			\$160,000

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Albion Surveys, Inc. for topographic surveying services at Bell Canyon Reservoir, as part of the Bell Canyon Intake Tower Replacement Project (CIP W-109), for an amount not to exceed \$15,000.
RECOMMENDED ACTION:	Adopt a resolution approving the contract.
PREVIOUS COUNCIL ACTION:	City Council authorized design and engineering services for the CIP Project W-109 but no action has been approved for land surveying services related to this project.
STATEMENT OF THE PURPOSE:	Authorize the professional services agreement to provide topographic surveying services at Bell Canyon reservoir.
FINANCIAL IMPACT:	Funding for this work is available in the approved FY 2025-26 Capital Improvement Program budget under W-109 Bell Canyon Intake Tower Replacement Project. The proposed not-to-exceed amount is \$15,000.

BACKGROUND:

The City of St. Helena is advancing the Bell Canyon Intake Tower Replacement Project (CIP W-109) to address aging infrastructure at the Bell Canyon Reservoir. As part of the planning and design effort, additional topographic surveying is required to supplement prior bathymetric and site surveys conducted in 2024.

Albion Surveys, Inc. submitted a proposal dated June 4, 2025, to perform a detailed topographic survey at Bell Canyon Reservoir (APN 021-420-019). This work includes mapping features critical to the intake tower replacement design and integration of prior survey data.

On July 2, 2025, Mead & Hunt (project consultants) provided a memorandum outlining additional survey needs to support design development, including:

- Verification of vertical and horizontal datums (confirmed NAD83 and NAVD88)
- Identification of monitoring wells, intake tower, and top of dam equipment
- Detailed channel survey downstream of the valve house
- Location of two drain lines and valve box behind the valve house

- Interior and exterior dimensions of the valve house and elevation shots
- Identification of adjacent features such as swales, drainage pathways, and site utilities

DISCUSSION:

Albion Surveys will perform the required field work and prepare deliverables including AutoCAD DWG and PDF files compatible with design needs. The initial proposal estimated \$11,200 for the defined scope. Considering the additional survey requests from Mead & Hunt, staff recommends authorizing a not-to-exceed amount of \$15,000 to accommodate potential supplemental efforts, coordination, and unforeseen site challenges.

The proposed survey work will:

- Provide critical base data for engineering design
- Enhance understanding of existing site conditions
- Support accurate planning and construction documents

Albion Surveys has performed similar work for the City and is familiar with the Bell Canyon site.

ENVIRONMENTAL REVIEW: This is not a CEQA Project

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

[Resolution](#)
[PSA Albion Survey Services](#)

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Albion Surveys, Inc. for Topographic Surveying Services at Bell Canyon Reservoir for an Amount Not-to-Exceed \$15,000.

RECITALS

- A. In 2024, City Council approved CIP Project W-109, the Bell Canyon Intake Tower Replacement Project; and
- B. Topographic surveying is required to support CIP W-109, supplementing the bathymetric and site surveys previously completed in 2024; and
- C. Staff have identified Albion Surveys as qualified firm to perform the necessary topographic survey work, and the firm has previously conducted similar services for the City and is familiar with the Bell Canyon site.

RESOLUTION

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

- 1. Authorize the City Manager to execute a professional services agreement with Albion Surveys, Inc. for topographic surveying services at Bell Canyon Reservoir for an amount not-to-exceed \$15,000.

- 2. Funding is as follows:

Description	Fund	GL Account	Amount
FY 2025-26 Capital Improvement Program	W-109 Bell Canyon Intake Tower Replacement Project	763-50-30-31-10	\$15,000

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Topographic Survey at Bell Canyon Reservoir as part of W-109**

This Agreement is made and entered into as of June 10, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Albion Surveys Consulting Land Surveyors with its principal place of business at 1113 Hunt Avenue, St. Helena CA 95474 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Topographic Survey at Bell Canyon Reservoir as part of W-109
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Scope of Services set forth in Exhibit "A." under Project Pricing Tasks.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$11,200.00**. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **July 22, 2025 to December 2025** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The project schedule is outlined in Exhibit A, and more detailed project schedule will be agreed upon during the initial project kick off and agreed to by the City and the Consultant. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Wendy Surh as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue
St. Helena CA 94753

CONSULTANT:

Albion Surveys
Consulting Land Surveyors
1113 Hunt Avenue
St. Helena CA 94574

Attn: Lesley Milton, Assistant to the City Manager

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND ALBION SURVEYS**

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

CITY OF ST. HELENA

Albion Surveys

By: _____
Anil Comelo
City Manager

By: _____
Name: Stephen Stewart_____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services & Schedule of Charges/Payments

Contractor will provide the below equipment and services with payment provisions as listed above.

ALBION SURVEYS

CONSULTING LAND SURVEYORS

1113 Hunt Avenue St. Helena, CA 95474
(707) 963-1217 ♦ sstewart@albionsurveys.com

June 4, 2025

Joe Leach, PE
 Director of Public Works/City Engineer
 City of St. Helena, Public Works
 jleach@cityofsthenela.gov

Regarding: Topographic Survey at Bell Canyon Reservoir, APN 021-420-019

Per the request of Scott Alman with Haley and Aldrich, we are pleased to provide this Proposal for Land Surveying services. This Proposal will serve as a Letter of Engagement whereby the City of St. Helena, hereinafter referred to as Client, engages Albion Surveys, hereinafter referred to as Surveyor, to perform a Topographic Survey (Survey) on the subject property. The Survey will be on current horizontal and vertical datums, will consist of all items we typically locate for development projects and will be suitable for use by design consultants. The contour interval will be 1 foot. The Survey will include the following:

- Top of Dam Equipment
- Monitoring Well Locations
- Location of Intake Tower
- Detailed Survey of the area within the Topographic Survey Limits. See attached map of the Topographic Survey Limits designated in red.

To deliver an AutoCAD DWG file and PDF file of the Survey, our estimated fee will be \$11,200, subject to unforeseen circumstances or unexpected difficulties (see below). With our current schedule, we estimate that the Survey will be completed within 3-4 weeks from the date of receipt of an executed copy of this agreement, weather dependent. Surveyor will make every reasonable effort to meet this schedule, however, this is not a guarantee.

If unforeseen circumstances or unexpected difficulties are encountered while we conduct the Survey, the Client will be consulted before Surveyor proceeds further. Surveyor will only perform additional services with Client's written or verbal approval. Surveyor will perform those services at their current hourly rates. This offer will expire if not executed within 30 days. Either party may terminate this agreement with or without cause. Upon termination, Surveyor will be reimbursed for services performed. This agreement contains no warranties either expressed or implied. Person(s) signing below certify that they have legal capacity as the individuals, representatives, and/or agents for the parties to this contract.

Our fee will be due upon delivery of the DWG and PDF files. Execution of this Proposal will confirm acceptance and shall constitute an agreement between Client and Surveyor.

Thank you,



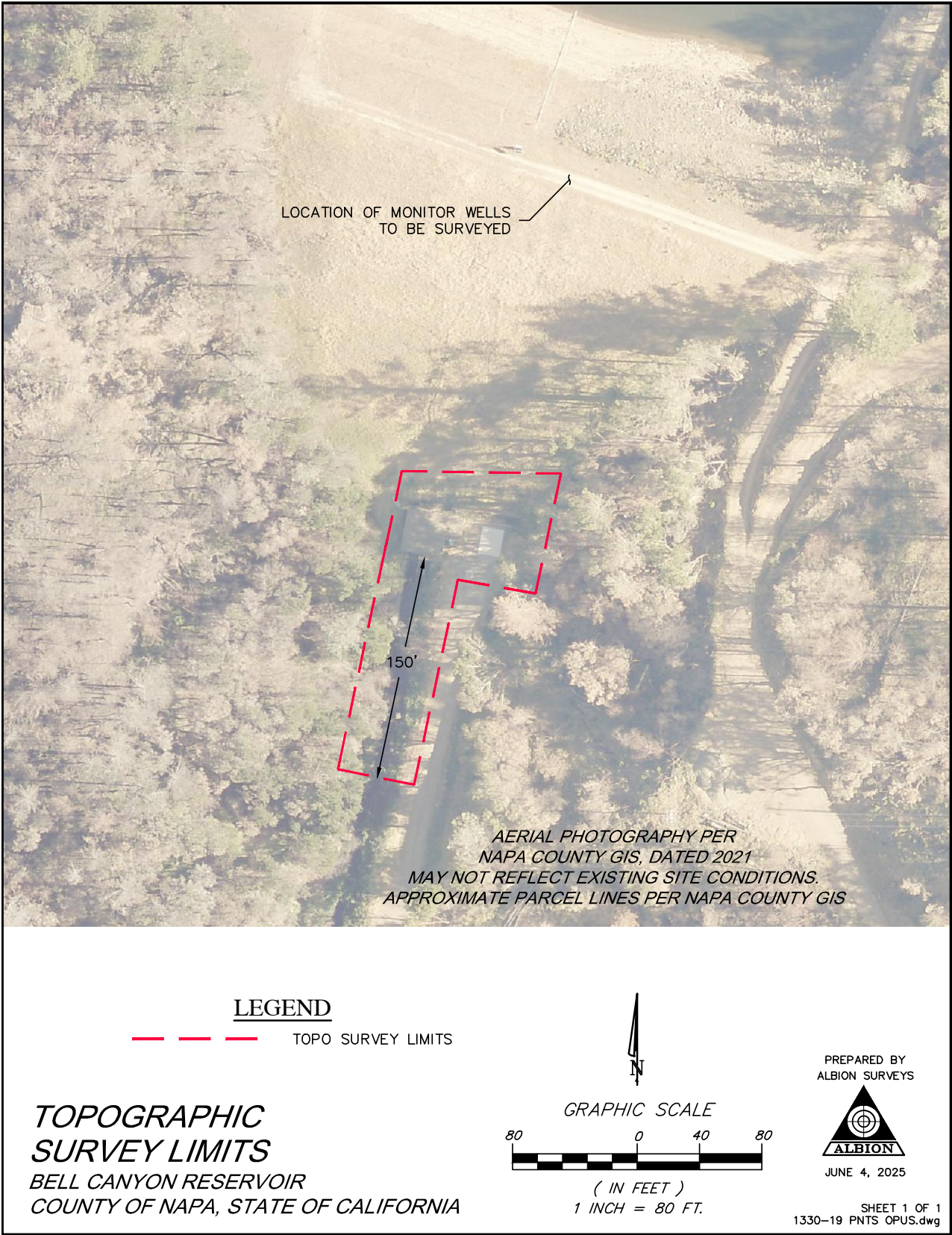
Stephen Stewart PLS 9751

I hereby authorize New Albion California, Inc. dba Albion Surveys to proceed with the scope of work described above under the terms and provisions also stated above:

Signed: _____ Date: _____

By: _____
Printed Name and Title

L: Proposal/SS/1330-20 Topo Survey Proposal.doc





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025																					
FROM:	Lesley Milton, Deputy City Manager																					
SUBJECT:	Authorize the City Manager to execute payment of outstanding invoices for generator rental services and approve additional funding for continued emergency generator rental services at the Wastewater Treatment Plant (WWTP), for an additional \$47,904.78 increasing the not-to-exceed total to \$286,425.																					
RECOMMENDED ACTION:	Staff recommends that the City Council authorize the City Manager to execute payment of outstanding invoices for generator rental services and approve additional funding for emergency generator rental services at the Wastewater Treatment Plant (WWTP), increasing the not-to-exceed total to \$286,425 .																					
PREVIOUS COUNCIL ACTION:	- July 23, 2024: Council authorized generator rental services for the WWTP for a not-to-exceed amount of \$150,000. - February 11, 2025: Council approved an additional \$87,284, increasing the not-to-exceed amount to \$238,520.																					
STATEMENT OF THE PURPOSE:	To authorize payment of past due invoices and additional funding for emergency generator rental services required to maintain operations at the WWTP while awaiting delivery of the permanent generator.																					
FINANCIAL IMPACT:	The following invoices from C&D Power require authorization for payment: <table><tr><th>Invoice #</th><th>Date</th><th>Amount</th></tr><tr><td>01-112308</td><td>3/18/2025</td><td>\$7,984.13</td></tr><tr><td>01-114190</td><td>4/28/2025</td><td>\$7,984.13</td></tr><tr><td>01-114547</td><td>4/29/2025</td><td>\$7,984.13</td></tr><tr><td>01-115656</td><td>5/30/2025</td><td>\$7,984.13</td></tr><tr><td>01-116988</td><td>6/30/2025</td><td>\$7,984.13</td></tr><tr><td>Subtotal</td><td></td><td>\$47,904.78</td></tr></table> Adding these amounts to the previously approved not-to-exceed cost of \$238,520 brings the updated total to \$286,425.	Invoice #	Date	Amount	01-112308	3/18/2025	\$7,984.13	01-114190	4/28/2025	\$7,984.13	01-114547	4/29/2025	\$7,984.13	01-115656	5/30/2025	\$7,984.13	01-116988	6/30/2025	\$7,984.13	Subtotal		\$47,904.78
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01-115656	5/30/2025	\$7,984.13																				
01-116988	6/30/2025	\$7,984.13																				
Subtotal		\$47,904.78																				

	Sufficient funds are available in Fund 571 Wastewater Operations Fund Balance to cover this increase.
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BACKGROUND:

The City is upgrading its WWTP to a Membrane Bioreactor (MBR) system, which requires a permanent generator for reliable power. Due to manufacturing delays, the permanent generator was delayed in delivery and has finally been delivered and installed.

To maintain continuity of essential services and meet regulatory requirements, the City had rented a temporary generator since 2023. The City Council has previously authorized funds to cover these rental costs through March 2025. Delivery of the permanent generator has finally occurred, and payment of generator rentals through June 2025 is due.

DISCUSSION:

C&D Power has continued to provide generator rental services necessary for uninterrupted WWTP operations. However, several invoices from March through June 2025 are past due, totaling **\$47,904.78**.

Staff requests Council authorization to pay the past due invoices and approve additional funding to cover continuous rentals until delivery and commissioning of the permanent generator occurred on July 1st.

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 CD Power](#)

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING PAYMENT OF OUTSTANDING INVOICES AND ADDITIONAL
FUNDING FOR EMERGENCY GENERATOR RENTAL SERVICES FROM C&D
POWER AT THE WASTEWATER TREATMENT PLANT, INCREASING THE NOT-
TO-EXCEED TOTAL TO \$286,425.

RECITALS

- A. WHEREAS, on July 25, 2023, the City Council approved the Emergency Back-Up Power Project, including the purchase of a permanent generator for the Wastewater Treatment Plant (WWTP); and
- B. WHEREAS, due to manufacturing delays, the permanent generator has not yet been delivered, requiring the continued rental of a temporary generator to ensure uninterrupted operations at the WWTP; and
- C. WHEREAS, on July 23, 2024, the City Council authorized generator rental services for a not-to-exceed cost of \$150,000, and on February 11, 2025, approved an additional \$87,284 for a revised not-to-exceed cost of \$238,520; and
- D. WHEREAS, staff recommends increasing the not-to-exceed total by \$47,905 to account for past due invoices and continued generator rental services, for a revised total of \$286,425, to be funded from Wastewater Operations Fund 571.

RESOLUTION

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

- 1. The City Council hereby authorizes the City Manager to execute payment for outstanding invoices from C&D Power totaling \$47,905 for emergency generator rental services at the Wastewater Treatment Plant.
- 2. The City Council further authorizes an increase to the not-to-exceed total for generator rental services from \$238,520 to \$286,425 to accommodate past due invoices and anticipated rental costs until delivery of the permanent generator..
- 3. Funding is as follows:

Description	Fund	GL Account	Amount
FY 25-26	Wastewater Enterprise fund Contract Services	571-50-29-21-45	\$47,905

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Dr. Water Well for video inspection, cleaning, and sanitizing of Stonebridge Well 2 for a not-to-exceed cost of \$14,700.
RECOMMENDED ACTION:	Execute a Professional Services Agreement with Dr. Water Well for video inspection, cleaning, and sanitizing of Stonebridge Well 2 for a not-to-exceed cost of \$14,700.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To approve professional services to clean the Stonebridge Well #2.
FINANCIAL IMPACT:	The total cost for the proposed services is not to exceed \$14,700 with funding available in the Water Enterprise Fund 561 allocated for professional services and equipment repair.

BACKGROUND:

Stonebridge Well 2 has been taken offline due to an overabundance of iron that has contributed to seasonal water discoloration within the City's water system. To maintain water quality and reliability, rehabilitation of this critical water source is necessary.

Currently, the City cannot proceed with other planned water quality improvements and adjustments, as taking additional sources offline would significantly impact our ability to meet water demand. Restoring Stonebridge Well 2 to service is therefore a priority.

DISCUSSION:

The proposed work includes:

- **Dr. Water Well:** Conducting a video inspection of the well to assess internal conditions, followed by cleaning and sanitizing to address the iron buildup and restore operational integrity.

These services are essential to determine the cause of the elevated iron levels, rehabilitate the well, and ensure continued reliable water supply to the community. The work will also provide critical information to guide any future long-term solutions for improving source water quality.

ENVIRONMENTAL REVIEW:

The proposed actions are categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) as they involve maintenance and minor rehabilitation of existing public infrastructure with no expansion of use.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

DOCUMENTS ATTACHMENTS:

[Quote.14894 from Dr Water Well Services Inc. 8236](#)

[PSA Drwaterwell](#)

[Resolution Dr Water Well](#)

Dr. Well Water Well Services, Inc.

Contractors Lic.# 967790

PO Box 1685

Fair Oaks, CA 95628

Phone 916-536-9319

Fax 916-962-7381

Date 10/25/2022

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

*Proposal***NO. 14894**

Terms Due upon completion

Estimate

CP

City Of St. Helena
Stonebridge Well, 1/2
Mile E/O Pope St &
College Ave, St. Helena

Quantity	Description	Units	Rate	Total
	8" CID, 45' SWL, 181' TVD			
1.00	Nylon Wire Brush, Swab and Surge in a solution of hydrochloric acid into formation and let stand overnight then airlift spent acid, debris and fill from bottom.	LS	11,800.00	11,800.00
1.00	ReVideo Survey (NO CHARGE)			0.00

COST VALID FOR 60 DAYS**Total \$11,800.00**

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, and any other necessary insurance. Our workers are fully covered by workmen's Compensation Insurance.

Acceptance of contract - The above prices, specifications and conditions are satisfactory and are acceptable. You are authorized to do the work as specified. Payment will be made as outline above.

E-mail

drwaterwell@yahoo.com

Signature _____

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Stonebridge Well 2 Inspection and Cleaning**

This Agreement is made and entered into as of June 22, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Dr. Water Well with its principal place of business at PO Box 1685 Fair Oaks, CA 95628 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Stonebridge Well 2 Inspection and Cleaning
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Scope of Services set forth in Exhibit "A." under Project Pricing Tasks.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$14,700**. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this

Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **July 22, 2025** to **March 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The project schedule is outlined in Exhibit A, and more detailed project schedule will be agreed upon during the initial project kick off and agreed to by the City and the Consultant. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Wendy Surh as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue
St. Helena CA 94753
Attn: Lesley Milton, Assistant to the City

CONSULTANT:

Dr. Water Well
PO Box 1685
Fair Oaks, CA 95628

Manager

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
DR WATER WELL**

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

CITY OF ST. HELENA

Dr Water Well

By: _____
Anil Comelo
City Manager

By: _____
Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services & Schedule of Charges/Payments

Contractor will provide the below equipment and services with payment provisions as listed above.

Quantity	Description	Units	Rate	Total
	12 1/4" CID, 600' TD			
1.00	VIDEO SURVEY - DUAL VIEW CAMERA		1,000.00	1,000.00
1.00	Nylon Wire Brush, Swab and Surge in a solution of hydrochloric acid into formation and let stand overnight then airlift spent acid, debris and fill from bottom.	LS	13,700.00	13,700.00
1.00	ReVideo Survey (NO CHARGE)			0.00
Total			\$14,700.00	

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA

**AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH DR. WATER WELL FOR VIDEO INSPECTION, CLEANING,
AND SANITIZING OF STONEBRIDGE WELL 2 FOR A NOT-TO-EXCEED COST OF
\$14,700**

RECITALS

- A. WHEREAS, Stonebridge Well 2 has been taken offline due to an overabundance of iron contributing to seasonal water discoloration within the City's water system; and
- B. WHEREAS, the rehabilitation of Stonebridge Well 2 is necessary to maintain water quality and ensure adequate supply to meet the community's water demand; and
- C. WHEREAS, Dr. Water Well has proposed to provide video inspection, cleaning, and sanitizing services to address iron buildup and restore the operational integrity of the well; and
- D. WHEREAS, funding for this work is available in the Water Enterprise Fund, allocated to professional services and equipment repair accounts; and
- E. WHEREAS, the proposed actions are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as they involve maintenance and minor rehabilitation of existing public infrastructure with no expansion of use.

RESOLUTION

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

- 1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Dr. Water Well for video inspection, cleaning, and sanitizing of Stonebridge Well 2 for a not-to-exceed amount of \$14,700.
- 2. The City Manager is authorized to take all actions necessary to carry out the intent of this Resolution, including approval of minor modifications to the Agreement, provided the total cost does not exceed the authorized amount.
- 3. Funding is as follows:

Description	Fund	GL Account	Amount
FY 25-26	Water Enterprise Fund	561-50-34-21-45	\$14,700

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Approval of a Resolution Authorizing the City Manager to execute Professional Services Agreement with Operational Technical Services (OTS) in a not-to-exceed amount of \$180,000 for six-months of temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher and authorize the expenditure of \$66,224.08 of underbilled expenses.
RECOMMENDED ACTION:	Staff Recommends Approval of the Attached Resolution and authorization to execute the contract.
PREVIOUS COUNCIL ACTION:	<u>STH Contract: FY 2021-077 - Wastewater</u> 04/27/21 - Initial Agreement 01/25/22 - Amendment #1 02/22/22 - Amendment #2 08/09/22 - Amendment #3 04/25/23 - Amendment #4 10/10/23 - Amendment #5 01/23/24 - Amendment #6 08/13/24 - Amendment #7
STATEMENT OF THE PURPOSE:	The purpose of this report is to execute a new and separate Professional Services Agreement with different terms for a continued Wastewater Treatment Operator.
FINANCIAL IMPACT:	The estimated fiscal impact of this Professional Services Agreement includes a not-to-exceed amount of \$180,000, along with \$66,224.08 for previously underbilled services authorized at rates approved in Amendments #6 and #7 to the original Contract STH 2021-077. Sufficient funds are available in the adopted FY2025/26 Wastewater Treatment Operating Budget in Other Contract Services, and no additional appropriation is required at this time.

BACKGROUND:

On April 27, 2021, the City and Operational Technical Services (OTS) entered into an initial agreement (STH FY2021-077) for OTS to provide temporary Wastewater Treatment Operator services with appropriate certifications.

Since the execution of the original agreements, the City has continued to face difficulties in filling these positions and has continued need to utilize OTS services resulting in 7 additional amendments to the original contract for the Wastewater Treatment Division. Unfortunately, the Wastewater Chief Plant Operator position is still in recruitment and the city has been challenged to secure an appropriately qualified candidate.

To remain in compliance with the State of California State Water Resources Control Board (SWRCB) regulations it is necessary to have qualified staff members who possess certain minimum certifications specific to the type of treatment plant, collection system and distribution system.

DISCUSSION:

The City is at the final stages of construction for the Wastewater Treatment plant (CIP Project S-52). The finalization for the new MBR Treatment Facility includes both a new facility and a new style of treatment process that is a significant change in operations.

Staff is projecting that testing, training and absorbing the new operations will be a temporary learning curve, resulting in a need for staffing through FY2025/26. As noted above, the City has continued to face difficulties in filling the Wastewater Chief Plant Operator role, which remains in active recruitment without a viable candidate secured. OTS continues to have capable and qualified candidates available and can provide staffing support within as little as one week.

In consideration of administrative efficiency and financial clarity, staff is recommending the creation of a new Professional Services Agreement (PSA) with OTS for the requested temporary staffing services, rather than processing an additional amendment to the existing contract (STH FY2021-077). The current wastewater contract has undergone multiple amendments over the past fiscal years, and continued amendments can complicate the tracking of fiscal year allocations, invoice processing, and contract management workflows. A new PSA will provide a clean structure for scope, term and funding specific to the temporary operator staffing needs within FY2025/26. This approach does not change the City's commitment to transparency and oversight; all past contract amounts and amendments will continue to be tracked and reported cumulatively to provide a full picture of OTS-related costs for wastewater and water operations.

A summary of the past contracts, and amendments to OTS Contracts for wastewater and water is noted in Table 1 and Table 2 below.

Table 1 - STH Contract: FY 2021-077 - Wastewater

STH Contract FY2021-077	Date Approved	Contract Value	Not-To-Exceed Cost
Contract Execution	04/27/21	\$100,620	\$100,620
Amendment #1	01/25/22	\$100,293	\$200,913
Amendment #2	02/22/22	\$258,337	\$459,250

STH Contract FY2021-077	Date Approved	Contract Value	Not-To-Exceed Cost
Amendment #3	08/09/22	\$270,750	\$730,000
Amendment #4	04/25/23	\$220,200	\$950,200
Amendment #5	10/10/23	\$175,000	\$1,125,200
Amendment #6	01/23/24	\$271,986	\$1,397,186
Amendment #7	08/13/24	\$125,639	\$1,522,825

Additionally, during negotiations for this agreement, the city was informed that OTS had underbilled for their contract operator services from February 11, 2024 through Jun 15, 2025. The total amount underbilled equated to \$66,224.08. The underbilling resulted from a clerical error caused by misaligned internal processes. Specifically, certain billing inputs were not updated before final costs were entered, leading to the use of outdated figures. A significant contributing factor was the unexpected passing of the previous CPO during the assignment, which necessitated an urgent replacement to ensure compliance with regulatory obligations. Since then, internal processes have been updated to minimize the risk of similar billing discrepancies in the future. OTS apologizes for the inconvenience and increased workload that this has caused. As allowed in approved amendment #6 and #7, the city is being asked to pay the true amount owed to OTS.

The proposed agreement is for a one-year term for one full time WWTP Chief Plant Operator position and is a not to exceed cost of \$180,000, which equates to approximately 6 months of contract operator services. The contracted rate includes an hourly dollar value, per diem as well as a housing stipend. Costs could vary according to overtime, on-call schedules and mileage. Should the city be able to successfully recruit a permanent position for this position, this contract amount will not be fully utilized.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[OTS Resolution July 2025](#)

[OTS Professional Services Agreement 2025 \(2\) \(1\)](#)

[OTS Invoice and Worksheet](#)

[Invoice 500ADJ](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OTS INC. FOR TEMPORARY WASTEWATER TREATMENT OPERATOR WITH SWRCB WASTEWATER TREATMENT GRADE 4 CERTIFICATION OR HIGHER IN AN AMOUNT NOT-TO-EXCEED \$180,000 AND AUTHORIZE THE EXPENDITURE OF \$66,224.08 OF UNDERBILLED EXPENSES AS ALLOWED IN AMENDMENT #6 AND #7.

RECITALS

- A. The City's institutional knowledge is impacted when resignations occur and this impact is more pronounced in smaller organizations like the City of St. Helena; and
- B. The City currently has three approved positions at the Wastewater Treatment Plant; and
- C. The City is currently recruiting for a Wastewater Treatment Chief Plant Operator; and
- D. According to the State of California State Water Resource Control Board (SWRCB) the Chief Plant Operator is required to possess a valid Wastewater Treatment Operator Certification; and
- E. While the City is recruiting for permanent Wastewater Treatment Chief Plant Operator, the City needs assistance on an interim basis; and
- F. The City has contracted with Operational Technical Services (OTS) to provide temporary assistance at the Water Treatment Plant since 2021 and OTS has demonstrated they have the necessary skills, abilities, and staff to help fulfill the need at the City's Wastewater Treatment Plant; and
- G. The City's existing contract has 7 separate amendments to the original agreement; and

- H. The City of St. Helena and Operational Technical Services now desire to continue services but enter into a newly negotiated agreement in FY2025-26 to provide a temporary Wastewater Treatment Chief Plant Operator.
- I. During negotiations the city was informed that OTS had underbilled for their contract operator services from February 11, 2024 through Jun 15, 2025 as allowed in approved amendment #6 and #7 for a total underbilled amount of \$66,224.08.

RESOLUTION

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

1. Authorizes the City Manager to execute a new Professional Services Agreement with Operational Technical Services (OTS) for temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$180,000, and billed according to the rate in the contract; and
2. Authorizes the payment of underbilled amount of \$66,224.08 for services authorized at a rate approved in Amendment #6 and #7 to original contract STH 2021-077.

3. Funding is as follows:

Description	Fund	GL Account	Amount
FY2025-26 Budgeted Funds Other Contract Services	571-Wastewater Enterprise	571-50-29-21-45	\$180,000
FY2025-26 Budgeted Funds Other Contract Services	571-Wastewater Enterprise	571-50-29-21-45	\$66,224.08

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of July 22, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and OTS, an LLC, with its principal place of business at 10250 Constellation Blvd. Ste. 100, Los Angeles, CA 90067 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Temporary Wastewater Treatment Chief Plant Operator with SWRCB Wastewater Treatment Grade 4 Certification or better (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$180,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from July 22, 2025 to June 30, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or

equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the

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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under

Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings,

documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Colter Andersen as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena

1088 College Avenue

St. Helena, CA 94574

Attn: Joseph Leach, Director of Public Works

CONSULTANT:

OTS, LLC.

10250 Constellation Blvd. Ste. 100

Los Angeles, CA 90067

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND OTS, INC.**

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

CITY OF ST. HELENA

OTS, LLC.

By: _____
Anil Comelo
City Manager

By: David S Sibelman

Its: Chief Executive Officer

Printed Name: David S Sibelman

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A
Scope of Services



TASK ORDER

TASK ORDER NO. #01-2025

**JOB NAME: Wastewater Treatment
Plant Chief Plant Operator**

OTS INFORMATION

NAME: Operational Technical Services, LLC
ADDRESS: 10250 Constellation Blvd, Ste 2300
Los Angeles, CA 90067

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

THIS TASK ORDER is issued pursuant to that certain Agreement for Temporary Services by Independent On-Call Contract between City of St. Helena ("Client") and Operational Technical Services, LLC, also known as OTS dated, July 22, 2025, which is set to expire in one (1) year.

1. Project Name or Description: Recruit and submit a WWTP CPO candidate for City of St. Helena to utilize as a temporary operator.
2. Premises: The Client's business premises is located at 1572 Railroad Avenue, St. Helena, California, 94574 and shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: Lesley Milton, Assistant Public Works Director
4. Duration of Services:
Start Date/Time: 7/21/2025
End Date: TBD
Work Schedule: Dayshift

5. Scope of Services:

Wastewater Chief Plant Operator position is responsible for supervising the day-to-day operation, development, repair, and maintenance of the City's wastewater treatment facilities. You will take direction from the Wastewater Superintendent and/or Public Works Director. This position will require supervising, evaluating, planning, and participating in the day-to-day operations which includes the following:

- Mechanical maintenance and repairs of the City's wastewater treatment plant and facilities.
- Overseeing processing and water quality laboratory testing.
- Assisting in the preparation and administration of the division budget, evaluates and trains assigned staff.
- Interfacing with and coordinates assigned functions with other City services and departments.
- Representing plant operations with government regulatory agencies.
- Ensuring safe work practices, work quality, and accuracy.
- Performing related duties as assigned.

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ESSENTIAL FUNCTIONS:

- Accepts administrative responsibility for the activities, operations, and services of the Wastewater Division in providing quality treatment service for the City
- Plans, supervises, prioritizes, monitors, and participates in the work of staff responsible for the maintenance and operation of the wastewater treatment plant and related collection system; ensures compliance with state, federal, and local mandates for water quality. Makes plant operation modifications as needed; provides monthly/annual reports to state, federal, and local authorities.
- Supervises and performs tasks related to the maintenance, repair, and construction of wastewater treatment plant facilities, lift stations, equipment, and related control systems.
- Inspects the maintenance and repair of equipment for quality, compliance with applicable standards, and proper operation.
- Oversees laboratory analysis programs for wastewater, sludge, and effluent and is responsible for operating and systems modification based on test results.
- Prepares a variety of water quality and industrial waste reports for regulatory agencies and internal operations.
- Conducts regular inspections to identify maintenance and repair needs; schedules, plans, and supervises the installation, maintenance, and repair of mechanical and electrical systems.
- Evaluates and recommends the best use of supplies, materials, and equipment; requisitions, inventories, and supervises the use of all materials, supplies, and equipment used in the operation and maintenance of wastewater facilities.
- Ensures that mechanical equipment receives proper lubrication, overhauling, and inspection; ensures proper calibration of pneumatic instruments; performs plant operation and maintenance assignments, as necessary.
- Evaluates staffing requirements and utilization of staff; supervises, evaluates, trains, and motivates assigned staff
- Develops and directs staff safety training programs; oversees safety of assigned staff and monitors work in progress; schedules staff work assignments.
- Assists the Public Works Director with operating and capital improvement budgets
- Analyzes annual operating costs and makes recommendations for budget development and improvements in operating costs
- Administers and monitors the approved budget; prepares project cost estimates and analysis.
- Attends and participates in organizational and community meetings as necessary
- Stays current on issues relative to wastewater treatment technologies; responds to and resolves community and organizational inquiries and complaints regarding treatment system operations.
- Represents the City's wastewater treatment functions in public relations activities and with regulatory agencies.
- Establishes and maintains a customer service orientation within the division.
- Enforces rules, regulations, policies, and procedures relating to the operation of the wastewater treatment system and waste discharge requirements prescribed in all applicable sections of the Clean Water Act and California Water Code.
- Performs standby duties for water and wastewater treatment facilities on a routinely scheduled basis.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

KNOWLEDGE OF:

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

ABILITY TO:

- Plan, organize, and supervise the operation of a wastewater treatment plant and associated collection systems.
- Ensure equipment is maintained appropriately.
- Accurately supervise and perform water quality laboratory testing and analysis.
- Ensure chemical and bacteriological laboratory tests are conducted in accordance with mandates.
- Analyze and interpret laboratory tests and make modifications to wastewater treatment plant operations as required; read and interpret plant operations equipment.
- Maintain accurate and updated logs, records, and reports; prepare and submit comprehensive and mandated reports.
Perform plant operation and maintenance assignments; represent the City's wastewater treatment functions with other governmental agencies and community groups.
- Plan, organize, train, evaluate, and direct work of assigned staff; interpret, explain, and apply applicable laws, codes, and regulations
- Read, interpret, and record data accurately
- Organize, prioritize, and follow-up on work assignments.
- Work independently and as part of a team.
- Make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.
- Follow written and oral directions.
- Observe safety principles and work in a safe manner.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

LICENSE AND CERTIFICATION REQUIRED:

SWRCB Grade IV Wastewater Treatment Plant Operator Certification

6. **Break Requirement:**

California law requires that within an 8 hour shift the Operator is entitled to a 30-minute break. This lunch break may be waived by mutual consent of both the Client and the Operator. If the Operator works over 10 hours in one day, they are entitled to a second lunch

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break of 30 min. The second meal period may not be waived if the first period is waived, however either meal period can be counted as work hours and compensated for at the normal hourly rate.

EXHIBIT A
FEE SCHEDULE

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

OTS Fee Schedule	
OTS Candidate #1- Wastewater Chief Plant Operator	Local Regular Rate: \$165/hr. Per Diem: \$340/week Housing: \$585/week

Local Bill Rate VS Travel Bill Rate:

OTS recognizes the need to provide highly skilled and certified professionals for all our Clients. Due to staffing shortages throughout the country, OTS will provide our Clients two options for potential operators to use on their projects.

Local Operator – any OTS-certified professional living within a 40-mile radius of the defined project

Travel Operator – any OTS-certified professional living outside the 40-mile radius of the defined project shall be deemed a Travel Operator. OTS provides our Travel Operator housing, local per diem rates, and mileage reimbursement. Mileage is travel to and from their domicile to the provided OTS housing and is paid every two weeks.

Minimum Hours- As previously stated, any OTS professional who is a Travel Operator is provided housing, mileage and local per diem. In order to ensure that the travel expenses are covered by the Travel Rate, there is a minimum amount of hours each Travel Operator must work per week. The minimum hours for this position are 3.

Overtime:

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

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seventh consecutive day of work in a workweek, Operator must be paid two (2.0) times the regular rate. If an operator also works on a holiday OTS will bill the client overtime hours for that day. OTS will charge 1.50 X the regular rate for all hours considered overtime which includes holiday hours. OTS will charge 1.75 X for any hours which are considered Double Time hours.

Holiday Pay:

The Client agrees to pay OTS a rate of 1.5 times the normal Local Bill Rate or Travel Bill Rate for any hours worked on an approved holiday.

Timecard Approval Schedule:

Client has the obligation to review and approve all on site Temporary Employee time cards in a timely manner. All work weeks are from Mondays to Sundays. The Temporary Employee will complete and submit their weekly timesheet via Bullhorn for the previously worked week by Tuesdays. The Client is responsible for approving all timesheets via Bullhorn by Wednesdays at End of Business for the previous week. If the Client does not approve timesheets by Wednesdays at End of Business, OTS will approve the timesheet on behalf of the Client and bill the hours that the candidate submitted. If the Client does not have the ability to approve timesheets by Wednesday at End of Business, they are to reach out to OTS to ask for a written extension or assistance in approving the timesheets.

On-Call Support:

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

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

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

Operational Technical Services, LLC

City of St. Helena

For: Operational Technical Services, LLC

For Client: City of St. Helena

David S Sibelman
Print Name

Joseph Leach
Print Name

Chief Executive Officer
Title

Assistant City Manager
Title

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David S Sibelman

Signature

Signature

6/20/25

Date

Date

CLIENT INTAKE PORTION

Invoices must go to the following contacts per position. OTS is only able to bill 2 contacts per Task Order. Please include up to 2 Billing Contacts and their information below:

Billing Contact:

Name:

Title:

--	--

Email:

Phone Number (Direct Line):

--	--

Billing Contact (Optional):

Name:

Title:

--	--

Email:

Phone Number (Direct Line):

--	--

PO Number (If Applicable):

Number:

--

Special Requests (Upon Approval):

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Details:

EXHIBIT A

TEMP TO HIRE CONVERSION FEE SCHEDULE EARLY CONVERSION OPTION

Client has the right, upon notification to OTS, to hire any Temporary Employee to be a permanent Employee after 25 weeks of service or 1,000 hours worked. Client must provide OTS a copy of the Offer Letter within 10 days of the candidate accepting the offer. In the event Client chooses to convert the Temporary Employee prior to Temporary Employee completing 1,000 straight time hours, or approximately 25 weeks, on assignment, Client will pay OTS a conversion fee for a direct-hire placement fee according to the below schedule:

Number of Hours on Operational Technical Services Payroll	Percent (%) of Employee's Annual Salary
1,000 Hours	25%
1000 – 1250 Hours	20%
1251 – 1400 Hours	15%
1401+ 1600 Hours	10%
1601+ Hours	No Fee

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INVOICE

Operational Technical Services
10250 Constellation Blvd Ste 2300
Los Angeles, CA 90067

info@getots.com
+1 (424) 285-0051
www.getots.com



Bill to
Joseph Leach
City of St. Helena
1088 College Avenue
St Helena, CA 94574
United States

Invoice details
Invoice no.: 500ADJ
Terms: Net 30
Invoice date: 07/07/2025
Due date: 08/06/2025

Date	Description	Qty	Rate	Amount
07/07/2025	Starks, Philip - Regular Hours - Rate Adjustment from 02/11/2024 to 05/18/2025	2534	\$26.00	\$65,884.00
07/07/2025	Starks, Philip - OT - Hours Rate Adjustment from 02/11/2024 to 05/18/2025	21	\$12.48	\$262.08
07/07/2025	Starks, Philip - DT - Hours Rate Adjustment from 02/11/2024 to 05/18/2025	12	\$6.50	\$78.00
Thank you for your business!				
Total				\$66,224.08

		REG	HOURS	RATE	CORREC	RATE		OT-	RATE	CORREC	RATE	DOLLAR	DT	RATE	CORREC	RATE	DOLLAR				
		BILLED	BILLED	T RATE	VARIANCE	DOLLAR VARIANCE		BILLED	BILLED	T RATE	VARIANCE	VARIANCE	BILLED	BILLED	T RATE	VARIANCE	VARIANCE	TOTAL TO BILL			
PHILIP STARKS	2/11/2024	3973	40	130	156	\$26.00					\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	2/18/2024	3979	40	130	156	\$26.00					\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	2/25/2024	4005	40	130	156	\$26.00					\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	3/3/2024	4008	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00			
	3/10/2024	4028	35	130	156	\$26.00					\$910.00	\$0.00	0			\$0.00	\$0.00	\$910.00			
	3/17/2024	4040	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	3/24/2024	4057	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	3/31/2024	4068	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	4/7/2024	4091	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	4/14/2024	4105	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	4/21/2024	4115	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	4/28/2024	4124	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	5/5/2024	4141	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00			
	5/12/2024	4149	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00			
	5/19/2024	4162	40	130	156	\$26.00		\$1,040.00	4	195	207.48	\$12.48	\$49.92	4	227.5	234	\$6.50	\$26.00	\$1,115.92		
	5/26/2024	4176	26	130	156	\$26.00		\$676.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$676.00		
	6/2/2024	4195	32	130	156	\$26.00		\$832.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$832.00		
	6/9/2024	4208	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	6/16/2024	4223	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	6/23/2024	4238	32	130	156	\$26.00		\$832.00	8	195	207.48	\$12.48	\$99.84	0			\$0.00	\$0.00	\$931.84		
	6/30/2024	4256	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	7/7/2024	4276	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	7/14/2024	4288	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	7/21/2024	4309	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	7/28/2024	4330	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	8/4/2024	4347	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	8/11/2024	4363	38	130	156	\$26.00		\$988.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$988.00		
	8/18/2024	4376	38	130	156	\$26.00		\$988.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$988.00		
	8/25/2024	4394	38	130	156	\$26.00		\$988.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$988.00		
	9/1/2024	4425	37	130	156	\$26.00		\$962.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$962.00		
	9/8/2024	4435	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	9/15/2024	4449	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	9/22/24	4461	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	9/29/24	4481	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	10/06/24	4501	24	130	156	\$26.00		\$624.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$624.00		
	10/13/24	4514	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	10/20/24	4533	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	10/27/24	4545	40	130	156	\$26.00		\$1,040.00	7	195	207.48	\$12.48	\$87.36	0			\$0.00	\$0.00	\$1,127.36		
	11/03/24	4567	36	130	156	\$26.00		\$936.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$936.00		
	11/10/24	4580	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	11/17/24	4590	32	130	156	\$26.00		\$832.00	0			\$0.00	\$0.00	8	227.5	234	\$6.50	\$52.00	\$884.00		
	11/24/24	4608	40	130	156	\$26.00		\$1,040.00	2	195	207.48	\$12.48	\$24.96	0			\$0.00	\$0.00	\$1,064.96		
	12/01/24	4620	24	130	156	\$26.00		\$624.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$624.00		
	12/08/24	4630	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	12/15/24	4640	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	12/22/24	4654	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	12/29/24	4663	32	130	156	\$26.00		\$832.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$832.00		
	01/05/25	4676	32	130	156	\$26.00		\$832.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$832.00		
	01/12/25	4678	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	01/19/25	4688	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	01/26/25	4701	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	02/02/25	4707	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	02/09/25	4721	38	130	156	\$26.00		\$988.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$988.00		
	02/16/25	4728	34	130	156	\$26.00		\$884.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$884.00		
	02/23/25	4741	32	130	156	\$26.00		\$832.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$832.00		
	03/02/25	4753	37	130	156	\$26.00		\$962.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$962.00		
	03/09/25	4763	35	130	156	\$26.00		\$910.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$910.00		
	03/16/25	4776	38	130	156	\$26.00		\$988.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$988.00		
	03/23/25	4785	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	03/30/25	4801	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	04/06/25	4812	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	04/13/25	4829	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	04/20/25	4847	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	04/27/25	4859	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	05/04/25	4874	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	05/11/25	4857	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
	05/18/25	4905	40	130	156	\$26.00		\$1,040.00	0			\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00		
		2,534						21					12					\$86,224.08			
		TOTAL \$65,884.00						TOTAL \$262.08						TOTAL \$78.00 \$86,224.08						TOTAL	
Type of HO		QTY	Rate Adjustment																		
Regular		2534	26	\$	\$ 65,884.00																
OT		21	12.48	\$	262.08																
DT		12	6.5	\$	78.00																
Total					\$ 66,224.08																

INVOICE

Operational Technical Services
10250 Constellation Blvd Ste 2300
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Bill to
Joseph Leach
City of St. Helena
1088 College Avenue
St Helena, CA 94574
United States

Invoice details
Invoice no.: 500ADJ
Terms: Net 30
Invoice date: 07/07/2025
Due date: 08/06/2025

Date	Description	Qty	Rate	Amount
07/07/2025	Starks, Philip - Regular Hours - Rate Adjustment from 02/11/2024 to 05/18/2025	2534	\$26.00	\$65,884.00
07/07/2025	Starks, Philip - OT - Hours Rate Adjustment from 02/11/2024 to 05/18/2025	21	\$12.48	\$262.08
07/07/2025	Starks, Philip - DT - Hours Rate Adjustment from 02/11/2024 to 05/18/2025	12	\$6.50	\$78.00
Thank you for your business!				
Total				\$66,224.08

		REG	HOURS	RATE	CORREC	RATE		OT-	RATE	CORREC	RATE	DOLLAR	DT	RATE	CORREC	RATE	DOLLAR	
		BILLED	BILLED	T RATE	VARIANCE	DOLLAR VARIANCE		BILLED	BILLED	T RATE	VARIANCE	VARIANCE	BILLED	BILLED	T RATE	VARIANCE	VARIANCE	TOTAL TO BILL
PHILIP STARKS	2/11/2024	3973	40	130	156	\$26.00					\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	2/18/2024	3979	40	130	156	\$26.00					\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	2/25/2024	4005	40	130	156	\$26.00					\$0.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	3/3/2024	4008	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	3/10/2024	4028	35	130	156	\$26.00					\$910.00	\$0.00	0			\$0.00	\$0.00	\$910.00
	3/17/2024	4040	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	3/24/2024	4057	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	3/31/2024	4068	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	4/7/2024	4091	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	4/14/2024	4105	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	4/21/2024	4115	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	4/28/2024	4124	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	5/5/2024	4141	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	5/12/2024	4149	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	5/19/2024	4162	40	130	156	\$26.00		4	195	207.48	\$12.48	\$49.92	4	227.5	234	\$6.50	\$26.00	\$1,115.92
	5/26/2024	4176	26	130	156	\$26.00					\$676.00	\$0.00	0			\$0.00	\$0.00	\$676.00
	6/2/2024	4195	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	6/9/2024	4208	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	6/16/2024	4223	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	6/23/2024	4238	32	130	156	\$26.00		8	195	207.48	\$12.48	\$99.84	0			\$0.00	\$0.00	\$931.84
	6/30/2024	4256	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	7/7/2024	4276	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	7/14/2024	4288	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	7/21/2024	4309	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	7/28/2024	4330	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	8/4/2024	4347	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	8/11/2024	4363	38	130	156	\$26.00					\$988.00	\$0.00	0			\$0.00	\$0.00	\$988.00
	8/18/2024	4376	38	130	156	\$26.00					\$988.00	\$0.00	0			\$0.00	\$0.00	\$988.00
	8/25/2024	4394	38	130	156	\$26.00					\$988.00	\$0.00	0			\$0.00	\$0.00	\$988.00
	9/1/2024	4425	37	130	156	\$26.00					\$962.00	\$0.00	0			\$0.00	\$0.00	\$962.00
	9/8/2024	4435	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	9/15/2024	4449	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	9/22/24	4461	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	9/29/24	4481	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	10/06/24	4501	24	130	156	\$26.00					\$624.00	\$0.00	0			\$0.00	\$0.00	\$624.00
	10/13/24	4514	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	10/20/24	4533	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	10/27/24	4545	40	130	156	\$26.00		7	195	207.48	\$12.48	\$87.36	0			\$0.00	\$0.00	\$1,127.36
	11/03/24	4567	36	130	156	\$26.00					\$936.00	\$0.00	0			\$0.00	\$0.00	\$936.00
	11/10/24	4580	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	11/17/24	4590	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	11/24/24	4608	40	130	156	\$26.00		2	195	207.48	\$12.48	\$24.96	0			\$0.00	\$0.00	\$1,064.96
	12/01/24	4620	24	130	156	\$26.00					\$624.00	\$0.00	0			\$0.00	\$0.00	\$624.00
	12/08/24	4630	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	12/15/24	4640	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	12/22/24	4654	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	12/29/24	4663	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	01/05/25	4676	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	01/12/25	4678	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	01/19/25	4688	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	01/26/25	4701	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	02/02/25	4707	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	02/09/25	4721	38	130	156	\$26.00					\$988.00	\$0.00	0			\$0.00	\$0.00	\$988.00
	02/16/25	4728	34	130	156	\$26.00					\$884.00	\$0.00	0			\$0.00	\$0.00	\$884.00
	02/23/25	4741	32	130	156	\$26.00					\$832.00	\$0.00	0			\$0.00	\$0.00	\$832.00
	03/02/25	4753	37	130	156	\$26.00					\$962.00	\$0.00	0			\$0.00	\$0.00	\$962.00
	03/09/25	4763	35	130	156	\$26.00					\$910.00	\$0.00	0			\$0.00	\$0.00	\$910.00
	03/16/25	4776	38	130	156	\$26.00					\$988.00	\$0.00	0			\$0.00	\$0.00	\$988.00
	03/23/25	4785	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	03/30/25	4801	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	04/06/25	4812	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	04/13/25	4829	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	04/20/25	4847	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	04/27/25	4859	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	05/04/25	4874	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	05/11/25	4857	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
	05/18/25	4905	40	130	156	\$26.00					\$1,040.00	\$0.00	0			\$0.00	\$0.00	\$1,040.00
		2,534						21					12					\$86,224.08
		TOTAL \$65,884.00						TOTAL \$262.08				TOTAL \$78.00 \$86,224.08						TOTAL
Type of HO		QTY	Rate Adjustment															
Regular		2534	26	\$	\$ 65,884.00													
OT		21	12.48	\$	262.08													
DT		12	6.5	\$	78.00													
Total					\$ 66,224.08													



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	June 2025 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 and 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.cityofstheleena.gov/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 2025. The water produced for June 2025 is up by 8% when compared to June 2024 and is down by 25% 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 2024 (Acre-Feet)	June 2025 (Acre-Feet)
Bell Canyon	74	19.46	22.73
Stonebridge Wells	41	40.7	27.92
Napa Water	51	46.82	65.01
Total	166	106.98	115.66

- Percent change from June 2024: 8%
- Percent change from average of June 2018 - 2020: -25%

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 2024 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, 2025, Bell Canyon Reservoir elevation was at 420.87 feet representing approximately 2,204.00 acre-feet (AF) and 92.5% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 AF 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 2023, 2024, and 2025.

Year	2023	2024	2025
Bell Canyon Elevation Level	420.93 Ft.	420.18 Ft.	419.62 Ft.
Acre Feet	2,302.58 AF	2,245.73 AF	2,204.00 AF
Percent Capacity	96.6%	94.21%	92.5%

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 AF, significantly above the 1,481 AF 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 2025, Rutherford Pump Station was producing an average of 0.70 MG/day for a total of 65.01 AF for the month.

ENVIRONMENTAL REVIEW: Not Applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

[MWR June 1-30 2025](#)

[Attachment 2 - Bell Canyon Water Storage Forecast](#)

[Attachment 3- Bell Canyon Reservoir Storage Phase I II](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

June 1-30, 2025

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	22.73	27.92	0.52	65.01	-0.44
AMOUNT PRODUCED in MG	7.40	9.09	0.17	21.17	-0.14
PERCENT	19.7%	24.2%		56.4%	-0.4%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	37.67 MG	34.85 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	1.25 MG	1.16 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	297.85 AF	25.7%	264.71 AF	18.7%
	97.02 MG		86.22 MG	
NAPA WATER	540.57 AF	46.6%	598.40 AF	42.2%
	176.08 MG		194.92 MG	
STONEBRIDGE POTABLE WELLS	320.60 AF	27.7%	554.13 AF	39.1%
	104.43 MG		180.50 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	1159.02 AF	100.0%	1417.24 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.17 MG/Jun. 1 -30	0.23 MG/Jun. 1-30
NAPA VALLEY COLLEGE	NA MG/Jun. 1 -30	0.09 MG/Jun. 1-30

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	419.62 FT.	420.18 FT.
MONTHLY RISE OR DROP	-1.25 FT.	-1.26 FT.
CAPACITY AT END OF PERIOD	2204.00 AF	2245.73 AF
PERCENT OF FULL CAPACITY	92.5 %	94.2 %
RAINFALL IN THIS PERIOD	0.00 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	48.18 IN	23.43 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	49.8-97.8	57.3-93.6
AVERAGE	73.8	75.45

REMARKS

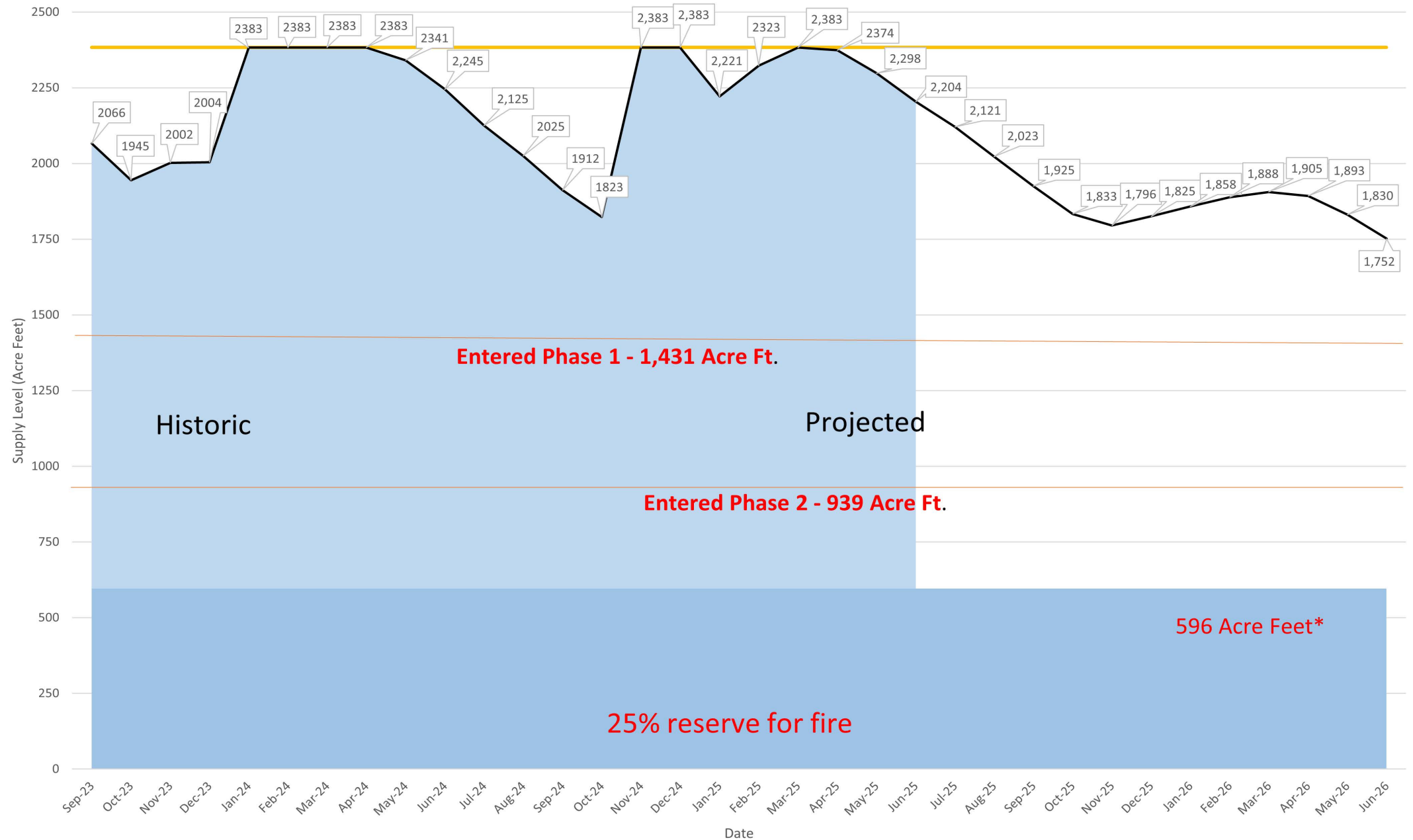
City of Napa Water Delivery: RPS producing an average of 0.70 MG/day during June 2025.

