



**City of St. Helena
Regular City Council Meeting
Tuesday, August 12, 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@cityofstheleena.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://stheleena.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 July 22, 2025. 9 - 19
[Regular City Council - 22 Jul 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.

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

Estimated start time: 6:30 p.m.

- 8.1. Update from Measure H Committee Chair, Christopher Warner 21 - 24
[Presentation](#)

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: 6:40 p.m.

- 10.1. Authorization for the City of St. Helena to Enter Into a Memorandum of Agreement (MOA) with the Napa County Resource Conservation District (NCRCD) as a partner in the Urban and Community Forestry Grant Program. 25 - 102

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Agreement (MOA) with the Napa County Resource Conservation District (NCRCD) to participate in the Inflation Reduction Act (IRA) Urban and Community Forestry (UCF) Grant Program titled *Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration*.

[Staff Report - Urban Forest Grant Agreement - Pdf](#)

- 10.2. Receive report for FY 2024/2025 City of St. Helena Water Supply Update and Projected Water Demand. 103 - 113

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and File.

[Staff Report - City of St. Helena Water Supply Update FY2024/2025 -](#)

[Pdf](#)

- 10.3. Adoption of a resolution authorizing the City Manager to enter into an agreement with Upper Valley Disposal for Sludge Hauling Services from the Wastewater Treatment Plant. 115 - 131

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 and agreement authorize payment of sludge hauling services provided by Upper Valley Disposal related to the operation of the newly commissioned Membrane Bioreactor (MBR) facility at the City's Wastewater Treatment Plant, in an amount not to exceed \$100,000 annually.

[Staff Report - Sludge Hauling Fees - Pdf](#)

- 10.4. Consideration and Approval of a Resolution (1) Authorizing Payment of Underbilled Amount of \$66,224.08 to Operational Technical Services (OTS) and (2) Authorizing the City Manager to execute Professional Services Agreement with OTS in a not-to-exceed amount of \$127,600 for six-months of temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher. 133 - 161

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - OTS Underbilled Services and FY26 PSA - Pdf](#)

- 10.5. Consideration and Adoption of a Resolution: (1) Approving Additional Funding Allocation for Bid Alternate 1 (Crane Parking) under the R25-79 Pavement Restoration Project Contract with JD General Engineering Corp. in the amount of \$177,500 for a total contract not-to-exceed amount of \$1,598,140; (2) Authorizing Necessary Budget Adjustments and Transfers. 163 - 188

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

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - R25-79 Pavement Restoration Amendment No. 1 - Pdf](#)

- 10.6. Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project. 189 - 195

CEQA Determination: Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15061(b)(3).

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

To adopt the Resolution Authorizing the Public Works Department to

Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project (CIP R18-81).

[Staff Report - Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project to Replace Sid - Pdf](#)

- 10.7. Consideration and proposed approval of a resolution amending the City of St. Helena Conflict of Interest Code pursuant to the Political Reform Act of 1974. 197 - 216

CEQA Determination: Not a CEQA project

Prepared By: Andrew Bradley, Program Manager, Erika Opp, Administrative Analyst

Recommendation:

It is recommended that the City Council adopt a Resolution approving the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974, and rescind the previous Conflict of Interest, resolution 2022-84.

[Staff Report - Conflict of Interest Update 2025 - Pdf](#)

- 10.8. Approval of a Resolution authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Beauchaine Consulting Group, LLC to provide public management consulting services related to labor negotiations for an additional \$50,000 for a total amount not-to-exceed \$100,000, which is included in the FY 2025-26 Operating Budget. 217 - 239

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Beauchaine Consulting - Pdf](#)

- 10.9. Approval of a Resolution Updating the City of St. Helena Authorized Signatories with the Local Agency Investment Fund (LAIF) of the California State Treasury. 241 - 245

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - LAIF Authorized Signatories - Pdf](#)

- 10.10. Authorizing a resolution approving a three-year Professional Services Agreement for Professional Auditing Services with Harshwal & Company, LLP in the amount not-to-exceed of \$29,600 in the first year, \$30,880 in the second year, and \$32,230 in the third year for a total \$92,710 over the three-year term. 247 - 303

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - PSA for Professional Audit Services - Pdf](#)

- 10.11. Second Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills. 305 - 336

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager

Recommendation:

Adoption by title only and waive the second 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 - 2nd Reading - Update on Utility Billing Penalties - Pdf](#)

11. PUBLIC HEARINGS

Estimated start time: 6:50 p.m.

- 11.1. Consideration and proposed approval of a resolution approving the 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. 337 - 346

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.

[Staff Report - Public Hearing to Approve Sewer Annexation 945 Main Street - Pdf Presentation](#)

12. OLD BUSINESS

Estimated start time: 7:00 p.m.

- 12.1. Summary of Actions Taken To Address Fiscal Adversity and Describe Upcoming Steps and Seek Direction on Potential Actions 347 - 371

CEQA Determination: Not a CEQA project

Prepared By: Anil Comelo, City Manager

Recommendation:

Provide Direction On Potential Future Actions

[Staff Report - Financial Future Discussion - Pdf Presentation](#)

[Public Comment.Alan Galbraith](#)

13. NEW BUSINESS

Estimated start time: 7:30 p.m.

- 13.1. Consideration and Designation of Voting Delegates for vote(s) to be done at the 2025 League of California Cities Annual Conference business meeting.

373 - 378

CEQA Determination: Not a CEQA project

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Consideration and Proposed Approval of:

1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and
2. Designating Alternate Voting Delegates; and
3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.

[Staff Report - Designation of voting delegates for vote\(s\) to be done at the 2025 League of California Cities Annual Conference business meeting - Pdf](#)

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 26, 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 August 7, 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, July 22, 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

City Manager Comelo said that Items 10.8 and 10.12 will not be heard and requested that Items 10.2 and 10.3 be pulled for discussion on the consent calendar.

- 4.1 Vice Mayor Michelle Deasy moved to approve the amended agenda. 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

5. APPROVAL OF MINUTES

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of June 10, 2025 and June 24, 2025.

Council Member Aaron Barak moved to approve the Regular Meeting minutes of June 10, 2025 and June 24, 2025. The motion was seconded by Council

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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

6. PUBLIC FORUM:

No public comment was received.

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

- 7.1 City Attorney Ethan Walsh reported on the Special City Council Closed Session meeting of July 22, 2025 and noted that there was no reportable action.

City Manager Comelo announced a special joint session meeting of the City Council and the Planning Commission on Tuesday, August 19.

Director of Public Works Joe Leach provided update on paving project.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 8.1 Proclaiming July as Parks and Recreation Month

Mayor Dohring presented the proclamation to the Director of Community Services, Dave Jahns who accepted on behalf of the Parks and Recreation Department.

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 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).

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CEQA Determination: Exempt
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Recommend approval of attached Resolution.

- 10.2 This item was pulled.

~~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.~~

- 10.3 This item was pulled.

~~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.~~

- 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.

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

- 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.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Deputy City Manager
Recommendation:
Adopt a resolution approving the contract.

- 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.

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

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Treatment Plant (WWTP), increasing the not-to-exceed total to **\$286,425**.

City Manager Comelo provided an update to the original figures, noting that the initial report assumed the City would end the generator rental on June 30. However, an additional month was needed because the new generator was not yet operational therefore adding an additional charge.

- 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.

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.

- 10.8 This item was removed from the consent calendar.

~~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.~~

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.

- 10.9 June 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.

- 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.

CEQA Determination: Not a CEQA project

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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.

- 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.

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.

- 10.12 This item was removed from the consent calendar.

~~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.~~

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.

- 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.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

City Manager Comelo provided more information on the item.

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Mayor Dohring opened the item up for public comment; no public comment was received.

Discussion brought back to Council.

- 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-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.

Vice Mayor Deasy requested further discussion on the item.

Mayor Dohring opened Public Comment; no public comment was received.

Council Member Aaron Barak moved to approve all items with the exception of 10.8 and 10.12. 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: Council Member Billy Summers

ABSENT: None

ABSTAIN: None

RECUSE: None

11. PUBLIC HEARINGS

- 11.1 Introduction and Waiver 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:

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.

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Finance Manager, Martin Beltran presented on the item.

Mayor Dohring opened the Public Hearing; no comments were received.

Discussion was turned over to the Council; no additional comments were made.

Council Member Aaron Barak moved to approve staff's recommendation. 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, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. OLD BUSINESS

- 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 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.

Director of Community Services, Dave Jahns reported on the item.

Mayor Dohring opened Public Comment where Alex Weeks, a Porchfest representative made a presentation. No other public comment was received.

Discussion was turned over to Council. Mayor Dohring re-opened public comment. Public Comment was received by Kim Phinney, Marisa Nokes and Rachael Clark. Discussion continued with Council.

Vice Mayor Michelle Deasy moved to approve the event, contingent upon verification of nonprofit status (IRS 501(c)(3)), proof of funding to cover event costs, and submission of insurance certificates by August 28. The motion was

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seconded by Council Member Spadarotto. Following further discussion after the initial motion was made, Vice Mayor Deasy amended the motion to condition approval on a bank statement demonstrating financial viability and the submission of insurance certificates, grating staff discretion to determine whether the amount is sufficient. The motion was seconded by Council Member Billy Summers and on roll call failed by the following vote:

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

Mayor Dohring called for a 10-minute recess at 7:20 p.m. The Council meeting was reconvened at 7:30 p.m.

- 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.

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.

City Attorney Ethan Walsh presented on the item.

Mayor Dohring opened Public Comment. Public Comment was received by Dan Hale, Charles Covell, Christine Hale, and Michelle Covell.

Discussion was turned over to council. The Council provided comments and asked questions. It was the consensus of the Council to support excluding covered balconies, porches, decks, and similar structures from the calculation of the total gross floor area.

- 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.

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CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Approve the attached resolution.

Assistant City Manager/Director of Public Works, Joe Leach reported on the item.

Mayor Dohring opened up Public Comment. Public Comment was received by Martin Podel, Elaine de Man, Kelly Wheaton and Christine Waskowiak.

The discussion was turned over to the Council for deliberation, during which individual comments and questions were raised. The Council reached a consensus not to approve the staff recommendation at this time, citing the need for additional information and further work on the issue.

Mayor Dohring asked for a motion to extend the City Council meeting until 9:30 p.m. Vice Mayor Deasy moved to extend the meeting until 9:30 p.m. The motion was seconded by Council Member Barak and on voice vote was approved unanimously.

13. NEW BUSINESS

13.1 Consideration of a resolution appointing applicants to the Planning Commission

CEQA Determination: Not a CEQA project
Prepared By: Erika Opp, Administrative Analyst
Recommendation:
Staff recommends adopting a resolution appointing applicants to the Planning Commission.

Mayor Dohring introduced the item and opened Public Comment. Public Comment was received by Michelle Covell.

The discussion was turned over to the Council for deliberation. Individual comments were made.