DISCLAIMER: The data presented in this report is approximate and for informational purposes only.

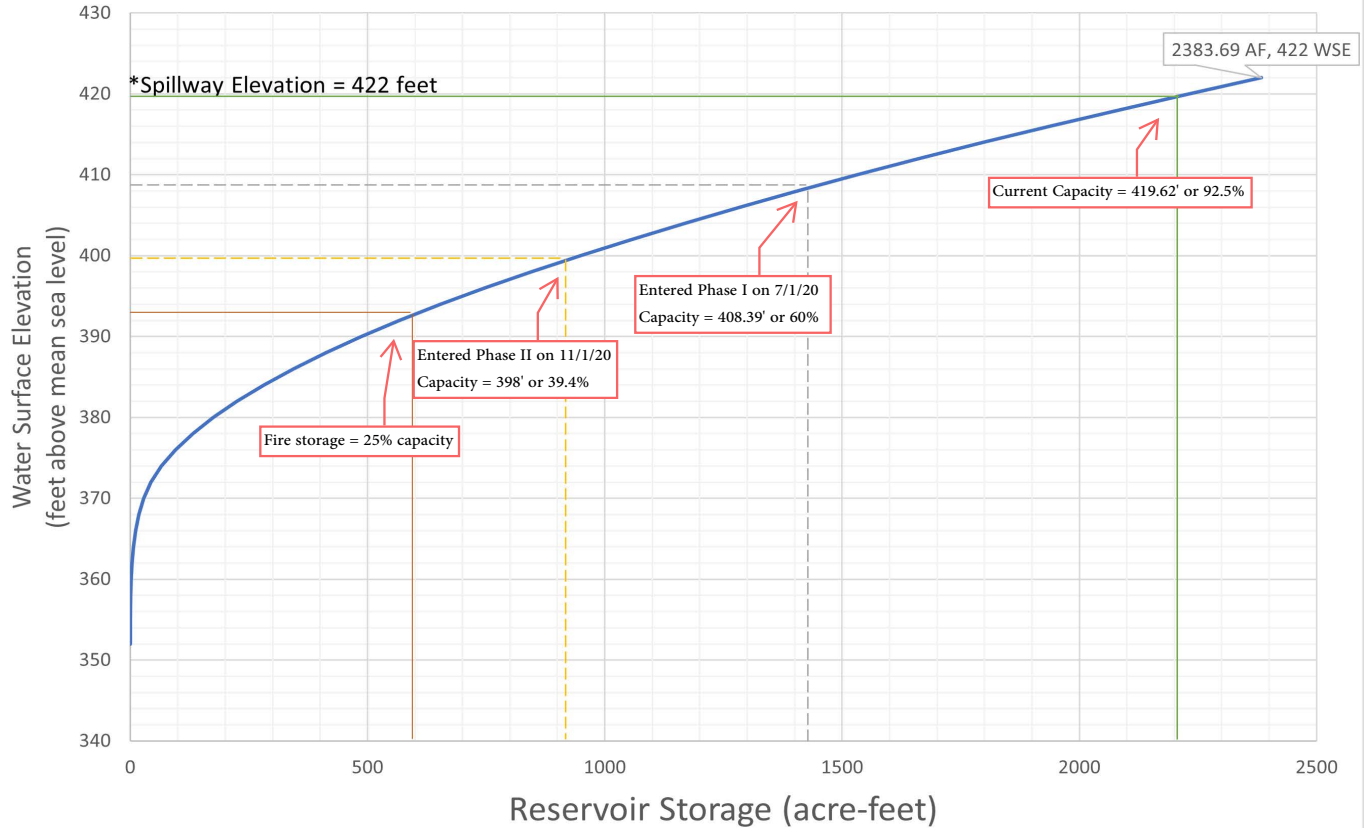
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

Assumes: (1) Highest usage during non-drought year (FY2019/20)
 (2) 10" of Rainfall (Lowest Recorded)



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Adopt a Resolution to authorize the City Manager to enter into a professional services agreement with Precision Wireless Service in an amount not to exceed \$14,007 for the procurement and installation of a replacement radio repeater to restore critical emergency communications infrastructure lost in the Glass Fire.
RECOMMENDED ACTION:	Staff recommends that the City Council adopt a Resolution to authorize the City Manager to enter into a professional services agreement with Precision Wireless Service in an amount not to exceed \$14,007 for the procurement and installation of a replacement radio repeater.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorization for the procurement and installation of a replacement radio repeater to restore critical emergency communications infrastructure lost in the Glass Fire.
FINANCIAL IMPACT:	Total cost is not to exceed \$14,007 and is available in the FY 26 Building Maintenance Contract Services budget.

BACKGROUND:

The City of St. Helena previously maintained a citywide radio communications system that included a high-powered repeater located in the east hills above the City thus providing the maximum coverage over the valley floor and its surroundings. This repeater was a critical component of our emergency response system, enabling uninterrupted communication between City Hall, Public Works field teams, and the City's water and wastewater treatment facilities—even when cell phone service is unavailable.

This equipment was destroyed during the 2020 Glass Fire, and since then, staff have been unable to fully restore this capability. During natural disasters or large-scale power outages, cellular networks can become overloaded or fail entirely. The ability to communicate reliably with essential infrastructure operators—particularly at our remote water and wastewater treatment sites—is paramount to maintaining public safety and continuity of operations.

DISCUSSION:

The proposed replacement system includes a VHF repeater, antenna, amplifier, battery backup system, and related installation components as specified in the quote from Precision Wireless Service, dated May 11, 2025 (Quote No. 7212). The new system will reestablish wide-area radio coverage and direct connectivity to key utility infrastructure.

The total cost of the professional services agreement is \$14,007, which includes equipment, installation, tax, and shipping. Funding is proposed to come from the Public Works Building Maintenance Professional Services budget and is considered a necessary and eligible expense under the City's resilience and emergency management framework.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

[Resolution Precision Wirless Repeater v1](#)
[PSA Precision Wireless Repeater](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PRECISION WIRELESS SERVICE FOR THE PROCUREMENT AND INSTALLATION OF A REPLACEMENT RADIO REPEATER FOR AN AMOUNT NOT TO EXCEED \$14,007

RECITALS

- A. WHEREAS, the City of St. Helena previously maintained a citywide radio communications system that included a high-powered repeater critical for emergency communications; and
- B. WHEREAS, the repeater was destroyed during the 2020 Glass Fire and its replacement is necessary to restore uninterrupted communication between City Hall, Public Works field teams, and the City's water and wastewater treatment facilities, particularly during emergencies when cellular networks may fail; and
- C. WHEREAS, Precision Wireless Service has provided a proposal to supply and install a replacement VHF repeater, antenna, amplifier, battery backup system, and related components to reestablish citywide radio coverage; and
- D. WHEREAS, the total cost of the professional services agreement for the procurement and installation of the replacement radio repeater is \$14,007, with funds available in the Fiscal Year 2025-2026 Public Works Building Maintenance budget.

RESOLUTION

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

- 1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Precision Wireless Service for an amount not to exceed \$14,007 for the procurement and installation of a replacement radio repeater to restore critical emergency communications infrastructure.
- 2. The City Manager is further authorized to take any and all actions necessary to carry out the intent of this Resolution.
- 3. Funding is as follows:

Description	Fund	GL Account	Amount
FY 25-26	General Fund Building Maintenance Contract Services	101-50-06-21-45	14,007

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Communications Repeater Equipment Purchase and Installation**

This Agreement is made and entered into as of June 10, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Precision Wireless Services with its principal place of business at 930 Shilo Rd, Bldg 40, Windsor, CA 95492 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Communications Repeater Equipment Purchase and Installation for the City of St. Helena (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Scope of Services set forth in Exhibit "A." under Project Pricing Tasks.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$14,006.56**. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this

Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **July 22, 2025** to **March 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The project schedule is outlined in Exhibit A, and more detailed project schedule will be agreed upon during the initial project kick off and agreed to by the City and the Consultant. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 life-saving 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.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Wendy Surh as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue
St. Helena CA 94753
Attn: Lesley Milton, Assistant to the City

CONSULTANT:

Precision Wireless Services
930 Shilo Rd, Bldg 40
Windsor, CA 95492

Manager

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND SUHR CONSULTING GROUP**

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

CITY OF ST. HELENA

Precision Wireless Services

By: _____
Anil Comelo
City Manager

By: _____
Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services & Schedule of Charges/Payments

Contractor will provide the below equipment and services with payment provisions as listed above.

ITEM	DESCRIPTION	QTY	COST	TOTAL
NXR-1700E	Repeater, Analog, VHF, 136-174MHz, 1-50W	1	2,466.00	2,466.00T
Misc Parts	Power Amplifier 100 watt output	1	1,333.00	1,333.00T
SEC1230A	Battery Charger, 30 amp for battery back up systems	1	352.00	352.00T
DCM0100	Battery, Deep Cycle, Gell Filled, 100 amp hour	2	395.00	790.00T
64536/ENC	Duplexer 144 - 174 MHz 6 Cavity VHF Base Station Duplexer	1	1,729.00	1,729.00T
JUMPER	Coaxial jumpers from repeater to duplexer	1	95.00	95.00T
ANT150D3	VHF Base Station Antenna, 3-6db Dipole Heavy Duty	1	1,664.00	1,664.00T
LDF4-50A	1/2" foam heliax, Andrew, Antenna Coax with connectors	75	4.25	318.75T
IHK-3	Installation Hardware Kit, Larger Projects	1	450.00	450.00T
Tech Service - Daily Rate	Clamp sets, mounting hardware, hook up wire, antenna grounding kits, etc Technical Labor - Daily Rate Design, procure, set up equipment at PWS Shop. Program repeater, tune duplexer, assemble antenna. Make ready for installation	1	1,200.00	1,200.00
Tech Service - Daily Rate	On Site Technical Labor - Daily Rate. Install new equipment. Mount new antenna, run new coax into building, install radio at designated location per City Personnel	2	1,200.00	2,400.00
Shipping	Shipping		450.00	450.00
	Sales Tax		8.25%	758.81
TOTAL				\$14,006.56



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	July 22, 2025
FROM:	Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Adoption of a Resolution Accepting the Work and Directing the Filing of the Notice of Completion for C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation.
RECOMMENDED ACTION:	Staff Recommends Approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	The following are for CIP Project C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation: - On June 25, 2024, City Council approved the plans and authorized the advertisement for bids. - On November 12, 2024, City Council approved the awarding of contract to Marina Landscape Inc.
STATEMENT OF THE PURPOSE:	Direct the filing of the Notice of Completion for the C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation.
FINANCIAL IMPACT:	See summary in Discussion Section.

BACKGROUND:

The sports field at Meily Park was originally developed in 2003. The turf surface, subsurface soil section, and irrigation system had reached the end of their serviceable life. A Capitol Improvement Project was created in 2022 to address the sports field needs which included the installation of a new irrigation system, surface grading and the installation of a new turf surface. The project had experienced delays in delivery due to certain design complications, delayed engineering services, and staff transitions. Staff redeveloped the project, prepared contract documents, specifications and solicited bids to complete the work.

This project aimed to enhance the park's infrastructure by addressing long-standing drainage issues and improving the quality of the playing surface. It included conducting a site survey to assess drainage conditions, followed by the installation of a new turf and upgraded irrigation systems to ensure sustainable water management and long-term usability.

A notice inviting bids was posted to the City of St. Helena's website and posted at area construction plan rooms and exchanges on August 1, 2024, for the Meily Park Turf and Irrigation Upgrade Project. On August 22, 2024, no bids were received.

A notice inviting bids was reposted to the City of St. Helena's website and posted at area construction plan rooms and exchanges on September 5, 2024, for the Meily Park Turf and Irrigation Upgrade Project. On September 26, 2024, two bids were received.

DISCUSSION:

The project occurred in Spring of 2025, during which the existing turf surface was removed, the soil was amended and graded, a new irrigation system and new sod were installed. As part of the contract, the contractor performed a three month maintenance period for the new facility. In conjunction with the turf rehab project, Public Works Operations team performed a variety of maintenance tasks including fence repairs, landscaping, upgrades to the restrooms and significant repairs to pathways. Two change orders were issued to the contractor for additional landscaping requests not originally included in the project scope.

Public Works staff will be taking over maintenance and operation of the new field. Staff will continue to fine tune the turf irrigation operations for optimal performance.

Expenditure Summary - C22-03 New Turf and Irrigation Upgrade Project

Expenditures	Award	Actual
Original Contract Items	\$224,000	\$224,000
Contingency	\$22,400	
Scope Reduction		(\$42,931)
Change Orders		\$8,288
Total	\$246,400	\$198,923

Marina Landscape's final construction contract amount is \$198,923 including the release of the retention. Upon approval of the resolution accepting the completion of the project, staff will file the appropriate notifications with the County and closeout the project.

ENVIRONMENTAL REVIEW: None.

GOAL:

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:

[C22-03 NOC Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION ACCEPTING THE WORK AND DIRECTING THE
FILING OF THE NOTICE OF COMPLETION FOR THE C22-03
JACOB MEILY DRAINAGE SITE SURVEY AND INSTALLATION OF
NEW TURF AND IRRIGATION PROJECT.**

RECITALS

- A. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 public Works Projects; Section 3.04.220 on August 1, 2024 a notice inviting bids was posted; and
- B. On September 26, 2024 two (2) bids were received and opened in accordance with applicable law; and
- C. The lowest responsive and responsible bidder for the Project was Marina Landscape Co. of Lathrop in the amount of \$224,000; and
- D. On November 12, 2024 City Council awarded the C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation Project to Marina Landscape Co. in the amount of \$224,000, authorized the City Manager to execute a construction contract in the amount of \$224,000 with Marina Landscape Co. for C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation Project, and authorized the Director of Public Works to approve change orders not-to-exceed 10% of the contract amount; and
- E. The final construction contract amount is \$198,923; and
- F. The project has been inspected and Marina Landscape Co. has completed the work in accordance with the contract documents for the project; and
- G. 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 Marina Landscape Co.

RESOLUTION

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

1. The contract entitled C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation Project, with the final project construction costs of \$198,923 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; and

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	July 22, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Consideration and Approval of a License Agreement with BodeEV for the Design, Construction, Operation, and Maintenance of Public Electric Vehicle Charging Stations at Four City-Owned Locations Project funded by grants and BodeEV Inc.
RECOMMENDED ACTION:	1. Approve a License Agreement with BodeEV Inc. for the design, construction, and ongoing maintenance and management of public EV charging stations at four City-owned sites. 2. Authorize the City Manager to take all other necessary actions to implement the project and meet grant deadlines.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	Recommend awarding a contract to BodeEV Inc. for the design, installation, and long-term operation and maintenance of Level 2 Electric Vehicle (EV) charging stations at four publicly owned locations in St. Helena. This effort supports the City's environmental goals, increases EV charging access for residents and visitors, and leverages outside grant funding without requiring General Fund expenditures.
FINANCIAL IMPACT:	There is no impact to the City's General Fund. The selected vendor is responsible for all design, permitting, construction, and maintenance costs, with partial reimbursement through secured grant funding and incentive funding. Any remaining costs will be covered by the vendor and recovered through user fees. The City will receive a negotiated portion of revenues generated from the EV chargers through a licensing agreement.

BACKGROUND:

The City of St. Helena currently operates six (6) Level 2 EV chargers at City Hall using Tesla hardware. These chargers are heavily utilized, often fully occupied by city vehicles, employees, and members of the public. In response to growing demand for EV charging infrastructure and to support the City's climate action goals, staff released a Request for Proposals (RFP) on June 10, 2025, for professional services to expand public EV charging stations across four key locations:

- **St. Helena City Hall** (1088 College Avenue)
- **St. Helena Corporation Yard** (1405 Charter Oak Avenue)
- **Crane Park** (360 Crane Avenue)
- **St. Helena Public Library** (1492 Library Lane)

The proposed work includes the design, permitting, construction, and ongoing operation and maintenance of new EV charging stations, with requirements for ADA accessibility, code compliance, and readiness for future expansion. The RFP emphasized that no City General Fund dollars are available and that the proposer must secure and apply available grant funding, including:

- **Communities in Charge**
- **Transportation Fund for Clean Air (TFCA)**
- **MCE EV charger incentives**

Each site has existing feasibility assessments and conceptual plans completed by CLEAResult in partnership with MCE. These were provided as part of the RFP package to streamline implementation and ensure alignment with grant criteria.

The City received four proposals by the July 3, 2025 deadline. Staff convened an internal review committee, which scored submissions based on qualifications, experience, project approach, ability to manage grants and cost recovery through licensing/revenue share, and proposed timeline. BodeEV Inc. was determined to be the most qualified and responsive proposer.

KEY PROJECT ELEMENTS

- Installation of up to 26 Level 2 chargers across four locations
- ADA-compliant design and infrastructure improvements
- Conduit and power capacity for future expansion
- Licensing agreement for a 10-year term with revenue sharing to the City
- Ongoing maintenance, technology upgrades, and customer service provided by the vendor at no cost to the City
- All chargers must be operational and final payment request submitted to CALSTART by December 20, 2025, to comply with Communities in Charge grant requirements

DISCUSSION:

In June 2025, the City of St. Helena issued a Request for Proposals (RFP) for the design, installation, operation, and maintenance of public Level 2 electric vehicle (EV) charging infrastructure at four City-owned sites: City Hall, St. Helena Public Library parking lot, Crane Park, and the City Corporation Yard. The intent of the RFP was to expand access to reliable, accessible EV charging infrastructure in support of the City's clean mobility and sustainability goals—without incurring upfront capital expenditures or burdening the General Fund.

The RFP specified several key requirements and evaluation criteria, including:

- Turnkey delivery model including design, permitting, installation, and operations and maintenance (O&M) for a minimum of 10 years
- Compliance with ADA, NEC, CEC, Title 24, and CEQA/NEPA as applicable
- Use of hardware and software eligible for Communities in Charge, TFCA, and/or MCE grant programs
- Utility coordination with PG&E for new or expanded electric service
- Flexibility to accommodate both public and City fleet charging
- Ability to deliver the project by December 20, 2025, to remain eligible for grant reimbursement
- Revenue-sharing or licensing business models to offset operational costs
- Demonstrated experience with similar public-sector EV charging projects
- Service-level standards including minimum 99% charger uptime and responsive maintenance

Following a competitive evaluation process, City staff recommends awarding the project to **BodeEV Inc.**, an EVITP-certified contractor that submitted a comprehensive and highly responsive proposal.

BodeEV's design-build-operate model, supported by technology partners **Autel Energy** (hardware) and **AmpUp** (charge management software), offers a financially sustainable, grant-compliant solution tailored to the City's specific needs.

Key elements of BodeEV's proposal include:

- **No-cost infrastructure deployment:** BodeEV will fully fund the estimated \$206,300 net project cost not covered by grant incentives, removing the need for any capital investment by the City.
- **Confirmed grant alignment:** The proposed Autel and AmpUp systems are pre-approved under Communities in Charge and other funding programs.
- **10-year O&M coverage:** BodeEV will maintain and operate the chargers for a full decade under an SLA that guarantees 99% uptime, 2-hour remote diagnostics, and 24-hour onsite response.
- **Flexible revenue-sharing model:** Charging fees of \$0.25–\$0.35/kWh will be shared 50/50 between BodeEV and the City, generating recurring revenue for municipal use. A license-fee model is also available as an alternative.
- **Site-specific coordination:** BodeEV has accounted for the City Hall site's lease status with Napa Valley College and the need to balance public access with fleet needs at the Corp Yard.
- **Robust project timeline:** BodeEV will begin site walks and design by July 28, 2025, with full deployment completed by October 31, 2025—well ahead of the grant reimbursement deadline, providing additional time for any unexpected delays.
- **Future-ready design:** Conduit stubbing and scalable infrastructure will accommodate future expansion without the need for significant reinvestment.

In addition to technical and financial qualifications, BodeEV's proposal demonstrated a strong cultural and operational alignment with the City's values—emphasizing public service, accountability, and aesthetics suitable for a small-town setting. Their customer-first approach includes optional community engagement tools, City-branded CMS integration, and prioritized charger access for City fleet vehicles at the Corp Yard.

References from other municipalities—including the City of Carlsbad—attest to BodeEV's dependability, transparency, and high-performance delivery in similar projects. Staff is confident in BodeEV's ability to meet and exceed project goals while minimizing risks to the City.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[RFP - EV Chargers at City Lots Final - June 10, 2025](#)
[BodeEV St Helena Public Electric Vehicle Charging Stations RFP July 3 2025](#)
[Resolution - BodeEV Charging - July 2025 \(002\)-c1](#)
[EV Station Agreement-c1](#)



REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES PUBLIC ELECTRIC VEHICLE CHARGING STATIONS

DATE ISSUED: Tuesday, June 10, 2025

DATE DUE: Thursday, July 3, 2025, 5PM

CONTACT: Andrew Bradley, Program Manager

abradley@cityofstheleena.gov

The City is only accepting proposals electronically via email to abradley@cityofstheleena.gov

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EXHIBITS

Exhibit A: Addendum/Attachment List

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876, and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center and over the years, has experienced growth and development of the wine industry. The City receives many visitors due to the wine industry and the area's scenic qualities and history. The City's goal is to maintain a small-town atmosphere and to provide high quality services to its residents.

The official population of the City of St. Helena as of 2021 is 6,070 (CA Department of Finance). St. Helena is a full-service city employing 93.7 full-time equivalent employees and encompasses an area of four-square miles. The City's FY 2024-25 General Fund Budget is approximately \$22 million.

II. GENERAL INFORMATION

OBJECTIVE

The City currently owns and operates public EV charging stations at St. Helena's City Hall (1088 College Avenue, St. Helena, CA). These stations provide six (6), Level-2 charging stations and take advantage of Tesla hardware (the City does not currently monetize these chargers). In most cases these charging stations are fully occupied by City vehicles, staff, and the community indicating the need for more public charging stations throughout St. Helena.

This project will expand the City's availability of public charging stations at parks and public parking lots with the intent of incentivizing the switch to EVs and/or making it easier for residents and visitors to find a publicly available EV charger for their existing EV.

A single firm/proposer may provide an RFP for all services or a team of independent firms/proposers may submit proposals for a specific area of expertise (e.g. design, construction, management).

III. SCOPE OF WORK

Project Expertise:

The City is seeking proposals from qualified design proposers to provide EV charging station design, construction, and ongoing maintenance/management services for up to four (4) locations allowing for publicly accessible Level 2 EV charging. Each station must meet the American Disability Act (ADA) requirements, all applicable California building code requirements, and all applicable City design and construction requirements. All work and equipment should also meet requirements for approved grant funding from Communities in Charge, Transportation Fund for Clean Air (TFCA) funding through the Napa Valley Transportation Authority (NVTa), and/or MCE's incentives for EV Charger installation.

The final product should include design and construction documents including installation layout, electrical plans, signage, and pavement markings. It should also include information on how the EV Chargers will be operated, maintained/upgraded, and

managed for a minimum of ten (10) years after installation. As each station may require a new or upgraded electric service from PG&E, the proposers must incorporate the necessary utility substructure work into the final design and construction documents. CLEAResult has done site assessments and basic plans for each site. Those documents are available and within an addendum.

The proposer must demonstrate through knowledge and experience in the design and preparation of specifications for electric vehicle charging stations installation. Demonstrated experience would include recent projects for the design of public EV charging stations, ability to provide field inspection and construction services throughout the construction phases, and EV charger management services.

Electric vehicle charging stations design shall meet, at a minimum, the following specifications, and requirements:

Design and Construction Compliance Standards

- Compliance with current requirements of the Americans with Disabilities Act (ADA) as it relates to electric vehicle (EV) charging stations.
- Compliance with applicable National Electrical Code (NEC) and California Electrical Code (CEC).
- City of St. Helena Public Works Standard Details and Specifications.
- City of St. Helena Planning Department's Citywide Design Guidelines.
- Current version of the California Building Standards Code (CCR Title 24)

Standard Components for Each Location

- Required earth work, grading, and site improvements necessary to facilitate ADA requirements and the charging supply equipment.
- EV charging units shall use a common EV Charger Network (Charge Point, Autel, etc.). The City does not have a strong preference for a particular network and will work with the chosen proposer on an agreed upon network that meets the City's goals and meets requirements from grant funding available. Typical installation will provide one (1) or two (2) single-port charging stations for the ADA accessible spots and additional dual port stations.
- Substructure work (conduits, boxes, etc.) shall provide additional conduits for future expansion if not all chargers are installed at once based on current site plans for each location.
- Signage and stripping plans compliant with the current version of the California Building Code, City of St. Helena Code, and ADA requirements.
- Any necessary related improvements such as ADA connectivity, curbs, and gutters, reworking of existing irrigation systems, and/or replacement landscaping.
- If there is a conflict between the stated requirement and applicable standards, the more stringent requirements, providing the greatest value to the City will prevail.

Charging Station Locations

Below is of list of locations the City would like complete design, construction, and management for the public EV charging stations. For each location the initial buildout of charging stations (both type and number) is provided. For each location the design should allow for the expansion based on service capacity and substructures when possible.

Location	Number of Chargers, Parking Stalls, Funding Source(s)
St. Helena City Hall 1088 College Avenue St. Helena, CA 94574	Ten (10) Level 2 EV Chargers: - Three (3) Dual Ports, six (6) parking stalls - Four (4) Single Ports, four (4) parking stalls Funding Sources: - TCFA, MCE
St. Helena Corp Yard 1405 Charter Oak St. Helena, CA 94574	Four (4) Level 2 EV Chargers - Two (2) Dual Ports, four (4) parking stalls - ADA NOT REQUIRED AT THIS LOCATION Funding Sources: - Communities in Charge, MCE
Crane Park 360 Crane Avenue St. Helena, CA 94574	Eight (8) Level 2 EV Chargers - Three (3) Dual Ports, six (6) parking stalls - Two (2) Single Ports, two (2) parking stalls Funding Sources: - Communities in Charge, MCE
St. Helena Public Library 1492 Library Lane St. Helena, CA 94574	Four (4) Level 2 EV Chargers - One (1) Dual Ports, 2 (2) parking stalls - Two (2) Single Ports, two (2) parking stalls Funding Sources: - Communities in Charge, MCE

These locations have site plans created by MCE/CLEAResult that may need to be reviewed by the selected proposer and are subject to all applicable approvals and permits, and may be modified with consent of the City of St. Helena. The proposer shall be responsible for performing a due diligence and investigation of the locations and must also determine the suitability or non-suitability of each site.

Note: The City is only providing funds from applicable grants and rebates. It cannot provide any funds from its General Fund. Any additional costs for installation and/or ongoing maintenance and management would be the responsibility of the proposer and could be recouped through EV charger use revenues and the revenue share licensing agreement with the City of St. Helena. A portion of parking spots served by EV chargers at St. Helena Public Library and Crane Park may be available to all vehicles until demand builds for more optimal utilization. EV chargers at the St. Helena Corp Yard are expected to be available at no cost to City vehicles and/or staff (City would pay electricity bill). For use of Communities in Charge grant funds: Project Site and provide their final Payment Request Form to the CALSTART Project Team no later than December 20, 2025.

IV. DELIVERABLES

The proposer shall provide the following deliverables:

- **Engineering and Design**
 - The proposer will provide engineering and design plans for each site determined feasible for construction and collaborate with City of St. Helena and PG&E to ensure conditions can be met.

- **Permitting and Environmental Review**
 - The proposer will complete all necessary approvals and permits and environmental review including CEQA (if needed) and NEPA clearance required to install EV chargers at the identified sites.
- **Licensing Agreement**
 - The proposer will enter into a licensing agreement with the City to install, operate and maintain Level 2 and DCFC at identified City-owned locations for an initial period of ten (10) years with a revenue share and/or space rental model between provider and City.
- **Install EV Chargers**
 - The proposer will perform all necessary work to install EV chargers identified in licensing agreement, including any necessary infrastructure upgrades and obtain any additional grant funding, with City support as necessary, to offset costs of installation and operation.
- **Maintain and Operate EV Charging Network**
 - The proposer will maintain and operate the EV charging network in its entirety after installation for the following ten (10) years. The proposer will be solely responsible for: repairs to the charging infrastructure due to natural wear-and-tear, EV charger technology upgrades and/or changes, driver negligence, vandalism, graffiti, an act of God, or any other occurrence, maintaining the online system that receives payments and allows for operation of the EV chargers, ensuring the charging network is working properly and at all times, and responding swiftly and reasonably to any outages or disruptions to an EV charger.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
THURSDAY, JULY 3, 2025 AT 5:00 PM
 Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	June 10, 2025	2:00 PM
Proposal due date	July 3, 2025	5:00 PM
Review and scoring of submittals & conduct interviews	Week of July 7	
Award of Agreement	July 22, 2025	6:00 PM
Project Begins	July 28, 2025	
Project Concludes	Before December 20	

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS

If interested in this RFP, please notify Andrew Bradley by email at abradley@cityofstheleena.gov so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information and could result in disqualification.

Interested firms should submit a proposal that includes:

- Firm background and relevant experience.
- Detailed project timeline and deliverables.
- Team composition and qualifications.
- References from past clients with similar projects.

All submittals must be received by 5:00 PM on July 3, 2025, via e-mail as follows:

1. Submittals must be e-mailed to: abradley@cityofstheleena.gov
2. Subject line of e-mail must read: **RFP – Public Electric Vehicle Charging Stations**
3. The submittals shall be in PDF format with search capability to ensure readability and compatibility. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the proposer to ensure timely delivery. Late proposals will not be considered.

VII. EVALUATION PROCESS

The proposals will be reviewed by a committee selected by the City Manager and may include members of the City Council. Proposers may be required to make oral presentation as a supplement to their proposals. The virtual presentation would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine the qualifications of the firm.

Evaluation considerations may include, by way of illustration and not by limitation, the following:

- a. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- b. Consultant's experience in conducting similar work.
- c. Proposers plan to utilize funding sources and revenue share with City.
- d. References and past performance.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the Program Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Andrew Bradley at abradley@cityofstheleena.gov. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by June 26, 2025, by 5:00PM.

Responses to questions will be posted on the City's website, cityofstheleena.gov/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

IX. Exhibit A – Addendum/Attachment List

1. See included attachments
 - a. City Hall - 1088 College Ave - Charging Evaluation Report
 - b. City Hall - 1088 College Ave - Cost Estimates
 - c. City Hall - 1088 College Ave - Project Information Form - FYE 2025 - St. Helena
 - d. City Hall - 1088 College Ave - St. Helena EV Infrastructure FYE 2026
 - e. City Hall - 1088 College Ave - TFCA Napa County Guide to TFCA FYE 2025
 - f. Corp Yard - 1405 Charter Oak Ave - Charging Evaluation Report
 - g. Corp Yard - 1405 Charter Oak Ave - Cost Estimates
 - h. Corp Yard - 1405 Charter Oak Ave - Communities in Charge Incentive Recipient Agreement Wave 3 - Signed 2
 - i. Crane Park - 360 Crane Ave - Charging Evaluation Report
 - j. Crane Park - 360 Crane Ave - Cost Estimates
 - k. Crane Park - 360 Crane Ave - Communities in Charge Incentive Recipient Agreement Wave 3 - Signed 3
 - l. Library - 1492 Library Lane - Charging Evaluation Report
 - m. Library - 1492 Library Lane - Cost Estimate
 - n. Library - 1492 Library Lane - Communities in Charge Incentive Recipient Agreement Wave 3



Public Electric Vehicle Charging Stations RFP For City of St. Helena



Prime Contractor: bodeEV Install & Services Inc.

Partners: Autel Energy and AmpUp

Address: 2375 East Camelback Road, Suite 600 Phoenix, Arizona 85016

Phone: 949-521-3386

Website: www.bodeEV.com

Primary Contact: Sam Ta

Email: sam@bodeev.com, Phone: 425-229-8083



Cover Letter

City of St. Helena
 Attn: Andrew Bradley
 abradley@cityofsthelena.gov

Subject: Proposal Submission – Public Electric Vehicle Charging Stations

Dear Mr. Bradley,

As St. Helena continues advancing its clean mobility and sustainability goals, we're excited to support your expansion of public EV charging—bringing reliable, accessible infrastructure to parks and public parking areas. At BodeEV, we don't just install chargers—we make EV charging *work* for cities, for people, and for the future.

We are pleased to submit our turnkey proposal for the City's Public EV Charging Stations project. With a fully integrated design-build-operate approach, our in-house EVITP-certified team, and trusted technology partners in **Autel Energy (hardware)** and **AmpUp (CMS)**, we bring a solution that's fast, cost-efficient, and built to last. Both partners are fully compliant and aligned with your objectives.

Our motto—**EV Charging that just works**—reflects our commitment to operational reliability, ease of use, and responsive service. That's especially critical for a small-town community like St. Helena, where public amenities must consistently serve residents and visitors alike.

Rooted in our founding values—**B**ecome the solution, **O**ptimized partnerships, **D**ependability without fail, and **E**nergy to lead—we show up, we get it done, and we stand behind every charger we install.

We appreciate the opportunity to contribute to your electrification efforts and build long-term value for your community. Our full proposal is enclosed, and we welcome any follow-up questions.

Warm regards,

Brendan O'Donnell

Brendan O'Donnell
 President, Community Development
 BodeEV Inc.
 brendan@bodeev.com | 949-521-3386
<https://bodeev.com>

your partner in EV installs
 & charging solutions

www.bodeev.com

2375 East Camelback Road, Suite 600
 Phoenix, Arizona 85016



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I. Firm Background and Relevant Experience

BodeEV Inc. is a California-based C-10 licensed electrical contractor specializing in turnkey EV charging infrastructure for public agencies, municipalities, school districts, and transportation authorities. Our EVITP-certified workforce and project management team bring over two decades of combined field experience across all stages of the EVSE lifecycle—planning, design, installation, commissioning, operations, and maintenance.

At BodeEV, our value proposition is clear: *EV charging that just works*. We respond quickly, install efficiently, and maintain relentlessly. With a mission rooted in accountability and long-term performance, we design and deliver public charging systems that are accessible, grant-compliant, and built to serve communities reliably for years.

Our technology partners further strengthen our offering:

- **Autel Energy** is a globally recognized EVSE manufacturer whose Level 2 public chargers are ADA-compliant, durable, and designed for future-proof expansion. Their units are approved for Communities in Charge, TFCA, and MCE-funded projects.
- **AmpUp** is a California-based Charge Management Software (CMS) provider with a track record of working with local governments. Their cloud-based platform supports remote diagnostics, smart load management, dynamic pricing, driver support, and revenue sharing—while also producing audit-ready reports for grant compliance.



Together, we have delivered multiple publicly funded EV projects across California that met the most stringent requirements of the **ADA, CEC/NEC**, and various citywide planning standards. We are confident our team has the experience, tools, and commitment to meet the expectations outlined in this RFP, including seamless integration with PG&E, future site expansion, and full lifecycle support for 10+ years.



II. Detailed Project Timeline and Deliverables

At BodeEV, we understand that this initiative is about more than infrastructure—it's about helping St. Helena expand access to reliable, inclusive, and grant-aligned EV charging that supports both residents and visitors, while protecting the City's small-town character and fiscal responsibility.

BodeEV Inc. is a California-based C-10 licensed electrical contractor and EV infrastructure firm specializing in turnkey, design-build-operate services. Our EVITP-certified team brings over two decades of hands-on experience delivering public EV charging projects for municipalities, transportation agencies, and school districts across the state. Our work is defined by three core values: **responsiveness, reliability, and results.**

We've partnered with two best-in-class technology providers to meet and exceed the City's requirements:

- **Autel Energy** offers rugged, ADA-compliant Level 2 hardware with dual- and single-port options, energy management capabilities, and a future-ready design—approved under Communities in Charge, TFCA, and MCE programs.
- **AmpUp**, a California-based CMS provider, enables 24/7 remote monitoring, configurable access control, usage analytics, and revenue-sharing features—all within a secure and scalable software platform. Their systems ensure grant compliance, uptime transparency, and intuitive user experiences.



Together, our team delivers what matters most: a complete, proven, and customer-centered EV charging solution—from permitting and trenching to software onboarding and 10-year maintenance support.

Execution Plan and Project Timeline

We've structured our approach to meet your goal of launching by July 28, 2025, and completing all installations by December 20, 2025, in time for Communities in Charge reimbursement. Our phased, milestone-based plan ensures full alignment with City



expectations, utility timelines, and grant requirements—while minimizing disruption to City operations and the public.

Our timeline is informed by prior projects with similar constraints and grant program expectations. Key stages are mapped below, with emphasis on deliverables, dependencies, and impact.

Phase	Key Activities	Dates	Deliverables / Benefits
1. Kickoff & Site Verification	City kickoff, site walks, CLEAResult coordination	Week of July 28, 2025	Verified site conditions, updated design assumptions, stakeholder alignment
2. Design & Engineering	Autel layout, load calcs, ADA slope checks, trenching paths	Aug 1–16	PE-stamped site plans for 4 locations, ready for permitting submission
3. Permitting & Utility Coordination	CEQA, PG&E load letters, City approvals	Aug 5 – Sept 6	Permit submittals, PG&E applications, CEQA exemption letters if needed
4. Procurement & Staging	Charger order, switchgear, materials kitted	Aug 15 – Sept 10	Equipment delivery scheduled to site; staging for just-in-time construction
5. Construction & Installation	Trenching, conduit, bollards, signage, charger set	Sept 9 – Oct 15	ADA-compliant install, safe pathways, stubbed conduit for expansion
6. CMS & Network Integration	AmpUp activation, API testing, branding	Oct 16 – Oct 24	CMS live with City-branded interface, pricing control, real-time analytics
7. Staff Training & System Handover	City walkthrough, SLA onboarding, doc handoff	Oct 25 – Oct 31	O&M manual, escalation flowchart, keyholder access, service line ready



8. Operations & Long-Term Support	Warranty management, remote diagnostics, field service	Nov 2025 – Nov 2035	99% uptime SLA; monthly reports; no-cost replacements under warranty
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This timeline positions the City to receive Communities in Charge reimbursement well in advance of year-end closure while giving City staff and stakeholders ample time to be onboarded and trained.

Key Deliverables

- Final stamped engineering and layout plans for each site
- ADA-compliant charging infrastructure across public locations
- Permit approvals and utility coordination with PG&E
- Fully deployed Autel L2 hardware with grant eligibility
- AmpUp CMS live with remote diagnostics and data reporting
- Customized City-branded interface and public signage
- O&M playbook, escalation protocols, and 10-year SLA with 99% uptime target

Insurance and Risk Management

BodeEV understands the City's expectations for accountability and safeguarding public assets. We will maintain insurance coverage consistent with the City of St. Helena's Professional Services Agreement (Exhibit B), including general liability, auto liability, and workers' compensation. This insurance will address potential liabilities arising from driver negligence, vandalism, or accidental damage to the EV charging equipment during the agreement term. By aligning with City requirements, we ensure both parties remain protected without imposing undue financial risk on either the City or BodeEV.

Corp Yard Access and Availability

At the Corp Yard location, BodeEV will configure the AmpUp CMS platform to register City fleet vehicles for prioritized charging, while enabling time-based access controls. This feature allows the City to restrict public charging during business hours or other designated periods, ensuring chargers remain reliably available for City operations. Outside these times, chargers can be opened to public use at market rates, optimizing utilization while maintaining priority access for City needs.



City Hall Site Coordination

We recognize the City Hall site at 1088 College Avenue is situated on land leased from Napa Valley College. BodeEV will work collaboratively with both the City and Napa Valley College representatives to secure necessary permissions and approvals, ensuring all installation and operational activities are coordinated, transparent, and fully compliant with property requirements.

Community Engagement

Although the City has not set formal outreach goals for this project, BodeEV welcomes opportunities to support public awareness. At the City's request, we can provide materials such as charger guides, FAQs, or participate in community events to help residents and visitors understand and benefit from the new EV charging network. This optional support is offered to complement the City's communications and encourage broad community adoption of EV infrastructure.



Why It Works for St. Helena

This project isn't just about delivering chargers—it's about delivering trust. With a commitment to quality, uptime, and community responsiveness, we offer a solution that supports St. Helena's identity as a service-first, small-town city committed to sustainability and fiscal stewardship. Every step of our proposal—from design to operations—is geared toward protecting your time, your community experience, and your infrastructure investment.



III. Revenue Share & Grant Recovery Plan

The City of St. Helena seeks to expand public EV charging access while preserving General Fund resources. BodeEV proposes a hybrid public-private partnership that leverages upfront grant funding and a structured long-term revenue-sharing model. This approach ensures financial viability, public benefit, and sustainable operations—without requiring any City capital expenditure.

Grant Recovery and Cost Coverage Strategy

The four proposed sites—1088 College Ave, Library Lane, Corp Yard, and Crane Park—have been analyzed using a conservative Level 2-only deployment plan. Our cost estimates assume a competitive bidding environment with at least three contractor bids and pre-bid site walks. The estimated total project cost and updated confirmed incentive funding are summarized below:

Summary of Estimated Project Costs – City of St. Helena EV Charging Sites

Location	Total Project Cost	Incentives	Net Cost (Vendor-Funded)	Cost/Port
1088 College Ave	\$145,300	\$75,000	\$70,300	\$7,030
Library Lane	\$66,600	\$14,000	\$52,600	\$13,150
Corp Yard	\$60,300	\$26,000	\$34,300	\$8,575
Crane Park	\$101,100	\$52,000	\$49,100	\$6,138
TOTAL	\$373,300	\$167,000	\$206,300	—

BodeEV proposes to front the **\$206,300 net cost** not covered by incentives, assuming full responsibility for design, equipment procurement, installation, and comprehensive operations and maintenance over a 10-year term. We will recover this investment through charging fees under a structured revenue-sharing agreement with the City.



Revenue Sharing Framework

To balance sustainability and transparency, we propose the following revenue-sharing model:

Fee Type	Rate / Terms	Notes
EV Driver Usage Fee	\$0.25–\$0.35 per kWh (configurable)	Rate set jointly with the City; adjustable via AmpUp CMS
Gross Revenue Split	50% City / 50% BodeEV	Net of taxes, transaction fees, and CMS/network fees
Monthly Reporting	Included	Real-time visibility via AmpUp dashboard
Remittance Timing	Monthly or Quarterly	Flexible, based on the City's preference

Optional Models:

- **License Fee Model:** A fixed monthly or annual fee paid to the City per port, independent of usage.
- **Hybrid Model:** A base license fee plus revenue share for usage above an agreed threshold.

Revenue Model Projections

The following projections estimate potential annual revenue from public charging across the 26 installed Level 2 ports, assuming a \$0.30/kWh usage rate and an average session size of 10 kWh:

Scenario	Utilization	Monthly Revenue	Annual Revenue	City Share (50%)	BodeEV Share (50%)
Best Case	70%	\$33,800	\$405,600	\$202,800	\$202,800
Moderate Case	40%	\$19,400	\$232,800	\$116,400	\$116,400
Low Case	20%	\$9,700	\$116,400	\$58,200	\$58,200

Note: These projections assume steady utilization growth over time, with BodeEV's breakeven point estimated between years 6–8 under conservative scenarios.



Electricity Cost Responsibility

To ensure financial transparency and alignment with the City's preferences, BodeEV proposes the following approach regarding electricity costs:

- **Public Sites (College Ave, Library Lane, Crane Park):** BodeEV will cover the cost of electricity consumed during public charging sessions and recover these costs through EV driver usage fees.
- **Corp Yard Site:** If the City prefers to reserve these chargers primarily for City fleet vehicles, BodeEV will enable registration of City vehicles within the AmpUp system, allowing them to charge at no cost to the City (with the City covering electricity directly). Unregistered public users would pay standard usage fees inclusive of electricity costs.
- BodeEV is open to collaborating with the City to finalize electricity payment responsibilities for each site, ensuring compliance with grant requirements and operational clarity.

Strategic Partnership Vision

BodeEV is committed to building a transparent, collaborative partnership with the City, and welcomes the opportunity to formalize this relationship through:

- A 10-year site license agreement granting BodeEV access to City-owned properties for installation, operations, and maintenance.
- A jointly defined revenue-sharing plan that can adapt based on performance and utilization growth.
- Ongoing collaboration with the City and grant administrators to secure future funding opportunities.
- A shared commitment to expanding public EV access, ensuring cost equity, and advancing regional climate action goals.



This partnership model provides the City of St. Helena with a **no-cost pathway** to deploy high-quality EV infrastructure, generate recurring revenue, and offer clean mobility access to residents and visitors—without burdening the municipal budget.



IV. Team Composition and Qualifications

BodeEV is proud to bring together a team of seasoned professionals who have not only built and managed complex EV infrastructure projects—but who also understand the deeper mission of this initiative: delivering **EV charging that just works** for the people of St. Helena. Our team is unified around reliability, accessibility, and long-term success—because we know public trust is earned over time through performance, not promises.

At the heart of our execution model is a culture driven by **B.O.D.E.**—the foundation of how we operate:

- **B – Become the Solution:** We roll up our sleeves, take ownership, and resolve issues fast.
- **O – Optimized Teaming:** Our collaborative approach ensures design, construction, and operations are always aligned with the City’s evolving needs.
- **D – Dependability:** We show up, we get it done—and we never leave the City or its residents hanging.
- **E – Energy to Lead:** We bring the momentum needed to meet tight timelines and deliver transformative outcomes.



Organization-Wide Commitment to Performance

Together with our strategic partners—Autel Energy (hardware) and AmpUp (CMS)—we deliver full-scope design-build-operate services. From site walks and permitting to commissioning and ten-year maintenance, our internal alignment and shared accountability ensure consistent service quality at every phase.

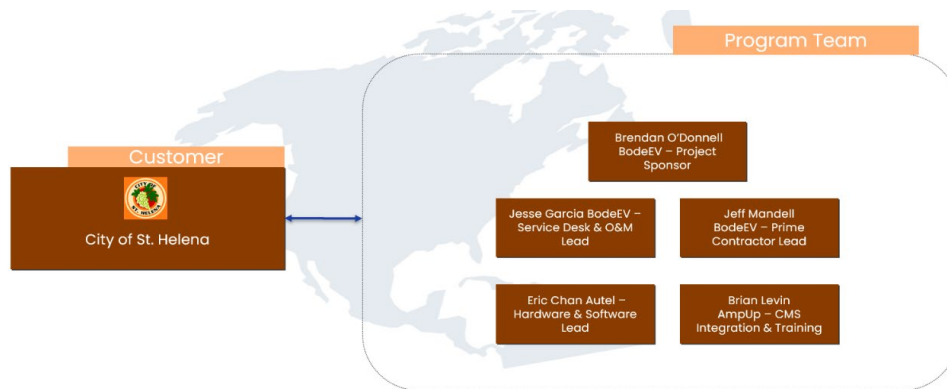


To uphold the City's small-town values and public service mission, BodeEV enforces industry-leading Service Level Agreements (SLAs):

SLA Commitment	Target Response Time
Remote diagnosis and triage	Within 2 hours
On-site technician dispatch	Within 24 hours
Licensed electrician deployment	Within 48 hours (if escalated)
Charger swap-out (if needed)	Within 2 hours of diagnosis
Uptime Performance Target	99% annual charger availability

These standards exceed typical industry practices and are critical to ensuring continuous uptime, public trust, and grant compliance over the full 10-year contract term.

Key Team Members



Name	Role	Company	Summary of Qualifications
Brendan O'Donnell	Project Sponsor	BodeEV	Co-founder of BodeEV and former ChargePoint executive with 15+ years in EV infrastructure. Brendan drives project strategy, community alignment, and accountability for long-term service outcomes.
Jeff Mandell	Prime Contractor Lead	BodeEV	Oversees project execution, compliance, subcontractor coordination, and quality control across all workstreams. Jeff ensures all commitments align with the City's permitting, ADA, and NEVI-ready expectations.



Jesse Garcia	Service Desk & O&M Lead	BodeEV	Leads our 10-year maintenance strategy. Manages technical support, preventative inspections, and field repairs—ensuring the network delivers on performance KPIs.
Eric Chan	Hardware & Warranty Lead	Autel Energy	Manages all Autel charger delivery, pre-configuration, site-level commissioning, and warranty escalation processes. Supports seamless hardware integration and ADA compliance.
Brian Levin	CMS Integration & Training	AmpUp	Leads CMS deployment and training for City staff. Oversees CRT compliance, CMS branding, data reporting, and revenue-sharing setup to support both operational insight and public transparency.

This high-performing team is united around a shared objective: delivering a charging network that supports the City of St. Helena’s vision for clean mobility, community service, and lasting public value—with the operational discipline and customer-first mindset to back it up.

Understanding the City’s Goals: What This Project Means for St. Helena

St. Helena is more than a city—it’s a destination. With a historic downtown, world-class wineries, and breathtaking scenery, it draws thousands of visitors each year while maintaining a close-knit, small-town atmosphere for its 6,000 residents. As a full-service city operating with a \$22 million General Fund, every infrastructure investment must be thoughtful, efficient, and aligned with long-term community benefit.

The City has already taken an important first step by deploying six Level 2 Tesla chargers at City Hall. However, these chargers are frequently occupied by City staff, fleet vehicles, and community members—leaving little room for visitors or growing EV adoption. With demand rising, the City now seeks to expand EV charging access across multiple public-facing locations: parks, libraries, and civic parking lots.

But this is more than just adding chargers. It’s about delivering a consistent, visible, and reliable public service that:

- Supports clean transportation and local air quality,
- Reinforces St. Helena’s reputation as a forward-thinking, eco-conscious community,



- Makes EV adoption more accessible for everyday families, and
- Enhances the visitor experience without straining the City's limited resources.

How We Help the City Achieve These Goals

BodeEV's proposal isn't just a plan to install hardware—it's a commitment to partnership. As a California-based contractor and operator, we understand the balance between performance, community impact, and fiscal responsibility. Here's how our approach directly supports the City's objectives:

- **Preserving Small-Town Character:** Our design and install work integrates with City aesthetics and ADA requirements, using compact, low-profile chargers and signage that complement—not disrupt—historic streetscapes and park settings.
- **Delivering High-Quality Service:** Through our Service Level Agreements (SLAs), we commit to 2-hour remote triage, 24-hour on-site response, and 99% uptime—ensuring these assets function like the public utilities they are.
- **Enabling Access Without Burdening the General Fund:** We align all equipment, designs, and reporting with TFCA, MCE, and Communities in Charge funding—minimizing City costs while maximizing long-term ROI via revenue-sharing or space licensing agreements.
- **Serving Residents and Visitors Equally:** With charger placement at civic hubs like Crane Park and the Public Library, our solution offers walkable access for families, commuters, and tourists—supporting both environmental goals and local economic vitality.
- **Planning for the Future:** Our designs include capacity for future expansion, conduit stubbing, and network integration, so that the City can grow its EV infrastructure over time without duplicating effort or cost.



In short: This project isn't just a technology upgrade—it's a strategic investment in the City's identity, sustainability, and service to its people. And BodeEV, together with our partners Autel and AmpUp, is here to help you make it work—today, tomorrow, and for the next decade.



V. References from Past Clients with Similar Projects

BodeEV's track record reflects more than technical capability—it shows a consistent pattern of responsiveness, reliability, and results. Whether working with municipalities, commercial fleets, or national operators, our team has delivered EV infrastructure that balances speed, compliance, and long-term value. Each of the following clients engaged us for solutions that mirror the City of St. Helena's needs: grant-eligible charging stations, ADA-compliant infrastructure, public and fleet access, and ongoing O&M with real accountability.

Client	Project	Scope	Dates	Contact
EVPassport – National Rollout	Public Charging Infrastructure	Nationwide design-build partnerships for Level 2 and DCFC deployment, including make-ready construction, utility coordination, CMS activation, and system commissioning.	2024–Present	Cody Thornton, VP Infrastructure & Deployment Email: cthornton@evpassport.com Phone: (310) 704-9658
Laguna Niguel Hyundai	Commercial EV Charger Repairs	Responsive service and equipment replacement for two public-facing EV chargers (addressed twice), demonstrating our commitment to uptime, diagnostics,	2024–2025	Tim Bright Email: t@lncadillacgm.com Phone: (949) 212-0651



		and swap-out service SLAs.		
Greenwealth	Urban Fleet Electrification	\$5M project involving turnkey fleet depot design, civil and electrical work, charger deployment, and full lifecycle support. Delivered under strict performance KPIs and funding compliance.	2023–2025	Nicole Landers Email: nicole.landern@greenwealth.com Phone: (323) 377-4356
City of Carlsbad	Municipal EVSE Service	Ongoing preventative maintenance and repair services for BTC chargers across multiple city locations, with monthly site visits, diagnostics, and system availability tracking.	2023–2025	Brad Northrop Email: bradley.northrop@carlsbadca.gov Phone: (760) 473-1267



So What? What This Means for the City of St. Helena

These projects showcase our deep understanding of what public agencies value most: transparency, compliance, and performance. From city hall parking lots to public libraries and parks, we've proven our ability to:

- **Deliver grant-aligned solutions** that comply with ADA, NEC/CEC, CEQA, and public procurement standards
- **Manage full lifecycle needs**—from initial site planning to long-term maintenance and software integration
- **Keep public assets online** with responsive SLAs that prioritize uptime and community satisfaction
- **Operate within constrained municipal budgets** while identifying funding offsets and maximizing ROI

Each of these clients selected BodeEV not just for installation expertise, but for our reliability and partnership mentality—exactly what we offer to the City of St. Helena as well.

Appendix A: Compliance Matrix – RFP Requirements and BodeEV Response

RFP Requirement / Evaluation Criteria	BodeEV Response Summary	Section(s) Referenced
Design, installation, and maintenance of Level 2 EV chargers	Full turnkey delivery model including design, permitting, build, and 10-year O&M	Firm Background; Timeline; Team
Compliance with ADA, NEC, CEC, Title 24, and CEQA/NEPA if required	All hardware ADA-compliant; engineering team experienced with NEC/CEC; CEQA addressed in permitting phase	Execution Plan; Timeline
Use of equipment eligible for Communities in Charge, TFCA, and MCE grant programs	Autel and AmpUp are pre-approved and currently in use in grant-funded projects across California	Firm Background; References
Ability to coordinate with PG&E for new/expanded electric service	Included in Phase 1 and 3 of Execution Plan; experience	Execution Plan; Timeline



	coordinating utility upgrades with PG&E	
Experience with similar municipal/public EV projects	References include City of Carlsbad and Greenwealth; extensive public-sector experience	References; Team Bios
Plan to operate and maintain chargers for 10+ years	SLA-backed 10-year O&M strategy including preventative maintenance, diagnostics, and swap-out support	Execution Plan; Team; SLAs
Service Level Expectations	2-hour remote response, 24-hour site visit, 99% uptime; clearly defined SLA enforcement protocol	SLAs; Team Qualifications
Revenue-sharing model or licensing agreement to reduce City's costs	Proposal includes flexible business model to offset costs through usage revenue share	Cover Letter; Execution Plan
Ability to deliver project by December 20, 2025	Timeline built backward from December deadline; turnkey delivery guaranteed by mid-October	Timeline; Execution Plan
Accessibility for residents and visitors at multiple civic sites (parks, library, corp yard)	Charger placement at public-facing, high-use sites with walkable, ADA-compliant access	Understanding the City's Goals
Responsiveness, clarity, and quality of proposal submission	All requested sections included; formatting is clear; contact details and experience are clearly presented	Entire Proposal

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution authorizing the City Manager to Execute a License Agreement with BodeEV Inc. For the installation, operation, and maintenance of twenty-six (26) Level 2 public electric vehicle (EV) charging stations at four City-owned, operated, and/or leased locations for a term of ten (10) years

RECITALS

Whereas, the City of St. Helena is committed to advancing clean transportation solutions and reducing greenhouse gas emissions in alignment with statewide climate action goals; and

Whereas, the deployment of reliable, accessible electric vehicle charging infrastructure is essential to support local EV adoption by residents and visitors; and

Whereas, the City issued a Request for Proposals (RFP) in June 2025 seeking a qualified vendor to design, install, operate, and maintain Level 2 EV charging stations at four City-owned sites—City Hall, St. Helena Public Library, Crane Park, and the City Corporation Yard; and

Whereas, the proposal submitted by BodeEV Inc. was deemed the most responsive, cost-effective, and aligned with the City's goals, offering a fully turnkey solution at no upfront cost to the City; and

Whereas, BodeEV Inc. has proposed a 10-year site license agreement that includes complete design-build services, grant-aligned equipment, long-term operations and maintenance, and a flexible revenue-sharing model benefiting the City; and

Whereas, City staff and legal counsel have reviewed the terms of the proposed agreement and determined them to be in the best interest of the City of St. Helena.

RESOLUTION

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

Authorizes the City Manager to execute a License Agreement and Site Agreement with BodeEV Inc. for the installation, operation, and maintenance of twenty-six (26) Level 2 electric vehicle charging stations at the following City locations:

- City Hall (1088 College Avenue)
- St. Helena Public Library Parking Lot
- Crane Park
- City Corporation Yard

Approves a ten (10) year term for the agreement, with BodeEV Inc. responsible for all capital costs, design and permitting, installation, software integration, customer service, and long-term maintenance.

Authorizes the City Manager to take all other necessary actions to implement the project and meet grant deadlines.

Supports the project's alignment with grant programs such as Communities in Charge and its role in advancing equitable, publicly accessible clean transportation infrastructure within the City.

Funding is as follows:

Description	Fund	GL Account	Amount
No funding required	N/A	N/A	0
Total Not-To-Exceed			0

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

LICENSE AGREEMENT

This License Agreement (this “License”) is effective as of the date it is fully executed (the “Effective Date”) by and between Licensor (as defined below) (“Licensor” or “City”) and BodeEV Install & Services Inc., a California corporation (“Licensee”). Licensor and Licensee are each referred to herein as a “Party” and collectively as the “Parties.” Clause references are to clauses in the Key Terms, and section references are to sections in the General Terms and Conditions (Exhibit B). Exhibit A and Exhibit B are incorporated by reference in this License. In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

- (a) **Licensor** City of St. Helena, a California municipal corporation.
- (b) **Property**
(Section 1) Commonly known as the following parking lots:
 - St. Helena City Hall (“SHCH”)
1088 College Avenue
St. Helena, CA 94574
 - St. Helena Corp Yard (“SHCY”)
1405 Charter Oak
St. Helena, CA 94574
 - Crane Park (“CP”)
360 Crane Avenue
St. Helena, CA 94574
 - St. Helena Public Library (“SHPL”)
1492 Library Lane
St. Helena, CA 94574(the “Property”).
- (c) **Licensed Area**
(Section 1) As follows:
 - at SHCH:
Ten (10) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately _____ square feet of space for equipment on the Property;
 - at SHCY:
Four (4) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately _____ square feet of space for equipment on the Property;
 - at CP:
Eight parking spaces, ten (10) feet of additional parking width to provide disability access and approximately _____ square feet of space for equipment on the Property;
 - and

Signature Page to License Agreement

at SHPL:

Four (4) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately _____ square feet of space for equipment on the Property

all as depicted on Exhibit A (the “Licensed Area”).

(d) **Charging Stalls**
(Section 1)

As follows:

at SHCH:

Ten (10) Level 2 EV Chargers:

- Three (3) Dual Ports, six (6) parking stalls
- Four (4) Single Ports, four (4) parking stalls;

at SHCY:

Four (4) Level 2 EV Chargers

- Two (2) Dual Ports, four (4) parking stalls
- ADA NOT REQUIRED AT THIS LOCATION;

at CP:

Eight (8) Level 2 EV Chargers

- Three (3) Dual Ports, six (6) parking stalls
- Two (2) Single Ports, two (2) parking stalls;

and

at SHPL:

Four (4) Level 2 EV Chargers

- One (1) Dual Ports, 2 (2) parking stalls
- Two (2) Single Ports, two (2) parking stalls;

all to the City’s reasonable satisfaction.

Parking spaces in the Licensed Area shall be outfitted for charging with DC charge posts (“EV Chargers”) and shall serve as dedicated charging stalls.

(e) **Due Diligence Period**
(Section 2)

1 days following the Effective Date (“Due Diligence Period”)

(f) **Commencement Date**
(Section 4)

Within 180 days following the end of the Due Diligence Period.

(g) **Base Term**
(Section 5)

Ten years from the last day of the month in which the Commencement Date occurs (the “Base Term”).

(h) **Renewal Term**
(Section 5)

Not to exceed one (1) period of five years (“Renewal Term”).

(i) **Termination Notice**
(Section 5)

At least eighteen (18) months (the “Notice Period”).

Signature Page to License Agreement

- (j) **Special Terms and Conditions** Licensee shall install the EV Station in accordance with its proposal and all applicable codes, permits, and regulations. Equipment shall include Autel Level 2 chargers and AmpUp charge management software. The EV Station shall be serviced at a level no less than that set forth in Licensee's "SERVICE LEVEL AGREEMENT" document currently available at:

<https://static1.squarespace.com/static/67c89f315cd9f85147f608d8/t/6819204591b9a546f3c94b3b/1746477126195/bodeEV+O%26M+Service+Level+Agreement+042025v2.pdf>

Licensee shall pay for electricity used at public sites (College Ave, Library Lane, Crane Park) at \$100/month. This rate is mutually reviewable quarterly.

For the Corp Yard site, the City will pay for electricity used by City fleet vehicles

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this License as of the date signed below.

LICENSOR:

City of St. Helena,
a California municipal corporation

By: _____

Name: Anil Comelo

Title: City Manager

Date: _____

E-mail for notices:

acomelo@cityofstheleena.gov

Phone number for urgent issues:

707-968-2743

LICENSEE:

BodeEV Install & Services Inc.
a California corporation

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:

Phone number for urgent issues:

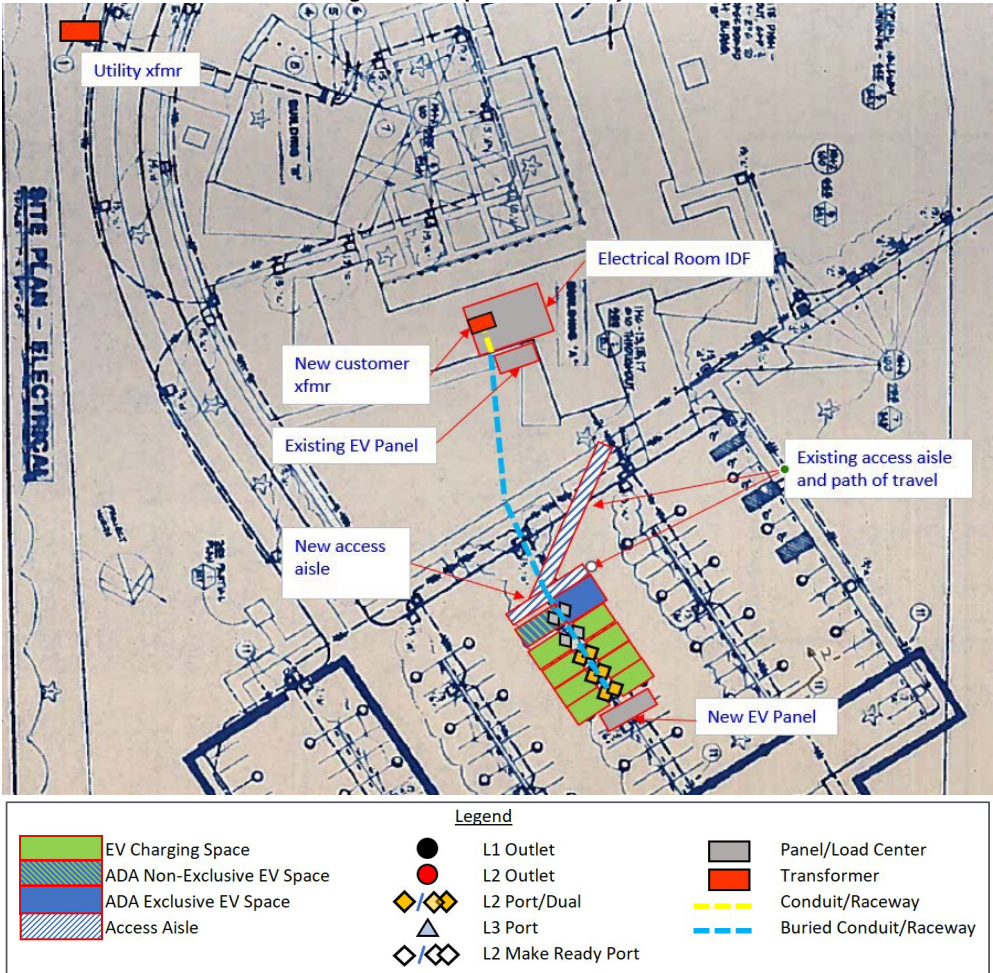
Signature Page to License Agreement

EXHIBIT A
Licensed Area

(Exact locations may vary slightly, but overall square footage and general areas are anticipated to remain the same).

City Hall*

Figure 3: Proposed EVSE Layout



*anticipated location is middle row, but will go further down to keep current chargers in place

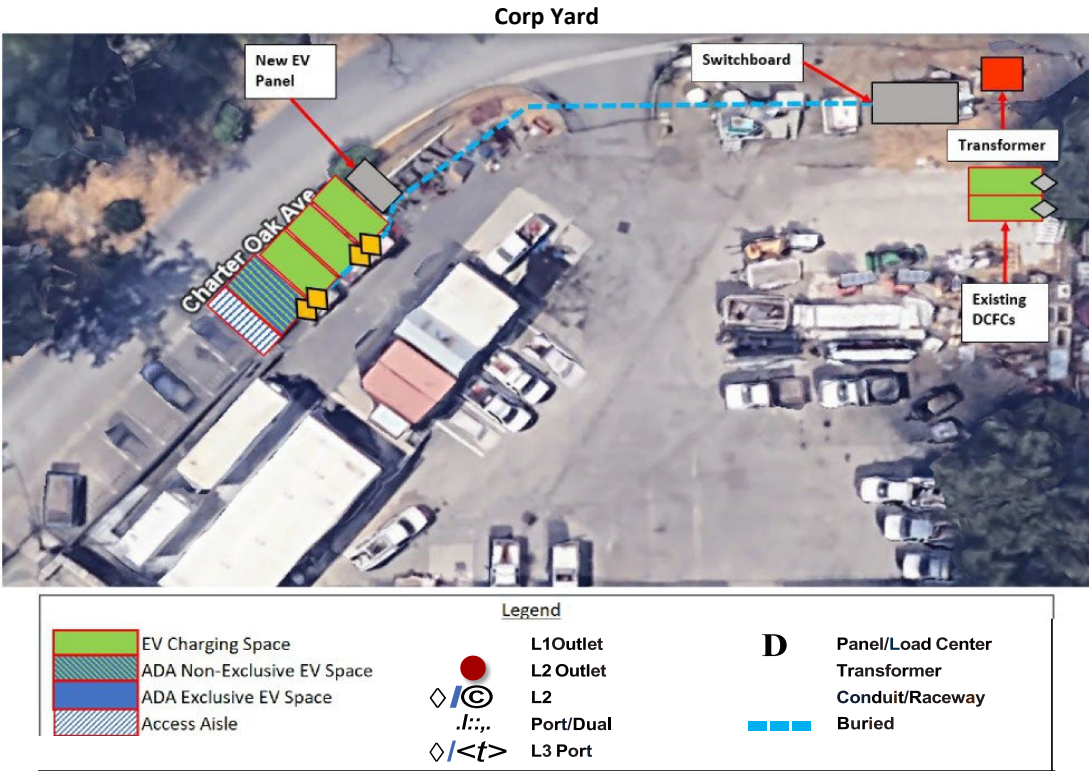


Figure 2: Proposed EVSE Layout

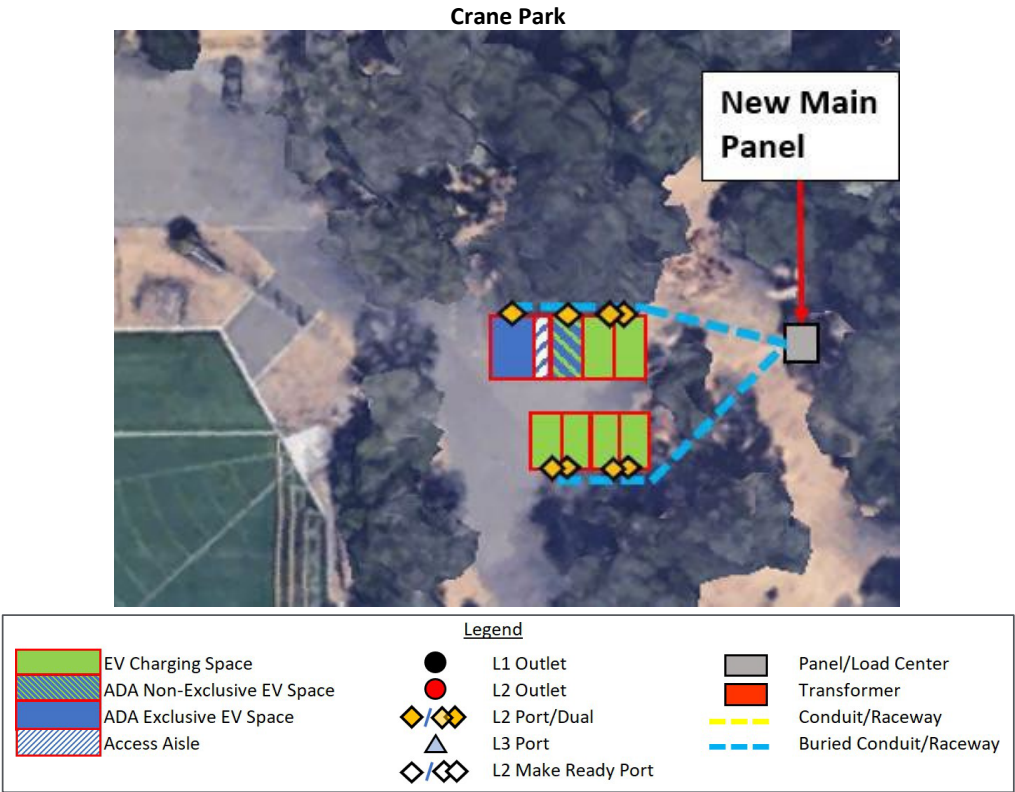


Figure 2: Proposed EVSE Layout

St. Helena Public Library
Figure 2: Proposed EVSE Layout

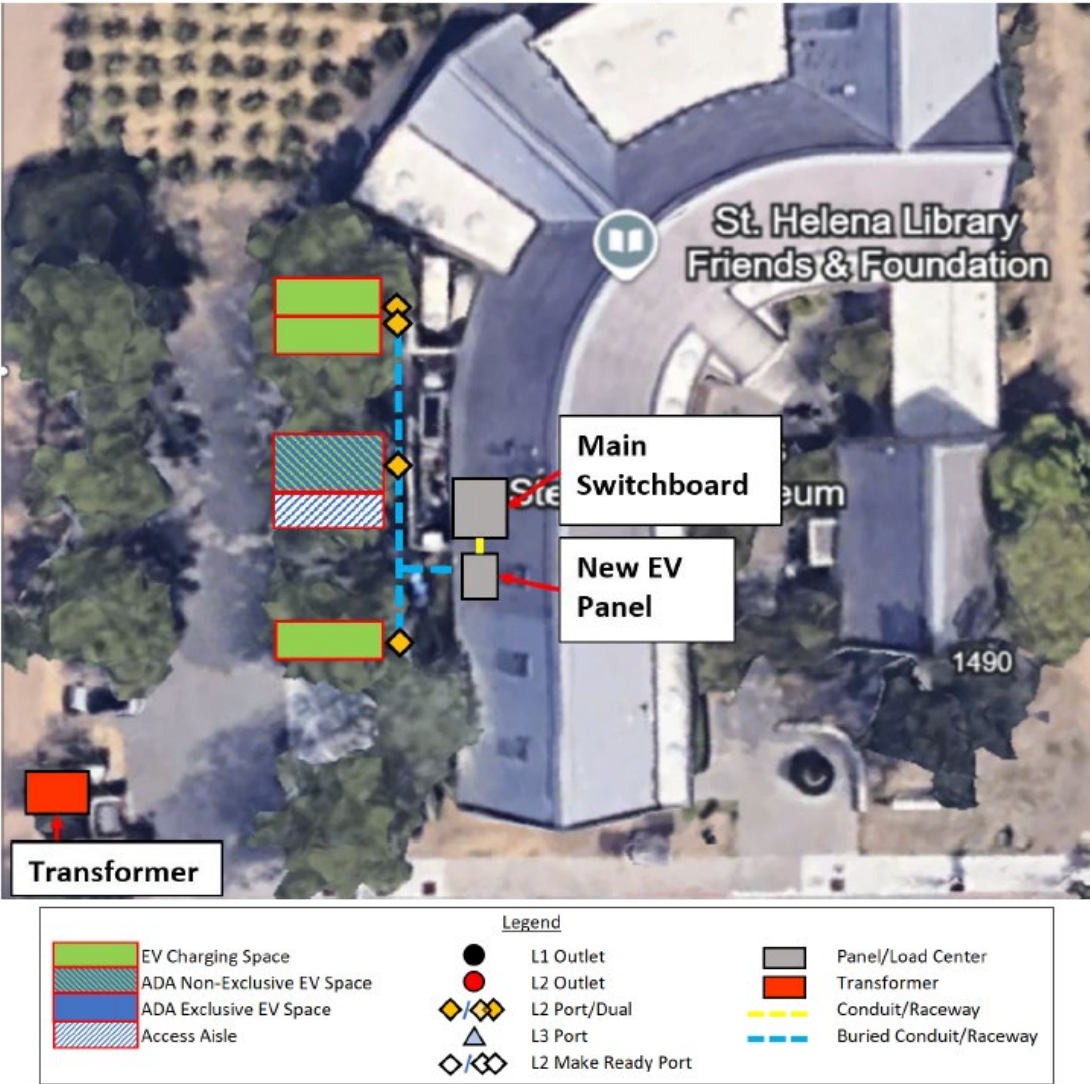


Exhibit B
General Terms and Conditions

1. **Licensed Area.** Licensors hereby grants to Licensee the right to use the Licensed Area pursuant to Section 6, to design, install, operate and maintain a EV Station (defined below), together with the right of ingress and egress to the Licensed Area. This License shall not create any leasehold interest in the Property.

The “EV Station” shall consist of: (a) EV Chargers, Wall Connectors (if indicated in Clause (d)), signage and power electronics equipment to provide charging to the charging stalls described in Clause (d) and other trade fixtures determined by Licensee that may include, without limitation, a canopy, solar panels, an energy storage system and fence or other visual barriers (collectively, the “Trade Fixtures”); and (b) necessary utility infrastructure, which may include, without limitation, a utility transformer, metering equipment, switchgear, conduit, wiring and foundations (collectively, the “Infrastructure”).
2. **Due Diligence Period.** Licensee shall have the option to terminate this License within the Due Diligence Period in the event that: (a) Licensee is unable to obtain all permits and approvals required by applicable governing bodies; or (b) Licensee, in its reasonable business judgment, determines that it would incur substantial unanticipated costs to complete Licensee’s Work (defined in Section 3) or that there is insufficient demand for charging to justify building the EV Station. In the event that Licensee terminates the License pursuant to this Section 2, Licensee shall deliver written notice of termination to Licensors and this License shall be of no further force or effect.
3. **Alterations.** Licensee shall, at its’ sole cost, make alterations to the Licensed Area to install the EV Station (“Licensee’s Work”). Licensee’s Work shall only occur after: (a) Licensors has approved the plans and specifications in writing; and (b) Licensee has obtained all permits and approvals required by applicable governing bodies. Once Licensee’s Work begins, it shall proceed with diligence and continuity until complete. Licensee may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the EV Station shall be approved in advance by Licensors. Licensors’ approval of the plans and specifications shall not be unreasonably withheld, conditioned or delayed. Licensee shall promptly repair any damage to the Property caused by Licensee, its agents, contractors and employees (collectively, “Licensee Parties”) while performing Licensee’s Work.
4. **Commencement Date.** The EV Station shall be operational (the “Commencement Date”) within the time period specified in Clause (f) of the Key Terms, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Licensee’s control. Licensee shall deliver written notice to Licensors promptly following the Commencement Date to confirm such date as the start of the Base Term for recordkeeping purposes.
5. **Term and Termination.** The term of this License shall begin on the Commencement Date and shall expire at the end of the Base Term. Upon expiration of the Base Term, this License shall automatically renew for successive Renewal Terms (Renewal Term(s) together with the Base Term, the “Term”), subject to termination pursuant to this Section 5. Either Party, in its sole discretion and without cause, may terminate this License during any Renewal Term by delivering advance written notice of termination to the other Party specifying a termination date that follows the Notice Period and occurs during a Renewal Term.
6. **Use.** Licensee may use and occupy the Licensed Area during the Term to install, operate and maintain a EV Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other lawful use (the “Permitted Use”). Licensee is authorized to operate and collect payment for use of the EV Station year round, twenty-four (24) hours per day and seven (7) days per week.

7. **Removal.** On or before the final day of the Term, Licensee shall, at its' sole cost, remove the Trade Fixtures, leave the Infrastructure in a safe condition, and restore the Licensed Area to the condition that existed as of the first day of the Term, subject to exceptions for reasonable wear and tear. Licensors agrees that the Trade Fixtures are and shall remain the property of Licensee, and the Infrastructure shall become the property of Licensors upon termination of this License (except that Infrastructure upstream of the meter is and shall remain the property of the utility).
8. **Utilities.**
 - A. **Service.** Licensee agrees to arrange and pay the charges for all Licensee-related utility services provided or used in or at the Licensed Area during the Term. Licensee shall pay directly to the utility company the cost of installation of any and all such Licensee-related utility services and shall arrange to have the utility service separately metered. Licensors shall not be responsible for any damages suffered by Licensee in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Licensors's gross negligence or intentional misconduct.
 - B. **Access.** Licensors grants to Licensee the right to receive utility services including but not limited to electric, and the right for the utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the EV Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Property. Licensors grants the right for the utility service supplier to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, Licensors shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route. Licensors agrees that Licensee may disclose a redacted copy of this License with the utility service provider.
9. **Maintenance.** Licensee shall be responsible for maintaining the EV Station at its' sole cost (including repair and replacement of equipment, as necessary). Notwithstanding the foregoing, Licensors's normal responsibility to maintain the common areas of the Property shall also apply to the Licensed Area, such as for trash removal, snow removal, repaving and restriping, and Licensors agrees to coordinate with Licensee on maintenance that will prevent the use of the EV Station. If Licensee determines that the Licensed Area needs additional trash cans, or if Licensors requests additional trash cans, Licensee shall provide such trash cans to Licensors at Licensee's sole cost.
10. **Licensors Covenants.** Licensors represents that: (a) it owns or leases the Property and has the power and authority to enter into this License; (b) it has obtained any required consents to enter into this License; (c) the Property is not subject to any conditions, restrictions or covenants incompatible with the Permitted Use; (d) this License does not violate any agreement, lease or other commitment by which Licensors is bound; (e) it will not lease, license or commit the parking spaces within the Licensed Area to any third party during the Term; and (f) it will not perform or allow excavation in the Licensed Area during the Term without Licensee's advance written consent, other than superficial repaving.
11. **Default.** It shall be an "Event of Default" under this License if either Party fails to perform or observe any material term or condition of this License and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
12. **Remedies.** The Parties acknowledge and agree that, if an Event of Default by the other Party has occurred and is continuing, the non-defaulting Party may: (a) terminate this License upon thirty (30) days advance written notice; or (b) exercise any other remedy available at law or in equity.

13. **Exclusions.** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for speculative, indirect, consequential or punitive damages, including, without limitation, any lost sales or profits.
14. **Indemnification.** Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 24 by Licensor, Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its directors, officers, managers, members, employees, agents and representatives (each an “Indemnified Party”) from all losses and liabilities, including court costs and reasonable attorneys’ fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Licensee’s use of the Licensed Area; (ii) Licensee’s breach of this License; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
15. **Insurance.** Through the duration of this License, Licensee shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand US Dollars (\$2,500,000 USD) per occurrence and Four Million US Dollars (\$4,000,000 USD) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Licensor upon the execution of this License and upon reasonable request by Licensor. Licensee shall include Licensor as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability for services provided under this License. Licensee will maintain worker’s compensation insurance in accordance with state and federal law. This requirement may be waived by Licensee if Licensee is a qualified self-insured in the state where the Licensed Area is located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of “A-” or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of “A-” or better; or (b) a financial size category of “VI” or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Licensee’s use of self-insurance for the required coverages shall be subject to Licensor’s approval, not to be unreasonably withheld, conditioned or delayed.
16. **Environmental Matters.** Licensor represents and warrants that, to the best of its knowledge, the Licensed Area shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this License to the contrary, Licensor agrees that it will indemnify and hold Licensee harmless from all costs from, and Licensee shall have no liability for, any contamination of the Property, unless caused by Licensee Parties. Licensor is responsible for remediating to the extent required by applicable environmental law any contamination not caused by Licensee Parties, including any contamination encountered by Licensee Parties during construction.
17. **Confidentiality.** The Parties agree that any confidential or proprietary information or documentation provided to one Party by the other Party in connection with this License are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter, except as provided below. Licensee acknowledges that the Licensor is obligated by law to comply with the California Public Records Act (California Government Code section 7920.000 et seq. (formerly California Government Code section 6250 et seq.)), and pursuant thereto is required to provide any non-exempt records in its possession upon request by third parties. Licensee further acknowledges that information submitted to the Licensor pursuant to this License may be subject to disclosure pursuant to a Public Records Act request. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Licensor may not be in a position to establish that the information that Licensee submits is a trade secret or otherwise exempt from disclosure. If a request is made for information marked by Licensee as “Confidential”,

“Trade Secret”, “Proprietary”, “Trade Secret and Proprietary” or by a similar term, Licensor will provide Licensee with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Licensor is not obligated to attempt to protect aforesaid materials and will merely notify Licensee that a Public Records Act request for the aforesaid materials has been received. Additionally, the Parties may disclose confidential information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a “need to know” such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 17, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients, (ii) as permitted in Section 8 and Section 20, and (iii) as required by law. “Affiliate” of a Party is an entity that controls, is controlled by or is under common control with that Party, where “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.

18. **Publicity.** Neither Party will use the other Party’s name, trademark or logo without obtaining the other Party’s prior written consent.
19. **Notices.** All notices, demands and approvals shall be in writing and shall be delivered to the electronic mail addresses provided on the signature page, and shall be deemed given on proof of transmission. Either Party may change their respective address for notices by giving written notice of such new address in accordance with this Section 19.
20. **Incentives.** Licensor agrees that Licensee shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the EV Station, including, without limitation, from electricity delivered through, stored at or generated by the EV Station. Licensor will cooperate with Licensee in obtaining all Incentives, provided that Licensor is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Licensee. If any Incentives are paid directly to Licensor, Licensor agrees to immediately pay such amounts over to Licensee. “Incentives” means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Licensor agrees that Licensee may disclose a redacted copy of this License if necessary to obtain Incentives. Notwithstanding the foregoing,

Licensee shall pay the Licensor fifty percent (50%) of gross revenues generated from the EV Station, net of taxes, network fees, and transaction processing charges. Regardless of revenue, Licensee guarantees a minimum annual payment of \$1,000 per site per year to the Licensor. Payments to the Licensor shall be made quarterly within thirty (30) days after the end of each quarter, along with a detailed revenue report generated via the AmpUp CMS. Licensor shall have the right to audit Licensee’s financial records related to the EV Station operations.
21. **Governing Law.** This License shall be construed and enforced in accordance with the laws of the state in which the Licensed Area is located.
22. **Entire Agreement.** Each Party acknowledges and agrees that it has read and understood this License, and that it represents the entire agreement and understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, or understandings, whether oral or written, with respect to the subject matter herein.

23. **Assignment.** Licensee shall not assign this License nor sublicense the Premises without the prior written consent of Licensors, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Licensee's ability to transfer this Agreement to a Licensee Affiliate.
24. **Miscellaneous.** This License may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals. If any provision of this License is invalid or unenforceable, the remainder of this License shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any outstanding payment obligations and the terms of Section 17 shall survive termination of this License. This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Unless this License is terminated as expressly provided herein, this License shall survive any sale or transfer of Licensors' interest in the Property or Licensed Area. Each Party shall comply with all applicable codes, laws and ordinances in fulfilling its respective obligations under this License. Licensee shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Licensee at the Licensed Area. This License is subject and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that Licensee's rights under this License shall not be disturbed by such subordination so long as no Event of Default by Licensee exists beyond all notice and cure periods. LICENSOR AND LICENSEE EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LICENSE.
25. **Prevailing Wages.** To the extent the Infrastructure or Trade Fixtures installed by Licensee may be considered a "public work" as defined in Labor Code § 1720, et seq., Licensee shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 C.C.R. § 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this License. For purposes of compliance with the prevailing wage law, Licensee shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations as required by law.
26. **Possessory Interest Tax.** Licensee understands and acknowledges that Licensors' grant of non-exclusive use may be subject to property taxation and that Licensee may be subject to the payment of possessory interest tax levied on the grant of non-exclusive use pursuant to California Revenue and Taxation Code Section 107.6. Licensee shall pay without abatement, deduction, or offset any possessory interest taxes levied on or assessed against the Licensed Area, Trade Fixtures, Licensee's equipment which are directly attributable to this License or Licensee's use of the Licensed Area, whether belonging, owed or chargeable against the Licensors. Licensee shall make all such payments directly to the charging authority prior to delinquency and before any fine, interest, or penalty becomes due or is imposed for Licensee's non-payment. Notwithstanding the foregoing, Licensee shall, at its sole cost and expense, have the right to challenge the assessment. Licensee shall provide Licensors with proof of payment of such tax.

Christopher J. Warner Comments on Consent Agenda Item 10.12, BodeEV License Agreement, July, 22, 2025, St. Helena City Council Meeting

I have reviewed the proposed BodeEV license and service level agreements proposed by staff to install, operate and maintain 26 Level 2 EV public chargers at 4 locations in the City (City Hall, St. Helena Public Library, Crane Park and the City Corporation Yard). For the reasons stated below and based on my personal experience on EV chargers and EV markets and deployment. I recommend that the City Council reject the BodeEV proposal until and unless further information and changes to the license and service level agreements are provided.

1. **The BodeEV proposal includes Level 2 chargers, rather than Level 3 DCFC fast chargers which are the standard for commercial and public charging in EV markets today.** Choosing Level 2 chargers, with slow charging and low individual availability, is like choosing a “horse and buggy” over the most current automobile models. No reputable or knowledgeable commercial or public charging provider installs slow Level 2 chargers for public or commercial use; Level 3 DCFC chargers are the preferred and dominant type of public charger used today.
2. **The proposed BodeEV license and service level agreements include similar defects previously identified in the Tesla EV license agreement previously modified by the Council:**
 - (1) **BodeEV has an absolute right to terminate its obligation to commence operation of the chargers under the license for any reason beyond its control** (License Agreement, Exhibit B, Section 4);
 - (2) **The proposed license agreement does not clarify (as was required for the Tesla license agreement), that the parking spaces and other areas used by the charging stalls may be used by non-EV vehicles and for other City uses** when not used for EV charging (given that the average utilization rate for Level 2 public chargers is 17% or lower); and
 - (3) **The BodeEV license agreement gives Bode EV an absolute 10-year minimum term with no right of the City to terminate the license** if the City determines for whatever reason that the EV chargers are no longer needed or the use of the EV chargers is no longer adequate or in the public interest. (Note that **the Staff Report includes no detailed quantitative market or needs assessment for the number of public chargers** based on either actual or forecast City-owned EV charging usage or public EV charging demand.)

3. **The staff report and proposed BodeEV license and service level agreements include no detailed EV market experience by BodeEV for operational projects (BodeEV is apparently a new start-up EV charger servicing entity), nor any detailed subcontracting agreement with the EV charger provider Autel that makes the City a third-party beneficiary of the agreement, nor any evidence of specific grant or financing agreements with the proposed funders of the project (“Communities in Charge,” “Transportation Fund for Clean Air,” and “Marin Clean Energy” EV charger incentives.)** Under the adage, “if it looks too good to be true, it probably is too good to be true,” the Council should not consider or approve the BodeEV license and service agreements until detailed documentation demonstrating how the project is allegedly “free” to the City and likely to be completed on-time and operational is provided for review.
4. **The staff report asserts that BodeEV will complete the project and all 26 EV chargers will be operational and available by October 31, 2025. However, no such guarantee or contractual schedule or commitment is provided in the license agreement or service level agreement.**
5. **The staff report asserts that BodeEV’s service level agreement guarantees that the chargers will have 99% uptime, 2-hour remote diagnostics, and 24-hour on-site response. However, the service level agreement provides broad exclusions and exceptions to these guarantees, and the staff report’s reference to 99% uptime is erroneous (the BodeEV service level agreement cites “98% except if due to Excluded Events.”**

For these reasons and to avoid repeating the mistakes previously made on the proposed, similar Tesla EV license agreement,¹ **the City Council should defer or reject approval of the BodeEV license agreement until the deficiencies identified above have been addressed and resolved.**

These comments are based on my preliminary review of the staff report and the BodeEV license and service level agreements, and I may provide further comments based on further review.

Thank you for your consideration of these comments.

Christopher J. Warner
1434 Grayson Avenue
415-309-9572
July 18, 2025

¹ It is notable that no Tesla Superchargers are yet installed or operational under the terms of the Tesla license agreement approved by the Council nearly a year ago.

From: [Christopher J Warner](#)
To: [Public Comment](#)
Cc: [Erika Opp](#); [Andrew Bradley](#); [Anil Comelo](#); [Paul Dohring](#); [Ethan Walsh](#)
Subject: Re: Public Comments - BodeEV EV License and Service Level Agreement - City Council July 22, 2025 Meeting - Agenda Item 10.12
Date: Saturday, July 19, 2025 6:23:04 PM
Attachments: [STOCK Dashboard.pdf](#)

In addition to my previous comments, I would like City staff to provide certain essential information about the proposed BodeEV charger agreements and project that appears to be omitted from the Staff report and essential for full evaluation of the proposed project, as follows:

1. The Staff report states that the City currently has 6 Level 2 EV chargers at City Hall, and that "These chargers are heavily utilized, often fully occupied by city vehicles, employees, and members of the public." Please provide your precise quantitative data on the utilization rates for each of these existing chargers, including utilization by (1) city vehicles; (2) city employees; and (3) members of the public. **Note that the average utilization rate of Level 2 chargers nationwide is less than 15%.**
2. For each of the 4 locations proposed for location of the 26 additional chargers, please provide precise assessment of the quantitative need for such chargers over the next 5 years at each of the locations, separated among (1) number of existing and authorized City owned EVs; (2) number of existing employee owned EVs (City Hall only); and (3) public EV charging demand. **Note that the "Marin Clean Energy Charging Evaluation Reports" provided to support the BodeEV project provide no specific EV usage or demand projections, other than a demonstrably inaccurate statement that "projections suggest electric vehicles, as a percentage of all light duty vehicles on the road, will exceed 15% by 2025 and 30% by 2030." In fact, the California Energy Commission EV statistics indicate that EVs registered in Napa as of 2024 amount to only 6% of total light duty vehicles registered in Napa (see attached), with growth in new EV sales in California slowing.**
3. Please confirm, as was done with the Tesla Supercharger license agreement, that none of the BodeEV sites proposed by BodeEV provide BodeEV with the right to exclude non-EV vehicles from using the spaces and stalls when not being used for EV charging, notwithstanding the bid response from BodeEV indicating otherwise. **(Note that the average utilization rate for EV Level 2 chargers is 15% or less, meaning the BodeEV charging spaces are likely to be empty 85% of the time.)**
4. **Please correct the cost and revenue assumptions regarding likely off-peak, partial peak, and peak charging times to remove off-peak charging time assumptions for Crane Park, which is closed to the public from 10 pm to 7 am, as well as any other parking spaces at City Hall, the Library and the Corporation Yard that are closed to the public and/or City employees for significant periods of time daily. Note that because of the slow charging capability of Level 2 chargers, fully charging an EV with a Level 2 charger normally takes up to 8 hours of continuous charging, usually overnight to avoid conflicting with day-time use of the vehicle. PG&E's "peak" times for electricity prices are 4 pm to 9 pm daily.**
5. The Staff report states that the City received four proposals in response to its competitive

RFP. However, **the Staff report provides no evaluation, comparison or substantive "scoring" on why BodeEV was determined "the most qualified and responsive proposer."** Please provide detailed documentation of the Staff's evaluation of each of the four proposals.

Thx for your consideration of these comments and questions.

Chris Warner
415-309-9572
chrisjwarner52@gmail.com

On Fri, Jul 18, 2025 at 11:27 AM Christopher J Warner <chrisjwarner52@gmail.com> wrote:
Attached and pasted below are my comments on Agenda Item 10.12, BodeEV License and Service Level Agreement. Thank you for your consideration of these comments, and I am available to answer any questions.

Christopher J. Warner
1434 Grayson Avenue
415-309-9572

Christopher J. Warner Comments on Consent Agenda Item 10.12, BodeEV License Agreement, July, 22, 2025, St. Helena City Council Meeting

I have reviewed the proposed BodeEV license and service level agreements proposed by staff to install, operate and maintain 26 Level 2 EV public chargers at 4 locations in the City (City Hall, St. Helena Public Library, Crane Park and the City Corporation Yard). For the reasons stated below and based on my personal experience on EV chargers and EV markets and deployment. I recommend that the City Council reject the BodeEV proposal until and unless further information and changes to the license and service level agreements are provided.

1. The BodeEV proposal includes Level 2 chargers, rather than Level 3 DCFC fast chargers which are the standard for commercial and public charging in EV markets today. Choosing Level 2 chargers, with slow charging and low individual availability, is like choosing a "horse and buggy" over the most current automobile models. No reputable or knowledgeable commercial or public charging provider installs slow Level 2 chargers for public or commercial use; Level 3 DCFC chargers are the preferred and dominant type of public charger used today.

2. The proposed BodeEV license and service level agreements include similar defects previously identified in the Tesla EV license agreement previously modified by the Council:

(1) BodeEV has an absolute right to terminate its obligation to commence operation of the chargers under the license for any reason beyond its control (License Agreement, Exhibit B, Section 4);

(2) **The proposed license agreement does not clarify (as was required for the Tesla license agreement), that the parking spaces and other areas used by the charging stalls may be used by non-EV vehicles and for other City uses when not used for EV charging (given that the average utilization rate for Level 2 public chargers is 17% or lower); and**

(3) **The BodeEV license agreement gives Bode EV an absolute 10-year minimum term with no right of the City to terminate the license** if the City determines for whatever reason that the EV chargers are no longer needed or the use of the EV chargers is no longer adequate or in the public interest. (Note that **the Staff Report includes no detailed quantitative market or needs assessment for the number of public chargers** based on either actual or forecast City-owned EV charging usage or public EV charging demand.)

3. **The staff report and proposed BodeEV license and service level agreements include no detailed EV market experience by BodeEV for operational projects (BodeEV is apparently a new start-up EV charger servicing entity), nor any detailed subcontracting agreement with the EV charger provider Autel that makes the City a third-party beneficiary of the agreement, nor any evidence of specific grant or financing agreements with the proposed funders of the project (“Communities in Charge,” “Transportation Fund for Clean Air,” and “Marin Clean Energy” EV charger incentives.)** Under the adage, “if it looks too good to be true, it probably is too good to be true,” the Council should not consider or approve the BodeEV license and service agreements until detailed documentation demonstrating how the project is allegedly “free” to the City and likely to be completed on-time and operational is provided for review.

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5. **The staff report asserts that BodeEV’s service level agreement guarantees that the chargers will have 99% uptime, 2-hour remote diagnostics, and 24-hour on-site response. However, the service level agreement provides broad exclusions and exceptions** to these guarantees, and the staff report’s reference to 99% uptime is erroneous (the BodeEV service level agreement cites “98% except if due to Excluded Events.”

For these reasons and to avoid repeating the mistakes previously made on the proposed, similar Tesla EV license agreement, ^[1] **the City Council should defer or reject approval of the BodeEV license agreement until the deficiencies identified above have been addressed and resolved.**

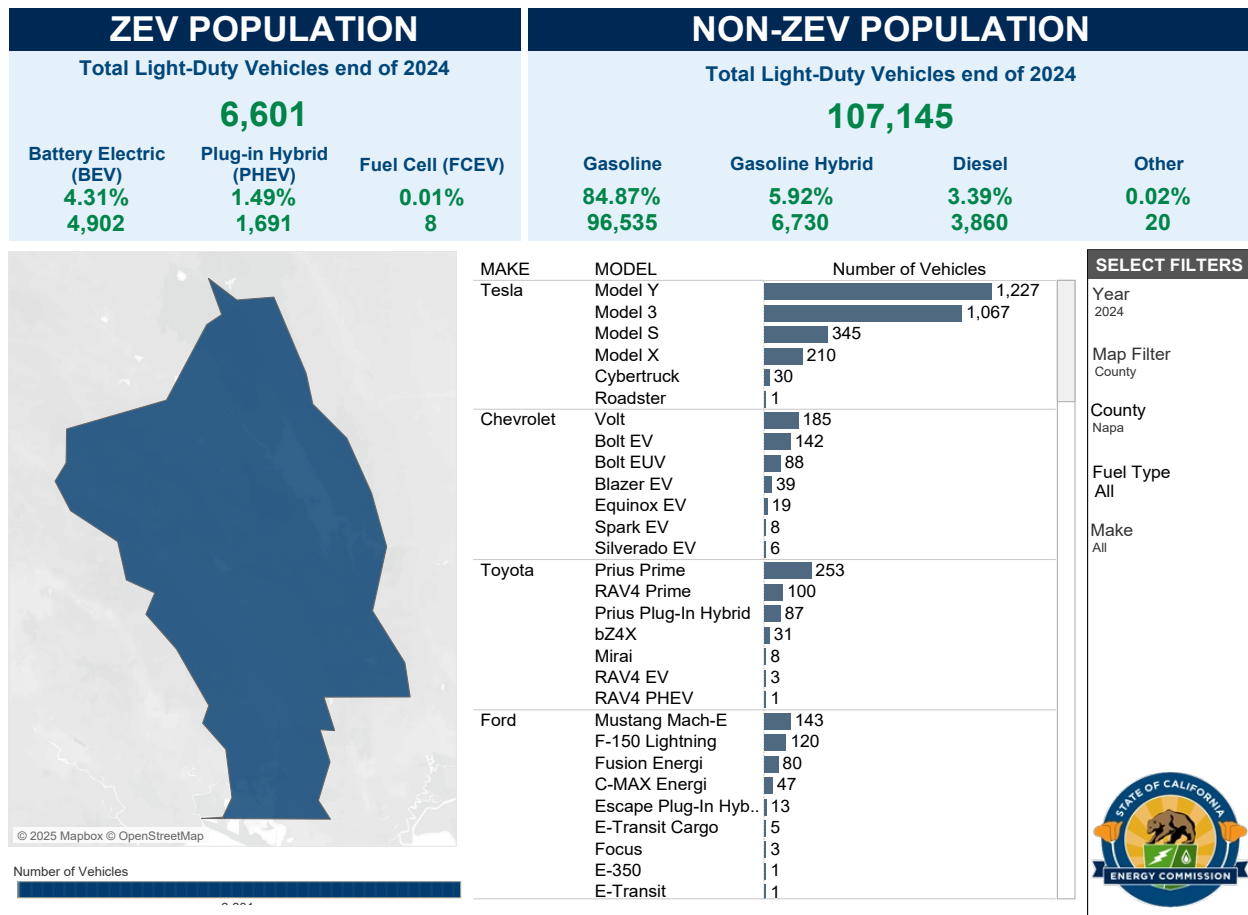
These comments are based on my preliminary review of the staff report and the BodeEV license and service level agreements, and I may provide further comments based on further review.

Thank you for your consideration of these comments.

Christopher J. Warner

1434 Grayson Avenue
415-309-9572
July 18, 2025

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Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	July 22, 2025
FROM:	Martin Beltran, Finance Manager
SUBJECT:	Introduction and Waiver of First Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills.
RECOMMENDED ACTION:	That Council introduce and waive the first reading of the proposed Ordinance amending Sections 13.04.100 and 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code regarding procedures for delinquent water bills and provisions for the disconnection of water service, and procedures for handling delinquent sewer accounts.
PREVIOUS COUNCIL ACTION:	5/13/2025 - City Council conducted and approved the first reading of the proposed Ordinance regarding changes to utility billing cycle for water service and sewer service from bi-monthly to monthly billing, revise the bill due date provisions, and eliminate references to delinquency penalties. 5/27/2025 - City Council adopted an Ordinance regarding changes to utility billing cycle for water service and sewer service from bi-monthly to monthly billing, revise the bill due date provisions, and eliminate references to delinquency penalties. 6/24/2025 - City Council conducted the first reading of the proposed Ordinance regarding reimplementing penalties for delinquent water and sewer bills. The ordinance was not adopted at this time, and staff was directed to return with the item at a future meeting for further consideration.
STATEMENT OF THE PURPOSE:	To update delinquency penalties.
FINANCIAL IMPACT:	The estimated annual impact is an approximately \$45,000 increase in water revenues and \$21,000 in wastewater revenues as a result of implementing penalties assessed on delinquent bills.

BACKGROUND:

On May 27, 2025, the City Council adopted an ordinance that proposed changes to the utility billing cycle for water service and sewer service from bi-monthly to monthly billing, revised the bill due date provisions from 30 days to 21 days, and eliminated references to delinquency penalties from the City's Municipal Code. During deliberation, however, the Council determined that rather than removing the penalties entirely, the preferred approach would be to extend the timeline for assessing such penalties—from 30 days to 45 days following the statement date.

At that meeting, the Council proceeded with adopting the ordinance as originally presented and directed staff to return with a separate item to reinstate the delinquency penalties with the revised 45-day timeframe. In accordance with that direction, staff is now bringing forward the recommended Ordinance amendment to Title 13 of the City's Municipal Code for Council consideration, which re-establishes the delinquency penalty provisions.

DISCUSSION:

The former version of the City's municipal code stated that utility bills for water and wastewater services were considered delinquent thirty (30) days after the bill date. Enforcement measures for delinquent accounts included:

- A delinquency penalty of ten percent (10%) of the outstanding amount at the time of delinquency.
- An interest charge of one percent (1%) per month, or fraction thereof, on the delinquent balance, calculated from the original delinquency date until paid in full.

The following chart outlines the delinquent utility billing practices of neighboring jurisdictions. This comparison highlights the different enforcement timelines, penalty structures, and interest charges across the region:

Agency	Utility Billing Delinquency Practices
American Canyon	Utility bill becomes past due after the 24th of the month, or next business day, a late fee will be assessed in the amount of 10% of the unpaid charges and 0.5% interest on the total balance.
Calistoga	If full payment for a bill is not received by close of business on the 25th day of the month following the billing period, and the balance due exceeds \$10, an interest charge of 5% will be assessed on the unpaid bill.
Napa	If payment for a bill is not received by close of business on the 21st day after the bill is issued. A late fee - whichever is greater: \$10 or 10% of the total bill is applied per the Master Fee Schedule.
Yountville	Any account that remains unpaid by close of business 21 days after issuance of the water bill is considered delinquent. If the bill is not paid on, or prior to, the due date, there shall be a late charge of 10% of the delinquent amount. Interest in the amount of one percent per month or fraction thereof shall be paid on the amount

delinquent from the date on which the bill remittance first became delinquent until paid.

Proposed Ordinance Changes

The proposed ordinance extends the delinquency threshold to 45 days following the bill date before these penalties are assessed. Upon failure of any consumer billed or the owner of any premises to pay any water service charge prior to the delinquency, the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent:

1. If a payment by a customer has been delinquent for at least forty-five (45) days:
 - a. Impose a penalty for delinquency of up to ten percent (10%) of the amount then delinquent;
 - b. Assess interest in the amount of one (1%) percent per month or fraction thereof on the amount delinquent from the date on which the bill remittance first became delinquent until paid;

This change offers additional time for customers to bring their accounts current while still encouraging timely payments.

The proposed changes aim to:

- Promote timely payment of utility bills;
- Establish consistent and fair consequences for late payment;
- Reduce the financial burden of delinquent accounts on the City's utility funds and ratepayers;
- Allocate interest and penalty revenue to support customer assistance programs, such as the CARES subsidy.

The ordinance allows for City Council discretion in setting the penalty rate and the timing of its assessment during the public hearing and discussion process. The Council could recommend a different penalty rate, and the timing of its assessment during the public hearing and discussion process. Any proposed changes would then be incorporated into the ordinance for its second reading and final adoption.

The City will continue to encourage timely payments and offer structured payment plans to help customers stay current on their account.

Senate Bill No. 998 - Discontinuation of residential water service

Senate Bill No. 998 requires all public water systems to have a written policy on water service discontinuation for nonpayment. The City will continue to follow State policies, such as SB 998 (Water Shutoff Protection Act), which emphasizes customer protection. For consistency, staff is proposing to update P-FI-0019 Policy Disconnection of Water Service for Nonpayment (Attachment B) to align with the proposed ordinance amendments.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 1: Strengthen Financial Sustainability

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Attachment A - Ordinance Amending UB Past Due Fees](#)

[Attachment B - P-FI-0019 Discontinuation of Water Service for Non-Payment - Redline](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, AMENDING SECTION 13.04.130 OF ARTICLE 1, CHAPTER 13.04, TITLE 13 OF THE ST. HELENA MUNICIPAL CODE AND SECTION 13.20.020 OF CHAPTER 13.20, TITLE 13 OF THE ST. HELENA MUNICIPAL CODE REGARDING PROCEDURES FOR DELINQUENT WATER BILLS AND PROVISIONS FOR THE DISCONNECTION OF WATER SERVICE, AND PROCEDURES FOR HANDLING DELINQUENT SEWER ACCOUNTS.

WHEREAS, Chapter 13.04.130.D (Enforcement—Discontinuance of service upon delinquency) of the SHMC establishes the billing due date, procedures for delinquent water bills, and provisions for the disconnection of water service; and

WHEREAS, SHMC section 13.20.020.C outlines the procedures for handling delinquent sewer accounts; and

WHEREAS, the City desires to amend SHMC section 13.04.130, and 13.20.020 to reinstate a penalty for delinquency of ten percent (10%) of the amount then delinquent if a customer's payment has been delinquent for sixty (60) days or more; and

WHEREAS, the City Council desires to approve the requested amendments to Section 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020, of Chapter 13.20, Title 13 of the St. Helena Municipal Code through approval of this Ordinance.

NOW THEREFORE, the City Council of the City of St. Helena does hereby ordain as follows:

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

SECTION 2. Amendment of Section 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code.

Section 13.04.130, subparagraph D of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code are hereby amended to read as follows (new language is underlined, deletions are in strikeout):

13.04.130.D *Failure to Pay Bill*. Bills are due and payable upon presentation and delinquent after twenty-one days. Upon failure of any consumer billed or the owner of any premises to pay any water service charge prior to the delinquency,

the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent:

1. If a payment by a customer has been delinquent for at least forty-five (45) days;

a. Impose a penalty for delinquency of ten percent (10%) of the amount then delinquent;

b. Assess interest in the amount of one percent per month or fraction thereof on the amount delinquent from the date on which the bill remittance first became delinquent until paid;

c. The city may disconnect the premises from the water system for nonpayment of water bills following proper notice. Water shutoff shall occur consistent with the disconnection of water service for nonpayment policy adopted by a resolution of the city council;

2. Cause an action at law to be brought on behalf of the city against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court;

3. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section 13.04.180, Appeals.

SECTION 3. Amendment of Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code.

Section 13.20.020, subparagraph C of Chapter 13.20, Title 13 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

C. Failure to Pay Bill. Bills are due and payable upon presentation and delinquent after twenty-one (21) days. Upon failure of any consumer billed or the owner of any premises to pay a sewer charge prior to the delinquency, the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent for at least forty-five (45) days:

1. Impose a penalty for delinquency of ten percent (10%) of the amount then delinquent;

2. Assess interest in the amount of one percent per month or fraction thereof on the amount delinquent from the date on which the bill first became delinquent until paid;

3. At the city's election, cause an action at law to be brought on behalf of the city against the person responsible for payment of such bill to recover the amount of

such bill and the cost of such action, including reasonable attorney fees incurred in an amount fixed by the court.

4. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section 13.04.180, Appeals.

SECTION 4. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CEQA. This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION 6. Effective Date. This ordinance shall take effect and be enforced on September 1, 2025, 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 22nd day of July 2025, and was adopted at a regular meeting of the St. Helena City Council on the ____th day of ____, 2025, by the following vote:

Mayor Dohring:	_____
Vice Mayor Deasy:	_____
Councilmember Barak:	_____
Councilmember Spadarotto:	_____
Councilmember Summers:	_____

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

Erika Opp, Acting City Clerk

I, ERIKA OPP, ACTING 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 _____, 2025. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2025, by the following vote:

Mayor Dohring:	_____
Vice Mayor Deasy:	_____
Councilmember Barak:	_____
Councilmember Spadarotto:	_____
Councilmember Summers:	_____

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
		Page 1 of 7

Title: Disconnection of Water Service for Nonpayment	Policy #	P-FI-0019
	Revision #	Release
	Implementation Date	Immediate
	Last Update Date	2020-04-28
Approval by City Council	Resolution-2020-39	Date Approved 2020-05-12

I. Purpose, Overview, and Scope of this Policy

The City of St. Helena is committed to ensure sound financial practices, proper controls over revenues and general oversight. The Finance Department is committed to providing best practices in developing efficient revenue management programs. This policy establishes a minimum standard to be upheld and enforced by all City of St. Helena's employees.

The purpose of the Disconnection of Water Service for Nonpayment Policy sets forth guidelines that govern the Senate Bill No. 998 (Water Shutoff Protection Act) for interruption of water service for non-payment of unpaid bills for residential water service. Furthermore, this policy is intended to supersede any other prior policies.

II. Authority

Updates to this policy require City Council approval.

III. Policy

On September 28, 2018, Senate Bill No. 998 (Water Shutoff Protection Act) was passed which imposes new requirements for shutting off residential water service for unpaid bills effective April 2020. This will outline the procedure of enforcement once water/wastewater bills are delinquent after sixty (60) days.

1. Definitions

- a. "Residential" means all living or dwelling units (as defined by the Uniform Building Code) of a permanent, rather than transient, nature, including but not limited to single-family residences, apartments, mobile homes, manufactured homes, duplexes, townhouses, apartment buildings and condominiums. A "dwelling unit" shall be defined as any structure containing sleeping, eating, cooking and sanitation facilities.
- b. "Customer" means the person responsible for paying each water and/or wastewater service account on the water distribution system, both inside and outside city limits, of the water enterprise owned by the city of St. Helena.
- c. "Owner" means the legal property owner of a parcel.
- d. "Tenant" means the leaseholder of a house, apartment, condominium or similar residential dwelling OR the owner of an individual mobile/manufactured home.

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
		Page 2 of 7

2. Rules and Regulations Generally

- a. Bills for water and/or water waste charges will be invoiced by the City on a bi-monthly basis. Invoices will be prepared after the 10th of each month, but no later than the 15th of each month.
- b. All bills are due within ~~thirty~~ thirty-two (302) days from the date of billing.

3. Responsibility for payment of charges

- a. All water charges shall be billed to the person making application for water service, unless requested by the owner to be billed differently. Where allowed by law, all shall be the responsibility of the owner of the premises upon which the charges fixed are levied and assessed or their successor in interest.

~~4. Enforcement – Penalty & Interest upon delinquency (after 30 days)~~

- ~~a. Bills delinquent after thirty (30) days. Upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City.~~
 - ~~i. Impose a penalty for delinquency of ten percent (10%) on the amount delinquent.~~
 - ~~ii. Assess interest in the amount of one percent (1%) per month or fraction thereof on the amount delinquent from the date on with the bill remittance first became delinquent until paid.~~

4. Enforcement – Penalty & Interest upon delinquency (after 45 days)

- a. Bills delinquent after forty-five (45) days. Upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City.
 - i. Impose a penalty for delinquency of ten percent (10%) on the amount delinquent.
 - ii. Assess interest in the amount of one percent (1%) per month or fraction thereof on the amount delinquent from the date on with the bill remittance first became delinquent until paid.

~~5. Enforcement – Reminder notice of delinquency (after 45 days)~~

- ~~a. Bills delinquent after forty-five (45) days upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action shall be taken by the City.~~
 - ~~i.iii. Customers will receive a reminder notice by mail for the amount delinquent, which will include a Hardship Agreement form to set up a payment plan if needed.~~

6.5. Enforcement – Final Notice of delinquency (after 60 days)

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
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- a. Bills delinquent after sixty (60) days upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City to enforce such payment after such bill became delinquent.
 - i. Customers will receive a reminder notice by mail for the amount delinquent. In addition, a copy of the letter will be left at the service address in a prominent and conspicuous location. This will include:
 1. The customer's name and address.
 2. The amount of the delinquency.
 3. The date by which payment or arrangement for payment is required to avoid discontinuation of residential service.
 4. The procedure and form to file for a Hardship Extension Request (Payment Plan).
 - a. 12 months is the maximum breakdown of payments allowed.
 - b. These payments must be made in addition to any future water bills due.
 - c. No penalties or interest will accrue if the payment terms defined are met.
 - d. Failure to meet the terms of the agreement could result in disconnection of the premises from the water system for non-payment and/or could cause action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court.
 5. The procedure and form to file for an Appeal with City Council.
 - a. All forms are to be given to the City Clerk or designee for review and tracking.
 - b. The City Manager has the authority to resolve specified appeals up to \$2,000.00. The City Council has the authority to resolve appeals over \$2,000.00.
 - c. Service will not be interrupted while the appeal is pending
 - d. No penalties or interest will accrue while the appeal is pending.
 6. The telephone number of the City of St. Helena Water Department representative who can provide additional information or institute arrangements for payments.
- b. **Notice to Tenants.** If there is a landlord-tenant relationship between residential occupants and the owner, manager, or operator of the property, the City shall also

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
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make reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection.