Mayor Paul Dohring moved to appoint Hector Lopez and Michelle Covell to the Planning Commission. 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

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ABSENT: None
ABSTAIN: None
RECUSE: None

14. CITY COUNCIL REPORTS:

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

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

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

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. 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

Vice Mayor Deasy reported on Napa County Regional Climate Action Committee and Mayor Dohring reported on Napa County Flood Control District.

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:14 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

Regular City Council
July 22, 2025

Measure H Advisory Committee

August 12, 2025



Accomplishments

- 1. Members: Chris Warner (chair), Jeffrey Green (vice chair), Richard Corsetti, Jay Kouba, Mario Trinchero**
- 2. Supported by City staff (Finance, Public Works)**
- 3. 5 meetings (Aug. 9, 2023; Feb. 21, 2024; Sept. 25, 2024; Feb. 4, 2025; Apr. 1, 2025)**
- 4. Agendas have included: GO Bond conditions, tranches and issuances; updates on GO bond capital projects; GO bond CIP project schedule, status and compliance with Measure H**

Upcoming Work Plan

- 1. Continued monitoring and briefing by City staff on compliance with Measure H bond requirements and schedule/status of bond projects.**
- 2. Discuss with City staff any bond compliance issues that may arise, including scheduling issues, and advise City Council as appropriate**

BACKGROUND:

On February 22, 2022, the City Council adopted Ordinance 2022-3 (Measure H), an ordinance ordering the submission of a proposition to incur bonded indebtedness to the voters. Measure H was successful in the June 2022 election.

The object and purpose of the Bonds is to finance the costs of municipal improvement projects of the City (the “Improvements”), consisting of drinking water system improvements, including but not limited to Bell Canyon Spillway repairs, water main rehabilitation and replacements, valve replacements, Bell Canyon Phreatic Surface Monitoring, lower reservoir rehabilitation, and replacing pipes to increase fire flow, sewer system improvements, including but not limited to replacing pipes and making Crinella Lift Station improvements, stormwater system improvements, including but not limited to replacing pipes, drains, culverts and other components of the system, and recycled water system improvements, including but not limited to providing pump station and pipes to distribute recycled water, all as acquired or constructed by the City to protect local water quality/supply, improve drought resilience, keep sewage, pollution, trash and chemicals from local rivers, creeks and streams, and protect safe, sustainable, local water sources.

The first bond issuance occurred on November 15, 2022. The primary governing document for the 2022 Obligation Bonds is the Resolution of Issuance. The authorization to issue bonds to fund the actions noted above required the formation of a Measure H Oversight Committee. On November 22, 2022, Council authorized the recruitment of a committee to consist of five St. Helena community residents appointed by the City Council. The Chair of the Measure H Oversight Committee was appointed by the Council. It is expected that the Measure H Oversight Committee will meet two times per year until the expenditure of the bond proceeds is complete, at which time a final report will be issued, and the committee disbanded.

The Committee serves in an advisory role and will not be responsible for managing or directing staff or project activities, it will leverage the experience, expertise, and insight of its members to ensure the bond proceeds are spent in accordance with the provisions of Ordinance 2022-3 (Measure H). In addition, the Committee is an advisory body to the City Council and is not an independent decision-making body. All of its recommendations are subject to approval of the City Council. Meetings of the Bond Oversight Committee will be open to the public and will serve to educate the community on how bond funds are being expended.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 12, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Authorization for the City of St. Helena to Enter Into a Memorandum of Agreement (MOA) with the Napa County Resource Conservation District (NCRCD) as a partner in the the Urban and Community Forestry Grant Program.
RECOMMENDED ACTION:	Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Agreement (MOA) with the Napa County Resource Conservation District (NCRCD) to participate in the Inflation Reduction Act (IRA) Urban and Community Forestry (UCF) Grant Program titled <i>Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration</i> .
PREVIOUS COUNCIL ACTION:	On May 9, 2023, the City Council approved Resolution 2023-43 authorizing the City to partner on the grant application and committed \$100,000 cash match to the program.
STATEMENT OF THE PURPOSE:	To enter into a Memorandum of Understanding (MOU) with the Napa County Resource Conservation District (NCRCD) for the Urban and Community Forestry Grant Program.
FINANCIAL IMPACT:	The total cost of the project is \$3,121,523, with \$1,560,761 provided by federal funding. The City of St. Helena's financial contribution towards the grant is \$100,000, which has been allocated from the General Fund for Fiscal Year 2025. The City will also provide in-kind support through staff time for strategic oversight of St. Helena sites as well as coordinating project activities, such as event planning and community outreach. Additional in-kind contributions and contractual services will be provided by NCRCD and other project partners.

BACKGROUND:

The US Department of Agriculture Forest Service Urban and Community Forestry Inflation Reduction Act Grant Program, administered by the Napa County Resources Conservation District, aims to address several key challenges in urban forestry management across Napa County, including limited planning resources, funding shortfalls, and workforce development. The grant is funded under the Inflation

Reduction Act and seeks to increase the urban tree canopy, engage communities in stewardship, and develop a workforce in urban forestry.

The City of St. Helena, along with the cities of Napa and American Canyon, will benefit from this grant through tree planting and stewardship activities, community education and volunteer events, and workforce development opportunities. St. Helena's participation focuses on enhancing urban greenery, particularly in disadvantaged communities, and supporting long-term sustainability.

DISCUSSION:

Goals of the Program:

- **Goal 1: Planting and Stewardship Plans**

St. Helena will collaborate with NCRCD to develop planting and stewardship plans focused on increasing the urban tree canopy in identified project sites. This will involve updating municipal tree planting lists and ordinances and implementing tree planting efforts in areas benefiting disadvantaged communities.

- **Goal 2: Community Engagement and Education**

The program will engage local residents through education and volunteer events that promote the benefits of urban forests and practical stewardship actions. St. Helena will host workshops, volunteer planting days, and the creation of demonstration gardens in disadvantaged neighborhoods.

- **Goal 3: Workforce Development**

The program will provide training for municipal staff and create pathways for urban forestry careers through internships. St. Helena will benefit from workforce training and increased capacity for urban forestry management.

Impact on the City of St. Helena: Participation in this project will enhance green spaces, increase shade and cooling in public areas, and contribute to overall climate resilience. The city will also benefit from shared resources and expertise from NCRCD and other project partners, thereby amplifying the impact of our urban forestry efforts

Key Partners: The primary partners include the City of Napa, City of American Canyon, the American Canyon Community and Parks Foundation (ACCPF), and the Napa Valley Vine Trail Coalition. Each of these partners will play a role in implementing planting and education activities across the county.

The purpose of the Memorandum of Understanding is to outline the commitment of each party as well as ensure adequate insurance and indemnification requirements of each of the partner agencies as a required component of the grant agreement.

ENVIRONMENTAL REVIEW:

This is not a CEQA project. However, it should be noted that this program will have a positive environmental impact by enhancing the city's urban tree canopy, improving air quality, increasing stormwater retention, and promoting biodiversity. The activities

supported under this grant are consistent with the city's commitment to sustainability and climate resilience.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution RCD MOA](#)

[UCF Grant MOA w Attachments 2025.07](#)

[UCF Grant Narrative and Budget FOR PARTNERS](#)

[Exhibit A - 24-DG-230 NCRCD Award Letter Fully Signed](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH THE NAPA COUNTY RESOURCE CONSERVATION
DISTRICT FOR PARTICIPATION IN THE URBAN AND COMMUNITY FORESTRY
GRANT PROGRAM**

RECITALS

- A. WHEREAS, the U.S. Department of Agriculture Forest Service Urban and Community Forestry Inflation Reduction Act Grant Program (the “UCF Grant Program”) provides funding to support increased urban tree canopy, environmental stewardship, and workforce development; and
- B. WHEREAS, the Napa County Resource Conservation District (NCRCD) was awarded funding under the UCF Grant Program for a regional project titled “Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration”; and
- C. WHEREAS, on May 9, 2023, the City Council approved Resolution 2023-43 authorizing the City to partner on the UCF Grant Program and committed a \$100,000 cash match from the General Fund toward the program; and
- D. WHEREAS, the City of St. Helena, along with the Cities of Napa and American Canyon, the Napa Valley Vine Trail Coalition, and the American Canyon Community and Parks Foundation, will participate as partners in this regional effort through a formal Memorandum of Understanding (MOU) with the NCRCD; and
- E. WHEREAS, the MOU outlines the roles and responsibilities of the City in supporting tree planting and stewardship activities, community engagement, education, and workforce development within St. Helena, with particular emphasis on supporting disadvantaged communities; and
- F. WHEREAS, the City's participation in this program aligns with City goals to improve infrastructure, enhance environmental sustainability, and increase quality of life;

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 the Memorandum of Understanding with the Napa County Resource Conservation District in substantially the form presented, subject to minor modifications approved by the City Attorney.
2. The City Council affirms its continued support for the Urban and Community Forestry Grant Program and the City's commitment of \$100,000 in General Fund resources for Fiscal Year 2026, along with in-kind contributions of staff time for project oversight, community outreach, and event coordination.
3. The City Manager is authorized to take such additional actions as may be necessary to implement the terms of the MOU and ensure compliance with program requirements.

Approved at a Regular Meeting of the St. Helena City Council on August 12, 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



MEMORANDUM OF AGREEMENT
(Urban and Community Forest Grant Program)

This MEMORANDUM OF AGREEMENT (“MOA”) is made as of April 17, 2024, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD," and CITY OF AMERICAN CANYON, CITY OF NAPA, CITY OF SAINT HELENA, each being a city within the State of California, and AMERICAN CANYON COMMUNITY & PARKS FOUNDATION and NAPA VALLEY VINE TRAIL COALITION, each being a nonprofit, tax-exempt charitable organization (tax identification number 47-3226686 and 26-3426758, respectively) under Internal Revenue Code section 501 (c)(3). All three named cities and two named nonprofit organizations are hereinafter collectively referred to as “Parties” and singularly as “Party.”

RECITALS

WHEREAS, all Parties are authorized to enter into agreements with state agencies, counties, cities, resource conservation districts, and other public districts to receive funds, and to enter into agreements to cooperatively expend funds; and

WHEREAS, NCRCD and the U.S. Department of Agriculture, Forest Service Region 5, hereinafter referred to as “USFS”, entered into an Inflation Reduction Act Urban and Community Forest Grant 24-DG-11052021-230, hereinafter referred to as “UCF Grant”, for the purpose increasing healthy urban tree canopy, empowering community-led urban forest stewardship, and supporting current and future workforce.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the Parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term of the Agreement. This UCF Grant MOA takes effect upon the first date listed above and shall remain in effect until March 15, 2029.

2. Scope of Work. Parties shall support the successful execution of the UCF Grant goals and deliverables within the five-year grant period. The three main objectives of the grant include (1) Increase healthy urban tree canopy through planting and stewardship, with a focus on sites that benefit disadvantaged communities; (2) Empower community-led urban forest stewardship through community education, volunteer events, and demonstration forest “gardens”; (3) Support current and future workforce through municipal staff/crew trainings and paid internships. Specific goals, activities, roles of NCRCD and Parties, and anticipated allocation of resources are set forth in Exhibit “B”.