- i. If tenants reside in a multi-unit complex served through a master meter, written notice shall be hung on the door of each residence. The written notice will advise the tenants/occupants that they have the right to become customers of the City of St. Helena without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent changes for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the City of St. Helena, or if there is a physical means legally available to the City, of selectively terminating service to those occupants who have not met the requirements for service, the City will make service available to the occupants who have met those requirements. Such notice shall be given at least 15 days before water service is shut off, in accordance with the following provisions.
 - ii. If tenants reside in an individually metered residence, the written notice shall advise the tenants/occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. For the amount due on delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments. Such notice shall be given at least 15 days before water service is shut off, in accordance with the following provisions.
- c. Specified Properties not Subject to Disconnection.** Properties that meet all the following requirements are not subject to disconnection:
- i. The customer, or tenant of the customer, submits to the City a primary care provider certification, as defined in Welfare and Institutions Code section 14088(A)(1)(b), such as that discontinuation of service would be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where the service is provided.
 - ii. The customer demonstrates that they are financially unable to pay for the service within the City's normal billing cycle. A customer may be deemed financially unable to pay if:

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1. Any member of the customer's household is a current recipient of CalWORKs, Cal Fresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children; or
 2. The customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 3. The customer is willing to enter into a Hardship Agreement consistent with the City's written policies, with respect to all delinquent charges.
- d. Options for Specified Properties.** Prior to discontinuation of water services for delinquent payment, properties that meet the requirements of subdivision 3 of this section shall be offered the option to apply for a Hardship Agreement for the unpaid balance consistent with the City's Disconnection of Water Service for Nonpayment Policy.
- e. Disconnection for Specified Properties.** Properties on a Hardship Agreement may have water service discontinued if, after the City posted a notice that meets the requirements of Subdivision 1 of this section on the property at least 5 business days before discontinuation, the customer:
- i. Fails to comply with a Hardship Agreement for delinquent charges for 60 days or more; or
 - ii. Does not pay current service charges for 60 days while on a Hardship Agreement for delinquent charges.

7.6. Enforcement – Discontinuance of Service upon delinquency

- a.** Bills delinquent after seventy (70) days upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City.
 - i. City Staff will make courtesy calls to the customer informing them if payment is not received their water service will be shut-off for non-payment.
 - ii. The Finance Department will inform the Water Distribution department of each account to be shut-off for non-payment.
 - iii. If the Water Distribution department has been dispatched to shut-off water service, a shut-off fee shall be assessed to the fees that are due and payable.
 - iv. Service will not be restored until full payment has been made or a Hardship Agreement has been approved by the Finance Director, or designee.

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- v. Failure to pay can cause an action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court.

- b. **Disconnection While Awaiting Appeal.** The City shall not discontinue water services while an appeal of a water bill from that residence is pending.
- c. **Post-Termination Procedures.** The City shall provide any disconnected customer with information on how to restore service.

8.7. Enforcement – Reconnection Fee

- a. **Reconnection of Service:** In order to resume or continue service that has been disconnected for non-payment, the customer must pay a reconnection fee. The City will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next working day following payment of any past due amount, delinquent fees attributable to the termination of service, and a deposit for reconnection of the account. Water service that is turned on by any person other than City personnel without City authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.
- b. **Reconnection of Service After Business Hours:** Service restored after 4:00pm Monday through Friday, or on weekends or holidays will be charged an after-hours reconnection fee. Service will not be restored after regular business hours unless the customer has been informed of the after-hours reconnection fee and following payment of any past due amount, delinquent fees attributable to the termination of service, and a deposit for reconnection of the account. The after-hours reconnection fee is in addition to the regular reconnection fee and the late charge for a past due account. Customers requesting reconnection of service after business hours will contact the St. Helena Police Dispatch non-emergency number to arrange for payment of any past due amount, delinquent fees attributable to the termination of service, and a deposit for reconnection of the account.

Sometimes water service is discontinued because the service is a new account the City has not received a request to establish service. If service is being restored after regular business hours because the customer has yet to establish service, the customer must agree to contact the Water Department to establish service the next business day.

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If service is discontinued for any reason not identified above, the customer is advised to contact the Water Department to resolve the issue as quickly as possible. No after-hours reconnection fee will be charged in this instance.

- c. For customers who demonstrate they are financially unable to pay in accordance with this code section 13.04.30(E)(1), the reconnection fee shall be set at the actual cost of reconnection. Such reconnection fee shall not exceed \$50 during normal operating hours or \$150 during nonoperational hours.



Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Public Works

DATE:	July 22, 2025
FROM:	Dave Jahns, Director of Community Services, Rebecca White, Administrative Assistant
SUBJECT:	Consideration of a resolution authorizing (1) temporary closures of portions of Adams Street, Allyn Avenue (local traffic only), Kearney Street, Stockton Street, and Tainter Street from 11:00 a.m. to 6:00 p.m. on Sunday, September 28, 2025, for the proposed Saint Helena Porchfest; and (2) authorizing mobile food vendors to operate on the closed portions of the event footprint.
RECOMMENDED ACTION:	Review the event proposal and consider approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	This item was previously presented to the Council as a discussion item on June 24, 2025 .
STATEMENT OF THE PURPOSE:	Consider authorization of road closures on portions of Adams Street, Allyn Avenue (local traffic only), Kearney Street, Stockton Street, and Tainter Street; and the operation of mobile food vendors on the closed portions of the streets for Saint Helena Porchfest.
FINANCIAL IMPACT:	Due to the event being community-focused and free to attend, the event organizers have requested a fee waiver of the permit fees. All other associated expenses, including direct staffing time needed to support the event, will be paid for by the organizing committee. Waiving of permit fees is at the discretion of the City Manager and totals \$1,300 for one encroachment permit and one road closure permit.

BACKGROUND:

Napa Valley Music Alliance is a community-based organization, dedicated to the advocacy, planning, and organizing of music and arts events throughout the Napa Valley while strengthening cultural and community bonds.

Napa Valley Music Alliance is proposing to organize Saint Helena Porchfest, tentatively scheduled for Sunday, September 28, 2025. Porchfest is a free community event where local musicians perform from the front porches of residential homes, creating a walkable, community-centric music experience throughout participating neighborhoods. Attendees are encouraged to embrace the walkability of the area, visit multiple performances, and enjoy the historic architecture of the highlighted residences. Similar

events have taken place in various communities throughout the country, with the most immediate being hosted in Napa from 2011-2023. Below is a high-level summary of the proposed event:

Event Details:

- Date: Sunday, September 28
- Location: 12-15 porches within Adams/Kearney/Stockton/Tainter neighborhood
- Time: Event 12:30pm – 5:00pm
- Road Closures: 11:00am – 6:00pm
- Various genres of music, staggered set times
- Food vendors in various locations within the event footprint
- No alcohol sold or open containers permitted

Proposed Hard Road Closures:

- Adams St., from Oak to Allyn
- Kearney St., from Adams to northern property line of 1407 Kearney
- Tainter St., from Oak to Stockton
- Stockton St., from Pine to Spring
- *Additional streets will be designated local traffic only. Please see included maps packet*

The organizing committee presented their initial concept at the May 5, 2025, Parks and Recreation Commission meeting. After receiving feedback and discussing with City Staff in the Fire, Parks and Recreation, Police, and Public Works Departments, the organizers made several modifications and resubmitted a request for encroachment, amplified sound, and road closure permits.

The organizing committee presented their updated event proposal at the June 16, 2025, Parks and Recreation Commission meeting. The commission reviewed the proposal, received community feedback, and approved a motion (4-0, 1 absent) to recommend approval of the event with the following conditions:

- Recommendation to not waive permit fees until non-profit status is confirmed with the state and IRS
- Confirm appropriate insurance levels are in place in accordance with CIRA and City Attorney's office
- Further explore parking considerations
- Confirm Public Safety departments are comfortable with the event, even if attendance were to reach unexpected numbers

Staff and the event organizers presented City Council with information for discussion on June 24, 2025, as the proposed event will require both hard street closures and limited-access closures to local traffic only, in order to ensure the safety of attendees. Additionally, the event organizers plan to include mobile food vendors located on public streets within the closure areas. Per the municipal code, both the street closures and

the operation of mobile food vendors on public rights-of-way are subject to City Council approval. Following discussion and feedback at the June 24 meeting, staff is bringing the item back for the Council's formal consideration and direction.

DISCUSSION:

Following the presentation and discussion at the June 24 City Council meeting, the organizing committee made modifications and provided additional information as requested by the City Council. Below is a summary of information and clarifications provided since the June 24 City Council Meeting:

- **Non-Profit Status:** Organizing committee clarified that their nonprofit status has been received and recognized by the State. 501c3 status is still pending with the IRS.
- **Financial Details:** Organizing committee will be available to provide an overview of their budget at the July 22 meeting. They have shared with staff that they have secured approximately \$14,450 in pledged sponsorship and donations, with an estimated budget of approximately \$27,500. If the goal is not met, the organizers would make the determination to pay out-of-pocket for the balance, scale back the scope, or cancel/postpone the event. Staff has requested that organizers provide regular updates on their fundraising status leading up to the event.
- **Insurance Requirements –** The standard City insurance requirement for an encroachment permit is \$1 million general liability per occurrence. Based on the nature of this event and an estimated attendance over 1,000 attendees, the City's insurance provider and attorney's office have recommended an insurance requirement of \$2 million per occurrence, with the City being named an additional insured and granting the City a waiver of subrogation. A copy of the insurance certificate with appropriate coverage levels will be provided prior to staff issuing an encroachment permit.
- **Street Closure Map -** Organizers shortened the proposed hard road closure on Kearney to only include the first house at the southern end of the block. A limited-access (local traffic only) closure would be implemented at the intersection of Kearney and Pine. An organization representative will be staged at the intersection to support directing local traffic into/out of that area. All locations that include participating porches will remain protected by hard closure barricades, to prevent any vehicles (other than emergency personnel) from entering the event footprint.
- **Clean-Up and Breakdown Plan –** The organizers will be contracting with Bay Area Traffic Solutions, Upper Valley Waste Management, Green Mary, and a portable toilet provider. Contracts will be between Napa Valley Music Alliance and the various companies, but copies of finalized contracts will be provided to

City Staff to insure there are steps in place to return the event footprint back to its normal status at the conclusion of the event

- Parking – Event organizers plan to follow the same parking protocols that are put into place by other community events that draw large crowds, such as Harvest Festival and 4th of July. There will not be designated parking locations established, but volunteers will be on-hand at the event perimeter to direct patrons to various public parking locations.

Staff and the event organizers will be present on July 22 to answer questions and provide additional information as needed. Should Council approve the road closure and mobile food vendor requests, staff would then proceed with the process to issue encroachment, noise, and road closure permits.

Residents on or within 300 feet of the proposed street closures received notification of this item being heard by City Council on July 22, 2025, either by email or by flyer left at their residence in instances where an email address was not available.

ENVIRONMENTAL REVIEW:

Organizers will follow all stipulations put in place by the City's Environmental Services division. This includes but is not limited to proper trash/recycling collection and disposal, placement and containment of portable toilets, and any necessary protections for potential storm drain run-off.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Draft Resolution](#)

[Maps Packet](#)

[Porchfest Host Agreement](#)

[Saint Helena Porchfest 2025 Traffic and Pedestrian Control Plan](#)

[Insurance Requirements for Porchfest Event](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution Authorizing (1) Temporary Closures of Adams Street, Kearney Street, Tainter Street, Stockton Street, and Allyn Avenue from 11:00 a.m. to 6:00 p.m. Sunday, September 28, 2025, for St. Helena Porchfest; and (2) Authorizing Mobile Food Vendors to Operate on the Closed Portions of the Street for St. Helena Porchfest.

RECITALS

- A. Napa Valley Music Alliance is planning St. Helena Porchfest for September 28, 2025; and
- B. St. Helena Porchfest is a free, family-friendly, alcohol-free event where local musicians perform from the porches of residential homes creating a walkable, community-centric music experience throughout participating streets; and
- C. Napa Valley Music Alliance has requested temporary closures of Adam Street from Oak Avenue to Allyn Avenue; Kearney Street from Pine Street to Adams Street; Tainter Street from Oak Avenue to Stockton Street; Stockton Street from Pine Street to Spring Street; and Allyn Avenue from Pine Street to Tainter Street for the event; and
- D. Closure of city streets will ensure the safety of attendees and performers of the St. Helena Porchfest; and
- E. A request has been made to allow for mobile food vendors to park and operate on the closed portions of the streets; and
- F. Section 21101(e) of the California Vehicle Code provides that local authorities may, by resolution, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of City streets for St. Helena Porchfest outweigh the anticipated inconveniences to the neighborhood and citizens, and authorize the closures of Adams Street, Kearney Street, Tainter Street, Stockton Street, and Allyn Avenue from 11:00 a.m. to 6:00 p.m. on Sunday, September 28, 2025.
2. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.
3. Authorize mobile food vendors to park and operate on the closed portions of streets for St. Helena Porchfest.
4. The City Manager is directed to provide reasonable levels of City Staff support to accomplish the closure of streets and related activities.

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

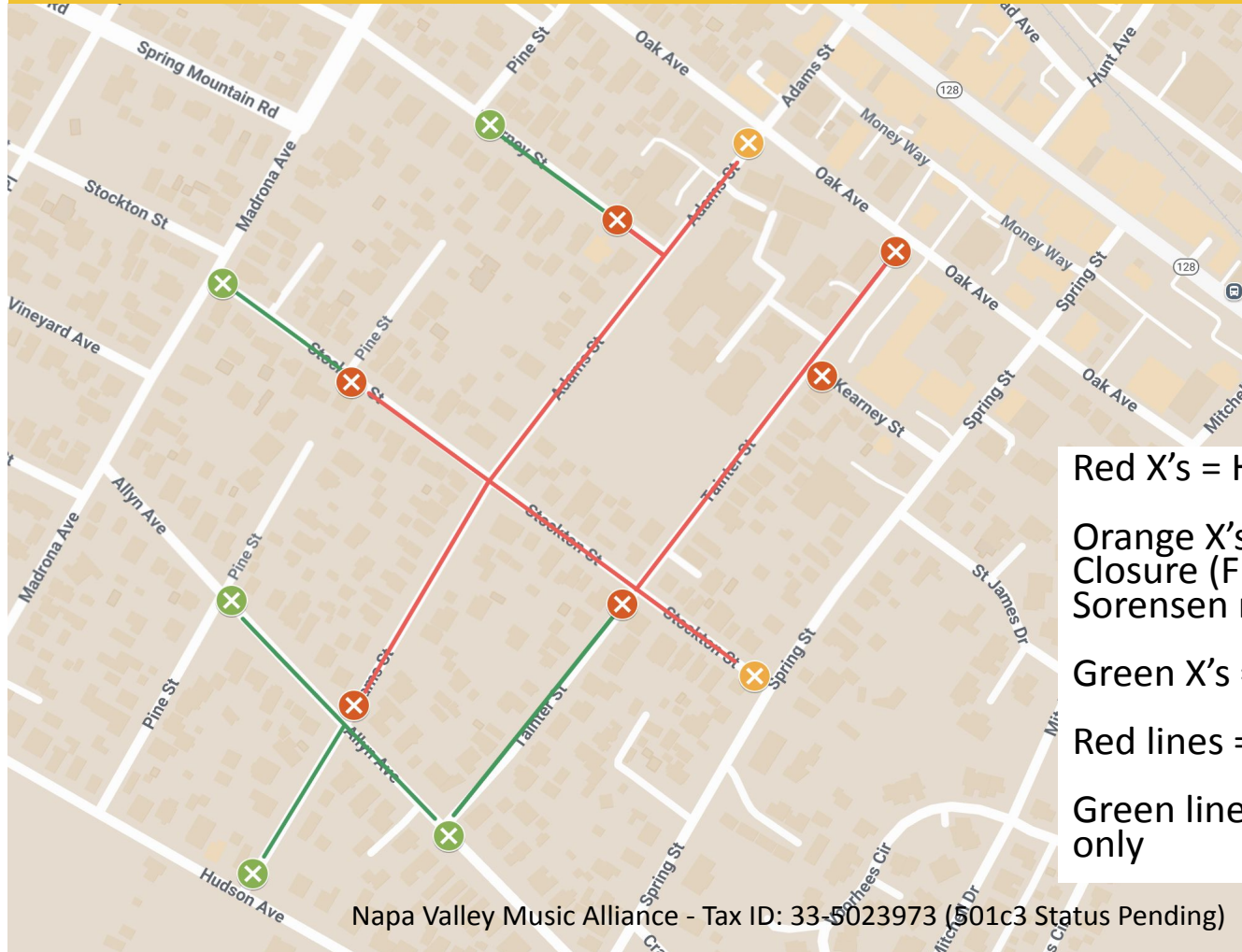
Erika Opp, Acting City Clerk

A vibrant, painterly illustration of a Napa Valley landscape. The scene features rolling hills with rows of vineyards, a bright sun in a hazy sky, and distant mountains. Musical notes and treble clefs are scattered throughout the scene, floating in the air and resting on the landscape. In the foreground, the bodies of an acoustic guitar on the left and a violin on the right are visible, partially overlapping the landscape. The overall color palette is warm, dominated by yellows, oranges, and greens.

Napa Valley Music Alliance

Napa Valley Music Alliance is a nonprofit organization dedicated to the advocacy, planning, and organizing of music and arts events in the Napa Valley while strengthening cultural and community bonds.

Proposed Road Closures



Red X's = Hard closure

Orange X's = Movable Hard Closure (Fire Chief John Sorensen recommendation)

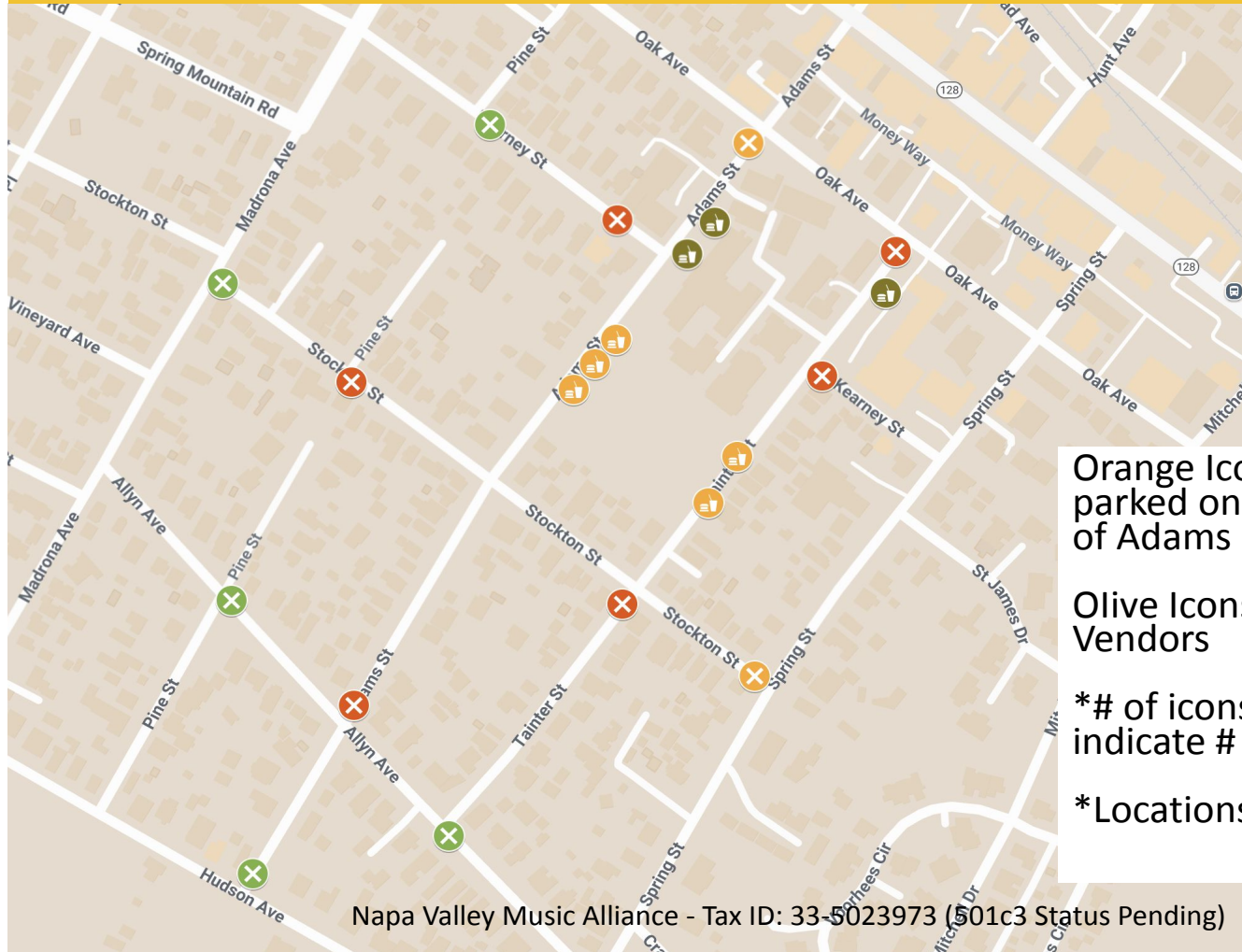
Green X's = Soft Closure

Red lines = No cars

Green lines = Local traffic only

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Food Truck / Popup Locations



Orange Icons = Food Trucks parked on Carpy Field side of Adams and Tainter

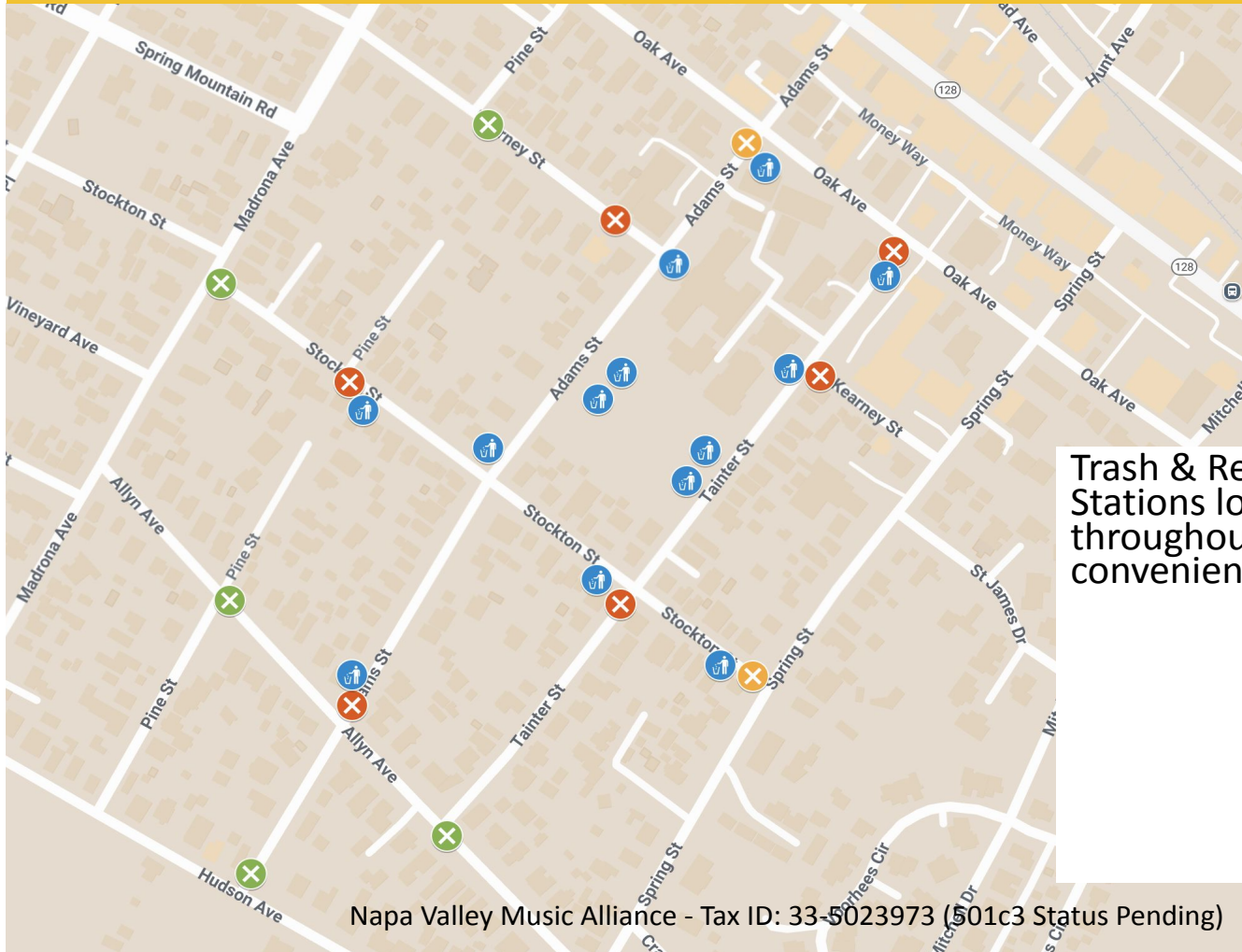
Olive Icons = PopUp Food Vendors

*# of icons does not indicate # of food vendors.

*Locations still TBD

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Waste Recycling Management



Trash & Recycling Sorting Stations located throughout the event for convenience.

Restrooms

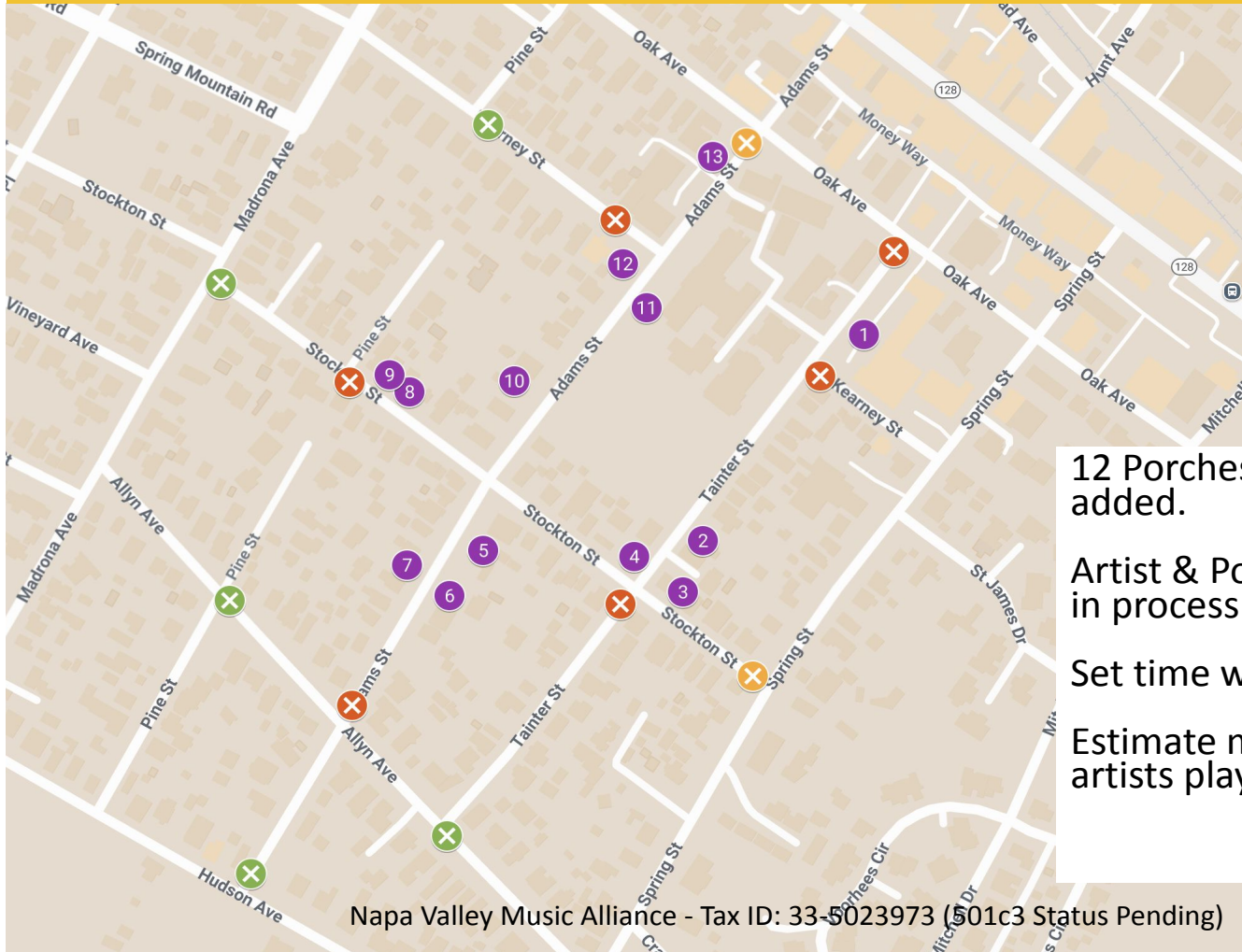


Local facilities & Portable bathrooms & handwashing stations will be provided.

*Number of icons does not indicate the number of porta potties, just proposed locations.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Current Porches



12 Porches, up to 3 may be added.

Artist & Porch selection still in process

Set time will be staggered

Estimate maximum of 6-9 artists playing at 1 time.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)



Thank you!

Napa Valley Music Alliance presents: Saint Helena Porchfest 2025 – Porchfest Host Agreement

Event Date: Sunday, September 28, 2025

Event Time: 12:30 PM – 5:00 PM

Resident: _____

Address: _____

Phone: _____

Email: _____

This Agreement is entered into between **Napa Valley Music Alliance** (hereinafter referred to as "Organizer") and the undersigned property owner or resident (hereinafter referred to as "Host") for participation in the Saint Helena Porchfest 2025. Pending City of Saint Helena Council approval Host agrees to the following:

1. Host Responsibilities

- **Performance Space:** Host agrees to provide a safe and accessible space (e.g., porch, driveway, front yard) for musical performances during the event.
- **Utilities:** Host will provide access to electrical power (standard outdoor outlet) for performers. Hosts are encouraged to provide drinking water for performers.
- **Presence:** Host or a designated representative must be present at the property during the assigned performance times to assist with any needs and ensure the smooth operation of the event.
- **Artist Accommodation:** Due to road closures, performers are asked to complete the dropping off of any equipment requiring a vehicle before 11AM. Please provide a location where equipment can be stored during this time. Vehicles will not be allowed on

the roads again until after Porchfest finishes. Artists may need to keep equipment at your porch until roads open and they can get a vehicle to your residence. Artists will be responsible for their equipment.

- **Audience Accommodation:** Host may or may not allow attendees to congregate on their lawn or property to view performances at their discretion.
- **Communication:** Host will coordinate with assigned performers prior to the event to discuss setup, equipment needs, and any specific considerations.
- **Signage:** Host is encouraged to create and display a Porchfest sign to identify their participation in the event.

2. Safety and Compliance

- **Permits and Regulations:** Hosts acknowledge that the Organizer has obtained necessary permits for the event. Hosts agree to comply with all local laws and regulations, including noise ordinances. Any activities held by the homeowner outside of the St. Helena Porchfest hours are not covered by our permits and insurance.
- **Set Times:** Hosts will enforce strict adherence to assigned performance times. Performers must conclude their sets promptly to prevent overlap and sound bleed into adjacent performances. Each porch will have a break between performers. This is by design. Performers must stay within their set times. Violation of this may result in the Organizer shutting the performance down and may result in the artist not being allowed to participate in future events.
- **Neighbor Notification:** Hosts are encouraged to inform immediate neighbors of their participation in Porchfest at least two weeks prior to the event.
- **Food / Drinks:** It is recommended that porch hosts not serve/sell food or drinks to the public.
- **Drug / Alcohol:** This is a family friendly event. Host agrees not to serve the general public alcohol, cannabis, or other mind altering substances.

3. Liability

- **Participation Acknowledgment:** Porchfest is a community-driven event, and by volunteering to host, you acknowledge that you're doing so at your own discretion. While we do everything we can to make the day safe and enjoyable, the organizers aren't

responsible for any personal injury, property damage, or loss that may occur during the event.

- **Insurance Reminder:** We encourage all porch hosts to check with their homeowners or renters insurance provider to ensure they're comfortable with their coverage when welcoming guests and musicians.
- **Shared Responsibility:** By participating, you agree to help keep the event safe and respectful, and to hold the organizers harmless from any unexpected issues that might arise related to your property or activities during Porchfest.

4. Cancellation

- **Event Cancellation:** The Organizer reserves the right to cancel the event due to unforeseen circumstances, including but not limited to inclement weather or public safety concerns.
- **Host Cancellation:** If a Host needs to withdraw from participation, they must notify the Organizer as soon as possible to allow for adjustments in scheduling.

5. Agreement and Signature

By participating, the Host agrees to the terms and conditions outlined in this Agreement.

Please review this Agreement carefully. If you have any questions or require further clarification, feel free to reach out to the Organizer at alex@sainthelenaporchfest.com.

We appreciate your generosity in opening your space to the community and contributing to the success of the first annual Saint Helena Porchfest!

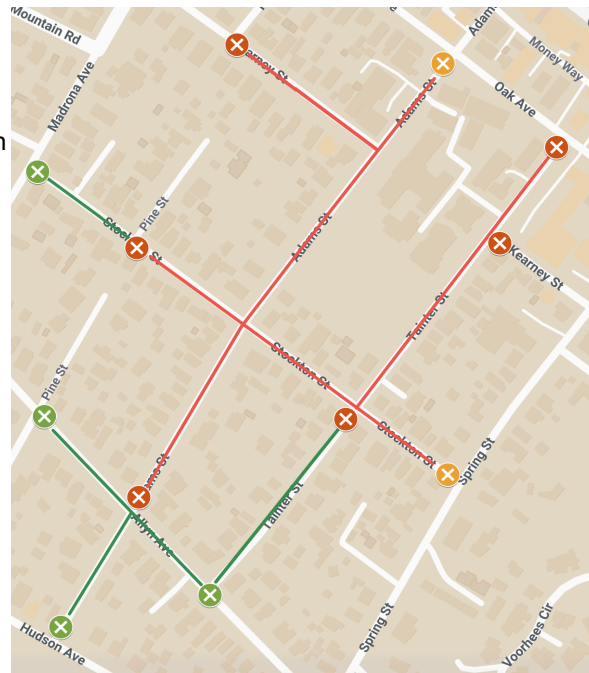
2025 St. Helena Traffic or Pedestrian Control Plans

The first annual **Saint Helena Porchfest** will be held on **Sunday, September 28, 2025**, from **12:30 PM to 5:00 PM**. The event features live music performances on residential porches within a walkable, closed-street footprint.

Please see attached quote from Bay Area Traffic Solutions (BATS).

Road Closures:

- **Closure Times:**
Road closures will begin at **11:00 AM** and end at **6:00 PM** on the day of the event.
- **Hard Closure Locations (proposed):**
Hard closure points prevent cars from entering the Porchfest Zone. Emergency vehicle access provided at 2 points noted below as “movable”, at the recommendation of Fire Chief John Sorensen.
 - Oak & Adams (Movable)
 - Pine & Kearney
 - Pine & Stockton
 - Adams & Allyn
 - Tainter & Stockton
 - Stockton & Spring (Movable)
- **Soft Closure Locations (proposed):**
The following intersections contain soft closure points. This will limit traffic to local residents and prevent visitors from parking on these streets.
 - Madrona & Stockton
 - Pine & Allyn
 - Adams & Hudson
 - Tainter & Allyn



Resident and Vehicle Access:

- **Restricted Access:**
For the safety of attendees streets within the Porchfest zone will be restricted to emergency vehicle access only between 11:00 AM and 6:00 PM.
 - **Parking:**
No non-residential vehicle parking will be permitted within the closed event area. Attendees shall park outside the closed zone and walk in.
-

Pedestrian and Event Flow:

- **Event:**
The event area is designed to be fully walkable and accessible for wheelchair users and ADA compliant.
 - **Food Truck Zones:**
We have established designated areas for food trucks within the enclosed event footprint. Positioning the food trucks at different locations will effectively reduce congestion and promote a more enjoyable environment for attendees.
-

Staffing and Safety:

- **Volunteer Staffing:**
 - Two volunteers will be stationed at each road closure point from **10:00 AM to 6:00 PM.**
 - Volunteers will monitor access, provide directions, and assist with pedestrian safety.
- **Law Enforcement:** Local Saint Helena Police Department officers will be on regular duty and available for any emergency response if required. Opportunity for community policing. Officers on bikes, handing out stickers, and other forms of community engagement.
- **Indecent Response:** The St Helena Porchfest Committee is organizing a “Neighborhood Ambassador” team. Contact information will be provided to residents within the event zone. This team will respond to any incident or concerns that may occur during the event.

- **Emergency Response:** St Helena Fire Department and American Medical Response will be on regular duty and available for any emergency to respond if required
 - **Signage:**
 - No additional detour signage will be provided.
 - No special internal signage is required within the pedestrian zone.
-

Public Communication:

- **Resident Notification:**

All affected residents within the closure area will receive a **printed mailer** prior to the event, outlining road closure times, safety information, event details, and contact information for the Neighborhood Ambassadors..
- **Public Maps:**
 - Digital event maps showing closures, porch locations, and food trucks will be available on the **Saint Helena Porchfest website**.
 - Maps will also be available at the Information Booths during the event.

Insurance Requirements for Porchfest Special Event

Insurance. Applicant shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Applicant's special event operation. The cost of such insurance shall be borne by the Applicant. These requirements replace and supersede the insurance requirements found on the City's Encroachment permit Application.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the City of St. Helena (City) requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City of St. Helena, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Applicant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Applicant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10, CG 20 12 or CG 20 26

Primary Coverage. For any claims related to this contract, the Applicant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the 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 the Applicant's insurance and shall not contribute with it.

Notice of Cancellation. Applicant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of

Insurance Requirements for Porchfest Special Event

any cancellation or reduction in coverage or limits of any insurance, Applicant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation. Applicant hereby grants to City a waiver of any right to subrogation which any insurer of said Applicant may acquire against the City by virtue of the payment of any loss under such insurance. Applicant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Applicant shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Applicant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Verification of Coverage. Applicant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Applicant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors. Applicant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. If a subcontractor will be serving or selling alcohol, and its approved by the City, the subcontractor's insurance must include Liquor Liability coverage of not less than \$2,000,000 per occurrence.

Special Risks or Circumstances. City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

If I fail to secure such insurance, the City may, at its option, secure such insurance and I will be responsible to reimburse the City for the expenses incurred.

Insurance Requirements for Porchfest Special Event

I certify that I have the authority to enter into this agreement, which modifies the City of St. Helena Special Event Insurance requirements, on behalf of myself or the entity/organization listed below, and that I am executing this agreement for myself or on its behalf.

DATED this _____ day of _____, 2025

Applicant Signature

Name of Organization (if applicable)

Applicant Name

City Staff Signature

Title

City Staff Name

Item 12.1 – Saint Helena Porchfest

Consideration of a resolution authorizing (1) temporary closures of portions of Adams Street, Allyn Avenue (local traffic only), Kearney Street, Stockton Street, and Tainter Street from 11:00 a.m. to 6:00 p.m. on Sunday, September 28, 2025, for the proposed Saint Helena Porchfest; and

(2) authorizing mobile food vendors to operate on the closed portions of the event footprint



Background

- Free community event; Live music on residential porches
- Various communities; Napa from 2011 - 2023
- Organized by local organizing committee
- P&R Commission discussion on May 5 and June 16
- City Council discussion on June 24
- Organizers have submitted a request for encroachment, amplified sound, and road closure permits
- Final review and authority to implement road closures and mobile food vendors at the discretion of City Council

Overview

Proposed Framework

- Date: Sunday, September 28
- Location: 12-15 porches in the Adams/Kearney/Stockton/Tainter neighborhood
- Event Time: 12:30pm – 5:00pm
- Road Closures: 11:00am – 6:00pm
- Various genres of music; Staggered start times
- No alcohol sold at the event

Overview

Proposed Road Closures

- Adams Street, from Oak to Allyn
- Kearney St., from Adams to 1407 Kearney
- Tainter St., from Oak to Stockton
- Stockton St., from Pine to Spring
- *Additional streets designated as local traffic only*
- 11am – 6pm
- Hard closures - water filled barriers.
Strategic locations for emergency access



Parks and Recreation Commission

June 16 - Commission recommended approval (4-0, 1 absent), of the event with conditions:

- Recommended to not waive permit fees until non-profit status finalized and confirmed
- Confirm insurance levels in place in accordance with City's insurance provider and attorney's office
- Explore a plan to address immediate parking within the vicinity
- Confirm Public Safety are comfortable moving forward with the event, even if event reaches unexpected turnout

Summary of Changes Since June 24

Non-Profit: Non-profit status application received and accepted by state. 501c3 status pending with IRS

Financials: Estimated Budget of \$27,500. Raised \$14,500 to date.

Insurance Requirements: \$2 million general liability insurance; City named as additional insured, and waiver of subrogation

Street Closures: Shortened hard closure to include only a small portion of Kearney

Clean-Up: Contracts with traffic control, waste management, green event, and portable toilet company

Parking: Follow protocols and logistics of other large community events such as Harvest Festival and 4th of July

The background of the slide is a vibrant, painterly illustration of a Napa Valley landscape. It features rolling hills with rows of vineyards, a bright sun in a hazy sky, and distant mountains. Scattered throughout the scene are various musical notes and symbols, including treble and bass clefs. In the bottom left corner, an acoustic guitar is partially visible, and in the bottom right corner, a violin is shown. The overall color palette is warm, dominated by yellows, oranges, and greens.

Napa Valley Music Alliance

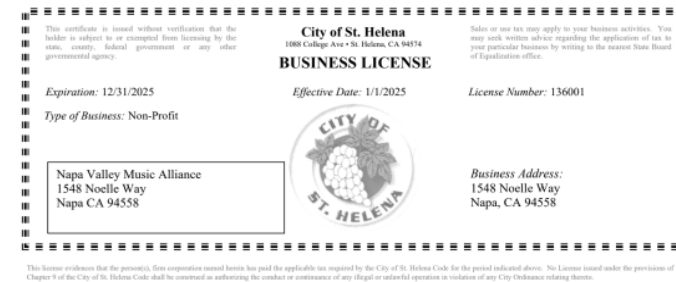
Napa Valley Music Alliance is a nonprofit organization dedicated to the advocacy, planning, and organizing of music and arts events in the Napa Valley while strengthening cultural and community bonds.

Rachael Clark
Alex Weeks

July 22, 2025

NVMA Overview

- Napa Valley Music Alliance (NVMA)
 - State of CA registered Non-Profit Corporation
 - Incorporated 5/9/2025
 - CA Entity ID B20250110815
 - Federal Tax ID: 33-5023973
 - City of St. Helena Business License: 136001
- 501c3 Tax Status pending
 - Submitted May 14th
 - IRS processing applications received before May 8th.



Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Napa Porchfest

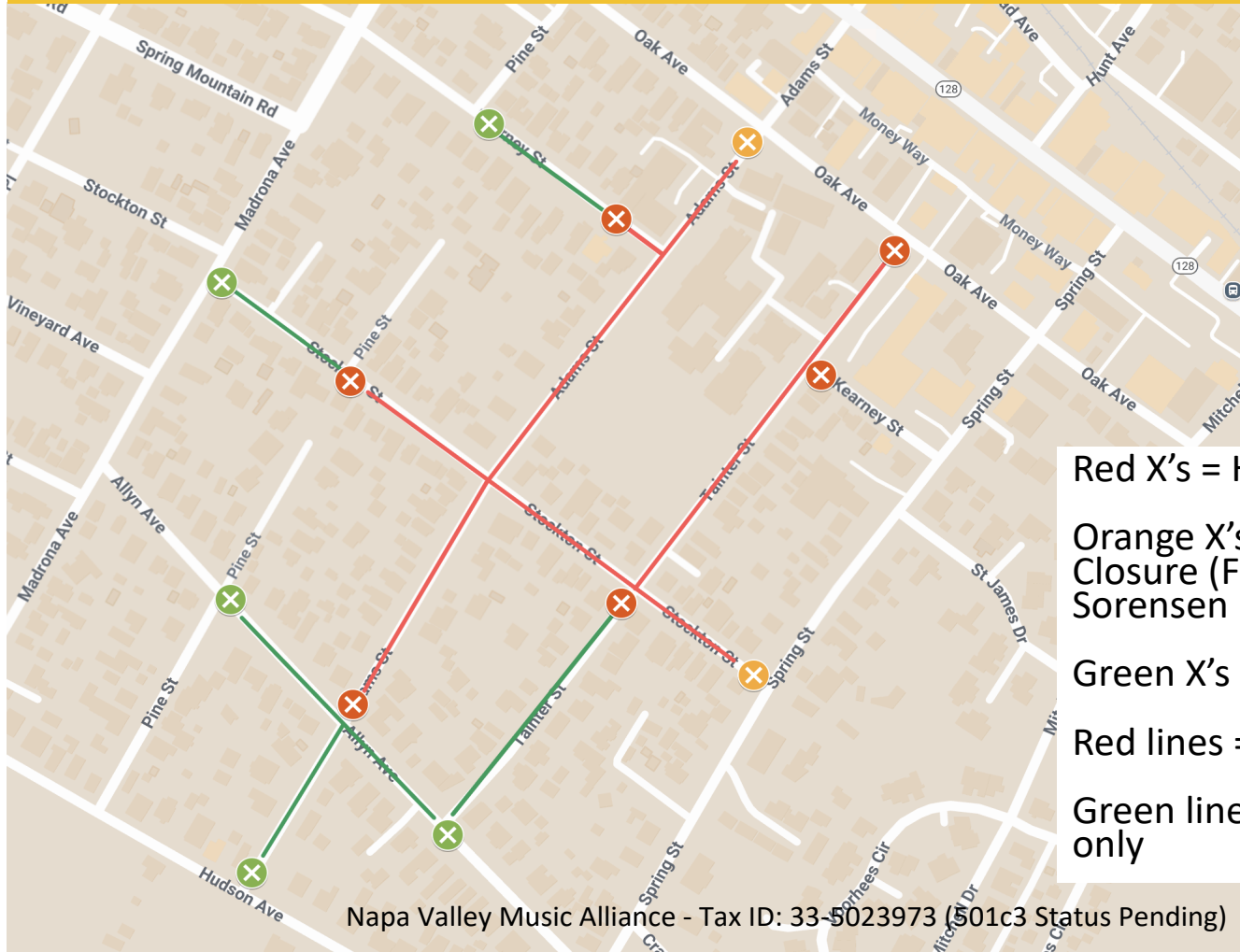
- Napa Porchfest started in 2011
 - First Porchfest west of the Mississippi
 - Last held in 2023
 - Potential September 28, 2025 Date
- 12 years without legal incident!
- Napa County Landmarks Partnership

St. Helena Porchfest

- 15 Porches
- 22 Bands (maximum)
 - Jazz, String Quartet, Rock, Funk, Mexicana, Folk, Delta Blues, Americana, R&B, World Percussion, and more!
 - Staggered set times: 12:30-2, 2-3:30, 3:30-5
- Local Food Trucks
- Feedback and participation with:
 - St. Helena Parks & Recreation
 - St. Helena Fire Department
 - St. Helena Police Department
 - The local community
- Grass roots movement
- Locally organized by St Helena & Napa County Residents

Comparison	Napa	St. Helena
# of Bands	Roughly 150	22
# of Porches	73	15

Proposed Road Closures



Food Truck / Popup Locations



Orange Icons = Food Trucks parked on Carpy Field side of Adams and Tainter

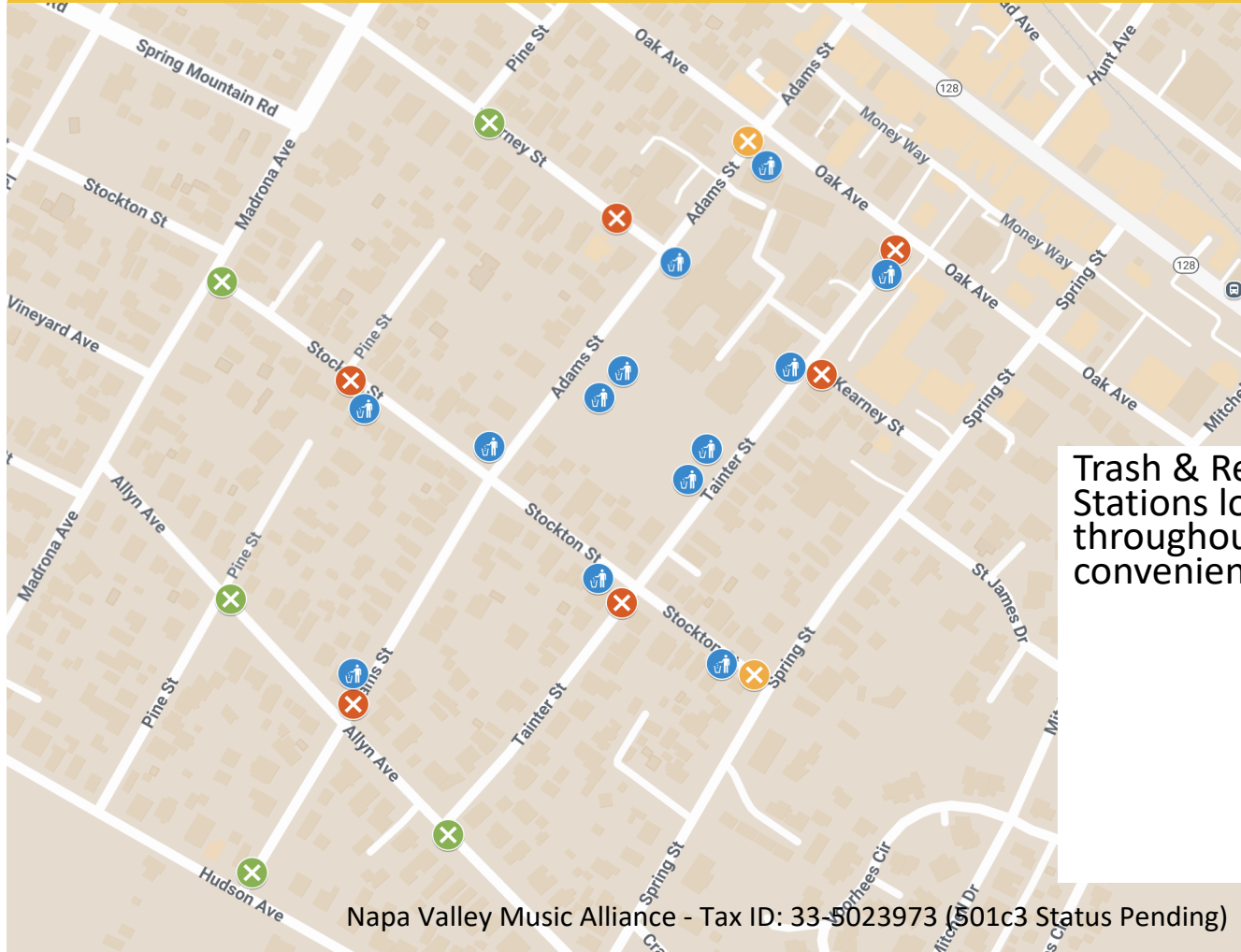
Olive Icons = PopUp Food Vendors

*# of icons does not indicate # of food vendors.

*Locations still TBD

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

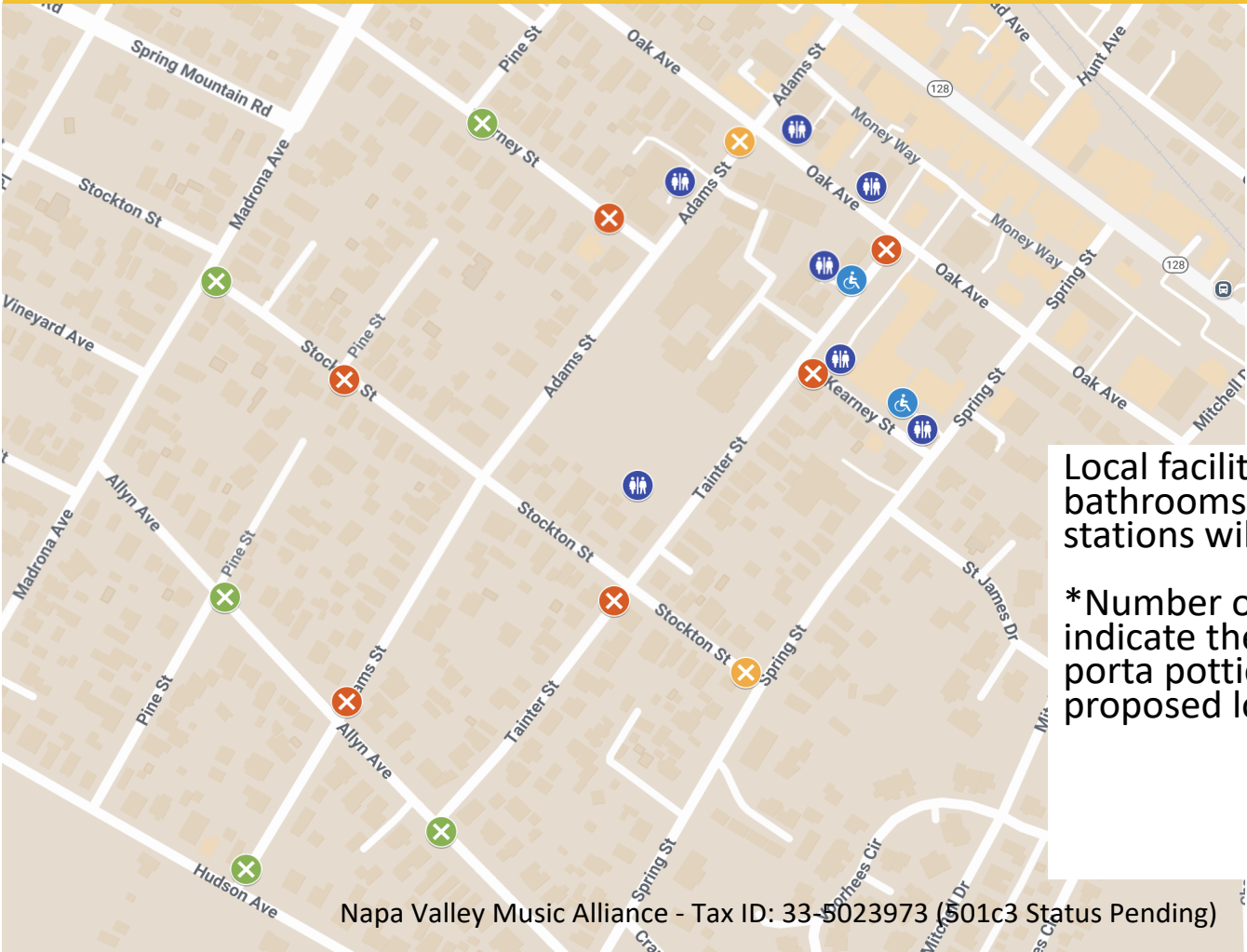
Waste Recycling Management



Trash & Recycling Sorting Stations located throughout the event for convenience.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Restrooms

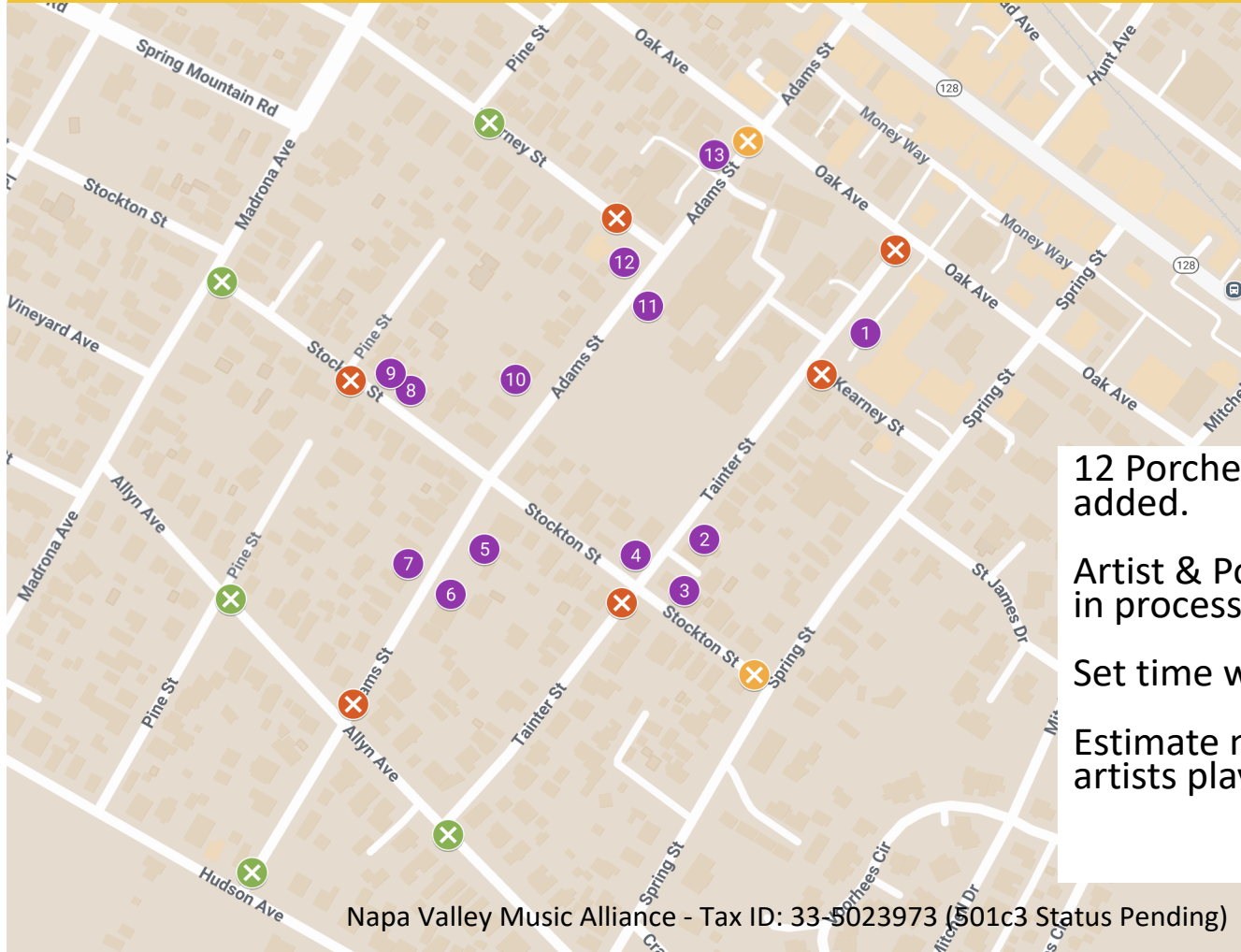


Local facilities & Portable bathrooms & handwashing stations will be provided.

*Number of icons does not indicate the number of porta potties, just proposed locations.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Current Porches



12 Porches, up to 3 may be added.

Artist & Porch selection still in process

Set time will be staggered

Estimate maximum of 6-9 artists playing at 1 time.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

2025 St Helena Porchfest Budget

- Estimated Budget \$27,560.85
 - Administrative Fees \$3,290.00
 - Logistics & Safety \$13,288.00
 - Merchandise \$6,389.38
 - Other Expenses \$4,593.48

- Income Goals \$31,805.00
 - Sponsorships \$21,500.00
(\$14,450.00 Raised)
 - Merchandise \$7,995.00
 - Food Trucks \$2,560.00

Liability

- Primary Coverage Through Event Insurance:
 - NVMA holds a general liability policy designed to cover bodily injury or property damage claims occurring during the event.
 - Current Insurance Policy exceeds City of St. Helena's requirements as of July 9th, 2025.
 - Policy can be updated should the City have any required changes
- City of St. Helena Coverage:
 - The City of St. Helena is listed as an named additional insured to manage liability claims arising from event-related incidents.
- Porch Hosts & Performers:
 - Participants (hosts and performers) acknowledge their roles and responsibilities, helping clarify expectations and minimize risk.
- Operational Risk:
 - The City bears no operational responsibility for the event; all planning, coordination, and management is handled by NVMA.

Sponsorship Levels



\$5000 Donation

- ★ Top billing on all promotional materials*
- ★ Logo and link on sponsor page
- ★ Featured thank-you post on social media
- ★ Opportunity to sponsor booth at event
- ★ 5 passes to VIP Event & 5 Shirts
- ★ Recognition in press releases and email newsletters



\$2000 Donation

- ★ Logo on promotional materials*
- ★ Logo placement and link on sponsor page
- ★ Featured thank-you post on social media
- ★ Opportunity to sponsor booth at event
- ★ 2 passes to VIP Event & 2 Shirts
- ★ Recognition in press releases and email newsletters



\$1000 Donation

- ★ Logo on promotional materials*
- ★ Logo placement and link on sponsor page
- ★ 2 Shirts
- ★ Thank-you post on social media
- ★ Recognition in press releases and email newsletters



\$500 Donation

- ★ Name listed on website sponsor page
- ★ Recognition in sponsor thank-you email
- ★ Social media group shoutout



\$250 Donation

- ★ Name listed on website sponsor page



\$100 Donation

- ★ Name listed on website sponsor page

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)



Item 12.1 – Saint Helena Porchfest

Review the event proposal and consider a resolution approving road closures and mobile food vendors



From: [Jennifer Johnston](#)
To: [Public Comment](#)
Subject: Fwd: Notice of Upcoming City Council Decision on Porchfest 2025 Street Closures
Date: Saturday, July 12, 2025 7:37:26 AM
Attachments: [Notice to Residents - Porchfest 7.11.25.pdf](#)

Dear City of St Helena,

My name is Jennifer Johnston and I live at 1550 Tainter Street, a proposed street closure for 2025 Porchfest. I wholeheartedly support the event and the street closures that accompany the event. I love the idea of the event and look forward to supporting it. What a great way to support the arts while helping to build our community. Please approve this event.

Thank you,

Jennifer Johnston
1550 Tainter Street
St. Helena

Begin forwarded message:

From: Rebecca White <rwhite@cityofsthelena.gov>
Subject: Notice of Upcoming City Council Decision on Porchfest 2025 Street Closures
Date: July 11, 2025 at 2:26:01 PM PDT

Dear Resident or Property Owner,

We are reaching out to inform you that the City Council will be making a decision on the street closures for the proposed 2025 Porchfest event, planned for Sunday, September 28, 2025, at the Regular City Council Meeting on July 22. Please find the attached letter with more details about the City Council meeting and the opportunity to provide public comment.

Thank you for staying informed and involved in your community.

Best,

REBECCA WHITE
ADMINISTRATIVE ASSISTANT
City of St. Helena | Department of Public Works
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 968-2658 | Mobile: (707) 312-2230 | rwhite@cityofsthelena.gov | <https://www.cityofsthelena.gov/publicworks>

PLEASE NOTE: The City of St. Helena has recently transitioned our website and email addresses from .org to .gov. My new email is white@cityofsthelena.gov



From: [Josh Phelps](#)
To: [Public Comment](#)
Subject: Proposed Porchfest Comments
Date: Saturday, July 12, 2025 10:20:38 AM

As a Stockton Street resident, I would like to voice my opinion about the proposed Porchfest event. Are any of the organizers residents of our neighborhood? Why did our neighborhood get selected for this? What value does this add for us as homeowners?

I am against this event happening. Our city has bigger things to worry about other than trying to throw concerts in the street (which desperately needs repair - let's tackle that!).

Josh



From: [Leslie Wilks](#)
To: [Public Comment](#)
Subject: Comments for meeting on July 22
Date: Wednesday, July 16, 2025 3:34:35 PM

Dear City Council Members,

Thank you for your thoughtful consideration regarding the Porchfest street closure request. I especially appreciate your attention to the safety and security of nearby homes and residents.

While Porchfest sounds like a fun idea, it raises serious concerns for property owners in the surrounding neighborhood. If damage occurs or someone is injured on or near private property, the liability would fall on residents who aren't organizing or supporting the event. This seems unfair and risky.

In Napa, Porchfest worked well because the streets are wider, there's more shade, and the event was centered near a large park with room for food trucks, music, and people to gather comfortably. Why not do something similar here? Reimagining this event as "Parkfest". Hosting it in Lyman Park, Library Lane, and the Oak Street area used for the Harvest Festival would be safer, more enjoyable for visitors, and more beneficial to local businesses.

I also have concerns about the event organizers, the Napa Valley Music Alliance. It's a new charity as of May 2025, and I'd like to know what it supports, how funds are used, and whether their insurance coverage is in align with potential liabilities to protect the neighborhood. It's also unclear why the event must take place on residential streets.

I support a well-organized music event for the community—just not one that puts neighbors at risk. I trust the Council will make the best decision for everyone in St. Helena.

Thank you for your time and service.

Sincerely,

Leslie Wilks

Sent from my iPad

From: [bonnie.storm](#)
To: [Public Comment](#)
Subject: Porchfest
Date: Friday, July 11, 2025 3:08:41 PM

Hello.

I am a resident on the corner of Stockton Street and Tainter Street. I am opposed to this event and the disruptive street closures. I think there is not enough information about the organization and its non profit status. There is a reason why the Historical Society of St Helena dropped their sponsorship of this event. I am afraid of potential insurance repercussions and liabilities, among other things. I don't believe the lovely quiet streets of our wonderful town are a good venue for the entertainment of Napa County in general and beyond.

Thanks you for your consideration,

Bonnie Storm



Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration/Planning

DATE:	July 22, 2025
FROM:	Ethan Walsh, City Attorney
SUBJECT:	Discussion and Direction from City Council regarding treatment of covered balconies, porches, decks and other structures for purposes of calculating gross floor area under the City's Zoning Ordinance.
RECOMMENDED ACTION:	Receive direction from City Council on how they would like to treat covered balconies, porches, decks and similar structures under the Zoning Ordinance. City staff anticipates that after receiving direction, they will prepare an ordinance amending to the Zoning Code to carry out proposed direction of the Council, which will go to the Planning Commission for recommendation, and then return to Council for adoption.
PREVIOUS COUNCIL ACTION:	October 23, 2023 – Council adopted comprehensive Zoning Ordinance update.
STATEMENT OF THE PURPOSE:	To provide City staff with policy guidance on how to treat covered balconies, porches, decks and similar structures for purposes of calculating gross floor area under the City Zoning Ordinance.
FINANCIAL IMPACT:	There is no fiscal impact associated with this item.

BACKGROUND:

In 2020, the City of St. Helena initiated a General Plan implementation action and began a three-year process of completing a comprehensive update to the City's zoning code. The process involved the formation of a zoning code subcommittee, numerous public meetings and discussions, culminating in the adoption of the comprehensive zoning code update on October 23, 2023.

During the process of developing the code update, the City's planning consultant, Lisa Wise Consulting ("LWC"), conducted stakeholder interviews to gather insight and perspective. In its summary of those interviews, LWC indicated that stakeholders discussed, among other things, "observations about new residential builds that are out of context with neighborhood scale and mass; [and] the need for reduction in allowable floor area ratio (FAR). (City of St. Helena Zoning Code Update Recommendations Memo and Annotated Outline (June 26, 2020), p. 4.) In partial response to these observations, LWC recommended deleting the floor area ratio standards in the code for residential districts, and instead establishing a maximum building gross floor area for

single family residences on a range of lot sizes, which resulted in a slightly reduced allowable floor area for single family homes in residential districts.

The Zoning Code, as amended, establishes the “maximum gross floor area” that may be developed on lots within the LR-1A, LR and MR residential districts (these are the City’s single family residential districts). The maximum gross floor area, based on lot size, is set forth in End Note 4 to Section 17.16.030 of the Zoning Code (for the MR District) and Table 17.16.030(C), also in Section 17.16.030 (for the LR-1A and LR Districts). End Note 5 to Section 17.16.030 includes “additional standards” that apply within the residential zoning districts, and as part of those “additional standards”, End Note 5 declares that certain buildings and structures are “exempt from max. building gross floor area,” including “[a] balcony, porch, deck or other structure that is unenclosed on at least three sides.” (Zoning Code sec. 17.16.030, End Note 5(b)(iv).) Section 17.16.030, including End Note 5, is attached to this staff report as Attachment No. 1.

The manner in which “maximum gross floor area” is measured is set forth in Zoning Code Chapter 17.34, “Rules of Measurement”. Section 17.34.050 declares that “[t]he floor area is measured as the sum of the gross horizontal floor areas of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings.” Section 17.34.050 goes on to list certain areas that are included and excluded from the calculation of floor area. Amongst the areas that are included in the gross floor area are: “In cases where no walls exist, the area covered by the roof excluding two feet on each side of a standard roof projection.” (Zoning Ordinance Section 17.34.050(A)(1)(b) [emphasis added].) Section 17.34.050 is attached to this staff report as Attachment No. 2. Therefore, on the one hand, all areas covered by a roof (excluding a standard roof projection) are included within the calculation of gross floor area, but on the other hand under Section 17.16.030, End Note 5, balconies, porches, decks or other structure that are unenclosed on at least three sides are excluded from the calculation of gross floor area.

A few weeks following adoption of the Zoning Code update by City Council, while staff was preparing the final code changes to the code publisher, City staff raised questions regarding whether covered balconies, porches, decks would be counted toward gross floor area, given the language in the Rules of Measurement stating that all covered areas are counted toward gross floor area. The representative from LWC believed the intent of the City, based on the language in the Rules of Measurement, was to include all areas covered by a roof within the calculation of gross floor area, and the City should make a clarifying change to End Note 5 to add the word “uncovered” to End Note 5, to declare that areas that are excluded from the calculation of gross floor area include “an uncovered balcony, porch, deck or other structure that is unenclosed on at least three sides.” The LWC representative viewed this as a change to correct a clerical error that would have no substantive impact on the Code. As a result, the word “uncovered” was added to End Note 5. Staff also included an edit to Section 17.34.050(A)(2)(f) to state that uncovered balconies, porches, patios and decks were to be excluded from the calculation of floor area, in an effort to be consistent with the change to End Note 5.

These changes were made after the adoption of the code, and not part of a formal Council adoption, based on the logic that they were clerical, clarifying edits.

In the fall of 2024, while working with the City to process a Design Review application for a proposed project, Dan Hale noted the change to End Note 5 between the Code adopted in October 2023 and version available online and at City Hall. The City received a letter from an attorney representing Mr. Hale questioning the inclusion of these changes in the code and asking that they be removed from the code if they were inadvertently included. The City Attorney responded to Mr. Hale's attorney, acknowledging that the changes to End Note 5 and Section 17.34.050(A)(2)(f) should not have been made without a corresponding ordinance approved by Council, and stated that the referenced changes would be removed from the Zoning Code. However, the City Attorney also indicated that these two changes were intended to be clarifying, and were consistent with the Zoning Code's treatment of covered patios as it was adopted in October 2023. This position that the changes were intended to be clarifying was based on City staff (and the City Attorney's) position that the language in the Rules of Measurement requiring that all areas covered by a roof are part of the "gross floor area" was intended to be controlling, and the exemption in End Note 5 was intended to be limited to uncovered balconies, porches, decks and similar structures, and would not change the overarching rule set forth in the rules of measurement. The City Attorney indicated that an ordinance formally amending End Note 5 and Section 17.34.050(A)(2)(f) would come forward at a later date.

City staff did move forward with an ordinance that would add "uncovered" to End Note 5, and make an edit to Section 17.34.050(A)(2)(f) to state that uncovered balconies, porches, patios and decks were to be excluded from the calculation of floor area. The Planning Commission recommended by a 4-0 vote on April 15, 2025 to approve the proposed ordinance. The proposed ordinance was scheduled to be heard by the Council on [May 13, 2025](#), but following extensive written public comment City staff decided to pull the item to engage in more discussions with interested stakeholders before bringing an item forward.

The City Attorney engaged in discussions with interested members of the community, including Michelle and Charles Covell, Dan Hale and Joshua Parke. Following these discussions and further review of the Zoning Code language, the City Attorney changed his opinion, determining that the most logical interpretation of the current code language is that the exemption for patios, porches and decks in End Note 5 is intended to apply specifically to covered patios, porches, decks and similar structures that are unenclosed on three sides. The City's Attorney's updated position is laid out in more detail in the memo included as Attachment No. 3. The basic reasoning for this new position is as follows: The Rules of Measurement include within gross floor area all areas covered by a roof and/or enclosed by exterior walls, but do not include exterior improvements that are not covered by a roof. In other words, uncovered patios, decks and porches are not included within the base definition of gross floor area. As a result, there would be no need to exempt uncovered patios, decks, etc. from gross floor area, since they are not included as part of gross floor area in the first place. Therefore, under the current code

the most reasonable interpretation is that the exemption included in End Note 5 is intended to apply to covered patios, porches, decks and similar structures that are unenclosed on three sides, and those areas currently are not included as part of the calculation of gross floor area.

Given the level of confusion this language has caused, staff does think that the City should make clarifying amendments to the Zoning Code, so it is clear whether or not covered patios, porches, decks and similar structures should be included in the calculation of gross floor area. This is ultimately a policy decision for City Council, and staff is seeking direction on whether the Council wants to include covered patios, porches and decks in the calculation of gross floor area or exclude those areas from the calculation.

DISCUSSION:

The limits in the Zoning Code on gross floor area within residential districts are intended to set limits on the volume, or size, of the buildings that may be constructed on residential lots within the City. A graphic depicting the manner in which gross floor area is determined is attached to this staff report as Attachment No. 4. The limits on gross floor area are intended to work in conjunction with other limitations such as lot coverage limits, height limits and setbacks to ensure that homes constructed in residential areas are not so large that they are out of character with the surrounding area.

The policy perspectives that support including covered patios, porches and decks as part of the gross floor area are as follows^[1]:

- Members of the public have raised concerns about residential neighborhoods being developed with new homes that replace existing, more modest homes, with those new homes maximizing the buildable envelope allowable on those residential lots. That results in larger homes that are more expensive and, in some cases, out of character with the neighborhood.
- Roofed areas, even if they are unenclosed by walls, contribute to the overall massing of a structure, and add to the perceived size of the building when looking at it from the sidewalk or street. If those covered areas contribute to the perceived massing of the building, they should be included in the calculation of gross floor area.
- Including covered patios, porches and decks in the calculation of gross floor area would serve as an additional limitation on the overall size of homes and associated structures within the residential neighborhoods. This could result in homes that are not as large, and as a result are less expensive on resale and more in character with the surrounding neighborhood.

Policy perspectives that would support excluding covered patios, porches and decks from the calculations of gross floor area include the following ^[2]:

- Covered patios and porches are consistent with the character of St. Helena, and including them as part of gross floor area discourages their use, because homeowners are forced to choose between covered outdoor area and interior living space.
- Covered patios, etc. should be encouraged because they help with natural cooling of the interior of homes, and provide for shaded outdoor areas, which are particularly beneficial in light of increasing temperatures due to climate change.
- This is a change from the City's historic treatment of covered patios, etc., and as a result some existing homes will become legal nonconforming uses if the home, inclusive of the covered outdoor areas, now exceed the maximum gross floor area. As a result, those homes will not be able to expand unless the owners comply with the new gross floor area limits.
- This will further restrict existing homeowners' ability to add on to their homes to address a change in life circumstance (e.g., having additional children, taking in an elderly parent) if they have covered outdoor areas.

At the Council meeting, staff will seek direction from Council on whether Council believes that covered patios, etc. should be included or excluded from the calculation of gross floor area. Following Council direction, City staff will prepare an ordinance to carry out Council's direction, take that proposed ordinance to the Planning Commission for recommendation, and return to Council for consideration of the ordinance.

[1] City staff wants to make clear that these policy perspectives are arguments in favor of inclusion of covered patios, etc., not statements of fact, they are offered so the Council has an understanding of both sides of this issue.

[2] The reasons offered for or against inclusion of covered patios in this staff report are not all-inclusive lists of reasons to support either position. Members of the public may offer other or more detailed reasons to support either side of this issue.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[St. Helena Municipal Code Section 17.16.030-c1](#)

[St. Helena Municipal Code Section 17.34.050-c1](#)

[Memo re Covered Balconies and Similar Structures-c1](#)

[Attachment 8 -Measuring Floor Area Graphic-c1](#)

17.16.030 Development standards.

Table 17.16.030(B): Development Standards—Residential Zoning Districts, establishes the development standards for the residential zoning districts. The numbers in the figure below refer to corresponding regulations in the table.

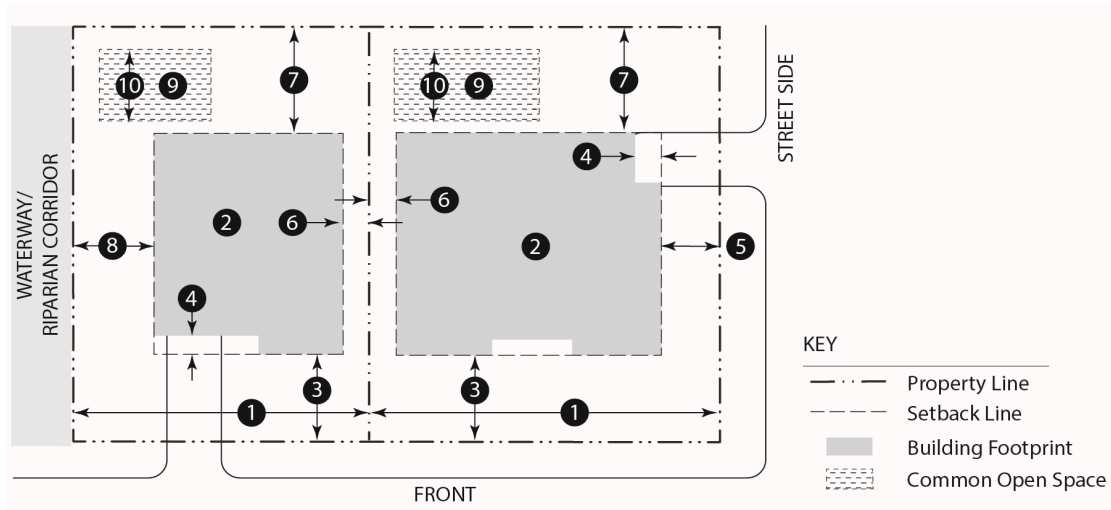


Table 17.16.030(B). Development Standards—Residential Zoning Districts

Standard	LR-1A	LR	MR	HR	Key
Density	1 du/ac ^{1, 2}	1 to 5 du/ac ²	5.1 to 16 du/ac	16.1—28 du/ac	
Lot Size					
Min. Lot Area	1.0 ac ³	7,000 sq ft	6,000 sq ft	7,000 sq ft	
		3,000 sq ft for new small lot development	3,000 sq ft for new small lot development	3,000 sq ft for new small lot development	
Min. Lot Width	70 ft	70 ft	45 ft	45 ft	1
			32 ft for small lot development	32 ft for small lot development	
Max. Lot Coverage (Includes Accessory Structures)	35%	35%	Lot widths ≤45 ft: Max. 35%	55%	
			Lot widths >45 ft: Max. 40%		

The St. Helena Municipal Code is current through Ordinance 25-1, passed January 14, 2025.

Table 17.16.030(B). Development Standards—Residential Zoning Districts

Standard	LR-1A	LR	MR	HR	Key
			55% for new small lot development		
Max. Primary Building Footprint (Excludes Accessory Structures)	None	Refer to Table 17.16.030(C)	None	None 1,400 sq ft for detached small lot detached	②
Max. Building Gross Floor Area (All Floors) ⁵	Refer to Table 17.16.030(C) for lots <1 acre Max. 6,069 sq ft for lots ≥1 ac in area	Refer to Table 17.16.030(C)	Refer to End Note ⁴	None	
Max. Building Height					
Principal Structure	30 ft	30 ft/2 stories	30 ft/2 stories Ground floor max. ceiling height 15 ft	42 ft/3 stories 30 ft/2 stories for small lot development	
Accessory Structure ⁶	16 ft	16 ft	16 ft	16 ft	
Setbacks					
Min. Front Setback	20 ft for structures ≤25 ft in height 30 ft for structures >25 ft in height	20 ft for structures ≤25 ft in height 30 ft for structures >25 ft in height	20 ft 12 feet for small lot development	15 ft; 25 ft for 3rd floor and above 10 ft for small lot development	③
Min. Garage or Carport Setback From Building Facade	None	None	5 ft	None	④
Min. Street Side Setback	20 ft for structures ≤25 ft in height	20 ft for structures ≤25 ft in height	15 ft for structures ≤25 ft in height	15 ft	⑤

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Table 17.16.030(B). Development Standards—Residential Zoning Districts

Standard	LR-1A	LR	MR	HR	Key
	30 ft for structures >25 ft in height	30 ft for structures >25 ft in height	20 ft for structures >25 ft in height		
Min. Interior Side Setback, Ground Floor	10 ft for structures ≤25 ft in height	10 ft for structures ≤25 ft in height	5 ft setback applied with the combined setback below	10 ft	6
	15 ft for structures >25 ft in height	15 ft for structures >25 ft in height	Combined interior side setbacks: 15 ft for structures ≤25 ft in height		
			Combined interior side setbacks: 20 ft for structures >25 ft in height		
Min. Interior Side Setback, Upper Floors	5 ft for structures ≤25 ft in height	5 ft for structures ≤25 ft in height	9 ft when adjacent to an LR or MR district	None	6
	9 ft for structures >25 ft in height	9 ft for structures >25 ft in height			
Min. Rear Setback	20 ft for structures ≤25 ft in height	20 ft for structures ≤25 ft in height	20 ft for structures ≤25 ft in height	10 ft	7
	30 ft for structures >25 ft in height	30 ft for structures >25 ft in height	30 ft for structures >25 ft in height		
Min. Setback From Abutting Waterway	Min. 50 ft from top of bank of Napa River				8
	Min. 20 ft from top of bank of all other waterways				
Landscaping and Open Space					
Private Ground Floor Open Space	n/a	n/a	Min. 80 sq ft/unit	Min. 60 sq ft/unit	

The St. Helena Municipal Code is current through Ordinance 25-1, passed January 14, 2025.

Table 17.16.030(B). Development Standards—Residential Zoning Districts

Standard	LR-1A	LR	MR	HR	Key
for Multifamily Development					
Min. Dimension for Private Open Space for Multifamily Development	n/a	n/a	6 ft	6 ft	
Common Usable Open Space for Multifamily Development	n/a	n/a	Lot widths ≤45 ft: Min. 150 sq ft/lot	Min. 150 sq ft/lot	9
			Lot widths >45 ft: Min. 200 sq ft/lot		
Min. Dimension for Common Usable Open Space	n/a	n/a	15 ft	15 ft	10
			20 ft for small lot development	20 ft for small lot development	
Max. Paved/Hardscaped Area	25% of a front setback area	25% of a front setback area	30% of a front setback area	30% of a front setback area	
Min. Landscaped Area ⁷	35% of lot area	35% of lot area	Min. 25% of lot area	Min. 25% of lot area	
	25% for small lot development	25% for small lot development			
Required Buffer Abutting Agricultural Use	n/a	A landscaped buffer min. 15 ft width with street trees at 30 ft on center			

End Notes:

- 1** Greater residential densities are allowed under state law if a site meets the standards for two-unit development as described in Chapter [17.31](#), Two-Unit Projects.
- 2** Densities existing as of January 1, 2023, are permitted to remain.
- 3** Parcels created by lot line adjustments may be less than one acre provided the number of parcels does not increase and that no lots are less than seven thousand (7,000) square feet.
- 4** Max. building gross floor area (all floors) for single-family residences including accessory structures is as follows:

Lots < 6,000 sf: 1,995 sf

Lots 6,000—9,999 sf: 2,945 sf

Lots 10,000—14,999 sf: 3,705 sf

Lots 15,000—19,999 sf: 3,971 sf

Lots ≥ 20,000 sf: 4,000 sf

5 The following additional standards apply for existing development and new construction in the LR-1A, LR, MR, and HR zoning districts:

a. The max. building gross floor area may be increased by four hundred (400) sf for construction of an ADU.

b. The following buildings and areas are exempt from max. building gross floor area:

i. One covered parking space with a max. floor area of two hundred (200) sf;

ii. Nonhabitable accessory buildings with a max. floor area of one hundred twenty (120) sf;

iii. A nonhabitable basement or attic; and

iv. A balcony, porch, deck, or other structure that is unenclosed on at least three sides.

6 Additional standards for accessory buildings are described in Section [17.22.020](#), Accessory uses.

7 Landscaped setback and buffer areas count toward this requirement.

Table 17.16.030(C): Primary Building Gross Floor Area Standards in the LR-1A and LR Zoning Districts, establishes the maximum building footprint for primary buildings, excluding accessory structures.

Table 17.16.030(C). Primary Building Gross Floor Area Standards in the LR-1A and LR Zoning Districts

LR-1A Zoning District		LR Zoning District	
Lot Size	Max. Gross Floor Area (excludes accessory structures)	Lot Size	Max. Gross Floor Area (excludes accessory structures)
≥ 7,000—14,999 sq ft	3,900 sq ft	< 7,000 sq ft	2,400 sq ft
≥ 15,000—21,999 sq ft	4,425 sq ft	≥ 7,000—7,999 sq ft	2,400 sq ft
≥ 22,000—28,999 sq ft	4,950 sq ft	≥ 8,000—8,999 sq ft	2,700 sq ft
≥ 29,000—35,999 sq ft	5,475 sq ft	≥ 9,000—9,999 sq ft	2,950 sq ft
≥ 36,000—43,559 sq ft	6,000 sq ft	≥ 10,000—10,999 sq ft	3,300 sq ft
		≥ 11,000—11,999 sq ft	3,480 sq ft
		≥ 12,000—12,999 sq ft	3,640 sq ft
		≥ 13,000—13,999 sq ft	3,780 sq ft

Table 17.16.030(C). Primary Building Gross Floor Area Standards in the LR-1A and LR Zoning Districts

LR-1A Zoning District			LR Zoning District	
Lot Size	Max. Gross Floor Area (excludes accessory structures)		Lot Size	Max. Gross Floor Area (excludes accessory structures)
			≥ 14,000—14,999 sq ft	3,900 sq ft
			≥ 15,000 sq ft	3,900 sq ft

(Ord. 23-4 § 5 (Exh. A))

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Disclaimer: The city clerk's office has the official version of the St. Helena Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofsthenana.gov](http://www.cityofsthenana.gov)

[Hosted by General Code.](#)

The St. Helena Municipal Code is current through Ordinance 25-1, passed January 14, 2025.

17.34.050 Measuring floor area and floor area ratio.

A. *Areas Included in Floor Area Measurement.* The floor area is measured as the sum of the gross horizontal floor areas of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings. Areas included and excluded from floor area are listed below.

1. *Included in Floor Area Calculation.*

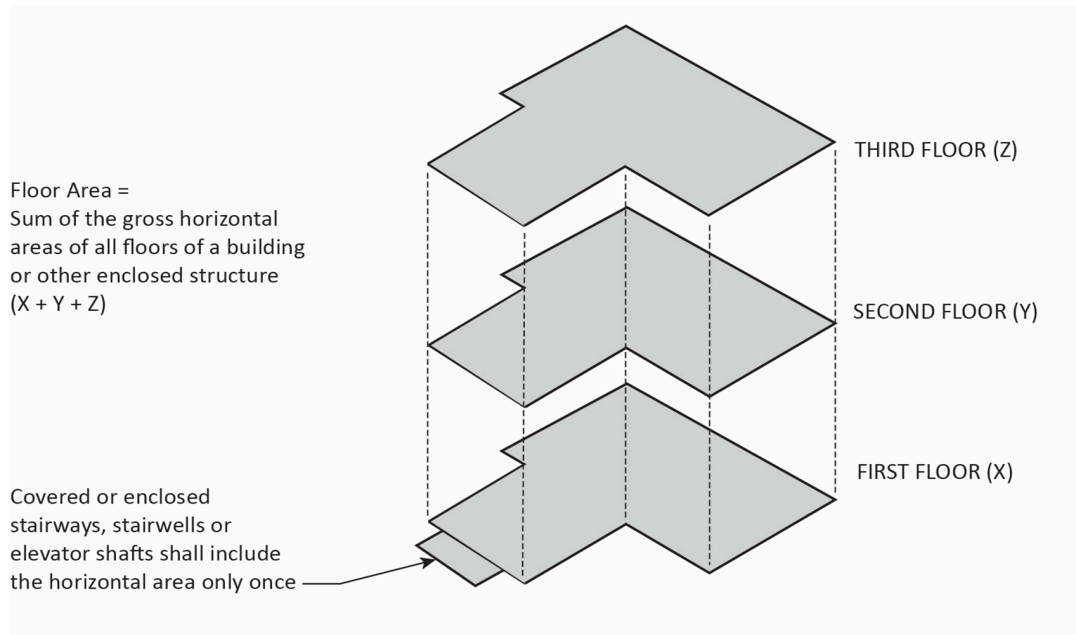
- a. All habitable space (as defined in the building code) that is below the roof and within the outer surface of the main walls of principal or accessory buildings or the centerlines of party walls separating such buildings or portions thereof.
- b. In cases where no walls exist, the area covered by the roof excluding two feet on each side of the structure for a standard roof projection.
- c. Interior walkways or corridors, interior courtyards, walkways, paseos, or corridors covered by a roof or skylight.
- d. All floors of enclosed stairways, stairwells or elevator shafts.

2. *Excluded From Floor Area.*

- a. Mechanical, electrical, and communication equipment rooms that do not exceed two percent of the building's gross floor area.
- b. Bay windows or other architectural projections where the vertical distance between the lowest surface of the projection and the finished floor is thirty (30) inches or greater.
- c. Any areas that satisfy the landscape and open space base zone requirements.
- d. In the case of a multistory building that has covered or enclosed stairways, stairwells or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent.
- e. In nonresidential buildings, areas used for off-street parking spaces or loading spaces, driveways, and maneuvering aisles that are located below the finished grade of the property.
- f. Arcades, porticoes, and similar open areas that are located at or near street level and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.
- g. Outside areas used for sales and/or display (e.g., plant nurseries, building materials, auto sales, wine production, etc.).
- h. A building or structure consisting of nonusable floor space such as a garage, carport, or storage shed.

- i. Unfinished attics, crawlspaces, and basements shall not be included unless converted and finished as usable floor space.

Figure 17.34.050. Measuring Floor Area



B. *Floor Area Ratio (FAR)*. The floor area ratio (FAR) is the ratio of the floor area, excluding the areas described below, of all primary and accessory buildings on a site to the site area. To calculate the FAR, floor area is divided by site area, and typically expressed as a decimal. For example, if the floor area of all buildings on a site totals twenty thousand (20,000) square feet, and the site area is ten thousand (10,000) square feet, the FAR is expressed as 2.0. The following are excluded from floor area in calculating FAR.

1. *Underground Areas*. Floor area located below finished grade.
2. *Parking*. Parking areas located below finished grade or finished floor of habitable space where the vertical distance between finished grade and finished floor is less than six feet.
3. *Small Accessory Structures*. Accessory structures up to one hundred twenty (120) gross square feet.
4. *Unenclosed Porches*. Covered porches for nonresidential uses where a minimum of three sides are unenclosed. (Ord. 23-4 § 5 (Exh. A))

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Ethan J. Walsh
(916) 551-2825
ethan.walsh@bbklaw.com

Memorandum

VIA E-MAIL

To: Maya DeRosa
Community Development Director
City of St. Helena

From: Ethan Walsh
City Attorney
City of St. Helena

Date: June 13, 2025

Re: Treatment of Covered Balconies, Porches and Decks in Residential Zoning
Districts for Purposes of Calculating Gross Floor Area Under the St. Helena
Zoning Code

File No.: 83578.00101

QUESTIONS PRESENTED

You have requested a memo outlining my interpretation of whether covered balconies, porches and decks should be included in the calculation of maximum gross floor area in residential zones under the St. Helena Zoning Code (the “Zoning Code”).

BRIEF ANSWER

While there is some ambiguity in the Zoning Code, the most reasonable interpretation of the Zoning Code, in my opinion, is that covered balconies, porches and decks should not be included in the calculation of maximum gross floor area in residential zones.

This is a change from what I had discussed with you orally in the past. However, after spending more time reviewing the Zoning Code in light of some of the concerns raised by community members, I have changed my opinion and believe that the most reasonable interpretation is that covered balconies, porches and decks should not be counted toward maximum gross floor area in residential zones. I have included the basis for my interpretation below.

ANALYSIS

83578.00101\43881105.1

500 Capitol Mall, Suite 2500, Sacramento, CA 95814
Phone: (916) 325-4000 | Fax: (916) 325-4010
bbklaw.com

Under the current Zoning Code, the City establishes limits for “maximum building gross floor area” within the LR-1A, LR and MR residential zoning districts. The maximum building gross floor area for the MR district is established on a sliding scale dependent on lot size, and is set forth in Zoning Code Sec. 17.16.030, endnote 4. The maximum building gross floor area for the LR-1A and LR districts is similarly established on a sliding scale and is set forth in the Zoning Code at Table 17.16.030(C).

In order to determine how to calculate maximum gross floor area, we must first determine what areas are included as part of the gross floor area. Section 17.34.050(A) of the Zoning Code provides the approach that the City uses for measuring floor area. Section 17.34.050(A) first states that “[t]he floor area is measured as the sum of the gross floor areas of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings.” The Zoning Code continues in Section 17.34.050(A)(1) and (2) to further describe areas that are included and excluded from floor area. The Zoning Code lists the following areas as being *included* in the calculation of floor area:

- “a. All habitable space (as defined in the building code) that is below the roof and within the outer surface of the main walls of principal or accessory buildings or the centerlines of party walls separating such buildings or portions thereof.
- b. *In cases where no walls exist, the area covered by the roof excluding two feet on each side of the structure for a standard roof projection.*
- c. Interior walkways or corridors, interior courtyards, walkways, paseos, or corridors covered by a roof or skylight.
- d. All floors of enclosed stairways, stairwells or elevator shafts.”

Zoning Code Section 17.34.050(A)(1) [emphasis added].

While Section 17.34.050(A) provides a baseline method for determining what areas to include in the calculation of gross floor area, Zoning Code Section 17.16.030, endnote 5, adds that “additional standards that apply for existing development and new construction in the LR-1A, LR, MR and HR zoning districts.” As part of those “additional standards”, subparagraph (b) of endnote 5 declares that:

“The following buildings and areas are exempt from max. building gross floor area:

- i. One covered parking space with a max. floor area of two hundred (200) sf;
- ii. Nonhabitable accessory buildings with a max. floor area of one hundred twenty (120) sf;
- iii. A nonhabitable basement or attic; and

iv. *A balcony, porch, deck, or other structure that is unenclosed on at least three sides.*”

Zoning Code Section 17.16.030 endnote 5(b) [emphasis added].

Based on the method described in Section 17.34.050, and specifically the language in Section 17.34.050(A)(1)(b) (quoted on pg. 2 of this memo in *italics*), all areas that are covered by a roof, excluding two feet on each side, should be included as part of the floor area for purposes of determining maximum gross floor area, even if that area is not enclosed by walls. Based on this language alone, any covered balconies, porches or decks would be covered by a roof, and therefore would be included in the determination of gross floor area.

However, endnote 5 includes “additional” standards that apply in the residential zoning districts, including the statement that certain areas are “exempt” from the maximum gross floor area calculation, including “[a] balcony, porch, deck or other structure that is unenclosed on at least three sides.” (Zoning Code Section 17.16.030 endnote 5(b)(iv).)

The question we have been asking is whether the exemption for balconies, porches, decks or other structures that are unenclosed on three sides is intended only to apply to *uncovered* balconies, porches, decks or other structures, or if it is also intended to apply to *covered* balconies, porches, decks or other structures.

Based on the language in the Zoning Code discussed in this memo, I believe that the exemption in endnote 5(b)(iv) is intended to specifically exempt covered balconies, porches, decks or other similar structures that are unenclosed on at least three sides. The reason for this conclusion is that *uncovered* balconies, porches or decks would not be included in the calculation of floor area in the first place, so there would be no need to exempt them from the calculation. Uncovered balconies, porches and decks are not enclosed by walls, they are, by definition, not covered by a roof, they do not constitute interior walkways, and are not enclosed stairways, stairwells or elevator shafts. Therefore, uncovered balconies, porches or decks are not included as part of the floor area as described in Section 17.34.050(A), and there is no need to specifically exempt them from that calculation. If the exemption were interpreted to only apply to uncovered balconies, porches or decks the language in endnote 5(b)(iv) would be surplusage (i.e., unnecessary or excess), since those uncovered structures are not part of the base calculation. General rules of statutory construction hold that statutory or codified language should be interpreted in a way that does not render portions of the text to be surplusage if it is possible to do so.

In light of this general rule of statutory construction and the overall context of the sections described above, I think the most reasonable interpretation of endnote 5(b)(iv) is that it is intended to exempt covered balconies, porches, decks and similar structures that are not enclosed on three sides from the calculation of gross floor area within the listed residential districts.

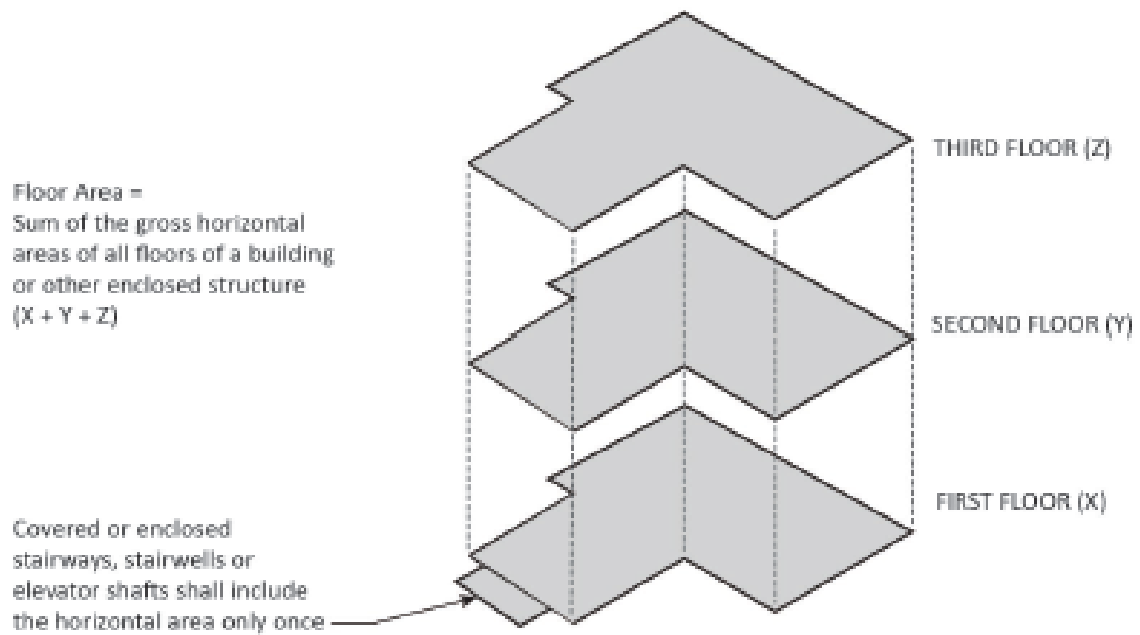
CONCLUSION

As we have discussed, I do still plan to bring an item to the City Council to discuss the policy issues raised by these provisions of the Zoning Code. Based on the direction

received from Council, we plan to work to draft clarifying language to avoid future confusion related to this issue.

Attachment 8

Figure 17.34. **Figure 17.34.050: Measuring Floor Area**





City of St. Helena City Council

Discussion and direction regarding treatment of uncovered balconies, porches and decks in determining gross floor area under the Zoning Code

Staff: Ethan Walsh, City Attorney

July 22, 2025



Background

- In 2020, the City of St. Helena initiated a General Plan implementation action and began a three year process of completing a comprehensive update to the zoning code.
- In response to feedback from residents and subcommittee members, City removed floor area ratio standards for residential districts, instead establishing a maximum building gross floor area standard.



Background

- Utilizing a maximum building gross floor area for single family based on a range of lot sizes which slightly reduced allowable floor area.
- The maximum gross floor area for the MR District is set forth in 17.16.030, endnote 4.



Background

- The “Rules of Measurement” set forth at Section 17.34.050(A)(1) provide "in cases where no walls exist, the area covered by the roof excluding two feet on each side of the structure for a standard roof projection [shall be included in the floor area calculation].”
- In contrast, subsection (iv) of End Note 5(b) of Section 17.16.030 (which includes development standards in residential districts) notes that a balcony, porch, deck or other structure that is unenclosed on at least three sides is exempt from gross floor area.
- This creates a potential inconsistency when applied to covered balconies, porches, decks or other structures that are unenclosed on at least 3 sides



Background

- There has been a significant amount of public dialogue on this topic.
- After significant public dialogue on this topic and additional review of the code language, the City's position is that the exceptions set forth in End Note 5 apply to covered balconies, porches, decks or other structures that are unenclosed on at least 3 sides.
- However, given the extent of public discussion and potential inconsistencies within the Zoning Code, staff is seeking direction from Council on whether to include or exclude covered porches from gross floor area.



Analysis

Reasons for Inclusion of Covered Balconies, etc. in Determination of Gross Floor Area

- Concerns about residential neighborhoods being developed with new homes that replace existing, more modest homes, with those new homes maximizing the buildable envelope allowable on those residential lots.
- Roofed areas can contribute to the overall massing of a structure, and add to the perceived size of the building. If those areas contribute to the perceived massing of the building, they should be included in the calculation of gross floor area.
- Would serve as an additional limitation on the overall size of homes and associated structures within the residential neighborhoods.



Analysis

Reasons for Excluding Covered Balconies, etc. in Determination of Gross Floor Area

- Covered balconies are consistent with the character of St. Helena, and including them as part of gross floor area discourages their use, because home owners are forced to choose between covered outdoor area and interior living space.
- Covered outdoor areas should be encouraged because they help with natural cooling of the interior of homes, and provide for shaded outdoor areas.
- Will result in some existing homes becoming legal nonconforming uses, which could prevent future expansion.
- Will restrict some existing homeowners' ability to add on to their homes to address a change in life circumstance.









Questions?

From: [kara.smith](#)
To: [Public Comment](#); [Erika Opp](#)
Subject: [External] Public comment regarding the word "uncovered" in the zoning code for the St. Helena City Council agenda
Date: Tuesday, June 24, 2025 4:12:45 PM

I am writing as a concerned citizen of St. Helena regarding the word "uncovered" in the zoning code.

I am adamantly against adding the word "uncovered" and have questions regarding this:

- Why was this word inserted?
- What other words were inserted without process?

My husband and I have lived here for 11 years and over time have renovated our 1960's modest ranch style house. Complying with codes is complicated and oftentimes frustrating. Penalizing residents who are trying to make outdated smaller homes up to modern living standards by limiting livable space due to "uncovered" porches and pergolas seems completely outrageous, especially without explanation.

Who would have a porch that is not covered? This seems like a basic standard to an exterior of a house and why should it penalize one's overall conditioned livable space as it relates to their lot size? Why would we penalize someone who has a covered outdoor patio to provide shade in a place where temperatures soar? Not to mention the additional shade that would be provided towards home exteriors and energy efficiency?

None of this makes sense, which is why we ask WHY is this considered a clerical error? And WHY does the city not seem to want to have an open discussion with the citizens who are asking for answers?

Thank you!
Kara Smith
St. Helena Resident

--
kara.smith

Matthew F Walter CPA Inc.

CERTIFIED PUBLIC ACCOUNTANT

1485 main street • suite 202c • st. helena • ca 94574

June 25, 2025

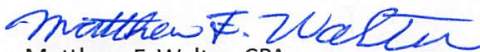
St Helena City Council
St. Helena Planning Commission
St. Helena Planning Department
1088 College Ave.
St. Helena, CA

RE: Public comment regarding the word "uncovered" in the zoning code for the city council agenda:

Dear City Council:

I do not think that exterior covered space should count towards your maximum buildable square footage, i.e., living/conditioned spaces, as they already count towards the Lot Coverage Calc. Alternatively, covered outdoor spaces like porches should not count against my maximum conditioned space, or living space. The staff proposal that exterior covered spaces count toward my maximum buildable spaces severely hurts people trying to build, purchase or remodel homes in St. Helena. Especially now, when the real estate market is rough, we need younger people to move into town without impediments from the City of St. Helena.

Sincerely
Matthew F. Walter CPA, Inc.


Matthew F. Walter, CPA

telephone (707) 963-8312 • fax (707) 963-8312 • e-mail mattwalt@sbcglobal.net

From: [Kendra Craven](#)
To: [Public Comment](#)
Subject: Why?
Date: Saturday, July 12, 2025 9:15:51 AM

Let's not forget that the city workers are supposed to be doing their jobs in service to the community.

We must have open discussions and fact based changes regarding building codes.

Kendra Craven

Sent from my iPhone

From: [Michelle Covell](#)
To: [Erika Opp](#)
Subject: Public comment for City Council Agenda - July 22nd - re: zoning - porch item
Date: Friday, July 11, 2025 4:25:07 PM
Attachments: [image003.png](#)

Just Why?

Michelle Liu Covell, Architect, neighbor, concerned resident

As I've met with friends, neighbors, and even a few council members recently, I've been asked one question more than any other: *Just why?*

Why is the City suddenly redefining what counts as maximum building floor area to include covered porches—without transparent public discussion? Why did the word “*uncovered*” quietly slip into an exemption that once clearly exempted certain covered spaces, with no clear process or explanation?

We were told this was a simple “clerical edit.” But anyone paying attention knows this is no minor technical fix—it's a fundamental policy shift. One that significantly impacts homeowners' rights and could have lasting social and economic consequences for the city.

A local resident and applicant asked a basic question about this change and waited **nine months** for a clear answer. And in the end? He was right all along. A memorandum from the City Attorney to the Director of Community Development dated June 13, 2025, confirmed that “covered balconies, porches and decks **should not** be counted toward maximum gross floor area in residential zones.”

Instead of receiving a straightforward reply, the resident faced stonewalling, confusion, and—most troubling—an incident where the police were called. Not by the person he met with, but by someone else entirely. No official police report was filed. No accountability followed. Just silence.

Then came a letter from the city manager “documenting” the incident—without firsthand knowledge or factual backing. Why? Why escalate a situation rather than address the real issue: the lack of transparency in how our zoning code is being altered? Why go as far as to call for barriers at City Hall to keep this applicant from simply getting an answer to the question: *why?*

Why was such a significant policy change buried in a convoluted staff presentation at the April 15th Planning Commission hearing? A presentation that conflated key terms like “lot coverage” and “maximum building floor area,” confusing both the public and the commissioners. Why do some commissioners speak vaguely about “massing” and “bird's eye views,” while skimming past the numbers and mechanics of what's actually being changed?

And perhaps most importantly: why **didn't** the Planning Director step in to correct the misuse of terms during the hearing? Why didn't the City Attorney clarify—much earlier—that this wasn't a clerical edit at all?

By adding the word “uncovered, or changing the rule from “one open side” to “three open sides” for a porch to be excluded from floor area calculations, the City isn't just tweaking definitions. It's

fundamentally rewriting how homes are valued, built, and regulated—without proper community input, public education, or any serious evaluation of the long-term ripple effects.

Why are we here? Why are residents forced to piece together major zoning shifts through delayed emails, vague agendas, and opaque procedures? Why were background slides on this issue curated to include only selected public comments—while others were conveniently left out?

These questions aren't rhetorical. They demand real answers from City staff and the Planning Department. Residents deserve transparency and truth. We deserve a public process that values participation—not one that hides behind legalese and administrative sleight-of-hand.

The issue at hand may be porches. **But the real concern is process.** And that's something every homeowner, neighbor, and citizen should care about.

This town is a special place. Our community is full of amazing, engaged people. I get it—no one's racing to read the zoning code. But as an architect, I can't tell you how often I hear, *"Why can't I do this with my house?"* It's then my job to painfully explain what a zoning section means, and believe me—it's not fun for me either.

That's why I'm raising awareness now—before the rules are cemented without your input—so that you don't have to ask me later, *"Why does my porch count against my conditioned living space?"*

So I ask again—on behalf of many in this community—*just... why?*

And if we can finally get a truthful answer to that question, the next one becomes just as urgent: *How are we going to fix this? And who will lead the way?*

If you are curious as well, please send in a simple question – Why? – to publiccomment@cityofsthelena.gov

Michelle Liu Covell

Architect, Partner, Director of Operations, LEED AP
707.968.9280

COVELL ARCHITECTS

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From: [Michelle Covell](#)
To: [Erika Opp](#)
Subject: Public comment number 2 - for City council July 22 re: porch zoning item
Date: Friday, July 11, 2025 4:33:47 PM
Attachments: [image009.png](#)

Hi Erika,

I made a YouTube video. I'd like to submit this as a public comment for the porch item.

<https://youtu.be/q82k3nJbkh8?feature=shared>

Title: To Residents of St. Helena – An important issue will be coming to City Council soon.

I would like to include a comment that was brought to my attention after I had finished the video
A-20 zoned parcels would also be held to this updated exemption if it moves forward.
HR, MR, LR, LR-1A, as well as A20 – under 2 acres.

17.19.030 Development Standards

Table 17.19.030.B: Development Standards – Community Agriculture and Natural Resource Zoning Districts establishes the development standards for the Twenty-Acre Agriculture, Winery, and Woodlands and Watershed Zoning Districts. The numbers in each illustration refer to corresponding regulations in the table.

17.19.030 Development standards.					
				width, whichever is lesser	5
<u>Rear Setback</u>	Min. 20 ft	Min. 20 ft	Min. 75 ft	20—50 ft or 10% of <u>lot depth</u> , whichever is lesser	6
<u>Min. Setback from Abutting Waterway</u>	Min. 50 ft from <u>top of bank</u> of Napa River				
	Min. 20 ft from <u>top of bank</u> of all other <u>waterways</u>				
Landscape and Open Space					
<u>Max. Paved/Hardscaped Area</u>	0.25 acre	0.5 acre	none	none	

End Notes:

- 1 For all lots less than two acres in area refer to the development standards for the LR-1A zoning district in Table 17.16.030(B): Development Standards—Residential Zoning Districts.
- 2 Density excludes agricultural employee housing.

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Concerns Regarding Proposed Zoning Text Amendments – “Uncovered” Porch

Michelle Liu Covell

Re: Item 12.2 – City Council Meeting 7/22/25

To add to Mr Walsh’s Staff report, under the “Discussion” portion:

I support excluding covered patios, porches, and decks from the calculations of gross floor area, and here’s why.

Impacts on Homeowners and Property Rights

- Existing homes with larger outdoor covered areas may be rendered legally non-conforming, or lose significant development potential under the proposed changes.
- These changes limit homeowners’ flexibility, making it difficult or even impossible to add exterior covered spaces unless they meet the strict definition of a trellis.
- Property values may decline, particularly if future buyers are restricted from adding interior square footage or covered outdoor space—both of which are often critical for family growth and livability.
- If allowable additions shrink from, for example, 800 square feet to just 200 square feet, home improvement may no longer be financially viable, discouraging investment in existing homes.
- Historic homes with large wrap-around porches—built before current codes—could become legally non-conforming. This may deter potential buyers from preserving these homes if they are prevented from expanding either indoors or outdoors.
- For young families or multigenerational households (e.g., those bringing in aging parents), such limitations significantly reduce the ability to adapt homes for evolving needs—potentially forcing families to relocate to more flexible communities.
- Homeowners may enclose existing porches, since those spaces already count toward square footage. Without the ability to expand elsewhere, these formerly outdoor areas may be converted into interior living space out of necessity.

Erosion of Public Trust

- Residents are concerned about losing property rights without meaningful engagement or consent. There is growing frustration and distrust when significant decisions are made by individuals who may not reside in or understand the town’s character.
- The process undermines community trust, especially when policy shifts appear to come from external influences rather than local consensus.

Design, Livability, and Environmental Consequences

- Porches serve an essential role in breaking up massing, providing passive cooling through shading, and supporting energy-efficient design.
- By discouraging porches, we risk the following negative outcomes:
 - Flat, monotonous facades with diminished architectural interest
 - Increased solar heat gain, leading to higher reliance on air conditioning systems
 - Reduced opportunities for casual social interaction—porches create semi-public spaces where neighbors can connect informally
 - Less inviting, less walkable streetscapes
 - A shift in priority toward private backyards, further weakening neighborhood connectivity
 - Diminished character and identity of historic homes and neighborhoods, many of which rely on porch architecture to maintain human scale and aesthetic interest
- In *The Death and Life of Great American Cities*, Jane Jacobs famously described porches as fostering “eyes on the street”—a concept central to neighborhood safety, community-building, and social cohesion. These in-between spaces connect private and public life, making streets feel alive and secure.

Local Climate and Cultural Relevance

- In our warm valley climate, outdoor living is essential. Covered exterior areas offer protection from intense sun and allow residents to enjoy the outdoors year-round.
- These spaces are not just architectural features—they are cultural gathering spaces where people host neighbors and connect socially. Curtailing these spaces limits the community’s ability to live in ways that reflect our regional lifestyle.

Concerns About the Policy Process

- The staff report suggests the change was prompted by community input regarding large, out-of-character new homes.