3. Match Contributions. NCRCD and Parties are responsible providing and reporting the required match contribution during the five-year grant. The UCF Grant requires 1:1 non-federal matching funds by the Parties. The amount and type of match commitment that each Party is responsible for are set forth in Exhibit “C”. Matching contributions must not include funding from a federally assisted program and must not have been paid by the federal government under any other grant or agreement; and must be verifiable in the grantee’s records. Matching funds must be tracked the same as grant expenses and include the necessary supporting documentation (e.g., receipts, timesheets, invoices, etc.). Matching funds must have been used in a way necessary to accomplish project activities (see Exhibit “B” for more detail), reasonable and allowable.

4. Semi-Annual Match Reporting. Each Party shall assist with UCF Grant Semi-Annual Progress Reports (“Semi-Annual Progress Reports”) and provide the required information and documents needed to complete the Semi-Annual Progress Reports by May 31 (period between November 1 and April 21) and November 30 (period between May 1 and October 31) of each year during this UCF Grant MOA. The Semi-Annual Progress Reports shall capture Parties reporting of match contributions, including all necessary supporting documentation, as well as both quantitative and qualitative project accomplishments. Parties shall track and report match following templates provided by NCRCD. The NCRCD will submit the Semi-Annual Progress Reports to the USFS on behalf of all partners.

5. Environmental Compliance. Each individual city is responsible for determining the appropriate California Environmental Quality Act (CEQA) method and will serve as CEQA lead agency for any stewardship activities supported by the UCF Grant funding on property they own/maintain. Crews that will be working under the NCRCD on city-owned property will follow the environmental compliance guidelines of that particular city. The NCRCD can serve as CEQA Lead Agency if this is deemed appropriate by both NCRCD and the Party, pending the appropriate permissions are provided by the city. All Parties will inform the NCRCD of their CEQA decisions and provide any CEQA documentation relevant to implementation of

stewardship activities, including but not limited to Notice of Exemptions. Work completed on private property or other property not under the ownership of Parties will be the responsibility of the NCRCD to determine CEQA requirements and NCRCD shall serve as CEQA Lead Agency if needed.

6. Access. Each Party shall make available access to selected properties that they own to allow the successful execution of the UCF grant deliverables set forth in Exhibit “B”. Parties shall provide access to sites for implementation of planting and stewardship activities (e.g., tree planting, maintenance and monitoring), community engagement activities (e.g., volunteer events, education events, demonstration plantings), and workforce development activities (e.g., trainings for interns, vegetation management crews, and/or city staff. Access permissions shall include NCRCD, NCRCD contractors and sub-contractors, community members, volunteers and non-profits (“NCRCD agents”) listed as a Party. Specific sites can include a park, open space, sidewalk, side of a building or other public land. Access will be provided for the duration of the UCF Grant. The specific project sites will be identified in collaboration between NCRCD and Parties. The Parties agree that NCRCD and its agents’ insurance, described in item 9 of this Agreement, provides satisfactory liability coverage to allow access to the selected properties in order to execute the UCF grant deliverables set forth in Exhibit “B.”

7. Use of Forest Service Insignia. Use of the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, my first go through the NCRCD. The NCRCD will go through the necessary steps to get approval from the USFS.

8. Hold Harmless/Defense/Indemnification. To the full extent permitted by law, each Party shall defend, indemnify and hold harmless each other as well as their respective officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death), or damage to property, arising out of or connected with any acts or omissions of that Party or its officers, agents, employees, volunteers, contractors, or subcontractors when performing any activities or obligations required of that Party under this UCF GRANT MOA. Each Party shall notify the other Parties immediately in writing of any claim or damage related to activities performed under this UCF GRANT MOA. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this UCF GRANT MOA, providing that nothing shall require any other Party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

9. Insurance. Each Party shall obtain and maintain in full force and effect throughout the term of this UCF GRANT MOA, and thereafter as to matters occurring during the term of this MOA, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this UCF GRANT MOA, each Party shall provide workers' compensation insurance for the performance of any of its duties under this UCF GRANT MOA, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Each

Party shall provide NCRCD with certification of all such coverages upon request by NCRCD's Executive Director.

(b) Liability Insurance.

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

(2) Workers' Compensation. Workers' Compensation Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

(3) Comprehensive Automobile Liability Insurance. Each Party shall obtain and maintain in full force and effect during the term of this UCF GRANT MOA a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with that Party's activities under this UCF GRANT MOA of not less than the following, combined single limit per occurrence: ONE MILLION DOLLARS (\$1,000,000) (for 7 or fewer passengers), ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) (8-15 passengers), and FIVE MILLION DOLLARS (\$5,000,000) (16+ passengers). A Party that does not typically carry specific Automobile Liability Insurance shall maintain General Liability Insurance that includes automobile liability insurance for owned, hired, and leased vehicles.

(c) Certificates of Coverage. Each Party shall procure and maintain during the period of performance of this MOA, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by that Party under this Agreement. Proof of this insurance shall be provided to NCRCD within thirty (30) days of the effective date of this Agreement. Each Party will advise NCRCD in the event that the required third party insurance is about to or expected to lapse. NCRCD shall be responsible for carrying adequate insurance for any NCRCD employee or facility related to any activities performed under this Agreement. The coverages shall reference this MOA by its number or title; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of any Party's liability. Upon request by any other Party, the Party shall provide or arrange for the insurer to provide the other Party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to Department.

10. Good Faith. Each Party shall use its best efforts and work wholeheartedly and in

good faith for the expeditious completion of the objectives of this UCF Grant MOA and the satisfactory performance of its terms.

11. No Waiver. The waiver by any Party of any breach or violation of any requirement of this MOA shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this UCF Grant MOA.

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

NAPA COUNTY RESOURCE CONSERVATION
DISTRICT
Lucas Patzek, Executive Director
1303 Jefferson St., #500B, Napa CA 94559
lucas@naparcd.org
707-690-3119

CITY OF AMERICAN CANYON
Jason B. Holley, City Manager
4381 Broadway St., American Canyon, CA
94503
jholley@americancanyon.gov
707-647-4351

CITY OF NAPA
Breyana Brandt, Parks and Recreation Director
1500 Jefferson Street, Napa, CA 94559
bbrandt@cityofnapa.org
707-258-7897

CITY OF SAINT HELENA
Anil Comelo, City Manager
1088 College Avenue, Saint Helena, CA 94574
acomelo@cityofsthelena.gov
707-968-2744

AMERICAN CANYON PARKS & COMMUNITY
FOUNDATION
Janelle Sellick, Executive Director
101 West American Canyon Rd, Suite 508-102,
American, CA 94503
janelle@acparks.org
707-363-1915

NAPA VALLEY VINE TRAIL COALITION
Shawn Casey-White, CEO/Executive Director
3299 Claremont Way, Suite 5, Napa, CA
94558
shawn@vinetrail.org
707-252-3547

13. Interpretation; Venue.

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

(b) Venue. This UCF Grant MOA is made in Napa County, California. The venue for any legal action in state court filed by any Party to this UCF Grant MOA for the purpose of interpreting or enforcing any provision of this MOA shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by any Party to this MOA for the purpose of interpreting or enforcing any provision of this UCF Grant

MOA lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this UCF Grant MOA shall be Napa County, California; however, nothing in this sentence shall obligate any other Party to submit to mediation or arbitration any dispute arising under this UCF Grant MOA.

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

15. Access to Records/Retention. The Parties, or their duly authorized representatives, shall have access to any books, documents, papers, and records of the other Parties, which are directly pertinent to the subject matter of this UCF Grant MOA for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for at least five (5) years after NCRCD makes final grant funding for any work authorized hereunder and all pending matters are closed, whichever is later.

16. Authority to Contract. Parties each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this UCF Grant MOA.

17. Independent Contractor. The Parties intend that in performing the obligations specified herein, shall act as an independent contractor of each other, and shall have control of the work and the manner in which it is performed. The Parties and their employees, agents, and volunteers are not to be considered agents or employees of any other Party and are not entitled to participate in any pension plan, insurance, bonus, or similar benefits any Party provides to its employees.

18. Employment Practices. Parties shall not discriminate in performance under the MOA, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

19. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations affecting it and the work hereunder. Each Party represents and warrants to the other Parties that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications, and approvals.

Each Party represents and warrants to the other Parties that it shall, at its sole cost and expense, keep in effect at all times during the term of this UCF Grant MOA any licenses, permits, and approvals which are legally required for Each Party to do the work contemplated by this UCF Grant MOA or, if the work is subcontracted, each Party shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

20. Non-Solicitation of Employees. Each Party agrees not to solicit for employment the employees of any other Party who were directly involved in the performance of the services hereunder for the term of this UCF Grant MOA and a period of six (6) months after termination of this UCF Grant MOA except with the written permission of any other Party, except that nothing in this paragraph shall preclude any other Party from publishing or otherwise distributing applications and information regarding the Party's job openings where such publication or distribution is directed to the general public.

21. Third Party Beneficiaries. Nothing contained in this UCF Grant MOA shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

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

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

24. Amendment of Agreement. This UCF Grant MOA may be amended at any time by mutual agreement and in accordance with the terms of the UCF Grant Agreement. Any amendment shall be in writing and signed by all Parties.

25. Entirety of Contract. This UCF Grant MOA constitutes the entire agreement between the Parties relating to the subject of this UCF Grant MOA and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

[Remainder of page left intentionally blank.]

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

NAPA COUNTY RESOURCE CONSERVATION DISTRICT:

By: _____
Lucas Patzek, Executive Director

Date: _____

CITY OF AMERICAN CANYON:

By: _____
Jason B. Holley, City Manager

Date: _____

CITY OF NAPA:

By: _____
Breyana Brandt, Director

Date: _____

CITY OF SAINT HELENA:

By: _____
Anil Comelo, City Manager

Date: _____

AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION:

By: _____
Janelle Sellick, Executive Director

Date: _____

NAPA VALLEY VINE TRAIL COALITION:

By: _____
Shawn Casey-White, CEO/Executive Director

Date: _____

APPROVED AS TO FORM
Office of County Counsel

By: Corey S. Utsurogi
Deputy County Counsel
Date: June 24, 2025

EXHIBIT A
(UCF GRANT AGREEMENT)

UCF Grant MOA

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11052021-230
Between
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
And The
USDA, FOREST SERVICE
REGION 5
STATE & PRIVATE FORESTRY**

Project Title: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration

Upon execution of this document, an award to Napa County Resource Conservation District, hereinafter referred to as "NCRCD," in the amount of **\$1,560,761.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 IRA Urban & Community Forestry. Napa County Resource Conservation District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 31, 2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

As addressed in Provision E and F, the financial status and performance reports are due on a semi-annual basis for the periods ending June 30 and December 31. The final performance report is to be submitted no later than 120 days from the expiration date of the grant. The first reports will be due July 30, 2024, for the period ending June 30, 2024.

Send the financial status reports to Kathryn Williams at the address on page 2, and the performance reports to Alicia Sanchez-Scott at the address on page 2 of this award and as shown in the narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at (707) 980-3927.

The following administrative provisions apply to this award:



Caring for the Land and Serving People

Printed on Recycled Paper



OMB 0596-0217
 Expiration Date: 11/30/2017
 Rev. (12-13)

- A. **LEGAL AUTHORITY.** NCRCD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson Street Suite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org	Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson Street Suite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Alicia Sanchez-Scott Urban & Community Forestry Assistant Program Manager State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Cell: 805-450-8369 Email: alicia.sanchezscott@usda.gov	Kathryn Williams Program Specialist USDA Forest Service State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 980-3927 Email: kathryn.williams2@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NCRCD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

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D. ADVANCES AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advances and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	
FAX: 877-687-4894	
POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

- E. ELECTION OF DE MINIMIS INDIRECT RATE. NCRCD has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as NCRCD chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

- F. PRIOR WRITTEN APPROVAL. NCRCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

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- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs will not be allowed except on a case-by-case basis through WO program approval at the WO level. Regional awards may make that decision at the regional level for awards at that level on a case-by-case basis.
- The end date, or expiration date is **03/15/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

4/9/2024

 LUCAS PATZEK, Executive Director
 Napa County Resource Conservation District

Date

 SHERRY HAZELHURST, Director
 USDA Forest Service, State & Private Forestry,
 Region 5

Date

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER

Digitally signed by JASON BUCKNER
 Date: 2024.04.08 15:00:07 -05'00'

 JASON BUCKNER
 Forest Service Supervisory Grants Management
 Specialist

Date

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ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, NCRCD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to NCRCD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by NCRCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or NCRCD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To NCRCD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A,

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if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

NCRCD shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with NCRCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- G. **NOTIFICATION.** NCRCD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. **USE OF FOREST SERVICE INSIGNIA.** In order for NCRCD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify NCRCD when permission is granted.

- J. **FUNDING EQUIPMENT.** Federal funding under this award is not available for reimbursement of NCRCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

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- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. NCRCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

NCRCD may call on Forest Service's Office of Communication for advice regarding public notices. NCRCD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. NCRCD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. COPYRIGHTING. NCRCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by NCRCD under this award.
- Any right of copyright to which NCRCD purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NCRCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

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the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- O. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. **AWARD CLOSEOUT.** NCRCD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to NCRCD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR

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200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. NCRCD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NCRCD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.
- All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

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V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

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Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

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(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

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- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

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“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal

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awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and

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“coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. NCRCD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions NCRCD will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify NCRCD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. NCRCD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. NCRCD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after NCRCD learns of the conviction.
5. Within 30 calendar days of learning about an employee’s conviction, NCRCD must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or

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rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. NCRCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). NCRCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving

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any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

GG. INVESTING IN AMERICA SIGNAGE. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of \$250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than \$250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in

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America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.

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ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

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highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

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5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

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ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

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to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

ATTACHMENT D: SUPPLEMENTAL PROVISIONS

JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

EXHIBIT B
(GOALS AND SCOPE OF WORK)

UCF Grant Goals, Supported Activities, and Roles:

The table below sets forth the UCF Grant goals, supported activities, roles of NCRCD and Parties, and anticipated allocation of resources across each city's jurisdictional and other mutually agreed upon boundaries. Allocation of resources for planting and stewardship activities are subject to change pending identification of planting and stewardship opportunities, development of site-specific planting and stewardship plans, and contractor availability. The anticipated number of educational and volunteer events in each jurisdictional area are subject to change depending on need, opportunity, or other factors. Some sections (e.g., updating tree planting lists and ordinances) are not relevant to the non-profit organization partners.

Task	NCRCD Role	Partner Role	Anticipated Allocation of Resources
<i>Goal 1: Increasing Healthy Urban Tree Canopy</i>			
1. Develop planting and stewardship plans (identify project sites, maintenance and monitoring protocol)	Lead plan development, with consultant arborist support as needed. Ensure environmental review/permitting needs met based on property owners' direction.	Inform and support plan development (e.g., provide priorities and constraints; share data, long-term maintenance plans, environmental compliance documents, etc.). Inform environmental review/permitting needs.	
2. Implement planting and stewardship plans	Hire and manage crews (planting, maintenance, monitoring). Coordinate with partners.	Inform parameters for crew selection (if needed). Facilitate site access, and long-term maintenance of any tree plantings.	Anticipated allocation of budget for trees, planting supplies, and NCRCD-hired crews to support implementation of planting and stewardship plans across each city's jurisdictional boundaries: - City of American Canyon: \$140,768 - City of Napa: \$552,864 - City of St. Helena: \$140,768

3. Update tree planting lists and ordinances	Hire and oversee consultant(s) to update City's tree planting lists and, if relevant, ordinances. Coordinate with City partners on approval and adoption.	Provide input to Napa RCD and consultant. Approve and adopt updated planting lists and, if relevant, ordinance(s).	Anticipated allocation of consultant support for updating tree planting list and ordinance(s): \$30,000 total to be divided amongst Parties based on need.
<i>Goal 2: Empowering Community-Led Stewardship</i>			
1. Educational events (15 total) and educational resources	Lead planning and delivery of educational programming (workshops, resource development and dissemination, etc.)	Inform educational needs for workshops and educational resources. Support advertisement and dissemination of educational events and educational resources. Facilitate site access for educational events, as needed.	Anticipated allocation of educational events and resources: - Up to 5 educational events per city (i.e., 1 per year) - The number of educational resources will be determined based on educational needs and complexity of resource development. - \$8,500 in consultant budget to develop a StoryMap for the City of Napa
2. Volunteer Events (15 total)	Lead planning and execution of volunteer events.	Support outreach and dissemination of events. Facilitate site access, as needed, and long-term maintenance of plantings.	Anticipated allocation of volunteer events: - 5 volunteer events per city (i.e., 1 per year)
3. Interpretive signs (3 total)	Lead development and installation of interpretive signs.	Inform sign content and placement (as needed). Facilitate site access, as needed.	Anticipated allocation of interpretive signs: - 1 per city
4. Demonstration forest 'gardens' (3 total)	Lead planning (e.g., identification of sites, development of plans) and oversee implementation.	Inform and support plan development, as needed. Facilitate site access, as needed.	
<i>Goal 3: Supporting Current and Future Workforce</i>			

1. Workforce trainings	Lead development and execution of needs assessment. Identify priority trainings and finalize based on partner input. Oversee consultant to develop and execute trainings/resources.	Inform and support needs assessment process. Weigh in on priority trainings and training approach. Facilitate outreach and staff/crew participation in trainings.	
3. Internship program	Explore opportunities and develop internship program. Host interns or facilitate placement of interns.	Participate in interviews with Napa RCD staff, if relevant. Support intern experiences and/or host interns, if relevant.	

EXHIBIT C
(Party Match Contributions)

Party	Match Amount	Match Type
NCRC	\$744,854	Multiple
City of American Canyon	\$30,000 \$30,000	In-kind Cash
City of Napa	\$510,908	State grant
City of Saint Helena	\$100,000	Cash
American Canyon Community & Parks Foundation	\$40,000	In-kind
Napa Valley Vine Trail Coalition	\$105,000	Cash

Inflation Reduction Act (IRA) Urban and Community Forestry (UCF) Grant Narrative and Budget

1. **S&PF PROGRAM or PROJECT** – Inflation Reduction Act Urban and Community Forestry Program
2. **PROJECT TITLE** – Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration
3. **GRANTEE NAME** – Napa County Resource Conservation District
4. **PROJECT COORDINATOR(S)** –

Alison Blodorn
Principal Program Manager, Forest Health
1303 Jefferson St. Suite 500B Napa CA 94559
707-690-3115
alison@naparcd.org

5. **STATEMENT OF NEED/PROBLEM** –

This project seeks to address numerous urban forestry issues present across Cities within Napa County, including a lack of existing planning resources and capacity, inadequate funding to implement and maintain urban forestry initiatives, and inadequate workforce development programming, coupled with increased stress placed on existing urban tree canopy due to drought, extreme heat, and pests. Currently, jurisdictions within Napa County have adopted Urban Forest Management Plans (UFMPs); the City of Napa is in the process of developing a UFMP and no others have plans to do so, given their size and the resources needed to develop a UFMP. As such, none of these jurisdictions have a comprehensive plan in place to drive urban forest management activities. However, numerous area-specific plans (e.g., Clark Ranch Master Plan and Newell Open Space Management Plan), and existing community education and outreach programs (e.g., Acorns to Oaks, the Watershed Explorers Program, Outdoor Connection Learning Center, and Teen Environmental Play Team), will be incorporated in each plan.

Beyond this lack of comprehensive plans, Napa County communities consistently struggle to allocate sufficient funding to urban forestry activities. In recent years, significant resources have been invested to manage wildland spaces to prevent catastrophic wildfires in California, but investment in urban spaces has lagged behind. This disproportionate investment has resulted in inequitable distribution of forest health benefits in Napa County. Napa County displays stark socioeconomic disparities across communities, with lower-income or underserved populations mainly in incorporated Cities. The Napa County census tracts that qualify as disadvantaged per the Climate and Economic Justice Screening tool are all within the City of Napa, and the City of Napa also contains two Opportunity Zones (ID No. 0605520084 and 06055200202). Most of Napa is also considered highly vulnerable, per the Center for Disease Control Socio-vulnerability Index (SVI), with several census tracts exceeding the 85th percentile nationwide. Most census tracts comprising the City of American Canyon are also at or above the 55th percentile SVI, along with roughly half of the City of St. Helena. Per the American Forests Tree Equity Score, American Canyon's score is 57,

while Napa's score is 82, with neighborhoods with low scores generally aligned with disadvantaged community census tracts.

This project aligns with strategies 1.26, 3.13 and 3.15 in California's Forest Action Plan, strategies 1D, 2C, 3B, 3D, 3E, 4A, 4B, 5A, 5B, and 7C in the US Forest Service's Ten-Year Urban and Community Forestry Action Plan, and the Justice40 Initiative.