- However, if the concern stemmed from a single project on Firhill (zoned A-20, over 2 acres), that site is unaffected by this exemption change. Applying this broadly based on a few specific examples seems unwarranted.
- It is unclear whether public stakeholders explicitly called for covered exterior spaces to be counted toward square footage. There is no direct evidence that such a recommendation was made or supported widely.
- The General Plan does not indicate a goal of reducing massing by counting exterior covered areas. On the contrary, it encourages the preservation of character and community, which porches help to facilitate.
- Porches are vital in shaping the “interstitial space” between public and private realms—spaces that contribute directly to our town’s livability and charm.

Procedural Concerns

- This zoning amendment should have gone through a formal process, including Planning Commission review, public hearings, and City Council consideration.
- Instead, the change was presented as a clerical correction rather than a significant policy change, limiting public transparency and engagement.
- The staff report is misleading in both tone and substance.
- The revised term “uncovered porch” contradicts its definition in the building code.

From: [Joshua Parke](#)
To: [Paul Dohring](#); [Xinia Gamero](#); [Erika Opp](#); [Michelle Deasy](#); [Aaron Barak](#); [Kate Spadarotto](#); [Billy Summers](#)
Subject: Item 12.2
Date: Tuesday, July 22, 2025 8:29:17 AM
Attachments: [Screenshot 2025-07-22 at 7.42.08AM.png](#)
[Screenshot 2025-07-22 at 7.42.44AM.png](#)

For public comment please.

Good morning,

After reading over this report several times it's unfortunately very clear that the information presented is completely inaccurate. Section 17.34.050 which is attached to the staff report as Attachment No. 2 and is a fundamental basis of the argument was changed after the adopted council approved version of the code. Ethan is aware of this and must have forgotten. It was one of the central points of our conversation, yet for some reason it's referenced without acknowledgment of it being changed erroneously by staff after the code was adopted.

This means that the timeline presented in this report regarding LWC advice for clarifications and when they were applied does not line up.

The verbiage was changed from:

"Unenclosed Porches. Porches where at least one of the longest dimensions is unenclosed"

to

"Unenclosed Porches. Covered porches for nonresidential uses where a minimum of three sides are unenclosed"

These are the rules of measurement that dictate how the calculations are done and they were changed after the code was adopted to read as "three sides are unenclosed" and for "nonresidential uses"

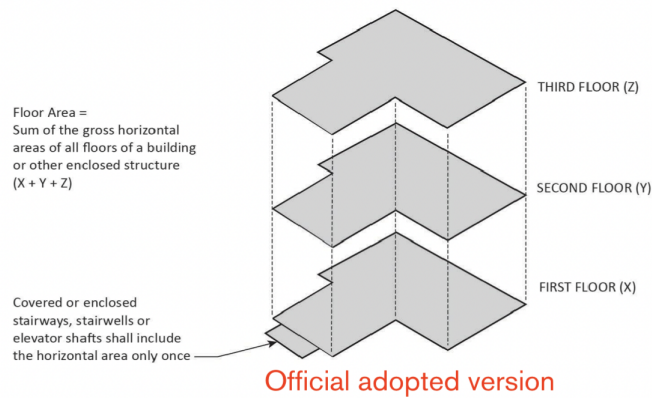
This is being used as a fundamental argument for why the other sections were changed without acknowledging that this section was changed erroneously. This doesn't make any sense.

Now council is being directed to have a large ambiguous conversation around perception of building mass and then give permission for multiple sections of the code to be re-written with no guardrails. Was a broad policy discussion around this requested?

This is a lot of money to spend on attorneys fees and staff time taken going through another lengthy process that isn't necessary.

Part V: Definitions and Rules of Measurement

Figure 17.34.050: Measuring Floor Area



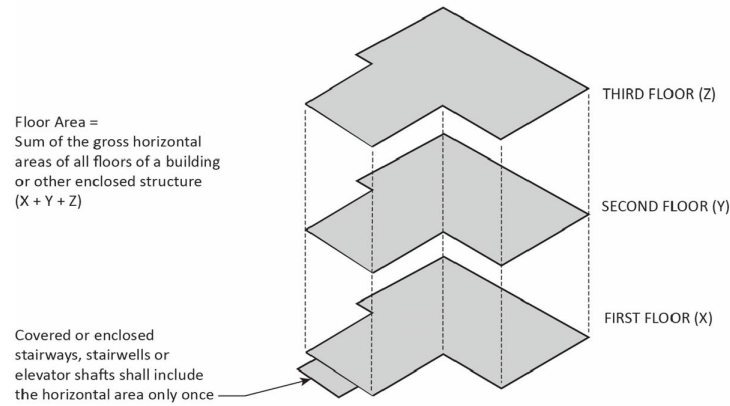
- B. **Floor Area Ratio (FAR).** The floor area ratio (FAR) is the ratio of the floor area, excluding the areas described below, of all primary and accessory buildings on a site to the site area. To calculate the FAR, floor area is divided by site area, and typically expressed as a decimal. For example, if the floor area of all buildings on a site totals 20,000 square feet, and the site area is 10,000 square feet, the FAR is expressed as 2.0. The following are excluded from Floor Area in calculating FAR.

1. **Underground Areas.** Floor area located below finished grade.
2. **Parking.** Parking areas located below finished grade or finished floor of habitable space where the vertical distance between finished grade and finished floor is less than six feet.
3. **Small Accessory Structures.** Accessory structures up to 120 gross square feet.
- 3.4. **Unenclosed Porches.** Porches where at least one of the longest dimensions is unenclosed.

17.34.050 Measuring floor area and floor area ratio.



Figure 17.34.050. Measuring Floor Area



Changed after code adopted

3. **Floor Area Ratio (FAR).** The floor area ratio (FAR) is the ratio of the floor area, excluding the areas described below, of all primary and accessory buildings on a site to the site area. To calculate the FAR, floor area is divided by site area, and typically expressed as a decimal. For example, if the floor area of all buildings on a site totals twenty thousand (20,000) square feet, and the site area is ten thousand (10,000) square feet, the FAR is expressed as 2.0. The following are excluded from floor area in calculating FAR.

1. **Underground Areas.** Floor area located below finished grade.
2. **Parking.** Parking areas located below finished grade or finished floor of habitable space where the vertical distance between finished grade and finished floor is less than six feet.
3. **Small Accessory Structures.** Accessory structures up to one hundred twenty (120) gross square feet.
4. **Unenclosed Porches.** Covered porches for nonresidential uses where a minimum of three sides are unenclosed. (Ord. 23-4 § 5 (Exh. A))

Joshua Parke
Design Principal | Zwischen Studio
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Re: Covered Porches and the Calculation of Gross Floor Area (GFA)

City Attorney's Updated Opinion Supports Exclusion of Porches

On June 13, the City Attorney issued a formal memorandum clarifying:

"The most reasonable interpretation is that covered balconies, porches, and decks should not be counted toward maximum gross floor area in residential zones."

This corrects a prior informal interpretation that improperly influenced the Planning Commission's recommendation and other decisions. Any action or policy based on that earlier misinterpretation should be reconsidered or nullified.

The Code Was Not Ambiguous—It Was Improperly Altered

The approved zoning code was clear and properly adopted. Projects were designed in good faith based on the legally approved sections of the code.

The described "ambiguity" only arose when it was discovered that staff had introduced language into code that was never publicly exposed nor approved by the Planning Commission or City Council—bypassing the legally required public process. This amounted to an unvetted policy change and circumvented formal amendment procedures and materially changed the way law was applied. **That sort of activity** naturally also places our municipal code at risk of decertification and places the City generally in legal peril.

Design, Neighborhood Character, and Visual Impact

The staff report (Footnote 1) claims that "roofed areas, even if unenclosed, add to the perceived size of a building." This is inaccurate.

This claim is not supported by fact—and in many cases, it is demonstrably false. In reality, porches **do not contribute** to the perceived massing of a structure. They do the opposite: **they reduce it**. Covered but unenclosed porches create visual depth, activate the site, and establish a gentler transition between public and private realms. These features soften a building's presence on the street, break up otherwise monolithic facades, and foster a more contextual, human-scaled urban fabric.

Some have referenced the scale of rooflines as seen from above—for example, from aerial imagery or drones. But our lived experience of buildings is not aerial; it is **pedestrian**. The view from the sidewalk and the ground—our most common and important point of engagement—should guide how we evaluate massing and neighborhood character. From this perspective, porches are **not oppressive bulk**, but **critical buffers**—they are welcoming, scaled, and appropriately deferential to public space. They reinforce neighborhood cohesion and support a human-scale streetscape.

Negative Impacts of Including Porches in GFA

Including porches and patios in GFA calculations would:

- **Discourage their creation and maintenance**, forcing homeowners to choose between indoor area and shaded outdoor living.
- **Contradict St. Helena's architectural history**, which embraces porches as defining, valued features.

- **Undermine energy efficiency**, eliminating passive cooling benefits essential to Title 24 compliance.
- **Exacerbate fire safety challenges**, as new regulations reduce proximity to shade trees—making porches increasingly essential to livability.
- **Limit flexibility** for evolving homeowner needs (e.g., elder care, home offices).
- **Reduce property values** by removing functional, desirable outdoor space.
- **Create legal nonconformities** for existing homes, limiting their ability to remodel or expand.
- **Punish good architectural design**, which uses porches to soften bulk and improve contextual fit.

Urban Form and Affordability Considerations

Porches help break up building mass and establish architectural rhythm. They offer high-value, low-cost, usable space—improving both affordability and livability. As essential “social architecture,” porches serve as informal gathering places, promoting interaction and connection. Porches naturally exist in three conditions—open one, two or three sides. Creating law that can be equally applied matters—that is why it is important that code should be written to state that **porches open on at least one side** are excluded from floor area—that is why it was originally written in that form.

Code Consistency and Legal Logic

Lot coverage already regulates roofed areas. Including porches in GFA creates a **duplicative and contradictory standard**.

If porches are counted toward GFA, they could be legally enclosed without exceeding the GFA limit—potentially leading to **greater enclosed mass**, not less.

This also raises important questions: Could the City stand against enclosing a nonconforming existing porch? Could the City charge impact fees for enclosing something declared by edict after the fact and counted as “enclosed”? Such inconsistencies disrupt the internal logic of the Municipal Code and could cause unintended consequences across multiple sections.

Conclusion & Recommendation

Covered porches, patios, and decks—**WHEN OPEN ON AT LEAST ONE SIDE**—should:

- **Remain excluded** from Gross Floor Area (GFA) calculations.
- **Continue to be regulated** by lot coverage only, consistent with their design purpose.
- **Be encouraged**, not penalized, as essential elements of thoughtful, community-supportive design.

This approach aligns with the updated legal interpretation, preserves code consistency and public trust, supports high-quality architectural outcomes, and reinforces the values of historical character, community livability, and legal integrity.

Sincerely,
Daniel Hale

Public Comment:

I understand that there is an item on the agenda today regarding changes to the code that were made after final approval without regard to the legal process. I want to highlight that there are numerous changes reflected in the published code that have not yet been reviewed or discussed publicly. Although the list of these changes has been requested from staff multiple times, it has not been provided.

While many of these revisions are being described as “clerical edits,” including the one under consideration today, even minor changes—such as the insertion of a single word or a comma—can materially alter the meaning and application of the code. The recent addition of the word “uncovered” is a clear example of a small change with significant impact.

Transparency in this process is essential. There is a process to make these changes and this process is there for a reason and must be followed. Residents, architects, and property owners rely on the published code to make informed decisions about home purchases, remodels, additions, and new construction. When the code is in flux or not clearly documented, it undermines public trust and makes it impossible for stakeholders to plan with confidence.

From: [Deborah Claymon](#)
To: [Erika Opp](#); [Public Comment](#)
Subject: Do Not Proceed w/ Building Code Change related to outdoor space
Date: Tuesday, July 22, 2025 11:41:44 AM

City Council and City Manager:

In short — Please listen to the informed voices from our local architects and builders, residents and real estate professionals — and please reverse any changes to building codes related to covered outdoor space and related issues

Changes to building codes should be legal, public and well-researched.

If a problem has been discovered, an error made — FIX IT EXPEDITIOUSLY for the benefit of all. Obfuscation and delay should not be tolerated.

Housing challenges for our town should be addressed in other ways.

Thank you
Deborah Claymon Boeschen

From: [Charles Covell](#)
To: [Public Comment](#)
Subject: Public comment: Agenda Item 12.2 treatment of covered balconies, porches, etc. 7/22/25
Date: Tuesday, July 22, 2025 1:28:34 PM
Attachments: [image001.png](#)

Honorable Council Members:

I am writing in **opposition** to the proposed change that would eliminate the exemption for covered porches, balconies, and other open-air structures from the calculation of gross floor area for residences. This proposition does not align with the language of the 2040 General Plan and 2019 Housing Element documents that were developed to guide the 2023 updates to the St Helena Municipal Code, Chapter 17 Zoning.

The original mandate of the 2040 General Plan (Sec LU2.E) called for updates to zoning standards to “to *encourage* the following criteria (among others) ...setbacks, building massing and configuration *consistent with older parts of neighborhoods.*” (Italics mine). Notably, this section does **not** reference floor area, nor does it instruct the city to *require* these characteristics—only to *encourage* them. Absent is any call for the *reduction* of allowable floor areas, not to mention the regulation of open-air structures like porches.

This language was a call for thoughtful, contextual design, not a mandate to limit architectural expression or flexibility.

Porches, if anything, can be an important tool for building designers to assist in the General Plan goal of consistency of scale and massing. They soften and break up building mass and scale, not to mention support the General Plan goals of sustainability and enhancing the character of neighborhoods. Look at some of St Helena’s most iconic old homes and explain how they would have the same appeal or character without their porches. It is difficult to imagine any principled opposition to such features.

Building scale and massing is sufficiently addressed by other rules already added to the new code. Lot coverage rules exist to restrict the total buildable footprint, including porches. The 2023 zoning code update reduced it from 40% to 35%. Street frontage, setback lines, height limits and step back rules further limit and confine massing to a fixed envelope, with or without those masses being covered porches.

I urge the Council to **vote NO** on this proposal and preserve the longstanding exemption for most covered porches and balconies from residential floor area calculations. Let’s maintain the tools that allow good design, contextual scale, neighborly charm, and ultimately our residents to thrive in St. Helena.

Sincerely,

Charles Covell
 Principal
 707.968.9280

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From: [Charles Covell](#)
To: [Public Comment](#)
Subject: Second Public comment: Agenda Item 12.2 treatment of covered balconies, porches, etc. 7/22/25
Date: Tuesday, July 22, 2025 2:00:46 PM
Attachments: [image001.png](#)

Honorable Council members,

I am adding this public comment in response to the staff report issued online by city council dated July 22, 2025. This report provided some possible clarity into why we are still all here discussing the creation of a change to the recently adopted code that would effectively downzone most residential properties by including porches in the calculation of maximum floor area. The term “downzoning” refers to changes to the code that would erode property values and development rights.

The matter before the council tonight is reminiscent of past attempts originating with city staff and its consultants to downzone residential areas. These efforts date to at least 2023, when the draft zoning code was released for public review. In May of that year, I wrote a public comment about the draft’s insertion of a limitation on primary residence footprints in the medium density zone of only 2000 square feet, regardless of lot size. Thanks to the efforts of engaged residents and professionals, that provision was ultimately removed, and more historically consistent standards were retained.

This attempt, as we know, was originally couched as a “clerical edit” and is now being brought to council with a full staff report (the third different one written about the topic this year.) Is there authorization for an ongoing effort to slip downzoning provisions into the code? In the ‘Discussion’ section of the report, Mr. Walsh lists three policy perspectives as argument in favor of the code edit. Included in the third bullet point is the opinion that: “this could result in homes that...are less expensive on resale...”

Regardless of how it would impact home prices, this statement acknowledges that indeed this is a very material change to the language that should be of significant interest to most homeowners in town, and the very opposite of a clerical edit. It also does not appear to have been an innocent mistake.

Shouldn’t such a measure first demonstrate that it will achieve a certain desired result? Shouldn’t such a change that touts the reduction of property values be subject to public awareness and discussion? or even subject to a citywide referendum like a sales tax increase would be? It certainly has the potential to financially impact residents’ finances more significantly than a half-cent or even one-cent sales tax.

It is only inferable from the staff report that the goal of this move may have been to (somehow) make housing more affordable, though we have not seen that explicitly stated. We all know that housing affordability is a real and serious issue. There remains a lot of creative thinking and deliberation to address it. However, will removing the floor area exemption to build open-air covered structures and porches from homeowners really solve affordability? Might it not further drive up prices due to scarcity?

California is probably the nation's greatest test case that more regulations do not lower housing costs. It seems like a desperate gambit that limiting residential floor areas will lead to more housing being built, however unjust but well-intentioned the effort to do so might be.

But this only presumes that solving housing affordability was an impetus to pursuing this policy so relentlessly. Has this been stated plainly, and be in response to direction provided by the General plan or other official means? Has any evidence been provided to show that this would even work?

I would also like to note here that a few "stakeholder" comments (opinions) in a workshopping session have also been cited as justification during this process by staff and its consultants. Should these comments constitute the legitimate underpinnings of a major material policy change at the expense of homeowners? Who gets to choose which comments are heeded and which ones ignored? I ask as having been one of the original stakeholders interviewed at the start of this process, who incidentally did not cite any need to reduce homeowner floor areas.

Please vote no on the proposal.

Thank you.

Charles Covell

Principal
707.968.9280

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From: [John Skupny](#)
To: [Public Comment](#)
Subject: Item 12.2 - 439-479
Date: Tuesday, July 22, 2025 3:06:47 PM

To the City council et all,

I firmly object to the direction of considering covered porches as part of the footprint of any house in St. Helena.

As a resident for over forty years, homeowner, and business owner in St. Helena, I do not want you to diminish the value of anyone's home or my home by designating our square footage and thus diminish our FAR potential.

How about you do some real forward thinking and planning so that we do not have to ensure the zoning tragedy at the corner of Fir Hill and Madrona. A disgusting, over blown, obscene McMansion and scar on our town.

Work for us, not against us!

John G. Skupny
1961 Vineyard Avenue
St. Helena, CA 94574
707-695-2537 mobile



Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Public Works

DATE:	July 22, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the execution of a license agreement with Tauzer Apiaries, Inc., for access to a portion of City property at 1 Chaix Lane for the placement and maintenance of honeybee hives.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	On May 13, 2025 City Council requested further public input and engagement regarding benefits and concerns for the proposed adoption of a Resolution authorizing the execution of a license agreement with Tauzer Apiaries, Inc. for access to a portion of City property at 1 Chaix Lane for the placement and maintenance of honey bee hives.
STATEMENT OF THE PURPOSE:	Authorize a license agreement between the City and Tauzer Apiaries, Inc. for permission to place and maintain honey bee hives on a vacant portion of City-owned property located at 1 Chaix Lane.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena has received a request from Tauzer Apiaries, Inc. for permission to place and maintain honey bee hives on a vacant portion of City-owned property located at 1 Chaix Lane. This area, approximately 12,824 square feet in size, is depicted in Exhibit A attached to the proposed License Agreement. The area is designated specifically for the placement of the honey bee hives, as outlined in yellow on the attached exhibit.

Staff has worked with Tauzer for the last 2 years, issuing an annual Encroachment Permit for the use of the area, and have found the staff and management of Tauzer to be cooperative, collaborative and responsible in the management of the hives and care of the surrounding environs.

DISCUSSION:

Terms of the Agreement:

1. Parties:

- **City of St. Helena** (the City), a California municipal corporation with its principal place of business at 1088 College Avenue, St. Helena, CA 94574.
 - **Tauzer Apiaries, Inc.** (the Licensee), a California corporation with its principal place of business at 23011 County Road 103, Woodland, CA 95776.
2. **License Area:**
- The license grants the Licensee access to a 12,824 square foot portion of City property located along Chaix Lane, as outlined in Exhibit A.
 - This area will be used solely for the placement, maintenance, and inspection of honey bee hives.
 - The designated placement locations for the hives are specifically marked in yellow on the map provided in Exhibit A.
3. **Consideration:**
- The Licensee will pay the City a fee of \$500.00 per year, due on July 1st of each year. This fee compensates the City for the use of the property and ensures ongoing maintenance and oversight of the arrangement.
4. **Term and Effective Date:**
- The Agreement will be effective starting on January 28, 2025, and is expected to remain in force annually, subject to renewal or termination under the terms set forth in the agreement.

Comments and Responses:

Commenting Party: "Community Forest Advocates" and others

Issue Raised	Summary of Concern	Tauzer Apiaries, Inc. Response
1. Pathogen transmission from commercial hives to native bees	Introduction of commercial hives from outside the area may bring diseases and parasites harmful to both local managed and wild pollinators.	Tauzer agrees that pathogen spillover is a valid concern but emphasizes that such risks are primarily associated with unmanaged or feral colonies. Their hives are regularly inspected, treated, and managed under strict health protocols.
2. Forage competition due to high hive density	Hosting up to 120 hives could place unsustainable demand on local forage, particularly given the mowing practices at the spray fields which have reduced floral resources.	Tauzer indicates that the proposed hive density is within typical limits for similar landscapes in California. They adjust hive numbers seasonally based on forage availability and ecosystem health

Issue Raised	Summary of Concern	Tauzer Apiaries, Inc. Response
3. Chemical residue exposure	Bees may carry pesticide, herbicide, and insecticide residues from agricultural areas like Central Valley orchards.	assessments. Tauzer outlines a rest period policy before relocating hives from pollination contracts, allowing time for detoxification. They cite research showing such residues degrade naturally and do not pose long-term threats when proper management is in place.
4. Scale of the proposal	The number of hives (120) is perceived as disproportionate to the size of the area and the town's ecosystem.	Tauzer affirms the number is consistent with other well-managed sites and emphasizes flexibility in adjusting hive counts based on environmental feedback.
5. Lack of environmental or financial benefit to the City	Risk to pollinators and native ecology is not justified by the modest financial return or unclear benefits to the local environment.	Tauzer highlights the broader agricultural and ecological benefits of responsible beekeeping, such as supporting pollination services, preserving working lands, and demonstrating compatible land stewardship practices.

The public comment provided by the "Community Forest Advocates" and others raises thoughtful ecological considerations around pollinator health, land use intensity, and chemical exposure. Tauzer Apiaries, Inc. has provided a detailed, science-based response that addresses these concerns through their operational standards, health protocols, and environmental safeguards. While the financial gain to the City may be limited, the proposed partnership offers broader environmental and agricultural value.

The City will receive \$500 annually from Tauzer Apiaries, Inc. in exchange for the use of City-owned property. This fee is considered reasonable based on similar agreements for land use and provides an opportunity for the City to generate revenue from a currently underutilized portion of property.

Staff recommends that the City Council approve the License Agreement with Tauzer Apiaries, Inc. to allow for the placement, maintenance, and inspection of honey bee hives on City-owned property at 1 Chaix Lane. The terms of the agreement are fair, and

the use of the land aligns with the City's goals of promoting environmentally sustainable practices and ensuring responsible land management.

ENVIRONMENTAL REVIEW: Exempt.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[ST. HELENA - Bee Hive License Agreement Complete](#)

[Resolution Authorizing Tauzer Apiaries, Inc Agreement](#)

[ST. HELENA - Bee Hive License Agreement Signed](#)

[PP Presentation License Agreement COSH & Tauzer Apiaries, Inc. 2025](#)

[FW Beehive Proposal Asmuth1](#)

[Asmuth Attachment Parasite Transmission Between Hives and Spillover to Non-Apis Pollinators](#)

[Info. Beescape Chaix Lane](#)

[Info.Avenues towards reconciling wild and managed bee proponents. Trends in Ecology and Evolution](#)

[Info.TA Pollinator Seed Mix](#)

[Info The Role of Professional Beekeeping in Northern CA A Pollinator Fact Sheet](#)

**LICENSE AGREEMENT
BETWEEN
CITY OF ST. HELENA AND
TAUZER APIARIES, INC. FOR
ACCESS TO CITY PROPERTY TO HOST BEES**

This License Agreement (“Agreement”) is entered into effective January 28, 2025 (“Effective Date”), by and between the City of St. Helena, a California municipal corporation with its principal place of business at 1088 College Avenue, St. Helena, CA 94574 (“City”), and Tauzer Apiaries, Inc., a California corporation with its principal place of business at 23011 County Road 103, Woodland, CA 95776 (“Licensee”). City and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City owns certain real property located at 1 Chaix Lane, St. Helena, CA 94574, APN 030-250-018-000, (the “City Parcel”), adjacent to the City’s Wastewater Treatment Facility.

B. Licensee desires to obtain, and City desires to grant, a license from City to Licensee to access and use an approximately 12,824 sq. ft. vacant area located along a portion of the City Parcel generally located at 1 Chaix Lane boundary of the City Parcel depicted in **Exhibit A** (“License Area”), solely for the placement, maintenance, and inspection of honey bee hives. **Exhibit A** is attached hereto and incorporated herein by this reference.

C. The terms of this Agreement shall govern Licensee's use and access to the License Area.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into this Agreement by reference.

2. **Grant of License.** City hereby grants to Licensee a license for access and entry onto the License Area, subject to all of the terms and conditions hereof, for valuable consideration of \$500.00 per year, due on July 1st of each year. The License Area includes the 12,824 sq. ft. area of the City Parcel with the placement locations for the honey bee hives outlined in yellow (“designated placement locations”), as depicted in **Exhibit A**.

3. **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue until terminated. The Parties acknowledge and agree that the license to use granted under this Agreement is revocable and terminable pursuant to Section 12.

4. **Use of the License Area.** The License Area shall be utilized by Licensee solely for the purpose of placing, maintaining, and inspecting honey bee hives (“Activities”). Licensee may

place between 96-120 honey bee hives, with a maximum of 120 honey bee hives, only in the designated placement locations in the License Area. Licensee shall, at its sole cost and expense, rotate the placement of the honey bee hives throughout the year as follows: (A) the honey bee hives shall be placed on the designated placement location on the west side of the City Parcel from November to January and (B) the honey bee hives shall be placed on the designated placement location on the east side of the designated placement location on the east side of the City Parcel from April to October. Licensee, at its sole cost and expense, shall maintain the License Area and repair any damage to property done by Licensee or any of its employees, agents, customers, or sublicensees. Licensee's Activities shall not interfere with City's use of its property. Licensee shall not park, repair, refuel, or permit to be parked, repaired, refuel any vehicle or mechanized equipment in the License Area, except for the sole exception of facilitating the Activities. Licensee shall, at its sole cost and expense, take any appropriate action to ensure that the honey bee hives will be at least 100 feet from an occupied structure, entrance, exit, or any area where the public and/or the City's officers, agents, employees and contractors may be. Any License or permission granted hereunder is non-exclusive, subject to the discretion, approval and direction of the City throughout the term and duration of the License and the City retains the authority, in accordance with this Agreement, to supervise, control, and/or terminate any Activities conducted. The City hereby designates Joseph Leach, Public Works Director and City Engineer, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). Licensee shall not accept direction or orders from any person other than the City's Representative or his designee, unless otherwise instructed by the City in writing. Licensee shall not use, and Licensee shall prohibit any of its sublicensees from using the License Area other than for the Activities described herein. City acknowledges that the Licensee's hives require isolation from other hives and agrees not to license the City Parcel to others for the purpose of hosting or maintaining bee hives. Licensee is fully responsible for maintaining the beehives and determining whether other bee hives or operations are on neighboring properties. The City may inform Licensee of other bee hives or operations on neighboring properties, but is not obligated to do so.

5. Compliance with Laws. Licensee shall, at its sole expense, conduct and cause to be conducted all activities in the License Area in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether or not in the contemplation of the Parties. Licensee agrees to conduct the Activities at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the License Area any and all licenses, permits, or approvals necessary to conduct the Activities.

6. Restrictions on Use of the License Area. Licensee shall not use or permit the License Area to be used in any manner which would violate any lawful access to, and use and operation of, the License Area. Licensee shall not commit any waste or permit or suffer any waste to be committed on the License Area. Licensee shall, at its sole cost and expense, maintain and preserve the natural environment in its present state.

7. Condition of Access Not Warranted; "AS IS". Notwithstanding the foregoing, City does not warrant or represent the License Area granted by this Agreement is safe, healthful or suitable. Licensee acknowledges that it has inspected and accepts the License Area in its present

condition as suitable for the use for which this Agreement is granted. LICENSEE'S USE OF THE LICENSE AREA IS SOLELY AT ITS OWN RISK. LICENSEE SHALL NOT FILE ANY ACTION, CLAIM OR LAWSUIT FOR DAMAGES, RESTITUTION OR OTHER RELIEF AGAINST CITY IN CONNECTION WITH USE OF THE LICENSE AREA. The City is not responsible for the safety or any personal injury to Licensee, its employees, agents, or sublicensees, or for the property of Licensee, its employees, agents, sublicensees in the event of theft, damage or loss, occurring from the Activities or use of the License Area.

Licensee initials_____

8. Release. Licensee does hereby release and forever discharge City, its officials, officers, employees, agents, volunteers, attorneys, successors, and assigns from any and all manner of actions, at law or in equity, suits, debts, liens, promises, liabilities, claims, demands, damages, losses, costs, known or unknown, fixed or contingent (collectively referred to hereinafter as "Claims"), which Licensee now has or may hereafter have in connection with the License Area, use of the License Area or this Agreement. By releasing and forever discharging claims, both known and unknown as provided above, Licensee expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Licensee initials_____

9. Insurance. Without in any way limiting Licensee's liability pursuant to the "Indemnification" section (Section 11) of this Agreement, Licensee must maintain insurance in the following minimum amounts and coverages for the License Area:

A. General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations; Automobile Liability Insurance with proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Contractor has no owned autos, hired, (Symbol 8), and non-owned autos (Symbol 9), per accident for bodily injury and property damage; and Worker's Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of City.

B. General Liability Insurance and Automobile Liability Insurance policies must provide the following:

(i) Name as Additional Insured the City of St. Helena, its officers, agents, and employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All insurance shall be provided under an occurrence basis.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

E. Before commencing any Activities under this Agreement, Licensee shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-:VIII or higher, that are authorized to do business in the State of California, and that are reasonably satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10. Hazardous/Toxic Materials. Licensee shall use the License Area in compliance with all federal, state or local environmental, health and/or safety-related laws, regulations, standards, permits currently existing or as amended or adopted in the future from time to time which are or become applicable to Licensee or the License Area ("Environmental Laws"). Licensee shall not cause or permit or allow any of its agents, contractors, employees, or sublicensees to cause or permit, any hazardous or toxic materials to be stored, generated, treated or disposed of on or about the License Area. As used herein, "hazardous and toxic materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its detrimental properties or effects.

11. Indemnification. Licensee shall indemnify, defend (with counsel approved by City), reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the License Area, or any part thereof; (b) any failure by Licensee, or any of its employees, agents, customers, or sublicensees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the License Area or the Activities conducted thereon by Licensee, its employees, agents, customers, or sublicensees; or (d) any and all Losses arising in connection with this Agreement. This indemnity shall specifically exclude any injury or damage that results from the sole negligence or the intentional or willful misconduct

of the City, its officers, directors, agents, or employees. City shall notify Licensee of any asserted claim with respect to which City may be indemnified against hereunder and shall deliver to Licensee copies of all process and pleadings pertaining thereto. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and all other reasonable costs and expenses incurred by the indemnified parties. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensee and City and their respective officers, agents, employees, and contractors. Licensee shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision. This indemnity shall survive the termination of this Agreement.

12. Termination. Either Party may terminate this Agreement at any time without cause by providing at least sixty (60) days' written notice to the other party pursuant to Section 15. From the date of termination in the notice, Licensee shall have up to thirty (30) days to remove the hives from the License Area and restore, at Licensee's sole cost and expense, the License Area to its original condition. Further, the City may terminate this Agreement and the License for safety/emergency reasons without prior notice to Licensee. It is within the sole discretion of the City to determine if and when safety/emergency concerns exist which require immediate attention. If this Agreement and the License is terminated for safety/emergency reasons, the City shall take appropriate, immediate action in the License Area, including the removal and destruction of the honey bee hives. The City shall incur no liability or obligation upon exercising any of the termination rights listed herein.

13. Cure. In the event that the Licensee violates any provision of this Agreement, Licensee shall immediately notify City pursuant to Section 15. Licensee shall, at its sole cost and expense, cure all deficiencies within seven (7) days from the date of discovering the deficiencies. City shall take appropriate action to ensure that Licensee has cured all deficiencies and is in compliance with the Agreement. If City discovers that Licensee is not in compliance after Licensee has taken action to cure all deficiencies, City shall immediately terminate this Agreement and Licensee shall remove the honey bee hives from the License Area and restore the License Area to its original condition pursuant to Section 12. Licensee shall not have the ability to cure if the deficiencies are found to constitute safety/emergency concerns; in which case, the safety/emergency provisions in Section 12 shall control.

14. Possessory Interest Taxes. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest under applicable law. Licensee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Licensee's interest under this Agreement or use of the License Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by applicable law.

15. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

CITY:

City of St. Helena

1088 College Avenue
St. Helena, CA 94574
Attn: Anil Comelo, City Manager

LICENSEE:

Tauzer Apiaries, Inc.
23011 County Road 103
Woodland, CA 95776
Attn: Trevor Tauzer, Owner

Notice shall be deemed made (a) upon the date when it is deposited with the U.S. Post Office, if sent by first-class or certified mail, or (b) upon the date personal delivery is made.

16. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

17. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

18. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

19. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Napa County, State of California.

20. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver or binding unless executed in writing by the Party making the waiver.

21. Entire Agreement. This Agreement contains the entire agreement of the Parties relative to the subject matter herein and supersedes any prior or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

22. Assignments. Licensee shall not transfer or assign, voluntarily, involuntarily, directly or indirectly, Licensee's interest under this Agreement. This Agreement is personal to Licensee and shall not be assigned by Licensee without prior written consent by City, and any attempt to assign this Agreement by Licensee without City's consent shall be void. City may

assign this Agreement to a successor owner. Notwithstanding the foregoing, each and every term and condition of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both Parties.

23. Invalidity. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

24. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

25. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

26. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

TAUZER APIARIES, INC.

By: _____
Anil Comelo, City Manager

By: _____
Trevor Tauzer, Owner

Approved as to Form:

By: _____
Ethan Walsh, City Attorney

Exhibit A
License Area

The City Parcel is identified as APN 030-250-018-000. The License Area and the designated placement locations for the honey bee hives are below.



83578.00000\42697612.3



CITY OF ST. HELENA**RESOLUTION No. 2025-****APPROVAL OF A RESOLUTION AUTHORIZING THE
EXECUTION OF A LICENSE AGREEMENT BETWEEN
CITY OF ST. HELENA AND TAUZER APIARIES, INC. FOR
ACCESS TO CITY PROPERTY TO HOST BEES.****RECITALS**

- A. The license agreement grants the licensee access to 12,824 square foot portion of City property located along Chaix Lane; and
- B. The license agreement specifies that this area will be used solely for the placement, maintenance, and inspection of honey bee hives; and
- C. The licensee will pay the City a fee of \$500.00 per year, due on July 1st of each year. This fee compensates the City for the use of the property and ensures ongoing maintenance and oversight of the arrangement; and
- D. The Agreement will be effective starting on January 28, 2025, and is expected to remain in force annually, subject to renewal or termination under the terms set forth in the agreement; and

RESOLUTION

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

- 1. The above recitals are true and correct and are incorporated herein by this reference; and
- 2. Authorizing the City Manager to execute a License Agreement between Tauzer Apiaries, Inc. and the City for permission to place and maintain honey bee hives on a vacant portion of City-owned property located at 1 Chaix Lane; and
- 3. Fee is provided as follows:

Fee Details	Fee	Frequency	Amount
Fee is required on July 1 st of each year.	\$500	Fiscal Year	\$500
Total			\$500

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025 by the following vote:

Mayor Dohring: _____

Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

City Clerk

**LICENSE AGREEMENT
BETWEEN
CITY OF ST. HELENA AND
TAUZER APIARIES, INC. FOR
ACCESS TO CITY PROPERTY TO HOST BEES**

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RECITALS

A. City owns certain real property located at 1 Chaix Lane, St. Helena, CA 94574, APN 030-250-018-000, (the "City Parcel"), adjacent to the City's Wastewater Treatment Facility.

B. Licensee desires to obtain, and City desires to grant, a license from City to Licensee to access and use an approximately 12,824 sq. ft. vacant area located along a portion of the City Parcel generally located at 1 Chaix Lane boundary of the City Parcel depicted in Exhibit A ("License Area"), solely for the placement, maintenance, and inspection of honey bee hives. Exhibit A is attached hereto and incorporated herein by this reference.

C. The terms of this Agreement shall govern Licensee's use and access to the License Area.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement by reference.

2. Grant of License. City hereby grants to Licensee a license for access and entry onto the License Area, subject to all of the terms and conditions hereof, for valuable consideration of \$500.00 per year, due on July 1st of each year. The License Area includes the 12,824 sq. ft. area of the City Parcel with the placement locations for the honey bee hives outlined in yellow ("designated placement locations"), as depicted in Exhibit A.

2. Term. The Term of this Agreement shall commence on the Effective Date and shall continue until terminated. The Parties acknowledge and agree that the license to use granted under this Agreement is revocable and terminable pursuant to Section 12.

3. Use of the License Area. The License Area shall be utilized by Licensee solely for the purpose of placing, maintaining, and inspecting honey bee hives ("Activities"). Licensee

may place between 96-120 honey bee hives, with a maximum of 120 honey bee hives, only in the designated placement locations in the License Area. Licensee shall, at its sole cost and expense, rotate the placement of the honey bee hives throughout the year as follows: (A) the honey bee hives shall be placed on the designated placement location on the west side of the City Parcel from November to January and (B) the honey bee hives shall be placed on the designated placement location on the east side of the designated placement location on the east side of the City Parcel from April to October. Licensee, at its sole cost and expense, shall maintain the License Area and repair any damage to property done by Licensee or any of its employees, agents, customers, or sublicensees. Licensee's Activities shall not interfere with City's use of its property. Licensee shall not park, repair, refuel, or permit to be parked, repaired, refuel any vehicle or mechanized equipment in the License Area, except for the sole exception of facilitating the Activities. Licensee shall, at its sole cost and expense, take any appropriate action to ensure that the honey bee hives will be at least 100 feet from an occupied structure, entrance, exit, or any area where the public and/or the City's officers, agents, employees and contractors may be. Any License or permission granted hereunder is non-exclusive, subject to the discretion, approval and direction of the City throughout the term and duration of the License and the City retains the authority, in accordance with this Agreement, to supervise, control, and/or terminate any Activities conducted. The City hereby designates Joseph Leach, Public Works Director and City Engineer, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). Licensee shall not accept direction or orders from any person other than the City's Representative or his designee, unless otherwise instructed by the City in writing. Licensee shall not use, and Licensee shall prohibit any of its sublicensees from using the License Area other than for the Activities described herein. City acknowledges that the Licensee's hives require isolation from other hives and agrees not to license the City Parcel to others for the purpose of hosting or maintaining bee hives. Licensee is fully responsible for maintaining the beehives and determining whether other bee hives or operations are on neighboring properties. The City may inform Licensee of other bee hives or operations on neighboring properties, but is not obligated to do so.

4. Compliance with Laws. Licensee shall, at its sole expense, conduct and cause to be conducted all activities in the License Area in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether or not in the contemplation of the Parties. Licensee agrees to conduct the Activities at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the License Area any and all licenses, permits, or approvals necessary to conduct the Activities.

5. Restrictions on Use of the License Area. Licensee shall not use or permit the License Area to be used in any manner which would violate any lawful access to, and use and operation of, the License Area. Licensee shall not commit any waste or permit or suffer any waste to be committed on the License Area. Licensee shall, at its sole cost and expense, maintain and preserve the natural environment in its present state.

6. Condition of Access Not Warranted; "AS IS". Notwithstanding the foregoing, City does not warrant or represent the License Area granted by this Agreement is safe, healthful

or suitable. Licensee acknowledges that it has inspected and accepts the License Area in its present condition as suitable for the use for which this Agreement is granted. LICENSEE'S USE OF THE LICENSE AREA IS SOLELY AT ITS OWN RISK. LICENSEE SHALL NOT FILE ANY ACTION, CLAIM OR LAWSUIT FOR DAMAGES, RESTITUTION OR OTHER RELIEF AGAINST CITY IN CONNECTION WITH USE OF THE LICENSE AREA. The City is not responsible for the safety or any personal injury to Licensee, its employees, agents, or sublicensees, or for the property of Licensee, its employees, agents, sublicensees in the event of theft, damage or loss, occurring from the Activities or use of the License Area.

Licensee initials TT

7. Release. Licensee does hereby release and forever discharge City, its officials, officers, employees, agents, volunteers, attorneys, successors, and assigns from any and all manner of actions, at law or in equity, suits, debts, liens, promises, liabilities, claims, demands, damages, losses, costs, known or unknown, fixed or contingent (collectively referred to hereinafter as "Claims"), which Licensee now has or may hereafter have in connection with the License Area, use of the License Area or this Agreement. By releasing and forever discharging claims, both known and unknown as provided above, Licensee expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Licensee initials TT

8. Insurance. Without in any way limiting Licensee's liability pursuant to the "Indemnification" section (Section 11) of this Agreement, Licensee must maintain insurance in the following minimum amounts and coverages for the License Area:

A. General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations; Automobile Liability Insurance with proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Contractor has no owned autos, hired, (Symbol 8), and non-owned autos (Symbol 9), per accident for bodily injury and property damage; and Worker's Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of City.

B. General Liability Insurance and Automobile Liability Insurance policies must provide the following:

(i) Name as Additional Insured the City of St. Helena, its officers, agents, and employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All insurance shall be provided under an occurrence basis.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

E. Before commencing any Activities under this Agreement, Licensee shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-:VIII or higher, that are authorized to do business in the State of California, and that are reasonably satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

9. Hazardous/Toxic Materials. Licensee shall use the License Area in compliance with all federal, state or local environmental, health and/or safety-related laws, regulations, standards, permits currently existing or as amended or adopted in the future from time to time which are or become applicable to Licensee or the License Area ("Environmental Laws"). Licensee shall not cause or permit or allow any of its agents, contractors, employees, or sublicensees to cause or permit, any hazardous or toxic materials to be stored, generated, treated or disposed of on or about the License Area. As used herein, "hazardous and toxic materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its detrimental properties or effects.

10. Indemnification. Licensee shall indemnify, defend (with counsel approved by City), reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the License Area, or any part thereof; (b) any failure by Licensee, or any of its employees, agents, customers, or sublicensees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the License Area or the Activities conducted thereon by Licensee, its employees, agents, customers, or sublicensees; or (d) any and all Losses arising in connection with this Agreement. This

indemnity shall specifically exclude any injury or damage that results from the sole negligence or the intentional or willful misconduct of the City, its officers, directors, agents, or employees. City shall notify Licensee of any asserted claim with respect to which City may be indemnified against hereunder and shall deliver to Licensee copies of all process and pleadings pertaining thereto. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and all other reasonable costs and expenses incurred by the indemnified parties. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensee and City and their respective officers, agents, employees, and contractors. Licensee shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision. This indemnity shall survive the termination of this Agreement.

11. Termination. Either Party may terminate this Agreement at any time without cause by providing at least sixty (60) days' written notice to the other party pursuant to Section 15. From the date of termination in the notice, Licensee shall have up to thirty (30) days to remove the hives from the License Area and restore, at Licensee's sole cost and expense, the License Area to its original condition. Further, the City may terminate this Agreement and the License for safety/emergency reasons without prior notice to Licensee. It is within the sole discretion of the City to determine if and when safety/emergency concerns exist which require immediate attention. If this Agreement and the License is terminated for safety/emergency reasons, the City shall take appropriate, immediate action in the License Area, including the removal and destruction of the honey bee hives. The City shall incur no liability or obligation upon exercising any of the termination rights listed herein.

12. Cure. In the event that the Licensee violates any provision of this Agreement, Licensee shall immediately notify City pursuant to Section 15. Licensee shall, at its sole cost and expense, cure all deficiencies within seven (7) days from the date of discovering the deficiencies. City shall take appropriate action to ensure that Licensee has cured all deficiencies and is in compliance with the Agreement. If City discovers that Licensee is not in compliance after Licensee has taken action to cure all deficiencies, City shall immediately terminate this Agreement and Licensee shall remove the honey bee hives from the License Area and restore the License Area to its original condition pursuant to Section 12. Licensee shall not have the ability to cure if the deficiencies are found to constitute safety/emergency concerns; in which case, the safety/emergency provisions in Section 12 shall control.

13. Possessory Interest Taxes. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest under applicable law. Licensee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Licensee's interest under this Agreement or use of the License Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by applicable law.

14. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

CITY:

City of St. Helena
1088 College Avenue
St. Helena, CA 94574
Attn: Anil Comelo, City Manager

LICENSEE:

Tauzer Apiaries, Inc.
23011 County Road 103
Woodland, CA 95776
Attn: Trevor Tauzer, Owner

Notice shall be deemed made (a) upon the date when it is deposited with the U.S. Post Office, if sent by first-class or certified mail, or (b) upon the date personal delivery is made.

15. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

16. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

17. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

18. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Napa County, State of California.

19. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver or binding unless executed in writing by the Party making the waiver.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties relative to the subject matter herein and supersedes any prior or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

21. Assignments. Licensee shall not transfer or assign, voluntarily, involuntarily, directly or indirectly, Licensee's interest under this Agreement. This Agreement is personal to

Licensee and shall not be assigned by Licensee without prior written consent by City, and any attempt to assign this Agreement by Licensee without City's consent shall be void. City may assign this Agreement to a successor owner. Notwithstanding the foregoing, each and every term and condition of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both Parties.

22. Invalidity. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

23. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

24. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

26. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

TAUZER APIARIES, INC.

By: _____
Anil Comelo, City Manager

By: Trevor Tauzer
Trevor Tauzer, Owner

Approved as to Form:

By: _____
Ethan Walsh, City Attorney

Exhibit A
License Area

The City Parcel is identified as APN 030-250-018-000. The License Area and the designated placement locations for the honey bee hives are below.





83578.00000-42697612.3

License Agreement Between The City of St. Helena and Tauzer Apiaries, Inc.

Access Agreement for Honey Bee Hive Placement at 1 Chaix Lane

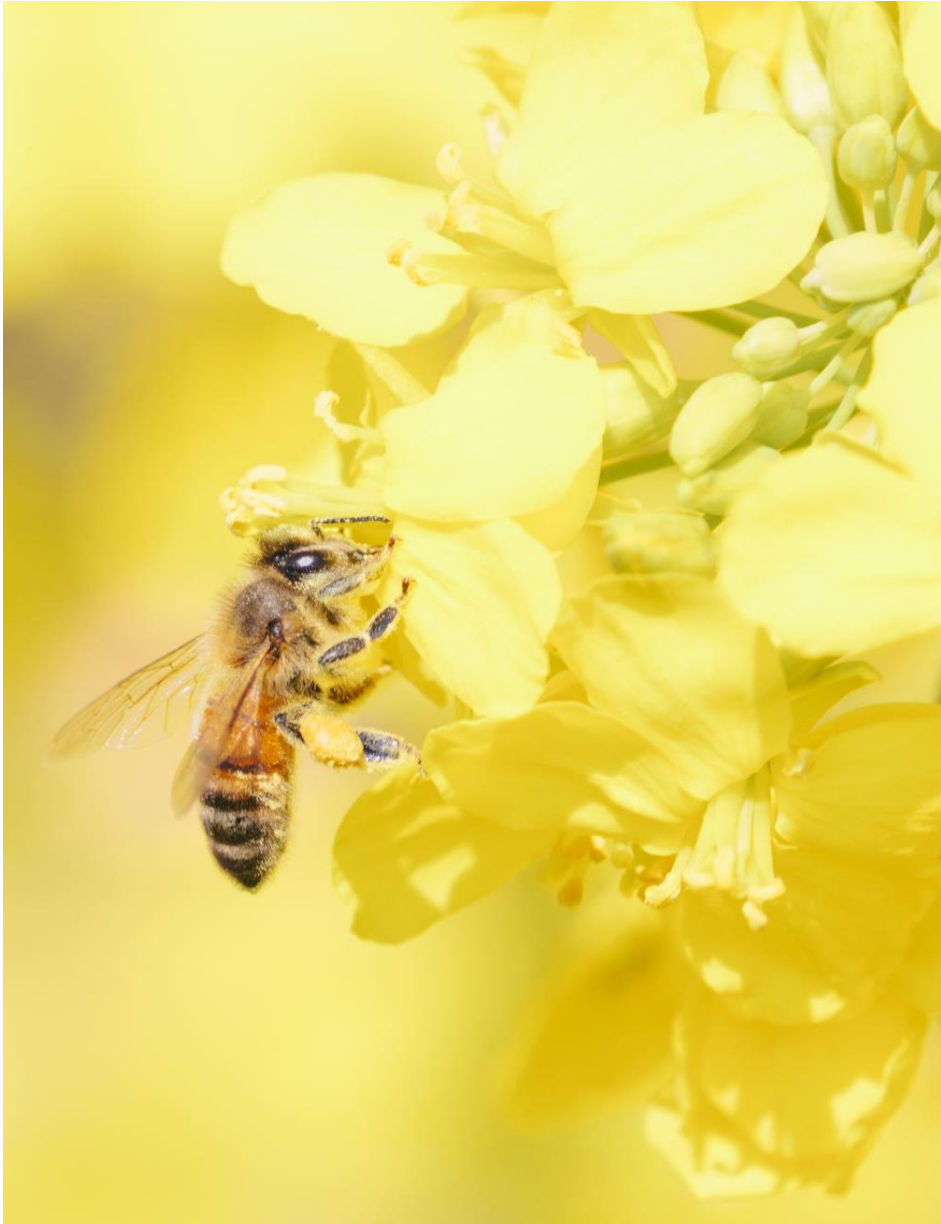
July 22, 2025



Agreement Overview

- **Parties Involved:** Tauzer Apiaries, Inc. & City of St. Helena
- **Location:** 1 Chaix Lane, St. Helena
- **Purpose:** Allows Tauzer Apiaries to place and maintain honey bee hives on City property
- **Area Size:** 12,824 square feet (see Exhibit A for details)





Benefits of the Agreement

- **Productive Use of Vacant Property:** The area is utilized for sustainable agriculture
- **Environmental Benefits:** Enhances pollination and supports local ecosystems
- **Supports Sustainable Practices:** Encourages beekeeping and local honey production

Terms of the Agreement

- **Access Rights:** Licensee may place, maintain, and inspect honey bee hives
- **Hive Placement:** Designated locations marked in yellow on Exhibit A
- **Restrictions:** Area to be used exclusively for beekeeping activities



Financial Consideration



- **Annual Fee:** \$500.00 per year
- **Payment Due Date:** July 1st of each year
- **Purpose of Fee:** Covers property use, maintenance, and oversight

Terms and Renewal



- **Effective Date:** January 28, 2025
- **Duration:** Annual agreement, subject to renewal or termination
- **Renewal Terms:** As outlined in the license agreement

Public Comment Summary – “Community Forest Advocates” & Others

Key Concerns Raised:

1. Risk of pathogen transmission to native bees
2. Excessive hive density – up to 120 hives
3. Loss of forage due to mowing practices
4. Potential chemical residue from pollination contracts
5. Insufficient local/environmental benefit to justify risks

Tauzer Apiaries Response – Pathogens, Hive Management, Pesticides & Land Stewardship

Pathogen Concerns:

- Valid issue, but mostly applies to unmanaged/feral colonies
- Tauzer maintains strict hive health protocols
- Hives are routinely inspected and treated

Hive Density:

- 120 hives consistent with CA industry standards
- Seasonal adjustments based on forage and environmental feedback

Pesticide Exposure:

- Hives rest after pollination contracts before relocation
- Residue levels are low and degrade over time

Environmental Stewardship:

- Responsible apiary management supports local pollination
- Site use demonstrates agricultural compatibility with ecological goals

Staff Recommendation to Council



- Staff recommends that the City Council approve the License Agreement with Tauzer Apiaries, Inc. to allow for the placement, maintenance, and inspection of honey bee hives on City-owned property at 1 Chaix Lane.

From: [Ian Dale](#)
To: [Erika Opp](#)
Subject: FW: Beehive Proposal
Date: Tuesday, June 3, 2025 3:20:19 PM
Attachments: [Parasite Transmission Between Hives and Spillover to Non-Apis Pollinators.pdf](#)
[image001.png](#)

This one is from Paul Asmuth regarding the tauser apiaries also.

Thank you,

IAN DALE
ENVIRONMENTAL SERVICES TECHNICIAN II
 City of St. Helena | Public Works
 1088 College Avenue | St. Helena, CA 94574
 Direct: (707) 967-2794 | Mobile: (707) 312-1372 | IDale@cityofstheleena.gov |
<http://cityofstheleena.gov/publicworks>



From: Paul Asmuth <pasmuth@thenapavalleyreserve.com>
Sent: Thursday, May 15, 2025 3:41 PM
To: Ian Dale <idale@cityofstheleena.gov>
Subject: [External] Beehive Proposal

Hi Ian,

Thank you again for reaching out to me yesterday regarding the proposed beehives at the city's WWTP effluent spray fields. Beekeeping is an agricultural product that is good when done well. In addition, bees are needed to pollinate many of the foods that we eat and vital to the overall ecosystem.

The proposal before the city of placing up to 120 hives at the WWTP spray fields is not something that I support. I've been in discussion with Martin Podell and Rob Keller with the Napa County Bee Association to understand their position on the proposal. They are very knowledgeable on this subject, and I've given them your email to directly communicate with you. They recommended the reading of the attached article that addresses some of the concerns of pathogen transfers between hives.

Martin and Rob believe that 120 bee hives is more than the entire area of St. Helena. My main concerns are what I shared with you:

1. Moving commercial beehives from outside the area can introduce pathogens to local hives and native bees
2. This quantity of hives will challenge the local native and honeybee populations for enough forage. The WWTP spray fields used to only be mowed once a year and there was a lot of forage for bees. Now, these fields are regularly mowed with no forage for bees.
3. Bees from central valley orchards can carry pesticides, herbicides, and insecticides residues that they may have been exposed to.

There doesn't seem to be enough financial upside to the city and local environment to risk bringing in this large quantity of beehives.

I'm happy to speak with you more or put you directly in touch with Martin or Rob.

Kind regards, Paul

Paul Asmuth
Director of Special Projects and Community Relations
The Napa Valley Reserve

1000 Silverado Trail North
St. Helena, CA 94574
pasmuth@thenapavalleyreserve.com

Section III
Honey Bee Diseases, Disorders, and Special Topics



18

Parasite Transmission Between Hives and Spillover to Non-*Apis* Pollinators

Scott McArt

Department of Entomology, College of Agriculture and Life Sciences, Cornell University, Ithaca, NY, USA

Introduction

Unsustainable honey bee colony losses have been documented over the past several years in the US, Europe, and other parts of the world. While many factors are contributing to losses, a key challenge is parasites (vanEngelsdorp et al. 2009; Evans and Spivak 2010; Pettis et al. 2015). The varroa mite (*Varroa destructor*), Deformed Wing Virus (DWV), European Foulbrood (*Melissococcus plutonius*), American Foulbrood (*Paenibacillus larvae*), and chalkbrood (*Ascosphaera apis*) are major threats to honey bees and beekeepers, to name just a few.

When a colony of honey bees gets sick, can bees from the infected colony transmit parasites to other colonies within an apiary? What about transmission to nearby apiaries? Are all apiaries at risk, or is there a maximum distance at which transmission can occur? What about risk to wildlife? Can parasite spillover occur between managed colonies of *Apis mellifera* to wild, non-*Apis* bees or other insects? Such spillover between domestic animals and wildlife occurs in other systems, with classic examples such as the transmission of brucellosis (caused by *Brucella* bacteria) between cattle and wild elk (Kauffman et al. 2016; Rayl et al. 2019), and rinderpest (caused by *Rinderpest morbillivirus*) transmission, which devastated domestic cattle, wildebeest, and other ungulate wildlife in Africa (Kock et al. 1999). Does similar cross-species risk of transmission occur for parasites of honey bees and wild pollinators?

The past several years have seen a dramatic increase in research addressing how parasites of honey bees are transmitted. This is an important development, since knowledge of transmission is critical for any attempts to predict, and ultimately control, the spread of disease. While important parasites such as varroa or American Foulbrood may seem like impossible problems for beekeepers to surmount, remember that world-wide eradication of

rinderpest occurred in 2011 (OIE 2011). Notably, the eradication of rinderpest occurred because of participatory epidemiological methods that allowed veterinarians to interact closely with cattle herders and more effectively implement control measures (Mariner et al. 2012). Indeed, a major goal of this book is to provide information that will hopefully facilitate similar interactions between veterinarians and beekeepers.