6. GOALS –

This project will primarily focus on the three most populous cities in Napa County—Napa, American Canyon, and St. Helena—which have a combined 105,809 residents (78% of county population). These cities have limited capacity and resources compared with much of the San Francisco Bay Area, thus this project emphasizes resource and knowledge sharing and the development of shared resources and strategies. This project has three interrelated goals:

- **Goal 1:** Increasing healthy urban tree canopy through the development and implementation of planting and stewardship plans, with a focus on project sites that primarily benefit disadvantaged communities. *This aligns with strategies 3.13 (pg. 39) and 3.15 (pg. 40) in California's Forest Action Plan, and strategies 1D, 2C, 4A, 4B, 5A, and 5B in the Ten-Year Urban and Community Forestry Action Plan.*
- **Goal 2:** Educating and empowering community members to be active urban forest stewards, with a focus on engaging disadvantaged community members. *This aligns with strategies 3.13 (pg. 39) and 3.15 (pg. 40) in California's Forest Action Plan, and strategies 1D, 3B, and 7C in the Ten-Year Urban and Community Forestry Action Plan.*
- **Goal 3:** Advancing workforce development by enhancing the skills of existing municipal staff and facilitating career pathways in urban forestry. *This aligns with strategy 1.26 (pg. 20) in California's Forest Action Plan, and strategies 1D, 3D, 3E, 5A, and 5B in the Ten-Year Urban and Community Forestry Action Plan.*

7. OBJECTIVES/OUTPUTS –

To meet our project goals, the following objectives and outputs will be achieved:

Goal	Objectives	Outputs
Goal 1: Planting & Stewardship	1a. Planning: Collaboratively develop city-specific planting and stewardship plans, including identification of project sites and development of maintenance and monitoring plans	- Urban Forest Management Plan developed for City of Napa - Planting and stewardship plans developed for City of American Canyon and City of St. Helena - Tree planting lists and ordinances updated for each municipality
	1b. Implementation: Successfully implement planting and stewardship plans to increase healthy urban tree canopy in areas that benefit disadvantaged community members	- Planting and stewardship activities completed at project sites (number, size, and species composition of trees to be determined during planning) - Annual monitoring and maintenance activities conducted

Goal 2: Community Education & Engagement	<u>2a. Education Events & Materials:</u> Increase community members' knowledge of urban forests and practical stewardship actions	- 3 educational events held per year - Educational resources developed and disseminated (number and specific content of educational resources to be determined) - 3 interpretive signs designed and installed at project sites
	<u>2b. Volunteer Events:</u> Engage community members in local urban forest stewardship (building personal agency via "learning by doing")	- 3 volunteer events held per year
	<u>2c. Demonstration Forest 'Gardens':</u> Create demonstration 'gardens' that can serve as educational resources and laboratories for best practices	- 3 demonstration 'gardens' planned and implemented - Annual maintenance and monitoring activities conducted
Goal 3: Workforce Development	<u>3a. Needs Assessment:</u> Understand countywide workforce development needs and opportunities, including both near-term workforce training needs to be supported with this grant and longer-term opportunities to expand and support workforce development programming	- Needs assessment developed and conducted - High-priority opportunities to address workforce development needs identified, including topics for workforce development training(s) and resources
	<u>3b. Trainings & Resources:</u> High-priority gaps in municipal workforce capacity and skillsets addressed via the development and implementation of a countywide training curriculum	- Training program and resources for municipal staff and crews developed - Trainings implemented and resources disseminated (number of trainings and to be determined)
	<u>3c. Internship Program:</u> Support career pathways in urban forestry through the development and implementation of a paid internship program.	- Paid internship program developed, including strategy for engaging and supporting students from disadvantaged communities. - Interns hired and placed at Napa RCD or project partners (number and duration of internships to be determined during program development; we anticipate supporting 12 part-time interns)

1. SPECIFIC ACTIVITIES –

Goal 1 - Planting & Stewardship:

The first step toward healthy tree canopy is to develop plans which utilize existing area-specific plans, or in the case of the City of Napa, its in-process UFMP. These plans will identify sites for planting and stewardship activities, prioritizing areas that increase equitable access to healthy green spaces and areas experiencing high levels of climatic and environmental stress (e.g., areas of

drought die-off, presence of pests, etc.). NCRCD has already identified some potential target areas through its re-oaking strategy to be incorporated into plans. In addition, we will utilize a variety of tools to identify and prioritize project sites that primarily benefit disadvantaged communities (DACs), including the [Climate and Economic Justice Screening Tool \(CEJST\)](#), [Urban Tree Canopy in California](#), [Tree Equity Scores](#), [CalEnviroScreen](#), as well as additional data sources that can aid in identifying low-income, vulnerable, and underserved communities. Further, we will also consider project sites that are uniquely poised to increase equitable access to healthy urban tree canopy, such as public parks and community spaces provide both recreation and educational spaces for disadvantaged community members. The number, size, and types of trees planted will be determined in the planning process, with site-specific planting and stewardship plans that take into account site specific constraints, suitability for future disturbances (e.g., drought, extreme heat, flooding, fire), and maintenance needs. Maintenance and monitoring protocols will also be incorporated into the planting and stewardship plans, ensuring establishment of newly planted trees. The plans will incorporate community engagement and input, including leveraging existing parks and recreation focused groups and commissions. We will build out the community engagement and input strategy in collaboration with our project partners at the start of the planning process. We will aim complete the development of plans by the end of 2024, although we may need to do phased planning process such that we identify and implement a subset of high-priority sites before all sites have been identified. Once plans are established, implementation will proceed and include activities such as removing invasive plants and site preparation, planting trees and shrubs, and enhanced maintenance of existing green spaces. While we will primarily focus on planting trees, we may also plant shrubs were appropriate to ensure the overall health, vigor, and survivability of the trees that they are co-planted with. Maintenance and monitoring will be conducted annually at project sites.

NCRCD will serve as project manager and technical resource, and will oversee coordination with project partners (i.e. City of American Canyon, City of Napa, City of St. Helena, American Canyon Community and Parks Foundation, Napa Valley Vine Trail Coalition), planning and community input processes, contracting outside resources, and crew supervision. A consulting arborist (to be identified) will advise the technical aspects of planning and implementation and review and update municipal tree planting lists and ordinances. Temporary crews, including those from workforce development programs such as Conservation Corps North Bay or Circuit Rider Community Services will be hired to support implementation, maintenance, and monitoring.

Goal 2 - Community Education & Engagement:

Our aim is to increase community members' knowledge of urban forests and foster stewardship in yards and neighborhoods through educational events, resources, and demonstration gardens. Events will be in one of two categories: passive or active. Passive events include workshops, field days, and walk-and-talks to educate community members about the principles of urban forestry and local ecology, and model practical actions to steward our forests and green spaces. Active events are about volunteers learning by doing and developing a sense of personal agency, ownership of, and connection to nature in their communal "backyard." NCRCD has years of experience operating volunteer events in this context, and has established protocols, active volunteer lists, and tools to support this activity. NCRCD will develop and host a minimum of six events (three passive, three active) per year.

Educational resources will be developed to support community members, including guides about plant selection, planting, and maintenance (e.g., tree establishment, tree care). This will include illustrative site plans and recommended project plant lists. Educational resources will be distributed by NCRCD as well as municipalities and other local partners (e.g., American Canyon Community and Parks Foundation, UC Master Gardeners). NCRCD will acknowledge the Forest Service support in any publications, audiovisuals, and electronic media developed as deliverables of the awarded project. The USDA and Forest Service logo will be placed on all materials.

Additionally, three “demonstration forest ‘gardens’” will be implemented in disadvantaged communities featuring drought tolerant, low water-use, primarily native plants, and using holistic water-use efficiency and storm water best management practices. While we will focus primarily on tree planting, native shrubs and other understory vegetation may be planted where appropriate to demonstrate the components of healthy urban forested ecosystems and to ensure the overall health, vigor, and survivability of the trees being planted. Demonstration ‘gardens’ will serve as educational resources and laboratories for best practices. Although the project sites will be identified during the planning process, we anticipate that the demonstration ‘gardens’ will be established primarily on private properties (e.g., homes, apartment complexes) in disadvantaged neighborhoods with low tree equity scores. To ensure community benefit, in some cases the educational value will be derived from video stories or other digital media products. In other cases, the gardens will serve as the location for educational events, informational displays, and interpretive signs. The site-specific plans developed for the demonstration gardens will include maintenance and monitoring protocols. For any private properties that we conduct work on, we will establish right of entry agreements to support the implementation of planting, maintenance and monitoring, and educational activities, and we will establish agreements regarding landowner/land manager responsibility regarding long-term maintenance requirements to ensure long-term survival of plantings. The right of entry agreements will include a statement that releases the federal government from any liability associated with work completed on private property.

The reach and effectiveness of the educational events will be gauged by tracking demographics of event participants (wherever feasible) and with pre-post measures to demonstrate concepts learned and refine future outreach strategy and educational content development. NCRCD will develop education and engagement strategies, conduct outreach, coordinate events, develop and disseminate resources, and oversee planning and implementation of demonstration gardens. A consulting arborist (yet to be identified) and other specialized consultants as needed will advise on the content and design of educational events, resources, and demonstration gardens. Spanish language interpretation and translation will be provided. Temporary crews, including those from workforce development programs such as Conservation Corps North Bay or Circuit Rider Community Services will be hired for implementation, maintenance, and monitoring.

Goal 3 - Workforce Development & Capacity Building:

There is a need to improve the knowledge and skills of current municipal staff managing urban forests and to prepare jobseekers for opportunities doing related work. We will take a three-prong approach to achieve this aim: 1) a countywide needs assessment; 2) establishment of a training program for municipal staff and crews; and 3) a paid internship program.

A survey and interview-based needs assessment will be developed and conducted to understand countywide workforce development needs and opportunities. The process will explore gaps in municipal workforce capacity and skills, best methods for augmenting limited municipality capacity (e.g., seasonal crews), existing municipal training programs available and gaps in content areas, how colleges and local partners are supporting career pathways in urban forestry, and other related issues. A near-term outcome will be the identification of high-priority opportunities to address workforce development needs, including topics for workforce development training(s) and resources. A long-term outcome will be the identification of opportunities to expand workforce development programming, informing future fund and partnership development.

Informed by the needs assessment, a countywide training curriculum will be developed in both English and Spanish, including written guides and resources, to address gaps in municipal workforce capacity and skillsets. One or more specialized consultants will be utilized to support both the development of the training(s) and resources. The effectiveness of the training(s) will be gauged with pre-post measures to demonstrate concepts learned and refine the program.

Lastly, a paid internship program will be developed and implemented to support urban and community forestry projects. We will work with local high schools, colleges (e.g., Napa Valley College and Pacific Union College) and partners to refine the goals and process for engaging students. This will establish the ideal methods to facilitate career pathways, an equity-centered outreach strategy, considerations for placement and internship duration, and other related issues. With this grounding, interns will be hired and placed with either NCRCD or project partners (i.e. City of American Canyon, City of Napa, City of St. Helena, American Canyon Community and Parks Foundation, Napa Valley Vine Trail Coalition) to support activities such as volunteer event planning and coordination, education resource development, and education event planning and facilitation, and effectiveness monitoring.

NCRCD will develop and implement the needs assessment, engage consultants (to be identified) and support the training curriculum design and delivery of trainings, and manage the development and delivery of the internship program. One or more consultants will be brought on to lead workforce trainings and resource development. Spanish language interpretation and translation will be provided.

Goal	Activity	Y1	Y2	Y3	Y4	Y5
Goal 1: Planting & Stewardship	1a. Planning					
	1b. Implementation					
Goal 2: Community Education & Engagement	2a. Education Events & Materials					
	2b. Volunteer Events					
	2c. Demonstration Gardens					
Goal 3: Workforce Development	3a. Needs Assessment					
	3b. Trainings & Resources					
	3c. Internship Program					

2. KEY PERSONNEL –

The following are key personnel employed by NCRCD involved in accomplishing project objectives:

- **Alison Blodorn (Program Manager, Forest Health):** NCRCD Forest Health Program Manager since 2022; 15 years of experience managing collaborative projects and grants; expertise in social science research methods, program evaluation, and diversity, equity, and inclusion.
- **Lucas Patzek (Executive Director):** NCRCD Executive Director since 2018; former Associate Executive Director at Ag Innovations and former Senior Program Manager of Energy Efficiency Programs at PG&E; Ph.D. in Crop Science.
- **To Be Hired (Conservation Project Manager):** NCRCD lead for conservation planning.
- **Danielle Ashton (Project Coordinator):** NCRCD staff working across Community Engagement and Forest Health programs; former Naturalist and Seasonal Interpretive Ranger; B.A. in Anthropology.
- **Ashley Kvitek (Project Manager):** NCRCD lead for Community Engagement program; former youth and adult education Program Manager and Communications and Outreach Coordinator; Masters in Environmental Education.

The following are key partner organizations involved in accomplishing project objectives:

- **City of American Canyon:** City Manager and Parks and Recreation Director will be the lead contributors, drawing on other key personnel as needed to support the project activities. Relevant existing collaborations between NCRCD and the City of American Canyon include planting events and community education.
- **City of Napa:** Director of Parks and Recreation and Parks and Urban Forestry Manager will be the lead contributors, drawing on key personnel as needed to support the project activities. Relevant existing collaborations between NCRCD and the City of Napa include volunteer planting and stewardship events and community education.
- **City of St. Helena:** City Manager and Parks and Recreation Director will be the lead contributors, drawing on other key personnel as needed to support the project activities. Relevant existing collaborations between NCRCD and the City of St. Helena include volunteer planting and stewardship events on City-owned property, the home of the future St. Helena Community Forest.
- **American Canyon Community and Parks Foundation (ACCPF):** Executive Director, Community Program Director and Education Program Director will be the lead contributors. Relevant existing collaborations between NCRCD and the ACCPF include the development and implementation of youth and community engagement and education.
- **Napa Valley Vine Trail Coalition (NVVTC):** Executive Director and Maintenance Chair will be the lead contributors. Relevant existing collaborations between NCRCD and the NVVTC include volunteer planting and stewardship events.

3. RESPONSIBILITIES –

There are no special responsibilities of the Forest Service or others.

4. MONITORING & EVALUATION –

As a part of the planning process, we will develop maintenance and monitoring protocols. We anticipate that we will conduct annual maintenance and monitoring to assess survival rates and the overall health and vigor of plantings. NCRCD staff will maintain maps of all project sites, and track number of trees planted/maintained as well as number of acres implemented. The reach and effectiveness of the community engagement and education activities will be gauged by tracking

demographics of event participants (wherever feasible) and with pre-post measures (wherever feasible) to demonstrate concepts learned and refine future outreach strategy and educational content development. Similarly, the effectiveness of workforce development training(s) will be gauged with pre-post measures to demonstrate concepts learned and refine the program. The specific pre-post measures utilized will depend on the specifics of the training curriculum developed, with the goal of demonstrating learning of the concepts covered in the training(s).

As required for this program, we will complete financial and progress reporting semi-annually.

5. BUDGET –

Personnel & Fringe Benefits. The budget includes personnel expenses and fringe costs for NCRCD staff that will carry out the proposed project:

- **Lucas Patzek, Executive Director (2% FTE).** Lucas will support project administration, partner and public relations, direction, and staff oversight.
- **Ali Blodorn, Program Manager, Forest Health (4% FTE).** Ali will manage the project, leading partner coordination, overseeing project budget and timeline, management of project staff and contractors, and project reporting and invoicing.
- **To Be Hired, Conservation Project Manager (19% FTE) & Danielle Ashton, Project Coordinator (19% FTE).** TBH and Danielle will provide technical support to urban and community forestry planning and implementation projects, lead development of educational materials, support delivery of education and workforce development events, support community partner coordination, and intern oversight.
- **Ashley Kvitek, Community Engagement Project Manager (10% FTE).** Ashley will support outreach, development of outreach and educational materials, planning and coordination of community education and engagement events, and intern oversight.
- **Interns.** The budget includes 2,880 intern hours over 4 years. While the exact number of interns and durations of their positions will be determined during the internship program development process, we anticipate that we will support 12 part-time interns (e.g., 10 hours/week for a 24-week position) over 4 years.
- **Fringe Cost.**
 - Fringe NCRCD staff is based on an expected benefit rate of 33%.
 - Fringe for NCRCD interns only includes workers' compensation insurance.

Travel. The budget includes **\$7,795** to support travel to planting and stewardship project sites, education events, workforce development events, and partner meetings. This will support approximately 11,900 miles over 5 years at the current GSA rate of 65.5 cents per mile.

Supplies. The budget includes a variety of expenses to support the execution of project activities:

- **\$108,000** for trees and planting supplies (e.g., cages, stakes). This assumes roughly 5,400 plants at \$10 per one-gallon potted plant (roughly \$54,000 total) and \$10 in planting supplies per plant (roughly \$54,000 total). We will also plant from seed where appropriate, as many native species such as oak are best sowed directly into the ground; in these cases, costs are lower. This budget will support planting activities, including the implementation of planting and stewardship plans (Goal 1), volunteer planting events (Goal 2), and demonstration gardens (Goal 2).

- **\$4,000** for signage at project sites (to recognize the project, partners, and funding source). This assumes roughly 20 signs at \$200 per sign. This will support signage at 17 project sites from Goal 1 (i.e., implementation of planting and stewardship plans) and 3 demonstration gardens from Goal 2 (i.e., demonstration gardens). The final number of project sites will be determined during the planning phase, and will depend on the scale and complexity of the planting and stewardship activities at each planting site.
- **\$18,000** for interpretive signs at publicly accessible project sites. This assumes 3 signs will be designed, fabricated, and installed at \$6,000 per sign, in support of Goal 2 (i.e., community education).

Contractual. The requested budget includes a variety of contractual expenses to support the execution of project activities, including:

- **\$726,400** for contracted vegetation management crews to support planting, maintenance, and monitoring activities, augmenting existing municipality capacity. This assumes approximately 81 weeks of a 6-person crew (e.g., Conservation Crops North Bay, Circuit Riders Community Services) over 4 years at \$9,000 per week. This budget will support implementation of planting and stewardship plans (Goal 1), support for volunteer planting and stewardship events as needed (e.g., site prep, maintenance, monitoring; Goal 2), and implementation support for demonstration gardens (Goal 2).
- **\$30,000** for consulting arborist(s) to advise on planting and stewardship plans and education resource content. This includes:
 - Approximately 60 hours at \$200 per hour to advise on planting and stewardship plan development (Goal 1), to be divided equitably across municipalities.
 - Approximately 90 hours at \$200 per hour to support the development of educational resources and planting and stewardship plan development for the demonstration gardens (Goal 2).
- **\$22,500** for a consultant to review and update tree planting lists and ordinances for each municipality. This assumes a cost of \$7,500 per municipality, based on a quote provided to the City of Napa by Davey Resource Group.
- **\$40,000** for consultant(s) to lead workforce development training(s) and the development training materials (Goal 3), assuming approximately 200 hours at \$200 per hour. Will support the development of curriculum for training(s), execution of trainings, and development of training materials. The focus of the training(s) and identification of appropriate consultant(s) to lead the training(s) will be informed by the needs assessment process.
- **\$8,500** for a consultant to support Story Map development for City of Napa. This will supplement community education and engagement related to the City of Napa's Urban Forest Management plan funded by Cal Fire. The cost is based on a quote provided to the City of Napa by Davey Resource Group.
- **\$16,925** for consultant(s) support translation. This budget will support translations of community outreach and educational materials, workforce development training resources, and interpretation at community events and workforce development trainings. This assumes approximately 90 hours of translations at \$55 per hour and interpretation for 12 events at \$1,000 per event.

- **\$8,000** for consultant(s) to support graphic design and multi-media storytelling material development. This assumes approximately 40 hours at \$200 per hour. This budget will support the development of community educational materials (e.g., tree planting and care guides; Goal 2), storytelling materials (e.g., videos stories and other digital media products; Goals 1 & 2), signs (Goals 1 & 2), and workforce development training materials (Goal 3).

Other.

- **\$4,000** in printing costs related to community outreach and educational materials (e.g., pamphlets, guidebooks, etc.; Goal 2) and workforce development training materials (Goal 3).
- **\$8,000** in advertising supporting outreach (e.g., social media ads, radio ads, print ads, bill inserts) related to community engagement and education (Goal 2).
- **\$768** to support a Survey Monkey subscription for conducting the work force development needs assessment (Goal 3) and soliciting community feedback as a part of community engagement and education activities (Goal 2). This assumes a cost of \$384 per year for 2 years.
- **\$1,560,762** in non-federal match has been committed to this project:
 - **\$810,188** in State grant funding, including:
 - \$50,000 awarded to NCRCD from the Department of Conservation for the Regional Forest and Fire Capacity grant.
 - \$249,280 awarded to NCRCD from CAL FIRE for the “Napa City Community Wildfire Protection and Capacity Planning” project.
 - \$510,908 awarded to the City of Napa from CAL FIRE for the City of Napa Urban Forest Management Plan.
 - **\$750,574** in Other Sources of funding, including:
 - \$100,000 in private grant funding awarded to Napa RCD from the Napa Valley Vintners Healthy Community Fund for the “Fire Road Fuel Breaks & Forest Health in Napa County” project.
 - \$50,000 in private donations to NCRCD’s Forest Health program.
 - \$250,000 in funding from the County of Napa to support re-oaking through a Joint Powers Agreement in place between NCRCD and the County.
 - \$30,000 in funding awarded to NCRCD from the County of Napa Agriculture Commissioner’s Office to support invasive plant management and education.
 - \$15,574 of NCRCD in-kind contributions. This assumes 520 volunteer hours at the average California volunteer rate of \$29.95 per hour.
 - \$60,000 from City of American Canyon, which includes \$30,000 in General Fund cash \$30,000 and in-kind contributions.
 - \$100,000 cash match from City of St. Helena.
 - \$40,000 in-kind contributions from American Canyon Community and Parks Foundation (ACCPF).
 - \$105,000 cash match from Napa Valley Vine Trail Coalition (NVVTC).

Indirect Costs. The requested budget includes a de minimis indirect rate of 10 percent of modified direct total costs (\$141,887).