Parasite Transmission Within an Apiary

Before they were domesticated, honey bee colonies occurred naturally at a relatively low density in the landscape. Today, feral colonies of honey bees are still found at this low density, primarily in tree cavities. For example, colonies inhabiting trees in forests around the city of Nizhny Novgorod, Russia were found to be present at a density of 1–2 colonies per km² (Galton 1971). Similarly, Tom Seeley has conducted numerous surveys of feral honey bee colonies in trees surrounding Ithaca, NY, USA, finding they exist at a density of about 1 colony per km² (Seeley 2007; Seeley et al. 2015).

In contrast, modern beekeeping practices often encourage colonies to be placed 1 m apart or less (Crane 1990). Commercial beekeepers typically stack multiple colonies side-by-side on a single pallet so they can be moved efficiently from location to location (e.g. orchards for crop pollination, followed by fields for honey production). This crowding of multiple colonies at a given location greatly improves the ease of beekeeping, of course. In fact, there are common beekeeping terms used to describe a location with multiple colonies: an *apiary* or a *bee yard*. However, crowding of colonies in an apiary comes with some costs.

There are two main reasons why crowding colonies in an apiary can increase risk of disease transmission. First, foraging bees from neighboring colonies can have difficulty distinguishing between their own colony and a neighboring colony, resulting in “drifting” between hives (Free 1958). While intuitively this may seem like a rare occurrence for anyone who’s watched highly intelligent honey bee foragers leaving and entering a hive, it is not. In fact, when colonies of the same color are placed next to each other and face the same direction, it is common for 40% of the forager bees to be from a neighboring colony (Jay 1965, 1966a,b). Drifting by foragers can be greatly reduced by increasing the spacing between colonies, painting them different colors, and having them face different directions (Jay 1965, 1966b). However, some drifting between colonies that share a typical apiary will occur regardless of spacing between colonies.

Second, colonies within an apiary are at increased risk of having their honey stolen by foragers from other colonies when food is scarce (Free 1954; Downs and Ratnieks 2000). This phenomenon is called “robbing” and it is most common for weak hives to be robbed by foragers from strong hives (Figure 18.1). Because a leading reason why colonies become weak is due to disease, colonies that have high parasite levels are often at increased risk of being robbed (Sakofski et al. 1990; Greatti et al. 1992; Frey et al. 2011; Peck and Seeley 2019).

Both drifting and robbing increase contact rates between bees from different colonies in an apiary, which has the potential to increase parasite transmission. Indeed, one recent study found that as varroa mite abundance in a colony increases, the mites are increasingly likely to climb onto foragers from another colony that are robbing (Cervo et al. 2014). So, what can a beekeeper do to minimize risk of parasite transmission in their apiary? Perhaps the best study to date that has investigated how parasite transmission is impacted by spatial positioning between colonies within an apiary was conducted by Seeley and Smith (2015).



Figure 18.1 Bees robbing a hive. Source: Photo courtesy of Emma Walters.

For their study, Seeley and Smith (2015) arranged 12 colonies as would be typical in a modern “crowded” apiary (spaced ~1 m apart and facing the same direction), then placed another 12 colonies much further apart in a “dispersed” apiary (~33 m apart, on average). Swarming occurred in many of the colonies early in the season, which reduced mite counts due to the brood interruption. However, in late summer, colonies that had swarmed in the crowded apiary, but not those that had swarmed in the dispersed apiary, developed high mite counts and died over winter. At the same time, the authors documented that drifting between colonies during the summer occurred at a rate of 35–48% in the crowded apiary, while drifting was reduced to 0–6% in the dispersed apiary colonies. These results suggest that early-season swarming reduced a colony’s mite load, but when colonies were crowded in apiaries, this reduction was erased over the summer as mites were spread easily via drifting and/or robbing (Figure 18.1).

In addition to spatial positioning, anything that reduces contact rates between bees from different colonies in an apiary has the potential to reduce parasite transmission, including painting hives different colors and facing them different directions, both of which have been shown to reduce drift and decrease parasite prevalence (Dynes et al. 2019). Lower hive densities in apiaries have been linked to lower parasite levels (Mötus et al. 2016; Dynes et al. 2019), which could be due to reduced transmission or other factors, such as nutritional stress from competition for food (Dolezal and Toth 2018). But hive density has been found to be a poor predictor of parasite levels in other studies (e.g. Giacobino et al. 2014). A recent epidemiological model by Bartlett et al. (2019) suggests that changes in density or spatial positioning of colonies within apiaries are unlikely to impact prevalence of parasites that are able to infect bees at all life stages, such as *Nosema*. Their model suggests only parasites with a base R_0 (the basic reproduction number of a parasite) around 3 are likely to be impacted in a meaningful way by the number or arrangement of colonies in an apiary. Unfortunately, several major honey bee parasites (*Nosema*, American Foulbrood, DWV, the Acute Paralysis Virus complex) appear to have base R_0 values much higher than 3. For example, *Nosema ceranae* is estimated to have a base R_0 around 23 (Higes et al. 2008, 2009; Paxton 2010). While this new modeling work by Bartlett et al. is excellent, further epidemiological models are needed to understand within-apiary dynamics for parasites that are more likely (or only likely) to infect bees at certain life stages (e.g. varroa, American Foulbrood, European Foulbrood). Indeed, empirical results show that apiary density and configuration can impact prevalence of some of these parasites, as outlined above.



Figure 18.2 Monitoring a hive for varroa mites. Source: Photo courtesy of Emma Walters.

Finally, it is important to note that beekeepers often transfer frames (brood combs, frames of honey, etc.) or adult bees between colonies for various reasons, such as building up the strength of a weak colony, or creating a nucleus colony for mating a new queen. This practice greatly increases the probability of transmission for all parasites that can be transmitted via contaminated wax, such as *Nosema* (Bailey 1953), American Foulbrood (Ratnieks 1992), and chalkbrood (Koenig 1987). Furthermore, brood parasites such as varroa, American Foulbrood, European Foulbrood, and chalkbrood are particularly prone to transmission when brood frames are shared between colonies. It should go without saying that good hive inspection and parasite identification skills are critical for any beekeeper who wants to minimize disease in their operation (Figure 18.2).

Parasite Transmission Between Apiaries

In all countries with domesticated honey bees, detections of American Foulbrood must be reported (De Graaf et al. 2006). In some areas of the world, the detection of American Foulbrood leads to quarantine of that apiary, euthanizing all bees in the affected colony or colonies, and destruction of the hives (Pettis et al. 2015). This is not true everywhere, but the reason for the practice is simple and important: there is risk of transmission between apiaries.

While less is known about factors governing transmission between apiaries compared to within an apiary, numerous studies have found that distance between apiaries, robbing by foragers from other hives, and beekeeper identity can be important. For example, Lindström et al. (2008) found that transmission of American Foulbrood occurred at a distance of 1 km from clinically

diagnosed colonies that were allowed to be robbed, but was significantly lower at a distance of 2 km or further. This study found *P. larvae* spores in colonies that were 3 km from the affected apiary, but no clinical symptoms developed in those colonies. The importance of distance was further confirmed in a study that modeled spread of American Foulbrood on the island of Jersey, which is off the northwest coast of France. In this study, both distance between apiaries and ownership of the apiaries by particular beekeepers were predictors of disease spread (Datta et al. 2013). The significant effect of ownership (i.e. beekeeper operation) as a predictor of American Foulbrood spread is noteworthy, as a beekeeper's tools and clothes can become contaminated when inspecting an infected hive, then transmitted to colonies in the next apiary the beekeeper visits. If such contamination occurs, it is important to wash hive tools and smokers with bleach water and scrub them with a steel wool pad. This washing will not destroy *P. larvae* spores, but it will dilute them by removing materials such as wax, honey, and propolis that may contain larger concentrations of spores. Bee jackets and leather gloves can be washed in a similar manner, but if the contamination cannot be eliminated, it is safer to destroy them.

The importance of distance and robbing have also been shown for between-apiary transmission of European Foulbrood and varroa. For example, a study by Belloy et al. (2007) found that adult forager bees carrying *M. plutonius* were detected in 30% of colonies, on average, in apiaries without European Foulbrood symptoms but located near apiaries with clinical symptoms. When apiaries were located 500–1000 m from the apiary with clinical symptoms, forager bees carrying *M. plutonius* were detected in 40% of colonies, while this decreased to 11% when apiaries were located >1000 m from the apiary with clinical symptoms. Similarly, distance between apiaries was found to reduce varroa loads in one recent study (Nolan and Delaplane 2017). In this study, “receiver” colonies placed further away from experimental colonies artificially supplemented with varroa were more likely to remain at low varroa levels compared to colonies that were closer to the varroa-supplemented colonies.

While the above examples likely highlight direct transmission of parasites via robbing of colonies in different apiaries or the occasional long-distance mistake by a drifting forager, another route of transmission is also possible. Specifically, the shared use of flowers (Figure 18.3). While this indirect route of transmission is typically thought to be less important than robbing (Fries and Camazine 2001), new data suggest floral transmission may in fact be an efficient way for parasites to be transmitted between apiaries. For example, one recent study found the varroa mite can

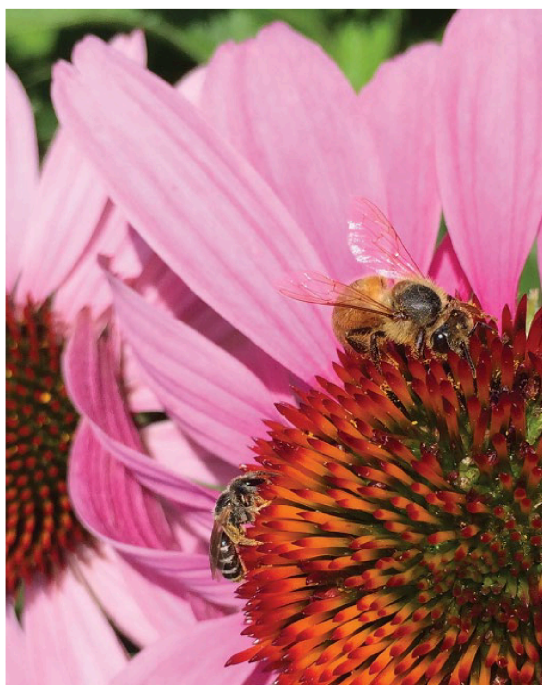


Figure 18.3 Honey bee foraging alongside a sweat bee on Echinacea flower. Parasites such as DWV can be transmitted at flowers. Source: Photo courtesy of Emma Walters.

quickly attach itself to honey bees as they forage at flowers (Peck et al. 2016). Furthermore, honey bees can deposit and acquire numerous parasites from flowers as they forage (Graystock et al. 2015), and DWV is often found on flowers near apiaries when colonies in those apiaries are positive for DWV (Alger et al. 2019).

Just how prevalent are parasites of honey bees on flowers? A postdoc in my lab, Pete Graystock, became interested in this question and decided to screen 2624 flowers representing 89 plant species near Ithaca, NY, USA. He found that 9% of individual flowers and 70% of flower species were positive for at least one bee parasite, and there was significant variation in the prevalence of parasites among different plant genera and species (Graystock et al. 2020; Figure 18.4). In other words, somewhere around 1 out of every 11 individual flowers is contaminated with a bee parasite. With the average adult forager honey bee often visiting over 1000 flowers d^{-1} (Winston 1987), this means that flowers may be an important transmission venue even if only a small fraction of visits to contaminated flowers result in successful transmission. Indeed, flowers may act as a stopover for parasites as they're transmitted from one colony (or apiary) to another, or from one bee species to another, as discussed in the next section.

Evidence of Parasite Spillover From *Apis mellifera* to Non-*Apis* Insects

There is a growing body of literature showing that many parasites of honey bees are also found in wild, non-*Apis* pollinators, and other insects. For example, *N. ceranae* was recently reported in association with bees in the genera *Osmia* and *Andrena* (Ravoet et al. 2014), and is also commonly found in bumble bees (Plischuk et al. 2009; Graystock et al. 2013; Gamboa et al. 2015). Chalkbrood (*A. apis*) has been found in association with bees in the genera *Andrena* and *Halictus* (Evison et al. 2012). New data from Graystock et al. (2020) indicate that honey bees near Ithaca, NY, USA share parasites with at least 46 species of bees representing 14 genera (Figure 18.4a). Perhaps the broadest screening that has occurred in both honey bees and other insects is for the RNA viruses. DWV and numerous other RNA viruses have been found in bumble bees, mason bees, sweat bees, and mining bees (Evison et al. 2012; Gamboa et al. 2015; McMahon et al. 2015; Dolezal et al. 2016). DWV in particular appears to be highly cosmopolitan, with detections in 65 arthropod species spanning eight insect orders and three orders of Arachnida (Martin and Brettell 2019) (Figure 18.3).

As any parasitologist will tell you, simply detecting parasite DNA or RNA in an organism does not mean it is causing an infection. In fact, virulence in unknown hosts is often difficult to predict (Dybdahl and Storfer 2003); therefore data on parasite replication and/or effects on putative hosts are needed. Numerous studies have begun to investigate parasite replication and effects on non-honey bee hosts. For example, Graystock et al. (2013) found that *N. ceranae* can replicate in bumble bees, reduce survival by 48%, and also had detrimental sub-lethal impacts on behavior. Müller et al. (2019) also found evidence that *N. ceranae* could potentially replicate in adults of the mason bee, *Osmia bicornis*. While this study did not find impacts on survival, a similar study that assessed impacts of *N. ceranae* on larval *O. bicornis* did observe reduced survival (Bramke et al. 2019). Additional studies have investigated impacts of viruses on non-honey bee pollinators. Fürst et al. (2014) found that DWV reduces bumble bee worker survival by six days, causing deformed wings and non-viable offspring. Conversely, experimental inoculations with a suite of RNA viruses known to be lethal to honey bees did not impact short-term survival of the cellophane bee, *Colletes inaequalis*, or the leafcutter bee, *Megachile rotundata* (Dolezal et al. 2016).

Is there evidence that parasite spillover occurs between honey bees and wild pollinators? In an excellent study by Fürst et al. (2014), the authors genotyped DWV strains in both honey bees and bumble bees across the UK, finding that bumble bees and honey bees were positive for very

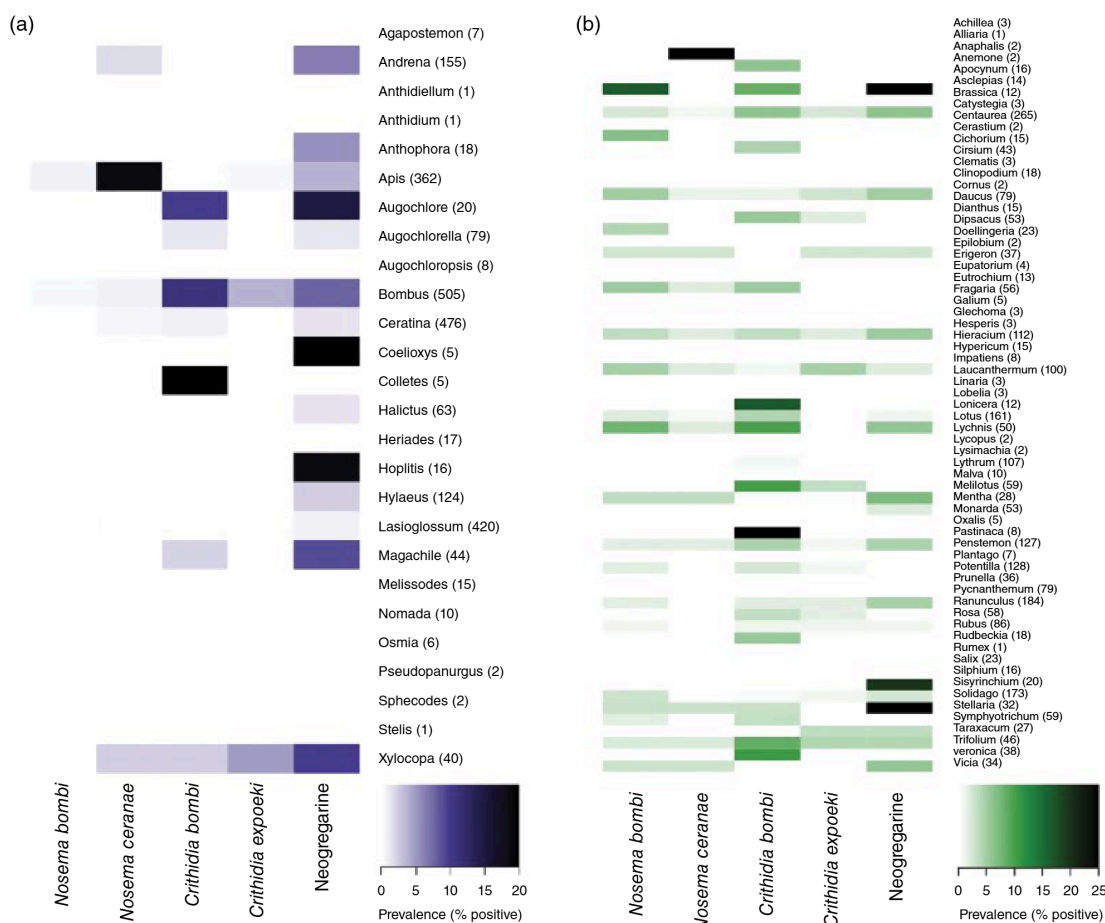


Figure 18.4 Parasite prevalence in bee (a) and on flower (b) genera across three old-field communities near Ithaca, NY, USA. Screenings of 2672 bees representing 26 genera (at least 110 species), and 2624 flowers representing 65 genera (89 species). Rows represent bee (a) or plant (b) genus with sample number in parenthesis. Overall, 12% of individual bees and 42% of bee species were positive for at least one parasite, while 9% of individual flowers and 70% of flower species were positive for at least one parasite. All screenings were conducted using molecular methods (multiplex Polymerase Chain Reaction) as described in Graystock et al. (2020). Reproduced with permission of Springer Nature.

similar viral strains when they were located in similar geographic regions. A study by Alger et al. (2019) took this one step further, finding evidence for viral replication in over a quarter of two-spotted bumble bees (*Bombus bimaculatus*) and nearly 10% of the half-black bumble bees (*Bombus vagans*) that were sampled in Vermont. The negative viral strand was found for both Black Queen Cell Virus and DWV, indicating both viruses could cause active infections in the bumble bees. Furthermore, replicating DWV was found more often in bumble bees near apiaries compared to bumble bees that weren't near apiaries. Thus, bumble bees were more likely to have active DWV infections when near apiaries. Finally, a link between honey bees,

varroa, DWV, and prevalence of this virus in bumble bees was made recently by Manley et al. (2019). This study found that bumble bees on islands located between the UK and France where varroa was present in honey bee colonies were more likely to have DWV, and higher viral titers, compared to bumble bees on islands where varroa was absent (i.e. all honey bee colonies were varroa-free on this subset of islands). The results for bumble bees mirrored viral prevalence and titers in the honey bees on each island. Thus, this study provides strong evidence that the recent world-wide varroa epidemic is an important factor shaping spillover of DWV from honey bees to bumble bees. Given that DWV has been found in 65 arthropod

species, the studies above may represent the tip of the iceberg in terms of varroa's indirect impact on other insects.

Because many wild pollinator species have experienced well-documented range contractions and extinctions over recent decades (Kosior et al. 2007; Goulson et al. 2008; Williams and Osborne 2009; Williams et al. 2014), and some of these declines have been linked to multi-host parasites (Cameron et al. 2011; Meeus et al. 2011; Schmid-Hempel et al. 2014), there is concern that inadequate

beekeeper management practices and parasite spillover from honey bees could be contributing to declines in the health of wild pollinators. As mentioned at the outset in this chapter, a major goal of this book is to provide information that will hopefully facilitate positive interactions between veterinarians and beekeepers, thus paving the way to improved health of managed honey bees. These efforts may indeed have knock-on effects for the health of wild pollinators and other insects.

References

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[Beescape](#) is a web-based tool developed by Penn State University to help beekeepers, gardeners, urban planners, growers, researchers, and land managers assess the quality of their landscapes for supporting bees and other pollinators. Bees can fly up to 3 miles (5 kilometers) from their nest to find food, and Beescape provides an easy way for you to explore the landscapes surrounding your location.

This tool uses GIS (Geographic Information Systems) to help predict the resources and threats that foraging bees encounter as they forage in a landscape. This tool is intended to help people learn how to improve their locations to support bees, or help beekeepers select better sites for their apiaries.

Data Sources & Analysis

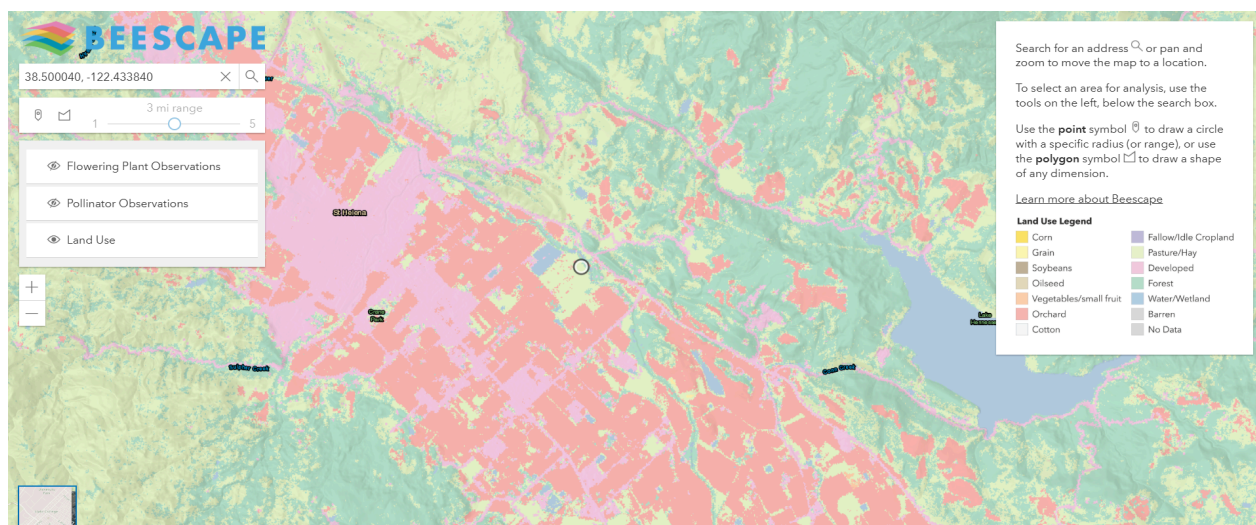
The data for the habitat quality scores is based on the Cropland Data Layer (CDL), which is generated by the US Department of Agriculture each year, using satellite images. The CDL predicts the types of crops or other habitats (such as forest) at a 30 m resolution.

The nesting index predicts the availability of nesting habitat for wild bees based on the habitats present. The forage index predicts the amount of flowering plants available in the spring, summer, and fall. The insecticide index summarizes the typical insecticide use patterns for different crops and estimates how toxic these are to bees.

The economic value of pollinators is calculated based on the types of crops in the selected area, how much those crops depend on insect pollinators to produce seeds, fruits, or vegetables, and the average yield/acre and price for that crop.

The climate data comes from the PRISM Climate Group at Oregon State University in the form of monthly average temperatures and monthly precipitation totals. The current year's data is presented alongside the average values from the previous ten years to help beekeepers account for abnormal weather that may impact winter survival rates.

Summary of Land Use Categories - Chaix Lane apiary



Beescape Apiary Decision Making Tool Report
3 mile radius of Chaix Lane apiary ([38.500040](#), [-122.433840](#))

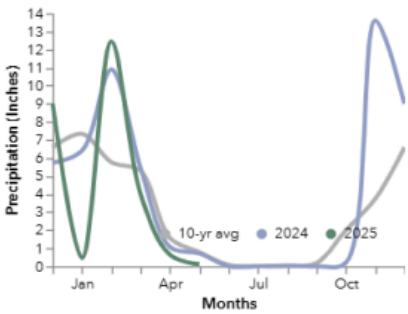
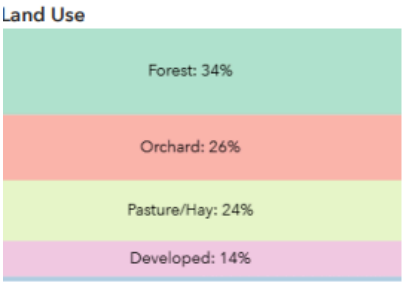
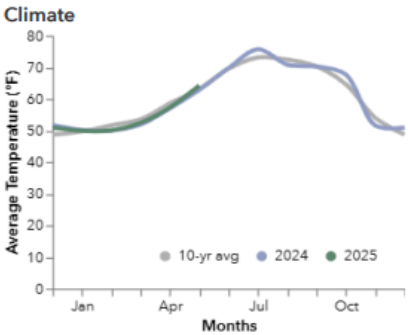
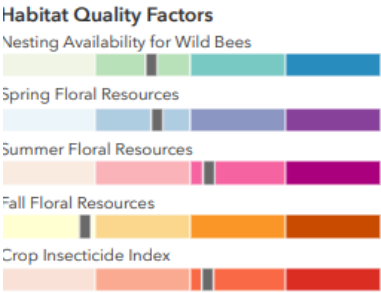
Summer Forage

Tauzer Apiaries places hives at Chaix Lane location approx May 1 - September 1 annually



94574, Saint Helena, California
Thu, Jun 12, 2025
Beescape version 2.5

Economic Value
Pollinators contribute approximately
\$283,000 annually to crop value.



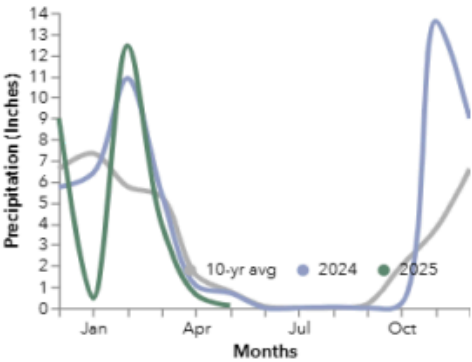
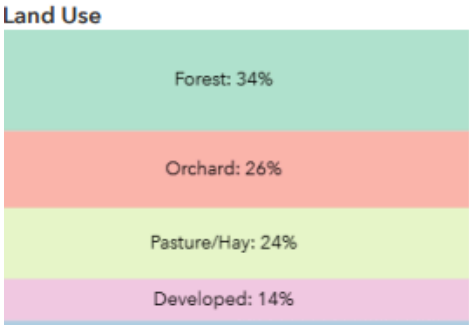
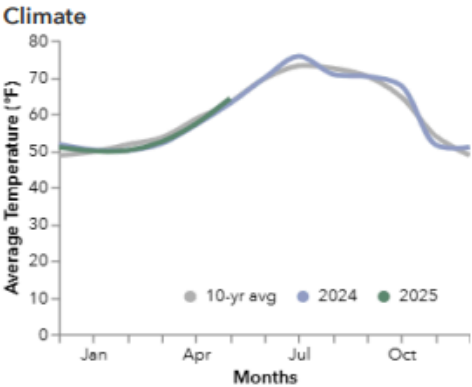
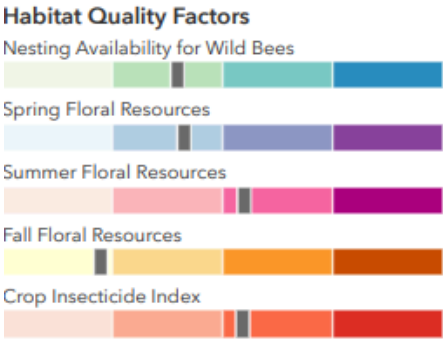
Crop Pesticide Index

Summary of typical insecticide use patterns for different crops and estimate of how toxic these are to bees.
Access to low pesticide forage and water sources are imperative for healthy honey bee colonies.



94574, Saint Helena, California
Thu, Jun 12, 2025
Beescape version 2.5

Economic Value
Pollinators contribute approximately
\$283,000 annually to crop value.



All data referenced from <https://pollinators.psu.edu/bee-health/beescape>



Science & Society

Avenues towards reconciling wild and managed bee proponents

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Bees are crucial for food security and biodiversity. However, managed bees are increasingly considered drivers of wild bee declines, leading to stakeholder conflicts and restrictive policies. We propose avenues to reconcile wild and managed bee proponents and point out knowledge gaps that hinder the development of evidence-based policies.

Negative impacts of managed bees: a growing concern based on circumstantial scientific evidence

Integrating biodiversity conservation with food security for a growing world

population represents a major challenge. Three quarters of the world's crops are dependent on pollinators, and their cropped area is expanding. Consequently, reliance on pollinators, especially managed and wild bees, is increasing [1]. Among Earth's 20 000+ wild bee species, many are declining, threatening biodiversity and leading to pollination deficits [2,3]. To mitigate pollination deficits, 19 bee species can currently be managed and transported where and when required to promote crop pollination [4].

Establishing and maintaining high densities of managed bees raises concerns about their impacts on wild bee populations [5]. In recent decades, a growing number of studies have investigated whether competition for floral and nesting resources with managed bees and pathogen transmission negatively impact wild bees [5,6], often fueling conflicts among beekeepers, farmers, conservationists, and scientists [7]. Despite more than 200 scientific papers addressing managed bee–wild bee interactions, and 66% concluding that there are potential risks to wild bees, evidence remains circumstantial, contextual, and does not include long-term and population-level assessments [5]. Insufficient knowledge of the circumstances in which interactions amongst bees become detrimental can lead to inaccurate risk assessments and potentially to ecological or economic harm. Nevertheless, due to increasing pressure from stakeholders, and despite the low degree of confidence in available data, policy-makers have begun to ban managed bees from conservation areas or cities [8], a trend that is likely to increase. Ensuring contextually optimal trade-offs between conservation and socioeconomic priorities is key for bee policies (Box 1) and necessitates rapid and coordinated action to facilitate the co-creation of solutions by stakeholders. Here, we propose research avenues to generate the knowledge required to assess the risks

associated with bee management and to develop effective policies. Furthermore, we highlight challenges and list currently actionable levers to mitigate conflicts.

Challenges towards effective conflict resolution

Measuring long-term and population-level effects of managed and wild bee interactions

Enhancing our knowledge about the effects of managed bees on wild bees requires an assessment of conservation-relevant parameters that is currently lacking. These parameters include population size and genetic diversity, which are crucial to the long-term sustainability of populations but are extremely resource-intensive or impossible to assess using classical methods based on counting bees. By comparison, genetic methods require relatively small sample sizes, provide information on genetic diversity, population demography [10], and on pathogen prevalence, loads, and transmission. The possibility of collecting bee environmental (e)DNA also provides another potential noninvasive method to assess these. The recent development of genomic tools to analyze historic samples also allows screening of museum specimens to reveal fluctuations in genetic diversity and demography over time. Such data can link variation in bee management intensity or other stressors to wild bee population sizes over time, contributing to the assessment of their respective effects and to possible mitigation measures. The need for molecular approaches is highlighted as a goal of the CBD COP15 Global Biodiversity Framework: 'Genetic diversity within populations of wild and domesticated species is maintained, safeguarding their adaptive potential'.

Assessing the impact of pathogens

While pathogen transmission between managed and wild bees is increasingly considered a threat, which pathogens compromise wild bees, to what extent,



Box 1. The importance of contextualization in bee policies

Ecological contexts include interactions among biologically diverse bee species and their impacts on ecosystems. Socioeconomic aspects include pollination demand, beekeeping profitability, food security needs, and livelihood goals. A crucial aspect for contextualizing bee-oriented policies is the interplay between land-cover types and the endemism of managed species. In many regions of the world, crop pollination relies on non-native managed bees. In agricultural landscapes, where pollination is mainly a necessary economic service, the introduction of managed non-native bees to fill pollination deficits can be acceptable. However, in urban, semi-natural, and natural habitats, where pollination is mainly an ecological service, negative interactions with native bees can be less acceptable, as arguments about economic losses are irrelevant. Developing management techniques for local populations of native bee species could be a viable alternative to introducing non-native bees [4]. In the native ranges of managed bee species, policy-making is more complex than in the non-native range [9]. Although they are naturally occurring, their management can lead to unnaturally high densities, with potential negative consequences for wild conspecifics or other pollinators. Whether it is desirable, or indeed possible, to regulate native managed bee densities according to local carrying capacities and pollination requirements should be further considered.

and in which contexts they are impacted, remain unclear, especially for interspecific transmission (e.g., [6]). Identifying these contexts is crucial to accurately determine the risks associated with bee management. Molecular detection and phylogeny to assess transmission patterns combined with experimental work to test the impact of pathogens will guide the development of policies to regulate the localization and densities of managed bees at levels appropriate to ensure the conservation of wild bee populations.

Before such data become available, pre-emptive measures known to reduce pathogen loads in managed bees (e.g., therapeutic treatments), and thus potential transmission to wild bees, should be implemented more consistently [11] or better enforced [2]. Identifying the obstacles to implementation and enforcement of good practices through socioeconomic studies is required. In parallel, maintaining or restoring diverse communities of plants and pollinators in ecosystems can reduce the risks associated with pathogen transmission through partitioning of foraging niches [12].

Quantifying ecosystem carrying capacities to mitigate competition

The intensity of competition between organisms is modulated by resource availability and quality. Ecosystem carrying

capacities, resource niche overlaps, and their temporal dynamics will, therefore, influence how bee species interact. Increasing carrying capacities to reduce competition can be achieved through measures such as floral enhancements (e.g., flower strips, hedgerows) promoted by the European Union (EU) Common Agricultural Policy or the US Farm Bill (e.g., programs of the Natural Resources Conservation Service of the US Department of Agriculture) [13]. Pollinator-friendly enhancements of agricultural landscapes can also decrease natural and human-driven displacement of managed bees, thereby decreasing the spatial range of potential impacts.

Despite our ability to increase resources locally, tools are lacking to estimate ecosystem carrying capacities to match resource availability with local wild and managed bee community requirements. Where increasing floral resources is impractical, knowing the carrying capacity of ecosystems is imperative for making informed adjustments to managed bee densities [14]. Deterministic models incorporating resource availability – as well as spatiotemporal resource requirements and use by local pollinator assemblages – are promising tools to estimate the degree of competition and the effectiveness of mitigation measures. However, multidisciplinary projects are required

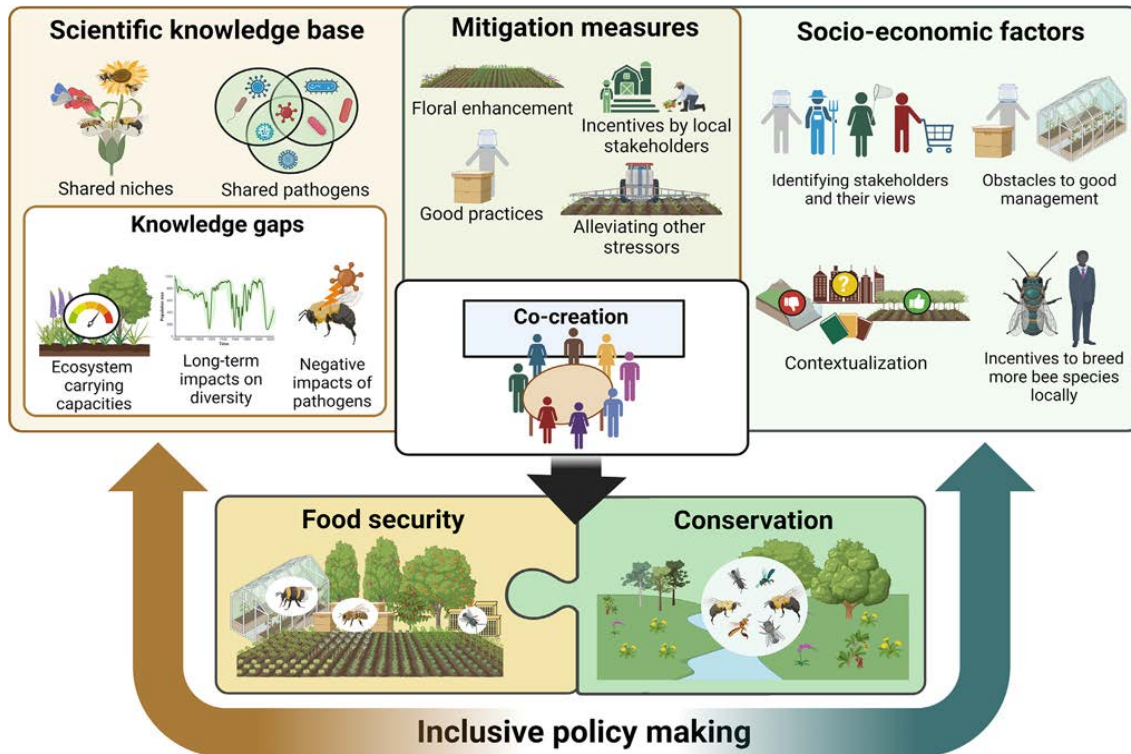
to generate the pertinent data to optimize such models.

Evaluating the impacts on a broader diversity of wild bee species

Most research on the impacts of bee competition and pathogen transmission has focused on a restricted number of model species that are easy to manage or to find in the wild (e.g., buff-tailed bumble bees *Bombus terrestris*, European orchard bees *Osmia cornuta*; [5]). The resulting narrow range of life-history traits considered in those studies limits our ability to provide broad predictions for diverse native pollinator communities. Developing methods to study other wild bee species will decrease reliance on these few umbrella species. Moreover, the effects of interspecific competition or pathogen spillover on wild bees are frequently tested using managed populations of these species. A concern with these tests is that a managed population can be genetically and/or phenotypically different to local wild conspecifics, and thus does not represent the natural situation. Studying wild populations of bees is more challenging but can be facilitated by genetic approaches, for example, using eDNA to quantify effective population sizes and monitor pathogens [10].

Fostering the co-creation of policies

Due to differing values, motivations, understandings, and expectations, different stakeholder groups (e.g., farmers, beekeepers, conservationists) have diverse and sometimes contradictory views on the management of pollinators, and on their contributions to livelihoods and wider society. Recognizing these views during a co-creation process, and placing them within the current knowledge base on interactions between bees, is key to the development of evidence-based policies that consider local ecological and socioeconomic contexts and decrease conflicts [9] (Figure 1). The simultaneous consideration of a multitude of factors is an essential but



Trends in Ecology & Evolution

Figure 1. Guidelines towards inclusive bee policy-making. Inclusive policy-making to better integrate food security and conservation needs can be developed by taking into account both available and missing knowledge in a co-creation process considering socioeconomic factors. Figure created with [BioRender.com](#).

challenging task that requires an inclusive approach [7,9]. To enable this, key wild and managed bee proponents should be provided opportunities to co-create policies through stakeholder consultations and multi-actor knowledge synthesis [e.g., The Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (IPBES)] during which win-win solutions can be elaborated to federate both parties towards a common goal. In addition to national policies, a variety of incentives driven by local or national stakeholders (such as beekeeper associations, wild bee conservation societies, and grower groups) have great potential to foster such co-creation and reduce trade-offs resulting from conflicting goals.

Unity for managed and wild bees

In the context of pollinator declines and increasing reliance on managed bees for crop pollination, actual and perceived negative interactions between managed and wild bees will inevitably lead to escalating conflicts. Habitat loss and climate change that alter floral resource diversity and availability will likely exacerbate these issues. Evidence-based policies to integrate conservation and food security requirements are, therefore, urgently needed. To develop such policies and move beyond precautionary principles, we suggest that more emphasis be placed on identifying the general contexts in which managed bees impact wild bees and the importance of these impacts

in relation to other bee stressors. A recent global expert assessment ranked pollinator management and associated pathogens lower than land cover, land configuration, land management, pesticide use, and climate change as drivers of pollinator declines in terms of importance and confidence level [15]. Obtaining greater confidence in the risks posed by managed bees to wild bees and other pollinators will allow effective allocation of resources towards policy-making and implementation. International scientific collaborations and interdisciplinary initiatives involving all stakeholders are key to co-create effective and context-relevant policies to reconcile food security and conservation of wild bees.

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Declaration of interests

The authors have no interests to declare.

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<https://doi.org/10.1016/j.tree.2024.11.009>

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Join the Tauzer Hive Host Pollinator Corridor

Support key California pollinator species with blooming forage and native habitat

The TA Commitment

Tauzer Apiaries is a family owned business with generations of experience serving Northern California farmers and growers for over 50 years. We rely on landowners who are willing to help support our local honey bees and the ecosystem that is vital to our collective success.

We believe in advocating for responsible, best practice beekeeping and educating about the importance of honey bee pollination to our local food systems. We know that honey bees and all pollinators are an essential part of the health of California and play a key role in the prosperity, vibrancy and environmental sustainability of our communities.

Hive Host Pollinator Corridor

Tauzer Apiaries is proud to offer this custom seed mix to our Hive Hosts as a THANK YOU for supporting our hives. This new hive host compensation option is a unique opportunity to join us in shaping and restoring pollinator habitats in our communities.

The seed mix includes 11lbs of 12 flowering species, enough to seed 1.25 acres, with forage and habitat for pollinators of all shapes and sizes. Join us in envisioning a colorful and nutrient rich pollinator habitat corridor of local hive hosts!

If you are interested in providing more forage for honey bees and native pollinators on your property while hosting our hives each year, this might be the right compensation choice for you.

Why Hedgerow Farms?

We have chosen to partner with Hedgerow Farms to offer our hive hosts the opportunity to add pollinator habitat and forage to their properties with a high quality, tailored seed mix.

Hedgerow Farms has been specializing in California native species and habitat restoration since 1988 so we trusted them to create a Tauzer Hive Host mix that supports our honey bees and other vital pollinators in Northern California.

The seed mix developed with their guidance includes 12 easy to plant and maintain species that provide pollen, nectar and habitat for honey bees and multiple other pollinator species. Their knowledgeable staff are experts in California habitats and we look forward to continuing to work with them as our landowners add these valuable species to their properties.



POLLINATOR CORRIDOR SEED MIX



Cobweb Thistle - *Cirsium occidentale*

Cirsium occidentale is a species of thistle known by the common name cobweb thistle. This plant varies in size, forming low clumps or reaching heights of up to 9 feet. Cobweb Thistle is a great pollen source for both native bees and bumble bees.



Yarrow - *Achillea millefolium*

Yarrow is an interesting species native to California. This plant provides habitat for multiple species of moth including the Yarrow Plume and the Wavy-Lined Emerald. Yarrow is a medium-sized shrub, ranging from 1 to 3 ft tall and 0.5 - 1.5 ft wide. The pleasant fragrance of yarrow is another great characteristic of this perennial!



Purple Clarkia - *Clarkia purpurea*

Purple Clarkia is a wildflower in the species of Primrose found in many different habitats. Similar to yarrow, it is a great provider for pollinators such as bees and butterflies but is also a fantastic host plant for moth species. You will see Purple Clarkia blooming in Spring and Summer.



Lacy Phacelia - *Phacelia tanacetifolia*

Phacelia tanacetifolia, commonly known as Lacy Phacelia, is among one of the top 20 pollen producing plants in the United States. This pollen-rich plant is known to attract native pollinators such as bumble bees and hoverflies. Reaching 2 - 4 ft tall and 1.5 ft wide, you will often see this plant used as a cover crop while it blooms in Spring.



Blue Gilia - *Gilia capitata*

Blue Gilia is an annual shrub, staying on the relatively shorter side at 0.33 in-3 ft tall. This plant is another pollen-rich source for honey bees and butterflies. It's pollen is blue! Blue Gilia provides blooms through late winter.



Great Valley Gumweed - *Grindelia camporum*

The Great Valley Gumweed is Tauzer Apiaries favorite native plant because it's vinegary scent keeps ticks away! Gumweed is a great attractor of both Buckeye butterflies and Great Copper butterflies. This hardy plant blooms nearly year-round, providing forage even in dry months.



POLLINATOR CORRIDOR SEED MIX



Yellow Rayed Lasthenia - *Lasthenia glabrata*

The Yellow Rayed Lasthenia is in the daisy family. This plant thrives in vernal pools and moist locations. It grows to 1-2 ft tall. This flower often attracts the endangered Checkerspot Butterfly.



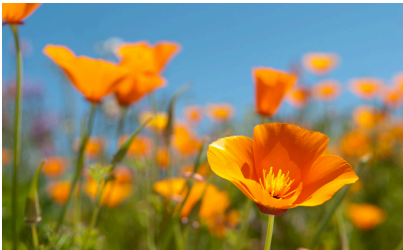
Whitewhorl Lupine - *Lupinus microcarpus densiflorus*

Whitewhorl Lupine is an annual herb that is beneficial to butterflies, bumblebees and even hummingbirds. This plant blooms from May-June and grows to be about 30 inches tall.



Arroyo Lupine - *Lupinus succulentus*

The *Lupinus succulentus* is commonly known as the Arroyo Lupine. This plant blooms in Spring and Winter and grows to 2 - 4 ft tall and 3 ft wide and will bring vast color to your property. The Arroyo Lupine is a favorite of larger bee species and hummingbirds.



California Poppy - *Eschscholzia californica*

The California Poppy is a beautiful orange annual that can have blooms that last year-round in mild-winter and mild-summer areas. It is the state flower of California due to the waves of orange hillsides when these are in bloom. California poppies are great forage providers for native mining bees and sweat bees.



Vinegarweed - *Trichostema lanceolatum*

The Vinegarweed is a flowering herb in the mint family. It is an important pollen-source for pollinators. This plant blooms from late June or July until November and grows to 6 in- 2 ft tall. This hardy herb is a great habitat provider for the Rustic Sphinx moth.



Hooker's Evening Primrose - *Oenothera elata hookerii*

Oenothera elata hookerii is commonly known as Hooker's Evening Primrose or Tall Evening Primrose. The stems of these plants can reach 6 feet tall and continue to bloom from May until September. Pollinators that favor this plant include multiple bee species and hawkmoths.



THE ROLE OF PROFESSIONAL BEEKEEPING IN NORTHERN CALIFORNIA

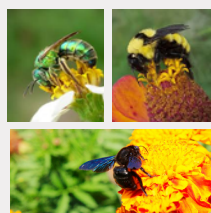
A Pollinator Fact Sheet

You may have heard concerns from backyard beekeepers about how commercial hives interact with local pollinator populations. While these conversations are important, the science tells a more complex and encouraging story. Learn what research actually shows about managed honey bees, how responsible pollination benefits California ecosystems, and how Tauzer Apiaries actively supports native pollinators through sustainable, regionally focused practices.

WHAT IS A NATIVE BEE?

A native bee is a bee that naturally occurs in a region. Through the work of the California Native Plant Society, UC Berkeley's Urban Bee Lab, and UC Davis' E. L. Niño Bee Lab, it is estimated that there are around 1,600 species of native bees in California. You may recognize a bumble bee as a native bee species, but with over 25 species of bumble bees, they are only a small sliver of the state's overall diversity. Many native bees are solitary and might be mistaken for wasps or gnats.

California is home to over 1,600 native bee species - from bumble bees to metallic sweat bees



ARE FLORAL RESOURCES OVERHARVESTED?

Only 50% of studies found negative competition effects between honey bees and native bees - and few were from California

Some studies show reduced nectar and pollen with increased honey bee colony density. However, even in those cases, many flowers retain unharvested resources by the end of the day. A comprehensive review of 146 studies published in 2017 (Mallinger et al.) found that only half reported negative competition effects. While this review is frequently cited, it draws from global studies and includes relatively few that are specific to California's unique ecological environments. More localized and nuanced research is needed to help build a more complete picture.

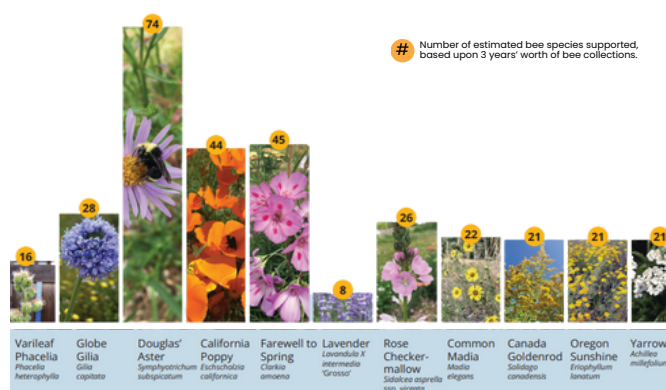
ARE HONEY BEES DISPLACING NATIVE BEES?

Honey bees are not native to California; they originate from Europe, western Asia, and Africa. European settlers introduced them to California in the 1800s.

Concerns about honey bees out-competing native bees emerged around a decade ago, leading to a wave of research. The current consensus is that the reality is more nuanced than popular opinion suggests. Key factors include:

- Bee foraging ranges and preferences
- How different bees divide floral resources
- The carrying capacity of the landscape

One key study found that 78–92% of honey bee foraging occurs within 0.31–0.75 miles of the colony (Beardsworth et al., 2021), not the 1–5 mile maximum range often cited. Honey bees also tend to forage selectively, often preferring families of plants with "simple flowers" with single florets like mints, poppy and penstemon while avoiding plants with composite flowers with many florets like sunflowers, asters and yarrow that attract native bees.



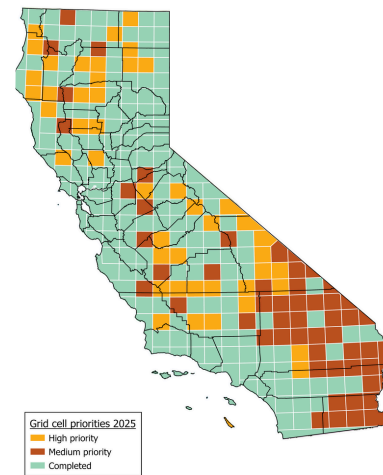
<https://lr.library.oregonstate.edu/concern/defaults/or967c649?locale=en>

HOW DO HONEY BEES AFFECT NATIVE AND HOBBYIST BEE HEALTH?

Some honey bee pathogens can infect bumble bees, but the most destructive honey bee diseases (like Varroa mites and foulbrood) do not affect native bees. Pathogen spillover is greatest from commercial bumble bee colonies, not honey bees.

Most native bees found in California cities are not under threat. The **rarest species tend to live in unique ecosystems**, deserts, serpentine soils, and coastal scrub, often outside of urban, populated cores.

Programs like the **California Bee Atlas**, **Urban Bee Lab**, and **UC Davis Bee Haven** are identifying biodiversity hotspots and sharing this info with land managers.



<https://www.bumblebeeatlas.org/pages/california>

TAUZER APIARIES: RESPONSIBLE POLLINATION IN CALIFORNIA

Tauzer Apiaries provides healthy, efficient, and affordable pollination services to over 70 growers across Northern California. In 2024–2025, we pollinated over 30 crops, including alfalfa, parsley, dill seed, apples, cucumbers, watermelon, safflower, artichokes, kiwi, avocado, swiss chard, celery, and pumpkins.

Our bees contributed an estimated \$137.25 million in pollination to California’s almond industry alone.

We never take our bees outside of Northern California. Unlike many commercial operations, our bees, and our team, stay close to home, minimizing stress and ecological disruption.

We also conduct ongoing forage assessments to determine areas rich in nectar and pollen and avoid placing hives in floral-poor regions.

TAUZER APIARIES: LOCAL ROOTS, LOCAL BEES, LASTING IMPACT.

30+ Crops and 70+ Farmers Supported Each Year in Northern, CA

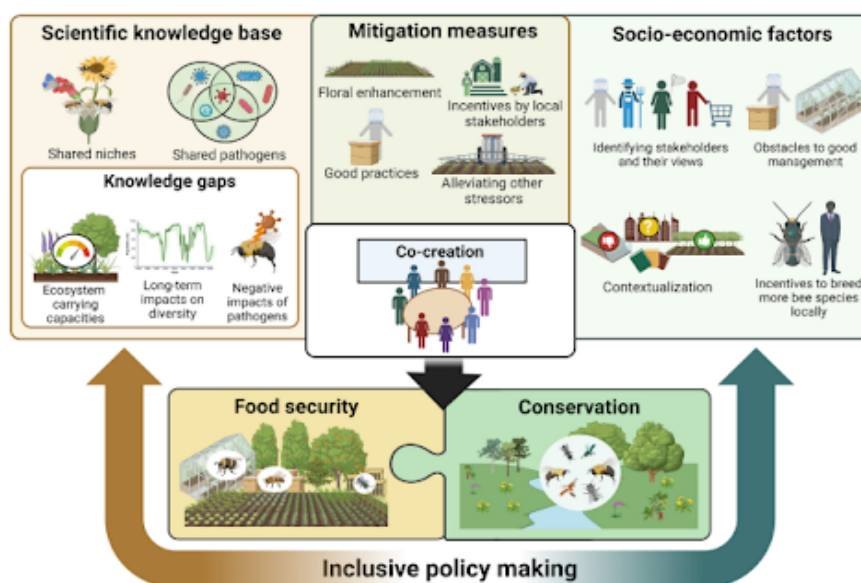


MOVING FORWARD TOGETHER: SHARED STEWARDSHIP, SHARED SUCCESS

Beaurepaire et al. (2025) calls for the pollinator community to move beyond polarization and toward data-driven, region-specific strategies that benefit both wild and managed bees. This means improving monitoring of native bee populations, refining hive placement and density practices, and investing in habitat stewardship. Crucially, it also means recognizing that wild and managed bees face many of the same pressures – from habitat loss to climate change. Addressing these challenges requires collective action from scientists, landowners, commercial operators like Tauzer Apiaries, and hobbyist beekeepers alike. When everyone brings thoughtful, locally informed practices to the table, we can ensure a thriving future for all pollinators.

Native bees and honey bees are both vital to California. With informed choices and collaborative conservation, we can support all pollinators. Backyard, hobbyists and professional beekeepers alike should manage colonies responsibly – and Tauzer Apiaries does.

**Tauzer Apiaries remains committed to science-based practices,
habitat stewardship, and California's agricultural success.**



Avenues towards reconciling wild and managed bee proponents, Beaurepaire, Alexis L. et al. Trends in Ecology & Evolution, Volume 40, Issue 1, 7 – 10

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- UC BERKELEY URBAN BEE LAB – WWW.HELPA.BEE.ORG
- UC DAVIS E. L. NIÑO BEE LAB – ELNINOBEE.LAB.UCDAVIS.EDU
- UC DAVIS BEE HAVEN – BEEGARDEN.UCDAVIS.EDU

License Agreement Between The City of St. Helena and Tauzer Apiaries, Inc.

Access Agreement for Honey Bee Hive Placement at 1 Chaix
Lane

July 22, 2025



Agreement Overview

- **Parties Involved:** Tauzer Apiaries, Inc. & City of St. Helena
- **Location:** 1 Chaix Lane, St. Helena
- **Purpose:** Allows Tauzer Apiaries to place and maintain honey bee hives on City property
- **Area Size:** 12,824 square feet (see Exhibit A for details)





Benefits of the Agreement

- **Productive Use of Vacant Property:** The area is utilized for sustainable agriculture
- **Environmental Benefits:** Enhances pollination and supports local ecosystems
- **Supports Sustainable Practices:** Encourages beekeeping and local honey production

Terms of the Agreement

- **Access Rights:** Licensee may place, maintain, and inspect honey bee hives
- **Hive Placement:** Designated locations marked in yellow on Exhibit A
- **Restrictions:** Area to be used exclusively for beekeeping activities



Financial Consideration



- **Annual Fee:** \$500.00 per year
- **Payment Due Date:** July 1st of each year
- **Purpose of Fee:** Covers property use, maintenance, and oversight

Terms and Renewal



- **Effective Date:** January 28, 2025
- **Duration:** Annual agreement, subject to renewal or termination
- **Renewal Terms:** As outlined in the license agreement

Public Comment Summary – “Community Forest Advocates” & Others

Key Concerns Raised:

1. Risk of pathogen transmission to native bees
2. Excessive hive density – up to 120 hives
3. Loss of forage due to mowing practices
4. Potential chemical residue from pollination contracts
5. Insufficient local/environmental benefit to justify risks

Tauzer Apiaries Response – Pathogens, Hive Management, Pesticides & Land Stewardship

Pathogen Concerns:

- Valid issue, but mostly applies to unmanaged/feral colonies
- Tauzer maintains strict hive health protocols
- Hives are routinely inspected and treated

Hive Density:

- 120 hives consistent with CA industry standards
- Seasonal adjustments based on forage and environmental feedback

Pesticide Exposure:

- Hives rest after pollination contracts before relocation
- Residue levels are low and degrade over time

Environmental Stewardship:

- Responsible apiary management supports local pollination
- Site use demonstrates agricultural compatibility with ecological goals

Staff Recommendation to Council



- Staff recommends that the City Council approve the License Agreement with Tauzer Apiaries, Inc. to allow for the placement, maintenance, and inspection of honey bee hives on City-owned property at 1 Chaix Lane.



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To California Public Agencies and Land Managers,

As board members of the California State Beekeepers Association (CSBA), we respectfully submit this letter in support of **continued and expanded access to public lands for professional beekeepers** throughout California.

Managed honey bees are essential to the pollination of California's diverse crops, from almonds and berries to melons and seed crops. These bees require rest and forage between pollination seasons to maintain their health and effectiveness. Public lands, when thoughtfully selected and responsibly managed, offer critical resources that support pollinator resilience and the success of the entire agricultural system.