	Federal \$	Match \$	Total

		State*	Other*	
Personnel	\$330,595			\$330,595
Fringe Benefits	\$85,391			\$85,391
Travel	\$7,795			\$7,795
Equipment	\$0			\$0
Supplies				\$0
Trees & Planting Supplies	\$108,000			\$108,000
Signs at Project Sites	\$4,000			\$4,000
Interpretive signs	\$18,000			\$18,000
Contractual				\$0
Crews	\$726,400			\$726,400
Arborists	\$30,000			\$30,000
Planting List Updates	\$22,500			\$22,500
Workforce Development Trainings & Resources	\$40,000			\$40,000
Story Map (City of Napa)	\$8,500			\$8,500
Translations	\$16,925			\$16,925
Graphic Design & Multi-Media Storytelling	\$8,000			\$8,000
Other				\$0
Printing	\$4,000			\$4,000
Advertising	\$8,000			\$8,000
Survey Subscription	\$768			\$768
Department of Conservation - Regional Forest and Fire Capacity grant (NCRCD)		\$50,000		
CAL FIRE - "Napa City Community Wildfire Protection and Capacity Planning" project (NCRCD)		\$249,280		
CAL FIRE - City of Napa Urban Forest Management Plan (City of Napa)		510,908		
Napa Valley Vintners Healthy Community Fund - "Fire Road Fuel Breaks & Forest Health in Napa County" project (NCRCD)			\$100,000	
Private donations (NCRCD)			\$50,000	
Napa County - Joint Powers Agreement (NCRCD)			\$250,000	
Napa County - Agriculture Commissioner's Office (NCRCD)			\$30,000	
In-kind contributions (NCRCD)			\$15,574	
In-kind contributions & Cash (City of American Canyon)			\$60,000	
Cash (City of St. Helena)			\$100,000	
In-kind contributions (ACCPF)			\$40,000	
Cash (NVVTC)			\$105,000	
Total Direct Costs:	\$1,418,874	\$810,188	\$750,574	\$2,979,636
Indirect Cost:	\$141,887			
Total Project Cost:	\$1,560,761	\$1,560,762		\$3,121,523

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11052021-230
Between
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
And The
USDA, FOREST SERVICE
REGION 5
STATE & PRIVATE FORESTRY

Project Title: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration

Upon execution of this document, an award to Napa County Resource Conservation District, hereinafter referred to as “NCRCD,” in the amount of **\$1,560,761.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 IRA Urban & Community Forestry. Napa County Resource Conservation District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 31, 2024, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

As addressed in Provision E and F, the financial status and performance reports are due on a semi-annual basis for the periods ending June 30 and December 31. The final performance report is to be submitted no later than 120 days from the expiration date of the grant. The first reports will be due July 30, 2024, for the period ending June 30, 2024.

Send the financial status reports to Kathryn Williams at the address on page 2, and the performance reports to Alicia Sanchez-Scott at the address on page 2 of this award and as shown in the narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at (707) 980-3927.

The following administrative provisions apply to this award:



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OMB 0596-0217
 Expiration Date: 11/30/2017
 Rev. (12-13)

- A. **LEGAL AUTHORITY.** NCRCD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson Street Suite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org	Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson Street Suite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Alicia Sanchez-Scott Urban & Community Forestry Assistant Program Manager State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Cell: 805-450-8369 Email: alicia.sanchezscott@usda.gov	Kathryn Williams Program Specialist USDA Forest Service State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 980-3927 Email: kathryn.williams2@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NCRCD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

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D. ADVANCES AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advances and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	
FAX: 877-687-4894	
POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

E. ELECTION OF DE MINIMIS INDIRECT RATE. NCRCD has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as NCRCD chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

F. PRIOR WRITTEN APPROVAL. NCRCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

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- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs will not be allowed except on a case-by-case basis through WO program approval at the WO level. Regional awards may make that decision at the regional level for awards at that level on a case-by-case basis.
- The end date, or expiration date is **03/15/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



4/9/2024

LUCAS PATZEK, Executive Director
Napa County Resource Conservation District

Date

SHERRY HAZELHURST

Digitally signed by SHERRY HAZELHURST
Date: 2024.04.17 09:23:28 -07'00'

SHERRY HAZELHURST, Director
USDA Forest Service, State & Private Forestry,
Region 5

Date

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER

Digitally signed by JASON BUCKNER
Date: 2024.04.08 15:00:07 -05'00'

JASON BUCKNER
Forest Service Supervisory Grants Management
Specialist

Date

Award Number: 24-DG-11052021-230

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, NCRCD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to NCRCD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by NCRCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or NCRCD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To NCRCD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A,

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if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

NCRCD shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with NCRCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- G. **NOTIFICATION.** NCRCD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. **USE OF FOREST SERVICE INSIGNIA.** In order for NCRCD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify NCRCD when permission is granted.

- J. **FUNDING EQUIPMENT.** Federal funding under this award is not available for reimbursement of NCRCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

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- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. NCRCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

NCRCD may call on Forest Service's Office of Communication for advice regarding public notices. NCRCD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. NCRCD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. COPYRIGHTING. NCRCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by NCRCD under this award.
- Any right of copyright to which NCRCD purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NCRCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

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the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- O. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. **AWARD CLOSEOUT.** NCRCD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to NCRCD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR

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200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. NCRCD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NCRCD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.
- All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

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V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

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Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

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(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

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- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

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“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal

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awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and

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“coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. NCRCD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions NCRCD will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify NCRCD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. NCRCD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. NCRCD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after NCRCD learns of the conviction.
5. Within 30 calendar days of learning about an employee’s conviction, NCRCD must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or

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rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. NCRCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). NCRCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving

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any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

GG. INVESTING IN AMERICA SIGNAGE. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of \$250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than \$250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in

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America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.

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ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

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highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

Award Number: 24-DG-11052021-230

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

Award Number: 24-DG-11052021-230

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

Award Number: 24-DG-11052021-230

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

ATTACHMENT D: SUPPLEMENTAL PROVISIONS

JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 12, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	Receive report for FY 2024/2025 City of St. Helena Water Supply Update and Projected Water Demand.
RECOMMENDED ACTION:	Receive and File.
PREVIOUS COUNCIL ACTION:	June 23, 2020, Council adoption of Resolution 2020-72 declaring Phase I Water Emergency. October 27, 2020, Council adoption of Resolution 2020-107 declaring Phase II Water Emergency. February 14, 2023, Council adoption of Resolution 2023-16 memorialized the end of the Phase II Water Emergency declared by staff and effective December 2021. July 1, 2023, Council adoption of Resolution declaring the end of the Phase I Water Emergency retroactively.
STATEMENT OF THE PURPOSE:	To provide data for current water supply and projected water demand.
FINANCIAL IMPACT:	None.

BACKGROUND:

At the February 14, 2023 City Council meeting, a report was presented and discussion ensued related to formally terminating the Phase II Water Emergency via resolution since it had been declared as such in November 2021 and implemented in December 2021. The report detailed the criteria required to both declare and terminate a Water Emergency, most notably that the analysis was to be performed "after the end of the fiscal year" based upon the St. Helena Municipal Code Section 13.04.010.

DISCUSSION:

It should be noted that the 2011 Safe Yield volume of 1,950 AFY includes a 200 AFY increase in the available water supply from the City of Napa (i.e. increase from 400 AFY to 600 AFY with an option to request an additional 200 AFY). The increase in City of Napa water was memorialized by Amendment No. 3 to the Water Supply Agreement between the City of Napa and the City of St. Helena via Resolution No. 2011-82 adopted on November 8, 2011.

As noted in the February 14, 2023 report, Tables 1, 2, and 3 below are the criteria utilized to determine whether the declaration of a Water Emergency is warranted.

Table 1 - Bell Canyon Reservoir Capacity

Month	2021	2022	2023	2024	2025
Nov	73.5%	61.7%	84.0%	100%	
Dec	100%	100%	84.1%	100%	
May	42.0%	82.3%	98.9%	98.2%	96.4%

Attachment 1, page 5 depicts the 17-year trend for Bell Canyon capacity. It is essential to note that was only one other time (Dec 2022 to May 2023) where the reservoir was 100% full in December and then over 90% full in May. This dynamic also occurred in December 2024 where the reservoir was 100% full and then in May 2025 where the reservoir was 96.4% full. Additionally, it should be noted that the reservoir has been above 95% capacity in May only 5 times (2006, 2016, 2023, 2024 and 2025).

Table 2 - Water Production Trend (Bell Canyon, Napa Intertie and Stonebridge Wells)

Values in Acre-Feet, including through June 2025 for FY2024-25, as reported in a separate report on this agenda.

Source	2021-22	2022-23	2023-24	2024-25
Bell Canyon	379	401	264	298
Napa Water	393	562	598	541
Stonebridge Wells	466	283	554	321
Totals	1,238	1,246	1,416	1,159

Attachment 1, pages 3 and 4 depict the 14-year trend for **system water production** between the three sources.

Table 3 - Water Demand Trend (i.e. Water Billed)

Values in Acre-Feet, including through June 2025 for FY2024-25, as reported in a separate report on this agenda.

	2021-22	2022-23	2023-24	2024-25
Water Customers Demand	1,032	976	1,032	988
Percent Loss (Audit)	15%	15%	15%	15%
Water Demand	1,214	1,148	1,214	1,950

Attachment 1, page 2 depicts the 14-year trend for **total water demand**.

Attachment 1, page 6, the projected available supply in Bell Canyon Reservoir is approximately 1,752AF in June 2026, significantly above the 1,431AF threshold for declaration of a Phase I Water Emergency.