We urge public land managers to consider science-based, collaborative approaches to apiary placement, balancing ecological concerns with the practical needs of agriculture. Professional beekeepers are subject to strict regulations, routine inspections and best management practices. When partnered with public agencies, they offer not only pollination services to growers in their communities but also stewardship of the land and local ecosystems.

Access to suitable, low-impact public lands can be a lifeline for maintaining healthy colonies, particularly as climate change, habitat loss, and pesticide exposure continue to challenge pollinator populations. Supporting these partnerships is a tangible way to bolster food security, sustainable farming and pollinator conservation across our state.

We ask that you continue to **support the thoughtful placement of professional beekeeping operations on public lands**, and to resist restrictions driven by misinformation or personal bias.

Sincerely,

Board of Directors

California State Beekeepers Association (CSBA)

www.californiastatebeekeepers.com



Rachel Morrison <rachel@tauzerbees.com>

Renewal of Tauzer Apiaries lease on your city-owned property.

Judy Ahmann <ahmannjudy@gmail.com>

Sun, Jun 1, 2025 at 12:55 PM

To: IDale@cityofstheleena.gov

Cc: Tauzer Apiaries <rachel@tauzerbees.com>

I own ranches in Napa and Solano counties, and have been working with Tauzer to have their bees on our properties for many years. We have substantial hive numbers on our properties.

Their company has treated our properties with the utmost respect over the years, while providing pollination necessary for plant reproduction, food production, and biodiversity.

It would seem to me that the City of St. Helena should applaud this, while continuing with the ability this contribution provides to the productivity of plants/people in the St. Helena area.

Your city is already ahead of the game by having Tauzer Apiaries located on city-owned property. Make the correct decision, and renew their lease.

Judy Ann Ahmann
Ahmann Ranches
Napa, CA



Rachel Morrison <rachel@tauzerbees.com>

Letter of Support for Tauzer Apiaries and Their Use of City-Owned Property

stephen mcpherson <steve@promisewine.com>
 To: IDale@cityofstheleena.gov

Sun, Jun 1, 2025 at 8:06 PM

Dear Mr. Dale and Members of the City Council,

As a business and home owner in St Helena for more than 25 years I am writing to express my strong support for Tauzer Apiaries and their continued use of the city-owned field near the wastewater treatment plant in St. Helena for the purpose of maintaining an apiary.

As a current hive host for Tauzer Apiaries, I have had a professional relationship with their team and their bees for many years. Their operation is well-managed, environmentally responsible, and conducted with a high standard of care. Their commitment to the health and well-being of honey bees contributes significantly to the agricultural ecosystem of Northern California.

Pollination services provided by commercial apiaries like Tauzer are an essential component of food production in our region. The temporary placements of their hives during off-season times are crucial for the restoration and health of their colonies. I have operated my business and home in St Helena for over 25 years.

Concerns raised by individuals who may not fully understand the role of professional beekeeping can often stem from misinformation or a lack of direct experience. In my personal experience, Tauzer Apiaries maintains a respectful relationship with landowners, ensures safety and cleanliness, and provides a vital service to both agriculture and biodiversity in our region.

I respectfully urge the City Council to support their lease renewal and recognize the value that responsible, professional beekeeping operations bring to our shared agricultural and environmental landscape.

Thank you for your time and consideration.

Sincerely,

Stephen McPherson

Steve McPherson



PROMISE

PROMISE WINE
 707-963-6053 work
 707-260-9094 mobile
steve@promisewine.com

St Helena City Councilmembers:

Thank you for the opportunity to respond to the concerns raised regarding the proposed extension of our land use license at the City's effluent spray fields. We value this dialogue and fully understand the importance of aligning agricultural activity with ecological stewardship.

We believe this is not a matter of choosing between agriculture and environmental health. Responsible beekeeping, when conducted with care, professionalism, and scientific rigor, can and does support both. Our practices at Tauzer Apiaries reflect that commitment.

For decades, our family-run operation has managed honey bee colonies in Northern California, including over 30 years of continuous work in Napa County. We have built long standing partnerships based on trust and transparency. Our team follows strict protocols for hive health, rotation schedules, and environmental assessments, which align with industry best practices and ensure minimal disruption to surrounding ecosystems.

Concerns about pathogen spillover are valid, but they need to be framed within the available science. The article cited in opposition outlines theoretical risks but lacks real world case studies showing harm caused by well-managed, commercial apiaries. Peer reviewed literature consistently points to unmanaged or feral colonies, not regulated commercial operations, as the primary source of pathogen spillover to native pollinators. This distinction is critical. Our hives are routinely inspected, treated for disease and parasites, and managed under strict guidelines to limit biological risks.

In terms of hive density and land use, the proposed number of colonies is well within normal seasonal limits for similar environments across California. We actively adjust colony counts based on forage availability and seasonal shifts to ensure we are not placing undue stress on local resources.

We also share concerns about pesticide exposure and take them very seriously. Our policy prohibits placing hives on new sites immediately after pollination contracts without a rest period and health evaluations. While trace residues can occasionally be detected in wax or bee tissues, scientific studies have not shown these residues to persist in ways that contaminate new environments or pose risks to other pollinators. In fact, residues tend to degrade naturally over time, and honey bees are biologically equipped to metabolize many compounds during that period.

Ultimately, this site offers an opportunity to demonstrate how low-impact agricultural use of public land can support food systems, pollinator health, and responsible land stewardship. While the direct financial return to the City may be modest, the broader benefit is in strengthening the agricultural fabric of the region and modeling how working landscapes can coexist with environmental values.

We are committed to maintaining open communication and transparency throughout this process. We welcome any further questions and would be happy to share additional information about our practices, facilitate site visits or offer references from other local hive hosts.

Sincerely,

Trevor Tauzer
COO & Vice President
Tauzer Apiaries
(530) 758-0363
trevor@tauzerbees.com

"Keeping the Buzz in Agriculture since 1973"

The Problem with Honey Bees near the St. Helena Community Forest

I've read the staff report and *all* the submitted documents "in support" of the commercial beehive operation and am compelled to bring your attention to a couple of misconceptions and some misinformation that has been presented to you.

Background

The honey bee that is widely found in North America, *Apis mellifera*, is native to Europe, Africa, and parts of Asia. Honey bees are not at risk of extinction. In fact, it is estimated that there are more honey bees on the planet now than at any time in human history.

On the other hand, there are more than 3,600 bee species *native* to North America, some of which are facing a real risk of extinction. [Twenty eight percent of bumble bee species in North America are considered threatened](#), and more than [forty percent of invertebrate pollinator species \(particularly bees and butterflies\) may face extinction](#) in the coming decades.

So here's the problem. It has been shown, through scientific investigation (please see **Additional Scientific Information** below) that honey bees can out-compete native bees for resources like nectar and pollen, potentially leading to declines in native bee populations.

Misconceptions and Misinformation

The California State Beekeepers Association is "an organization that exists to support professional beekeepers and California's pollination needs." Their letter states, "We urge public land managers to consider science-based, collaborative approaches to apiary placement, balancing ecological concerns with the practical needs of agriculture."

The very real "ecological concerns" we have here are the impacts a commercial honey bee operation will have on the native bee populations in St. Helena's Community Forest. I know many of you have visited the site and have seen the redwood trees. Just recently--and in collaboration with the NCRCD (Napa County Resource Conservation District)-- additional native plants and trees have been planted in anticipation of enhancing and supporting a biodiverse native habitat that will continue to attract native bees & insects, birds and other native animals. **The introduction of a commercial honey bee operation to that area will destroy the natural balance of that environment and impact the native pollinators.**

In terms of the "practical needs of agriculture," cited in the letter--there are none. The only agricultural product in the vicinity of the proposed location for these hives are grapes, which are self-pollinating. We do not need bees or pollinators to serve the practical needs of agriculture here. **So there is no agricultural necessity in this location.**

The letter from the Taucher customer is irrelevant to this decision. Yes, bees play a significant role in many agricultural products, especially almond trees...but there are no commercial almond or fruit orchards near the community forest and if there are...that's where the hives belong. Additionally, the timing is wrong. The bees will be in St. Helena April through January...which is not when the fruit and almond trees need to be pollinated. And, as mentioned before, bees don't play a role in pollinating grapes, which is the only agricultural product in the vicinity. Instead the honey bees will be foraging on native plants and competing with native bees and pollinators adding stress to an already stressed population.

The letter submitted from the local "hive host" is a very nice endorsement for the Tauzer operation. But, again, it is not relevant and makes some incorrect assertions. Denying this application does *not* in any way suggest that the city council does *not* recognize the "value that responsible, professional beekeeping operations bring to our shared agricultural and environmental landscape." Rather, denying this application shows that the council understands environmental science and recognizes and appreciates the hard work and volunteer time that members of the community have committed to creating and restoring a natural and native environment.

Mr. Tauzer's letter states that, "this site offers an opportunity to demonstrate how low-impact agricultural use of public land can support food systems, pollinator health, and responsible land stewardship." But, responsible land stewardship is already being enacted at this location and there is no need for a commercial honey bee operation that will jeopardize that effort to demonstrate that.

What this site really offers the community and future generations is an opportunity to experience what a local, native habitat looked, smelled, sounded, and felt like (without risk of being stung by a honey bee.) That is a very rare commodity here and will also offer many recreational opportunities.....not just for the community, but for visitors, as well.

Additionally, to suggest that "the broader benefit is in strengthening the agricultural fabric of the region and modeling how working landscapes can coexist with environmental values," is actually nonsense. If the region needs its agricultural fabric strengthened, I doubt that 100 to 200 bee hives is the answer. And what exactly are the "environmental values" he is talking about? The forest, as it is, already models how natural landscapes can coexist with environmental values. We don't need the addition of a potentially destructive element to achieve that goal.

Honey bee colonies can be very large, with tens of thousands of individuals, and they have very efficient foraging strategies which makes them such great pollinators of almond trees. But when you put them in any other, wild, native environment, this introduced species can easily outcompete smaller native bee populations for food and *threaten* biodiversity.

In regards to disease transmission. I'm sure Mr. Tauzer takes great care to make sure his hives are healthy. But this doesn't necessarily mean his bees won't transmit diseases, which could be detrimental to native bees but not to his honey bees.

Honey bees can also impact native plant communities by preferentially foraging on certain flowers, potentially altering pollination dynamics and affecting plant reproduction and the entire natural balance we are trying to create in the community forest.

The staff report concludes that Tauzer Apiaries, Inc. has provided **a detailed, science-based** response to the concerns raised by the Advocates for the Community Forest.

Based on my education (BSc Zoology, MA Biology) and experience (contributing to, reading and evaluating Environmental Impact Reports over the past 40+ years) I can say quite confidently that, Tauzer's operational standards--as good as they might be--do NOT address the impact his honeybees—which are competing for the same, limited, pollen sources—will have on the native bee population. Nor does Tauzer's response address the ultimate effect *that* might have on the time, money, and resources that have already been spent to create a natural, self-sustaining, and bio-diverse habitat out by the Waste Water Treatment plant.

Are you really going to jeopardize all of the time, volunteer effort, and money spent to create a native and natural environment within our city limits for the sake of \$500 a year? That makes no sense.

Indeed, honey bees are important pollinators for some crops, but not grapes. I do wish Mr. Tauzer the best of luck in finding another more appropriate host for his commercial bee hives. But the impacts the placement of his hives will have on the community forest are very real. And this application should be denied.

Thank you,

Elaine de Man

Additional Scientific Information

Honey bees are “generalist” foragers. They can collect nectar and pollen from a wide variety of flowers. Native bees, especially “specialist” bees, may rely on specific plants for food. When honey bees are abundant, they can consume a significant portion of the available resources, leaving less for native bees thus threatening their survival. Sources: [The Truth about Honey Bees](#) (Tangle, L. National Wildlife 2021 June-July); [Want to Save the Bees? Focus on Habitat, Not Honey Bees](#) (Hatfield R, Shepherd M. Xerxes Society 2025 Mar 27); [Bee-Ware! Which bees are you really helping?](#) (Agar, C. Kew Botanical Gardens 2024 Mar 4)

Honey bee introductions displace native bees and decrease pollination of a native wildflower. (Page ML, Williams NM. Honey bee introductions displace native bees and decrease pollination of a native wildflower. Ecology. 2023 Feb;104(2):e3939. doi: 10.1002/ecy.3939. Epub 2023 Jan 3. PMID: 36457280.)

Evidence of exploitative competition between honey bees and native bees in two California landscapes. (Page ML, Williams NM. J Anim Ecol. 2023 Sep;92(9):1802-1814. doi: 10.1111/1365-2656.13973. Epub 2023 Jun 29.PMID: 37386764)

Non-native honey bees disproportionately dominate the most abundant floral resources in a biodiversity hotspot. (Hung KJ, Kingston JM, Lee A, Holway DA, Kohn JR. Proc Biol Sci. 2019 Feb 27;286(1897):20182901. doi: 10.1098/rspb.2018.2901.PMID: 30963829)

Daily fluctuations in pollination effectiveness explain higher efficiency of native over exotic bees in *Lepechinia floribunda* (Lamiaceae). (Baranzelli MC, Benitez-Vieyra S, Glinos E, Trenchi A, Córdoba S, Camina J, Ashworth L, Sérsic AN, Cocucci AA, Fornoni J. Ann Bot. 2020 Mar 9;125(3):509-520. doi: 10.1093/aob/mcz187.PMID: 31745546)



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	July 22, 2025
FROM:	Erika Opp, Administrative Analyst
SUBJECT:	Consideration of a resolution appointing applicants to the Planning Commission
RECOMMENDED ACTION:	Staff recommends adopting a resolution appointing applicants to the Planning Commission.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	To fill expiring terms of office.
FINANCIAL IMPACT:	There is no fiscal impact.

BACKGROUND:

In May 2025, the City Clerk's office initiated a recruitment process to solicit application from community members interested in serving on various Boards, Committees, and Commissions with terms expiring this year. The recruitment included expiring term vacancies on the Active Transportation and Sustainability Committee, Parks and Recreation Commission, Planning Commission and the Library Board of Trustees. At the June 24, 2025 City Council meeting, appointments were made to the Active Transportation and Sustainability Committee, Parks and Recreation Commission and the Library Board of Trustees. The remaining appointments to be made are for the Planning Commission.

DISCUSSION:

The recruitment seeking applicants from the community to fill expiring the terms of office was concluded on June 16, 2025. The City received a total of four applications.

Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council. The City Council convened an applicant interview meeting on July 15, 2025, at 4:30 pm at City Hall.

The following lists the names of the applicants:

Planning Commission

1. John Anderson
2. Michelle Covell
3. Hector Lopez
4. Federico Paragrecó

Should Council decide not to appoint someone from the current applicants, staff would re-advertise the recruitment.

Applications can be viewed by request by contacting the City Clerk's office.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution Boards Commissions and Committees \(1\)](#)
[Planning Commission Application - John Anderson - 27 Jun 2025](#)
[Planning Commission Application - Michelle Covell - 27 Jun 2025](#)
[Planning Commission Application - Hector F. Lopez - 27 Jun 2025](#)
[Planning Commission Application - Federico Parlagreco - 27 Jun 2025](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-

Resolution appointing applicants to the Planning Commission.

RECITALS

- A. There are expiring terms the Planning Commission
- B. Applications have been received from community members for the openings. Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council; and
- C. The recruitment concluded on June 16, 2025. An applicant interview meeting is scheduled to be held on July 15, 2025, at 4:30 p.m.

RESOLUTION

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

Planning Commission

1. _____, and _____ are appointed to the St. Helena Planning Commission filling a four-year term expiring on June 30, 2029.

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



City of St. Helena

CA-25-026

COMMISSION/COMMITTEE APPLICATION

Received Date: June 13, 2025

Application Type: Planning Commission

NAME: John Anderson

ADDRESS: 1880 Spring Mountain Rd, Saint Helena, CA, 94574

PHONE: 7074792619

EMAIL ADDRESS: john@woodhousechocolate.com

LENGTH OF RESIDENCY: 27 years

EMPLOYER: Alpa Omega - Tasting Host

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: I am interested in giving back to my community and help as we decide important questions that impact our collective future.

EDUCATIONAL BACKGROUND: BA: Claremont McKenna College (1984), Art History: Christie's London (1986), MBA: UC Davis (2003)

OTHER RELEVANT EXPERIENCE: I managed S. Anderson Vineyard (1992-2002). I founded and managed Woodhouse Chocolate (2004-2023). Both local business

REFERENCE 1: Name: Paul Dohring
Address:
Phone Number(s):(707) 942-1298
Email: pdohring@cityofstheleena.gov

REFERENCE 2: Name: Sue Furdek
Address:
Phone Number(s):(707) 738-9330
Email: sue@eonianwines.com

REFERENCE 3: Name: Marcus Robbins
Address:
Phone Number(s):(707) 963-5445
Email: marcus@patinajewelry.com

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

Yes.

What is your understanding of the role and responsibility of this Commission?

The Saint Helena's Planning commission considers issues relating to use permits and applications for development within the community, for the good of the community. They also help the City Council to develop future planning goals for the city.

What would be your goal(s) as a Commissioner?

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To serve my community utilizing decades of experience and understanding of the City's history, goals and development.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

John Stanley Anderson

June 13, 2025

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City of St. Helena

CA-25-020

COMMISSION/COMMITTEE APPLICATION

Received Date: June 2, 2025

Application Type: Planning Commission

NAME: Michelle Covell

ADDRESS: 1700 Park Street, St. Helena, CA, 94574

PHONE: 510 4099377

EMAIL ADDRESS: Michelle@covellarchitects.com

LENGTH OF RESIDENCY: 10 years

EMPLOYER: Covell Architects, Architect, Director of Operations

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: To help with the planning and development of the town

EDUCATIONAL BACKGROUND: B.A. in Architecture at the school of Environmental Design at UC Berkeley, with High Honors 2003. Masters in Architecture, California College of the Arts 2006, Licensed Architect in the State of California in 2011, LEED AP 2009. Garden for the Environment, Get Up Graduate 2013. Architecture Teacher at Camp Sweeney Juvenile Hall San Leandro 2003.

OTHER RELEVANT EXPERIENCE: Helped Citizens in St Helena navigate the planning and building permit submittal process, and designing / remodeling homes and other projects in town for the past 10 years. Worked in San Francisco for 10 plus years, on higher education and hospitality projects, Master Planning, single family residences, and TI. Participated in an Architects, Engineers, and Contractors Softball League for 10 plus years, captained 3 years. Lived in a Co-op in UC Berkeley for 5 years, House Manager/Kitchen Manager for 28 people (Interpersonal skills)

COMMUNITY INVOLVEMENT: I was on the board of directors for the Napa Valley Wine Library Association, plus/minus 5 years.

REFERENCE 1: Name: Kara Smith
Address: 1731 Park Street St Helena
Phone Number(s): 415.254.7775
Email: khilgemeier@gmail.com

REFERENCE 2: Name: Josh Stehling
Address: 917 Charter Oak St Helena
Phone Number(s): 707.501.0632
Email: josh@redgatedevelopment.com

REFERENCE 3: Name: Susan Shifflet
Address: 1424 Oak Ave St Helena
Phone Number(s): 707.363.1944
Email: Suztshiff@gmail.com

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GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

Yes

What is your understanding of the role and responsibility of this Commission?

To review projects that are submitted for conformance with the code, to review other planning related items for protecting the community and character of the town, to help promote sustainable development and understanding the social impacts of the decisions made.

What would be your goal(s) as a Commissioner?

To help offer my area of knowledge and experience, from the citizen's standpoint, from an architect's stand point, and to be fair, just, and knowledgeable in the decision making process.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Michelle Liu Covell

June 3, 2025

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City of St. Helena

CA-25-017

COMMISSION/COMMITTEE APPLICATION

Received Date: May 3, 2025

Application Type: Planning Commission

NAME: Hector F. Lopez

ADDRESS: 1007 Charter Oak Avenue, Saint Helena, California, 94574

PHONE: 707-718-6725 Personal Cell

ALTERNATIVE PHONE: 925-200-0372 Work Cell

EMAIL ADDRESS: hlopez@ctcnc.org

LENGTH OF RESIDENCY: 56 years - Born and raised in St. Helena

EMPLOYER: Nor Cal Carpenters Union Training Committee - Apprenticeship Coordinator

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: As a native born St. Helenan I want to serve me town. I have served for 1 year as I got elected when a commissioner left before her term and I have enjoyed the process of looking at and voting on various issues according to the General Plan and what vision we want for town and residents.

EDUCATIONAL BACKGROUND: Completed 4 year Carpenter's Union Apprenticeship(1999-2003) and hold my Journeyman Certificates with the United Brotherhood of Carpenters 2003 to present(UBC). Program. A.A. degree in Carpentry from American River College(2009). B.A. degree from UC Berkeley in Ethnic Studies Letters & Science (1994-1996), A.A. degree from Santa Rosa Junior College with focusing on English as Major(1990-1993). Completed courses in Construction Management from Penn State given at the International Training Center of the UBC in Las Vegas(2010-2019). OSHA 500 Certified(2018 to Present) to walk jobs and advise contractors on safety violations. Have active TWIC card(2023-2028) to visit job sites for Apprenticeship reports in Refineries and Prisons as well as Livermore Laboratory.

OTHER RELEVANT EXPERIENCE: Custom home builder with the Carpenters Union for 10 years in Marin County. Worked also building Custom Apartments in San Francisco. Over 26 years of experience with commercial and residential construction with the Carpenters Union and walking job sites in Northern California 46 counties from Visalia to Crescent City. Walked job sites for Apprenticeship reports from the High Speed Rail in Fresno to the Trans Bay & Sales Force Towers of San Francisco to the Humboldt-Cal Poly Campus Buildings in Eureka. I am a counselor and mentor to up to 5,000 apprentices going through our 11 craft Apprenticeship programs.

COMMUNITY INVOLVEMENT: Member of the St. Helena Catholic Church. I participate in meetings and am looking to become member of the Native Sons of the Golden West Parlor 53. Made a few crab feeds and meetings so far.

REFERENCE 1: Name: Daniel Villaseñor
Address: 1142 Hudson Avenue

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Phone Number(s):707-592-7306

Email: villacosh99@gmail.com

REFERENCE 2:

Name: Matt Cia

Address: 1120 June Lane

Phone Number(s): 707-312-1741

Email: mattc@ogletreecorp.com

REFERENCE 3:

Name: Sean Wilson

Address: 1025A Dowdell Lane

Phone Number(s): 707-963-6404

Email:

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

Yes a few times when meetings were held for Farmstead on Charter Oak expansion of cottages. Also a few times when investors plans were being presented for the lot 1003 Charter Oak. I also have been serving a year as commissioner.

What is your understanding of the role and responsibility of this Commission?

To properly guide all thos applying for new or remodeling construction projects in building according to the regulations of the city under the General Plan.

What would be your goal(s) as a Commissioner?

To work with other committee members in researching and advising on what can be accomplished in construction projects presented to us by our residents guided by the General Plan.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

Yes currently serve and was appointed on April 9, 2024 and have been serving St. Helena for a year.

Is there anything else you would like us to consider when reviewing your application?

As a 26 plus year member of the Carpenter's Union I pride myself with building properly according to construction standards and believe in quality of product over quantity for longevity and I believe my construction experience can give valuable insight as to what I my decisions when approving or disapproving a project. I also speak Spanish fluently and because I grew up in St. Helena I know all the Latino areas residents live at and I am willing to try and let that often silent community understand and participate on important city matters. I would be honored if I am selected to continue to serve the Planning Commission and look forward to work with the team of commissioners in coming up with solutions that satisfy both our beautiful city and the residents seeking to build in St. Helena.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Hector Fernando Lopez

May 3, 2025

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City of St. Helena

CA-25-019

COMMISSION/COMMITTEE APPLICATION

Received Date: May 19, 2025

Application Type: Planning Commission

NAME: Federico Parlagreco

ADDRESS: 1734 Tainter Street, St. Helena, CA, 94574

PHONE: 6282329532

EMAIL ADDRESS: federico@goodrichgroup.com

LENGTH OF RESIDENCY: 9 yrs.

EMPLOYER: Sotheby's International Realty

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: I believe the Planning Commission plays a vital role in shaping the character and quality of life in our city. As someone who works closely with residents, developers, and city policies on a daily basis, I understand the importance of balancing growth with preservation, and innovation with community values.

EDUCATIONAL BACKGROUND: Master of Science in International Business, Bachelor's Degree in Economics

OTHER RELEVANT EXPERIENCE: As a top-producing real estate agent with years of experience in local residential and commercial markets, I bring a deep understanding of land use, zoning, and development. I've worked closely with buyers, sellers, developers, and city staff on projects ranging from single-family homes to high-value properties, including a recent \$9.6 million hotel transaction in Calistoga where I represented the buyers. This has given me practical insight into how planning decisions affect neighborhoods and the broader community. I stay actively informed on local planning policies and understand both the technical and human sides of growth and development.

COMMUNITY INVOLVEMENT: Adventist Health - contribution to the community table event, UpValley family centers - volunteered support, Cooked for the common table dinner at the St. Helena Catholic church.

REFERENCE 1: Name: Arthur Goodrich
Address: 1377 Main St. STE 1
Phone Number(s): 415 735 8779
Email: arthur@goodrichgroup.com

REFERENCE 2: Name: John Thompson
Address: 1626 Tainter St.
Phone Number(s): 707 225 2383
Email: john.thompson@berry.net

REFERENCE 3: Name: David Walker
Address: 197 Zinfandel Ln
Phone Number(s): 310 6257009
Email: david@enginerealestate.com

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GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

I regularly attend various meetings involving different departments

What is your understanding of the role and responsibility of this Commission?

Essentially, the Commission serves as a gatekeeper for how land is used and developed in the city. I see it as both a technical and community-focused body—one that ensures projects align with city policy, while also considering neighborhood impact, aesthetics, functionality, and public input. It's a position of public trust, and I understand the importance of making decisions that are fair, transparent, and rooted in the best interest of the city as a whole.

What would be your goal(s) as a Commissioner?

I'm committed to bringing a balanced, informed, and community-focused perspective to the Planning Commission.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Federico Parlagreco

May 19, 2025

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July 15, 2025

Paul Dohring, Mayor

Michelle Deasy, Vice Mayor

Aaron Barak, City Council Member

Kate Spadarotto, City Council Member

Billy Summers, City Council Member

St Helena City Council

1088 College Ave

St Helena, CA 94574

LETTER OF RECOMMENDATION FOR PLANNING COMMISSION APPOINTMENT

Recommendation for Michelle Covell to the St Helena Planning Commission

To the Honorable Mayor Dohring and Esteemed Members of the City Council,

I am writing to offer my wholehearted recommendation for Michelle Covell's appointment to the St Helena Planning Commission, to serve alongside commissioners Christopher Warner, Autumn Anderson and Sue Furdek.

I have had the privilege of knowing Michelle not only as a fellow parent but also as an accomplished architect and a person of great integrity. As a parent, Michelle brings the perspective of someone deeply invested in the long-term well-being and livability of our city for all families. As an experienced local architect she possesses both the technical expertise and creative insight necessary to thoughtfully evaluate the complexities of development proposals.

Michelle is meticulous with sharp attention to detail. She has a rare passion and ability to carefully parse city codes and ordinances ensuring that her recommendations and decisions will be logical, just and well-informed.

Michelle will be a tremendous asset to the Planning Commission given her blend of professional knowledge, personal investment in our city's future, and what I'm confident will be dedication to equitable and thorough review of any project or issue put before her.

Thank you for your consideration of this exceptional candidate.

Respectfully,



Brian Hunter Carroll

24 Henry Ct

St Helena, CA 94574

From: [Michelle Covell](#)
To: [Erika Opp](#)
Subject: FW: Planning Commission Letter of Rec
Date: Monday, July 14, 2025 12:43:51 PM

From: Claire Pott <claire@pottwine.com>
Sent: Sunday, July 13, 2025 1:24 AM
To: Michelle Covell <michelle@covellarchitects.com>
Subject: Planning Commission

I am pleased to recommend Michelle for a position on our Planning Commission.

I have known Michelle for over ten years and got to see her professionalism firsthand when she worked on my winery construction project. She was incredibly knowledgeable about all the complex factors involved in the construction, but was also very articulate and able to explain all the steps in the process clearly to a lay person such as myself. She was also always available to answer questions and had suggestions that brought many improvements and cost savings into the project.

Her deep understanding of zoning, infrastructure, and the unique needs of St. Helena surely makes her exceptionally well-suited for this role.

I have no doubt that Michelle will contribute valuable insight and dedicated service to the planning commission. I recommend her without reservation.

Sincerely,

Claire Pott
Pott Wine
7073633284

Claire Pott
Pott Wine
"Milk is for babies"
C: (707) 363-3284

July 14, 2025

City Council of St. Helena
St. Helena City Hall
1088 College Avenue
St. Helena, CA

Dear Council Members,

I've lived in St. Helena for 25+ years and appreciate your service to our city. Thank you.

Kindly please know I wholeheartedly recommend Michelle Covell to serve on our city's Planning Commission.

I've enjoyed knowing & working with her for 10+ years. She would bring experience to the planning commission with her architectural background and knowledge of planning and building. She is an excellent communicator, always a problem solver, has great drive and a positive approach.

Please consider my recommendation of Michelle for this position.

Sincerely,

Claudia Schmidt

1939 Vineyard Avenue
St. Helena, CA

From: [Michelle Covell](#)
To: [Erika Opp](#)
Subject: FW: Letter in strong support of Michelle Liu for Planning Commissioner
Date: Monday, July 14, 2025 12:41:47 PM

From: Dana Johnson <danaelisejohnson@gmail.com>
Sent: Sunday, July 13, 2025 5:16 AM
To: pdohring@cityofsthelena.gov; mdeasy@cityofsthelena.gov; abarak@cityofsthelena.gov; kspadarotto@cityofsthelena.gov; bsummers@cityofsthelena.gov
Subject: Letter in strong support of Michelle Liu for Planning Commissioner

July 13, 2025

To the St. Helena City Councilmembers:

I am writing this letter in strong and enthusiastic support of **Michelle Liu**, who has applied to join the St. Helena Planning Commission.

Michelle is a highly respected and talented architect, and she and her husband run a successful and esteemed architecture firm here in St. Helena. She is, therefore, supremely qualified to understand and assess proposed new projects and remodels, and will bring the perspective of both a trained and experienced architect and someone with boots-on-the-ground, as she works daily with the City's code and requirements.

I have known and admired Michelle for many years as a friend and community member. She is a highly intelligent and thoughtful person who actively participates, both individually and with her family, in our community. She cares deeply about our City and I know she will be a highly capable and dedicated Planning Commissioner.

We are incredibly lucky to have a person with her combination of applicable professional skills, intelligence, and commitment as an applicant for the Planning Commission. I strongly encourage you to choose Michelle Liu as a Planning Commissioner this Tuesday so that we can all benefit from the significant skills, experience and perspective that she will bring to the Commission.

If you have any questions or want to discuss Michelle's candidacy further, please feel free to reach out to me via email.

Sincerely,

Dana Johnson

2294 Boyson Lane
St. Helena, CA 94574
707.738.8942
danaelisejohnson@gmail.com

From: [Elizabeth](#)
To: [Michelle Deasy](#); [Paul Dohring](#); [Aaron Barak](#); [Kate Spadarotto](#); [Billy Summers](#); [Erika Opp](#)
Cc: Michelle@covellarchitects.com
Subject: Michelle Covell for Planning Commission
Date: Tuesday, July 15, 2025 2:58:39 PM

To the Saint Helena City Council,

I am writing to give my highest recommendation for Michelle Covell as a candidate for the Planning Commission.

With her intelligence and experience, Michelle is an asset to our community. Michelle is an involved and caring resident, business owner and family woman. She is meticulously detail oriented while still being able to see the 'big picture'. Michelle is extremely creative and will provide new ideas to tackle the many issues overseen by the Planning Commission. She will bring a much needed, balanced view to meetings and is ready to connect directly with fellow residents regarding their concerns.

I fully support Michelle Covell for Planning Commission and steward of our community.

Elizabeth Anne Clough
Full-time Saint Helena Resident and Small Business Owner
707-344-7788

Jul 12, 2025

City of St. Helena Planning Commission
1088 College Ave
St. Helena, CA 94574

Dear Members of the Planning Commission:

I am writing to provide my strongest recommendation for Michelle Covell's appointment to the Planning Commission. As a fellow architect who has worked alongside Michelle for years and known her professionally for over a decade, I can speak with confidence about her exceptional qualifications and unwavering commitment to excellence.

Michelle's architectural background provides her with a deep understanding of land use, zoning regulations, and the complex interplay between development and community needs. Throughout our collaboration, she has consistently demonstrated the ability to balance competing interests, think critically about complex issues, and make well-reasoned decisions that serve the public good.

What sets Michelle apart is her collaborative nature and communication skills. She has a talent for bringing diverse stakeholders together, listening to different perspectives, and finding common ground. Her experience navigating the development process, combined with her genuine commitment to thoughtful community planning, makes her an ideal candidate for this position.

I am confident that Michelle will bring the same level of dedication and excellence to the Planning Commission that she has brought to her architectural work. Her appointment would be a tremendous asset to your commission and the community you serve. Please feel free to contact me if you need any additional information about Michelle's qualifications or character.

Sincerely,

Best regards,
Heather Wright Foye | Principal Architect

WRIGHT ARCHITECTURE
632 Manuel T. Freitas Pkwy, San Rafael, CA 94903
415.686.3984 | wright-arch.com

From: [Jennifer Risher](#)
To: [Erika Opp](#)
Subject: Michelle Liu for Planning Commission
Date: Monday, July 14, 2025 5:27:08 AM

Hello,

I would like to recommend Michelle Liu for a position on the Planning Commission.

We've worked with Michelle and her husband Chuck since 2018. They've been our architects for a significant remodel on Kearney Street as well as a new home on Pine Street — and we've enjoyed the process and are thrilled with the results.

Michelle's vision, creativity and willingness to jump in and problem solve truly impressed me from the start. She has proven to have an excellent eye and passion for finding solutions to constraints and problems. In all that she does, whether as an architect or a gardener, Michelle puts her whole self into a project.

While she has great vision, Michelle's true strength is her attention and her precision. She is personally involved and dedicated to ensuring everything is considered and every detail is correct.

St. Helena needs the expertise and passion Michelle brings to everything she does. We strongly vouch for adding her to the Planning Commission.

Jennifer & David Risher
1459 Kearney Street
1515 Pine Street

From: [Jesse Clifton](#)
To: [Michelle Deasy](#); [Paul Dohring](#); [Aaron Barak](#); [Kate Spadarotto](#); [Billy Summers](#); [Erika Opp](#)
Cc: Michelle@covellarchitects.com
Subject: Michelle Covell for Planning Commission
Date: Monday, July 14, 2025 5:10:01 PM

To the St. Helena City Council,

I am writing to give my full support and recommendation for Michelle Covell as a candidate for the Planning Commission.

I met Michelle and her Husband Charles shortly after they moved into the Park St./Crinella neighborhood. Over the years we have had many conversations. Michelle engages with everyone in the neighborhood. I've watched Michelle and Charles' house turn into a home and the yard transform into a comfortable and inviting place to gather. Michelle is a dedicated mother and Wife. She is a caregiver too. Michelle is energetic and driven. When she puts her mind to a goal she is unstoppable. Her background and experience as an architect in St. Helena helping many different clients navigate through the planning process makes her perfect for this job. I believe that she would help bring a balanced vision to the planning commission. Her creativity, passion and care for the city and especially the people here is clear.

Please appoint Michelle Covell to the Planning Commission.

Sincerely,

Jesse Clifton

1745 Crinella Drive

From: [Jim Fassio \(Corporate Executive\)](#)
To: [Erika Opp](#)
Cc: [Paul Dohring](#); [Michelle Deasy](#); [Aaron Barak](#); [Kate Spadarotto](#); [Billy Summers](#)
Subject: Michelle Liu Covell -Letter of Recommendation for Vacant Planning Commissioner Seat
Date: Monday, July 14, 2025 1:31:11 PM

Erika Opp - Administrative
eopp@cityofsthelena.gov

Dear City of St. Helena,

I have had the pleasure of working with Michelle bi-weekly for over a year now and can say with confidence that the City of St. Helena would be fortunate to have someone of her caliber serving the community. Her dedication, thoughtfulness, and integrity make her exceptionally well-suited to help guide the City through meaningful, lasting decisions that will positively impact its future.

Michelle is a thoughtful listener who seeks first to understand others' perspectives before forming an opinion or making a decision. She approaches challenges with logic and fairness and has the persistence to see difficult tasks through—often when others would step away. She is committed to upholding the rules while remaining open to rational adjustments when unique situations call for thoughtful exceptions.

Michelle and her husband, both architects, have lived in St. Helena for the past ten years. Their 5-year-old son attends public school, and they are deeply invested in the community's long-term success. Their architectural background gives them a strong appreciation for design, functionality, and planning—paired with a shared belief in putting the community's interests first.

Michelle is a forward-thinking individual who will push for progress and avoid unnecessary delays in decision-making. She understands that real people are affected when cities hesitate to act or allow personal interests to hinder the right course of action.

Her story is one of perseverance and purpose: the daughter of immigrant parents, raised in East Oakland, a UC Berkeley graduate in Architecture, and holder of a Master's in Architecture from CCAC San Francisco. She has built both a family and a business in St. Helena—and she brings that same drive and passion to everything she does.

If I were building a team, Michelle is exactly the kind of person I'd want on it.

Respectfully submitted,

Jim Fassio
Former President & Chief Development Officer
Current Senior Advisor
Ross Stores, Inc.
Dublin, CA.

CC:

Paul Dohring - Mayor
Michelle Deasy - Vice Mayor
Aaron Barak - City Council
Kate Spadarotto - City Council
Billy Summers - City Council

From: [John Harrington](#)
To: [Erika Opp](#)
Subject: Michelle Covell - A Recommendation For Her To Become Apart of The St. Helena Planning Commission
Date: Wednesday, July 16, 2025 10:09:36 AM

Ms. Opp,

My name is John Harrington and I have lived and worked here in St. Helena for the past 24 years. I recently learned that my friend Michelle Covell is running to be a member of the St. Helena Planning Commission and hope whole heartedly that she gets the position. I have known Michelle for approximately fourteen years and know that no matter what the position, I trust her and want her representing my town. Why... because Michelle has tremendous integrity. Michelle is smart, hard working, listens and cares about people. To top it all off, Michelle is a very successful local architect and understands how Planning Commission decisions will affect our community.

Sincerely,
John Harrington

Kara Smith

(415) 254-7775 khilgemeier@gmail.com

1731 Park Street, St. Helena, CA 94574

July 14, 2025

City of St. Helena

1088 College Ave., St. Helena, CA 94574

To Whom It May Concern:

I am writing to recommend Michelle Covell to the City Planning Commission of St. Helena. Michelle's care for our community and wanting the best for its residents is apparent in her involvement in many aspects. She is an advocate for the future success of our community and making St. Helena a place where residents can feel heard and their ideas and concerns are treated with respect. Michelle is detail oriented and is dedicated to follow through until the job is done and it done right.

A specific example I can share that highlights her dedication to follow and concern for our citizens is the speed limit traffic sign going Northbound on Highway 29 (between Fulton and Crinella). For many years, the sign stated 35 miles/ hour going Northbound, while the speed limit Southbound was 25 miles/ hour.

Given the concerns for safety to cross the street at multiple intersections where there were discrepancies in the speed based on direction of travel, and the overall concern for safety at 35 miles/ hour in a highly residential area, Michelle worked directly with California Highway Patrol to match the speed limit going Northbound to 25 miles/ hour. This was not as easy a task as one might think. It took multiple follow-ups with the Highway Patrol to advocate for the cause. Once they approved the change from 35 to 25 miles per hour Northbound, she made sure that the sign was updated as quickly as possible. This small but mighty change benefits our community's children walking to schools, adults walking their dogs and even hotel guests staying at the Alila who are contributing to our taxes and local businesses. Michelle was able to navigate the red tape and was dedicated to seeing this executed over the many months from start to finish.

This is how Michelle would tackle any project she is faced with. As a business owner and someone who lives in the town with her husband and child, she wants to see this community thrive and be a place where we are all proud to live for years to come. She is hard working and willing to put all the time and effort into what is required for this position. Her background as an architect provides tremendous insight on building and designing spaces that are functional and maximizing any amount of space, large or small.

Michelle is always open to hearing different opinions and is someone who is fair. We would all benefit long-term from Michelle's contributions in this position.

Best regards,

A handwritten signature in black ink, appearing to read 'Kara Smith', with a stylized flourish at the end.

Kara Smith, St. Helena Resident

From: [Kelleen Sullivan](#)
To: [Erika Opp](#)
Subject: Letter of recommendation for Michelle Covell
Date: Tuesday, July 15, 2025 11:30:32 AM

To the City Council,

My name is Kelleen Sullivan. I grew up on Galleron Road, on the south end of St. Helena and I live within the city limits at this time. I am writing to you to recommend Michelle Covelle for the Planning Commission. Michelle lives around the corner from me and I have been profoundly impressed by her dedication to our community. She has a drive and determination to learn everything about community issues and planning commission codes that affect our town and residents. She is highly intelligent and is interested to listen, research and organize issues and has been able to clarify and summarize issues for our small neighborhood.

I would highly recommend Michelle Covell and feel she would be an asset to the planning commission team.

Thank you for your time,

Kelleen Sullivan
1751 Crinella DR., St. Helena, CA

Sent from my iPad

From: [Pierette Titus](#)
To: [Erika Opp](#)
Cc: michelle@covellarchitects.com
Subject: Re: Recommendation Letter for Planning Commissioner Candidate, Michelle Covell
Date: Monday, July 14, 2025 2:11:26 PM

> On Jul 14, 2025, at 12:05 PM, Pierette Titus <ptitus60@gmail.com> wrote:
 >
 >
 > Dear Members of the St. Helena City Council:
 >
 > I am writing to strongly recommend Michelle Covell, for a position on the St. Helena Planning Commission. I have had the pleasure of knowing Michelle since she moved to our neighborhood in 2017, and I can confidently speak to her civic-mindedness and commitment to thoughtful community development.
 >
 > Michelle is an architect with deep expertise in design and land use, perspectives that are essential to well-informed planning decisions. She also maintains a passion for sustainable living, expressed through her work as an exceptional gardener. She is incredibly generous with her garden bounty, often sharing expertise and produce with neighbors, which reflects her spirit of community and generosity.
 >
 > Recently, Michelle brought awareness to a proposed city policy change that would redefine the maximum allowable building floor area to include covered porches. Her proactive outreach helped the community understand how this change could disproportionately impact small- to moderately- sized homes with future expansion plans. Her ability to clearly communicate the implications of this policy demonstrated her technical insight and her dedication to equitable planning.
 >
 > Michelle's husband, Charles, her son Issac, and their dog Coco, are all deeply embedded in the fabric of our community. Michelle is warm with a natural ability to bring people together, paired with her architectural background, strong understanding of planning issues, makes her an ideal candidate for this role.
 >
 > I strongly support Michelle Covell's candidacy and am confident that she would serve the Planning Commission with diligence, fairness and thoughtful leadership.
 >
 > Sincerely,
 >
 > Pierette Titus
 >
 >

From: [Michelle Covell](#)
To: [Erika Opp](#)
Subject: FW: Letter of recommendation - Michelle Covell for Planning Commissioner St Helena
Date: Tuesday, July 15, 2025 10:01:55 AM

Hi Erika,

This one was sent and I don't see your email CC'ed, I just wanted to make sure it gets onto the agenda.

Thank you, MLC

From: Agnessa Todorova <agiarch.sf@gmail.com>
Sent: Monday, July 14, 2025 6:35 AM
To: Paul Dohring <pdohring@cityofsthelena.gov>; Michelle Deasy <mdeasy@cityofsthelena.gov>; Aaron Barak <abarak@cityofsthelena.gov>; Kate Spadarotto <kspadarotto@cityofsthelena.gov>; Billy Summers <BSummers@cityofsthelena.gov>
Subject: Letter of recommendation - Michelle Covell for Planning Commissioner St Helena

To the Members of the St. Helena City Council

I am writing with great enthusiasm to recommend Michelle Covell for a seat on the St. Helena Planning Commission.

As a licensed California architect and CEO of Outer Labs, I've had the privilege of working alongside some of the most values-driven professionals in the built environment. Michelle is one of the most exceptional.

We met in graduate school for architecture, became licensed architects together, and have supported one another through every stage of our careers. Her dedication to design, planning, and public service is truly inspiring. What sets Michelle apart is not just her professional expertise but her deep commitment to the character, health, and long-term vitality of her community.

Her recent article in the St. Helena Star is just one example of how she approaches complex planning topics with clarity, integrity, and a sincere desire to engage residents in respectful, informed dialogue. She is thoughtful, analytical, and always focused on outcomes that reflect the shared values of St. Helena—preserving its unique charm while ensuring it remains a safe, livable, and thriving place for families and future generations.

I know the City Council and Planning Commission are entrusted with balancing growth, stewardship, and community well-being—a responsibility that requires not only

technical understanding but also deep empathy and a collaborative spirit. Michelle brings all of that and more. She listens deeply, builds consensus, and leads with care. Her voice would be a powerful, thoughtful addition to the Planning Commission at a time when inclusive, forward-thinking perspectives are more important than ever.

St. Helena is a special place—and I can think of no one better equipped to help protect and shape its future.

I offer my full support for Michelle Covell’s appointment and would be honored to provide any further insight if needed.

Sincerely,
Agnessa Todorova
CEO, Outer Labs

--

Agnessa Todorova, NCARB, AIA, LEED AP

Architect | CEO



From: [Andrea Jane York](#)
To: [Paul Dohring](#); [Michelle Deasy](#); [Kate Spadarotto](#); [Aaron Barak](#); [Billy Summers](#); [Erika Opp](#)
Subject: Planning Commissioner Recommendation
Date: Monday, July 14, 2025 10:59:23 PM

To Whom It May Concern,

It has come to my attention that Michelle Liu is running for Planning Commissioner. I couldn't pass up the opportunity to share why I think she is perfect for this position. I grew up in St. Helena in the house my great-great-grandfather built. I returned to my childhood home in 2021. Michelle and I connected soon after, initially through our mutual love of gardening. We're also around the same age and both have sons around the same age.

As I've gotten to know Michelle, I've been awed by her many talents, skills and work ethic. Whether she's in the garden, caring for her son or at her desk, no one I know works harder than her. She brings an unmatched presence and finesse to everything she does. It's been humbling for me to witness but she does it all with humility and a sense of community, not competition. She uplifts everyone around her. She's generous with her knowledge and the bounty of her incredible garden. She's truly an inspiring person I'm so grateful to call a friend.

I know what being a Planning Commissioner takes. My dad was a Planning Commissioner and the Chairman of the Planning Commission for many years when I was growing up. I recall all the evenings spent preparing for meetings, studying the materials and his attention to all the details. I know Michelle possesses the dedication and diligence to serve our community in this capacity. I hope she is given the opportunity to do so.

Thank you for your consideration.

Sincerely,

Andrea Jane York

To Whom It May Concern,

I am writing to express my enthusiastic support for Michelle Lui in her candidacy for the City Planner's Office of St. Helena. As a longtime resident, active community member, and dedicated mother, Michelle brings a rare and invaluable perspective to city planning—one rooted in care, collaboration, and a deep understanding of how policy directly impacts families and the future of our town. Her long-standing career as an architect across several cities also brings a uniquely qualified lens to this role.

I have had the pleasure of working alongside Michelle during my time as a T-Ball coach, and I can say with confidence that she approaches every challenge with empathy, intelligence, grace, and a strong sense of civic responsibility. Without hesitation, she stepped in every time my co-coach was unavailable, leading practices and games with confidence and kindness.

Michelle has an exceptional ability to listen, synthesize diverse viewpoints, and offer thoughtful, forward-thinking solutions—qualities that are absolutely essential in a planning role.

What truly sets Michelle apart is her lived experience. As a mother, she brings an intimate awareness of how planning decisions affect everything from walkability and school access to green spaces and housing. She is deeply committed to making St. Helena a vibrant, inclusive, and sustainable community—not just for today's residents, but for generations to come.

With her strong work ethic, collaborative mindset, and genuine passion for our town's well-being, Michelle will be a tremendous asset to the City Planner's Office. I wholeheartedly endorse her candidacy and encourage you to support her with your vote.

And if you need one last reason? Just look at her tomatoes—they're beyond perfect. Any gardener knows the dedication, time, and love that go into growing a tomato like that.

Sincerely,
Andrea Minoo
Coach and new friend
415-571-7043

From: [Beth Cook](#)
To: [Paul Dohring](#); [Michelle Deasy](#); [Kate Spadarotto](#); [Aaron Barak](#); [Billy Summers](#); [Erika Opp](#)
Subject: Recommendation for Michelle Covell - Planning Commission
Date: Tuesday, July 15, 2025 12:45:26 PM

Dear Council Members of St Helena,

I would like to send my enthusiastic recommendation of Michelle Covell for St Helena Planning Commission.

I've known Michelle Covell for over five years as a neighbor, fellow mother, and friend and can't imagine there is someone who cares more about this community and its success than her.

She has done an incredible job enhancing the safety, beauty, and community of our neighborhood and beyond. Just a few of the many things she's done: advocating for nearby speed limit signage, adding crosswalk signage/flags at our neighborhood entryway, creating community spirit by making neighbor introductions between existing neighbors, welcoming new neighbors, creating a neighborhood contact list (helpful for fire events and power outages), and hosting fruit and vegetable swaps.

I can't imagine our neighborhood without Michelle; it truly would not be the same inclusive place buzzing with enthusiasm, kindness and camaraderie!

Our city would be in wonderful, capable hands with her on the Planning Commission.

Thank you for your time,
Beth Cook

Beth Cook
Director
PROMISE
707.690.2289
beth@promisewine.com

From: [Michelle Covell](#)
To: [Erika Opp](#)
Subject: Public comment - for item 13.1 - Tuesday 22nd Planning Commissioner Personal Statement
Date: Friday, July 18, 2025 11:28:23 AM
Attachments: [image002.png](#)

(This was my speech I had prepared for the City Council interview on Tuesday the 15th. It was a public mtg held in City Hall, there is no video, as it was in a meeting room without videoing capabilities, however I would like anyone who is interested to be able to read what I had prepared.) Please post for public comment to item 13.1 – My personal statement for applying for Planning Commissioner.

Good afternoon members of the city council. Thank you for the opportunity to speak today. My name is Michelle Liu Covell. I've been a resident of St. Helena for the past ten years.

I met my now husband serendipitously at the bar at Farmstead, two architects geeked out on terra cotta tile details of the 1926 historic skyscraper my office was rehabilitating at the time as it laid empty for many years. He is who brought me here to St Helena.

We own a home in the Crinella neighborhood. Our five-year-old son was born at the St. Helena Hospital and attends public school here. This is our home, our only home, and we are fully invested in this community.

I graduated with High Honors in Architecture at UC Berkeley's College of Environmental Design and received a Master in Architecture from CCAC. I am a LEED accredited professional – since 2009, (Leadership in Energy and Environmental design). I earned my Architects license in 2011 before I turned 30. I am a GET Up Grad from the Garden for the Environment, an organic farming program in San Francisco. For a summer, I taught a design studio at a juvenile hall for teenage boys 14 to 18—a role that showed me how design has the power to connect and inspire people. Many of the students couldn't read or write, but I graduated the most students the program had ever graduated in one class, and they received scholarships for their education. I have been part of the AIA SF mentorship program for many years, I have captained softball teams for an Architects, Engineers, and Contractors league in SF. I was a house manager and kitchen manager during my undergrad days at a co-op in Berkeley. I was team captain of the tennis team in high school.

Professionally, I've worked on diverse commercial and residential architectural projects for the last 20 years in multiple jurisdictions in the Bay Area. I help guide clients through complex planning and permitting processes (which are ever changing) while keeping their goals front and center. Some projects have even earned design awards.

Born and raised in the Bay Area, in a low-income household in Oakland, I remember the bars on my bedroom window—they were meant for safety, a way to keep people out. I tried to change the way it looked by using black glue and paint to create a stained-glass window.

As a 5-year-old kid, I remember lying in bed, thinking: **what if there was a fire? How would I get out?** I planned elaborate escapes.

That moment stayed with me, questioning the design of something that was just **"accepted"** as

normal. It taught me that just because something **exists a certain way**, doesn't mean it's right—or **that it can't be improved.**

Throughout my career, one of the biggest lessons I've learned is that: **respect and listening go a long way.** Being able to hear people out and work through tension without escalation is a skill I've carried with me.

When I first moved here, to live with my partner, I left my friends, my network, my community that I had spent cultivating for many years. I was really scared. He has his friends in town, and I wasn't quite sure how I was going to make new friends here. Someone asked me to play tennis, introductions were made, and quickly I was adopted into the USTA Crane park tennis team. I also played Bocce and we all know how that goes. I took pottery classes at Nimbus Arts and fell in love with clay, as well as the supportive artist community we have here. We got a dog, and that pretty much sealed the deal on meeting people. When I was pregnant and walking around my circle over and over to get some exercise, I met a lot of people who enjoyed watching my belly grow. And when my son was born, I'd stroll him around, I realized then that I had again cultivated a beautiful village of friends.

Why I applied.

The beauty and character of St Helena comes NOT ONLY from the built environment, but from the people who make this such a supportive welcoming community. It's how we help each other during stressful events like the fires and covid. It's how we celebrate with each other at the pet parade and harvest festival. It's when my son – at 11 months old, during covid, had to have brain surgery, and my neighbors came to support us, decorated our door when we returned from the hospital, bringing us food, and words of support and comfort.

Over the past several years, I've tried my best to stay engaged with what's happening in our town—whether through city newsletters, town hall discussions at the Cameo, or simply through conversations with friends and neighbors. One thing has become very clear to me: we are part of an incredibly smart, thoughtful, and deeply caring community. **People here want the best for this town—and they're paying attention.**

I know how fortunate we are to live in Saint Helena. In taking my son to school, watching kids play so carefree, I see in their smiling faces our future. We need to make this town a place where they want to stay and raise their own families and continue the traditions.

That's why I've applied to serve on the Planning Commission.

I want to contribute to the thoughtful work of addressing the complex challenges we face—many of which have been inherited from decisions made in the past. I have met with all of you now and am proud to have you as our council. You are an intelligent caring group and I think we share many of these skills that I have to offer.

- **Critical Thinking:** I have experience breaking down complex problems and turning them into clear, actionable steps.
- **Communication:** I know how to have productive, respectful conversations—even when

perspectives differ. It's about listening, not ego.

- **Deep Listening:** I take time to really hear what others are saying, and I aim to understand them before forming my own opinion.
- **Problem Solving:** I approach challenges by looking at them from multiple angles to find balanced, effective solutions.
- **Objectivity:** In my profession, I've had to coordinate large teams with very different areas of expertise. That's taught me how to stay objective and focused on shared goals.
- **Macro and Micro Thinking:** I enjoy zooming in on the details, but I also know how to step back and see the broader picture. I think about today **and** ten years from now, **the forest amongst the trees.**
- **Real-World Understanding of Code:** I work in that critical space where policies meet the built environment. I understand how code affects real people—and I know how to bridge the gap between those who write it and those who live with it.

Planning for the future means we have to embrace a certain level of uncertainty. It asks us to look back at where we've come from, understand our history, and make space for change—**without losing what makes this town so special.**

I believe that's why so many people care so deeply. We want to protect the soul of St. Helena.

Through thoughtful, honest analysis—and by engaging with the community—we can better understand what's working, what's not, and chart a more balanced, inclusive path forward.

So I offer my help.

Thank you
Michelle Liu Covell

Michelle Liu Covell

Architect, Partner, Director of Operations, LEED AP
707.968.9280

COVELL ARCHITECTS

1407 Main St. Suite 102 Saint Helena, CA 94574
www.covellarchitects.com

From: [Mimi Martin Katz](#)
To: [Erika Opp](#)
Subject: Reference for Michelle Covell
Date: Monday, July 21, 2025 8:39:27 PM

To whom it may concern,

I am writing to show my support and appreciation for Michelle Covell, who is running for the planning commission position.

I've known Michelle since she moved into our neighborhood almost a decade ago. She is a well loved member of our community. Hard working and caring, she is driven by her enthusiasm to create, whether it be designing and building a coop, or her intense passion for the details of each step of the seasonal process of her vegetable garden, she is a generous beloved addition to our neighborhood.

After speaking with her about her no- nonsense vision for our city. I am most confident that her values reflect that of a young perspective; one that unites our neighbors, honors and respects our traditions and understands the need for growth in a balanced way that supports the families committed to making our future town safer and better.

I truly believe in her ability to bring her professional experience and action-oriented abilities to the planning commission, and I know she will bring a strong voice for the people who really live and work in St. Helena.

Thank you for your time.
Most sincerely,

Mimi Martin-Katz
Proprietor
Panevino

Sent from my iPhone