It should be noted that the Water/Wastewater Advisory Committee recently heard a DRAFT report/presentation on the updated Safe Yield Analysis (i.e. at the July 10, 2025 meeting, [Water and Wastewater Advisory Committee - 10 Jul 2025 - Agenda - Html](#)), which will be brought before the Council for review/adoption in late Summer 2025.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Presentation COSH Water Update FY24.25](#)



City of St. Helena Water Update Attachment 1

By: Joe Leach, PE
Director of Public Works

Public Works Department

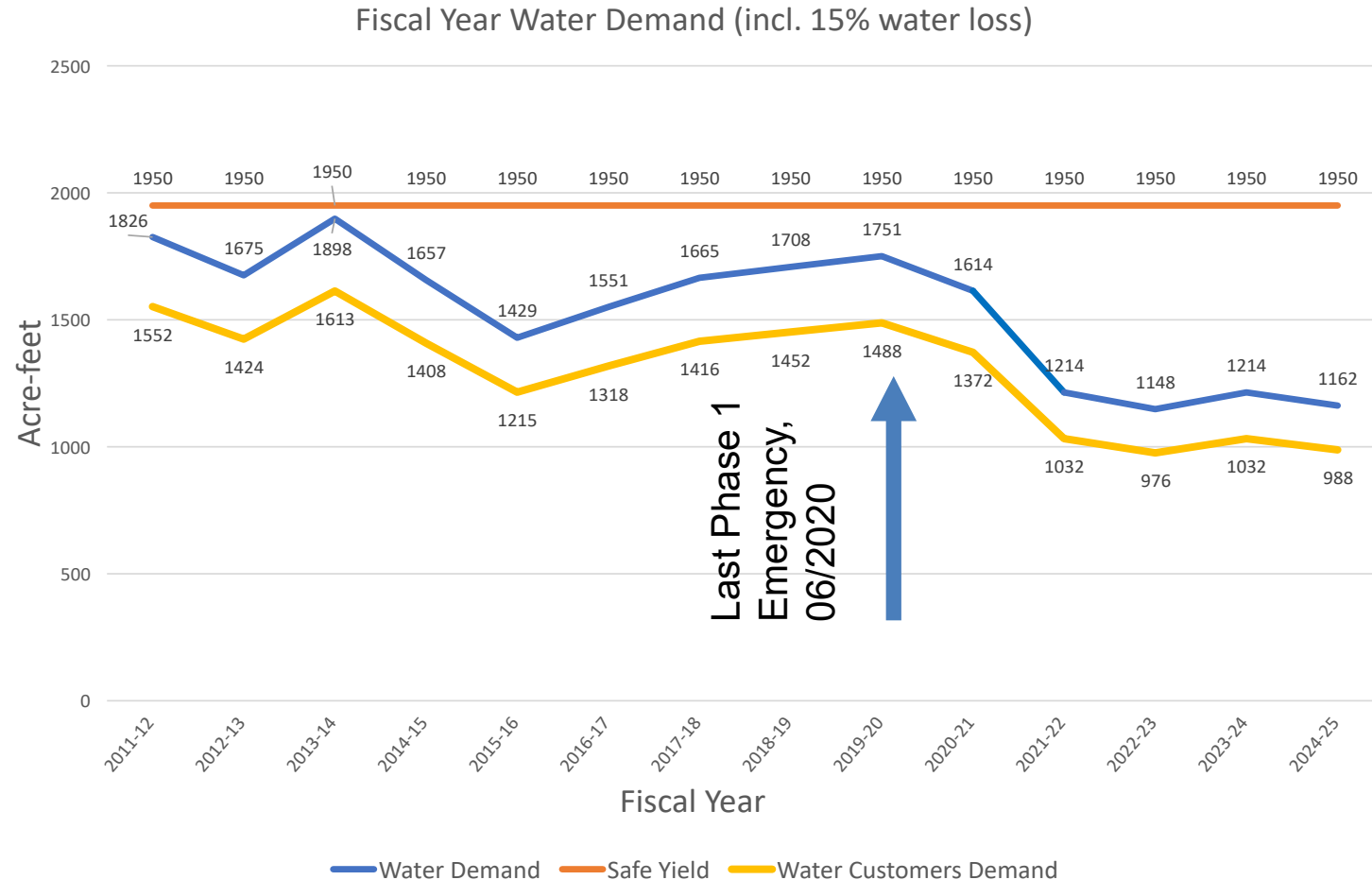
August 12, 2025

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City of St. Helena Water Update

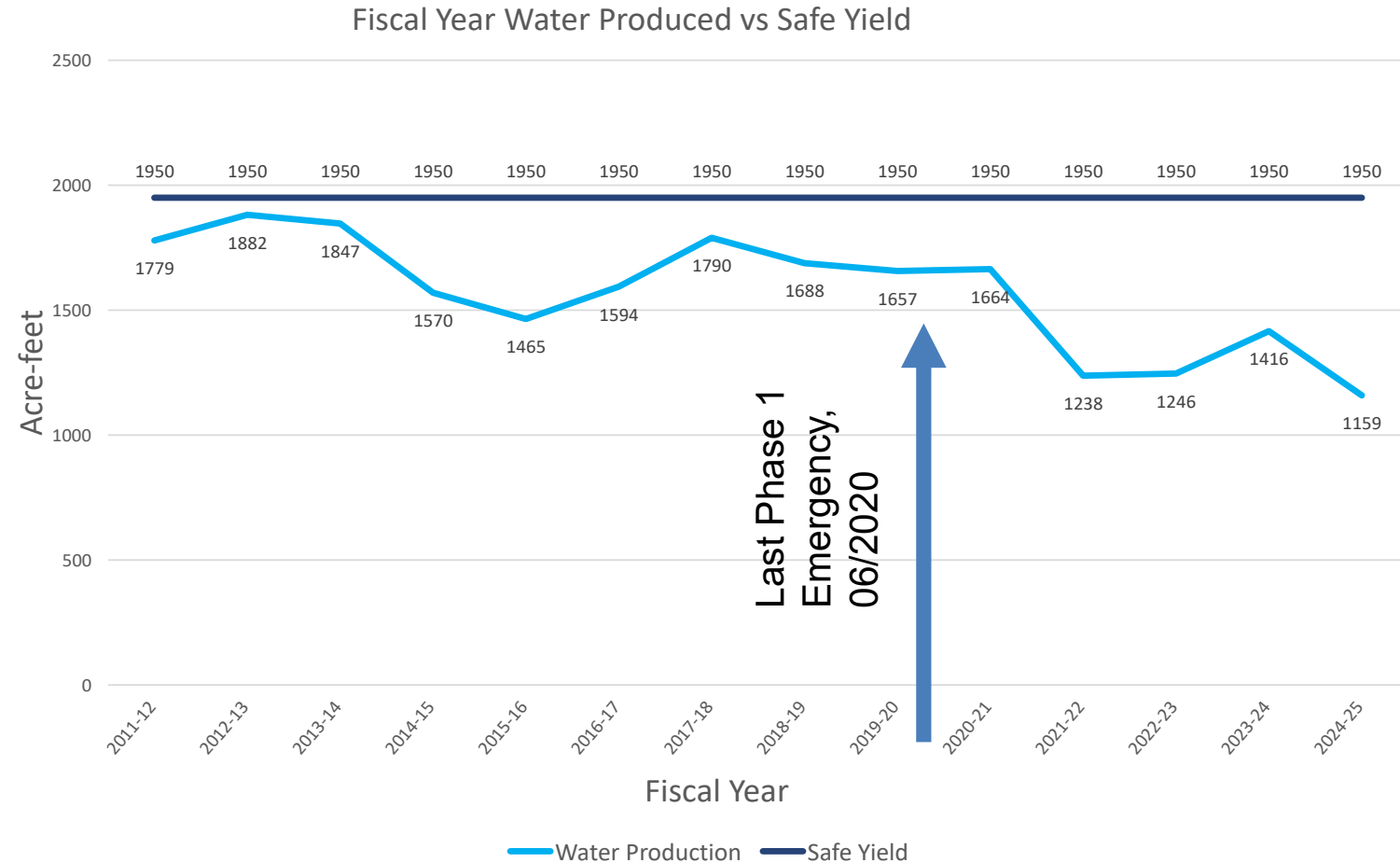
- Fiscal Year water demand incl. 15% “system loss”
- FY2024-25 data complete through June 30, 2025
- Safe Yield (per 2011 study) 1,950AF





City of St. Helena Water Update

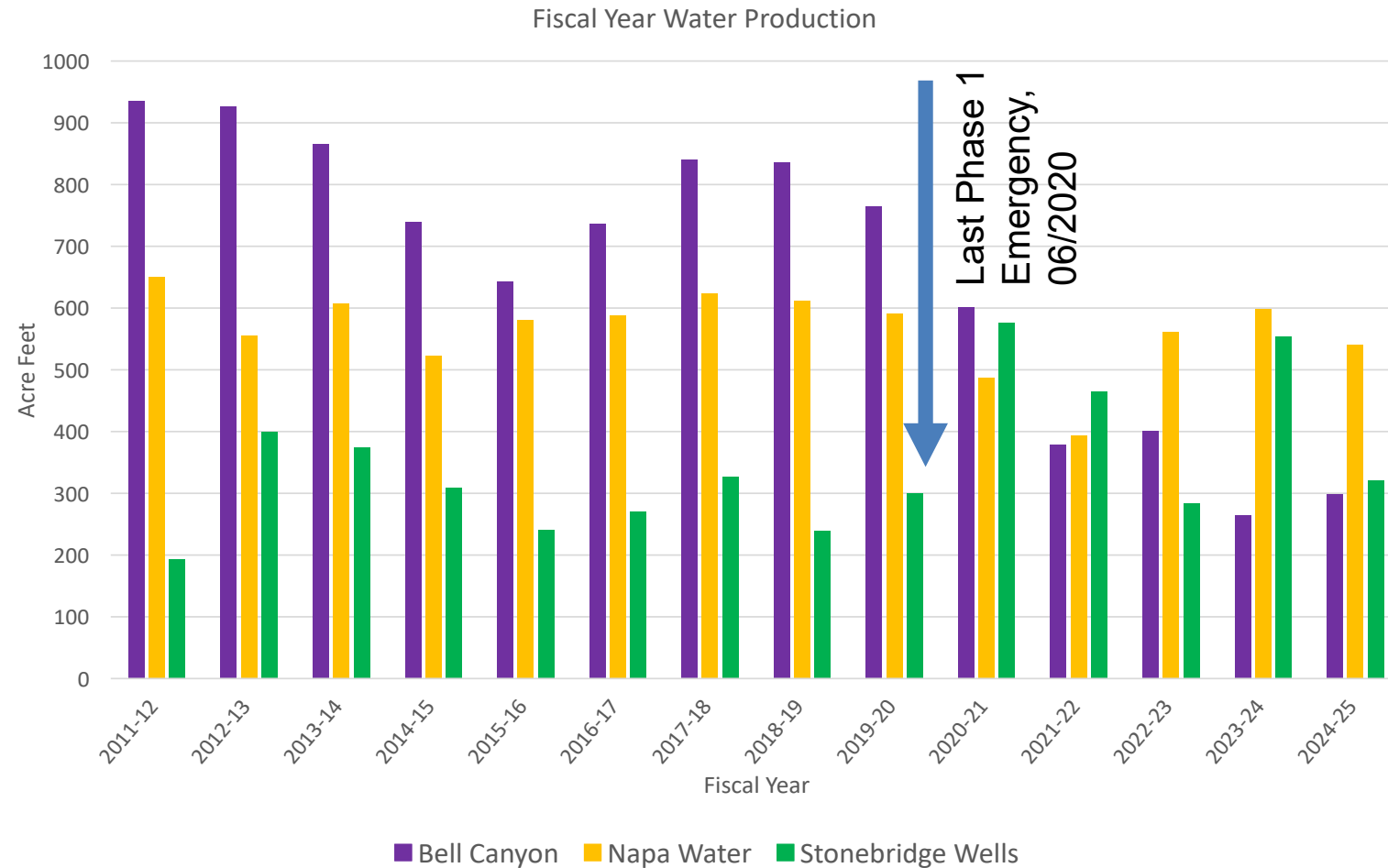
- Fiscal Year water production
- FY2024-25 data complete through June 30, 2025





City of St. Helena Water Update

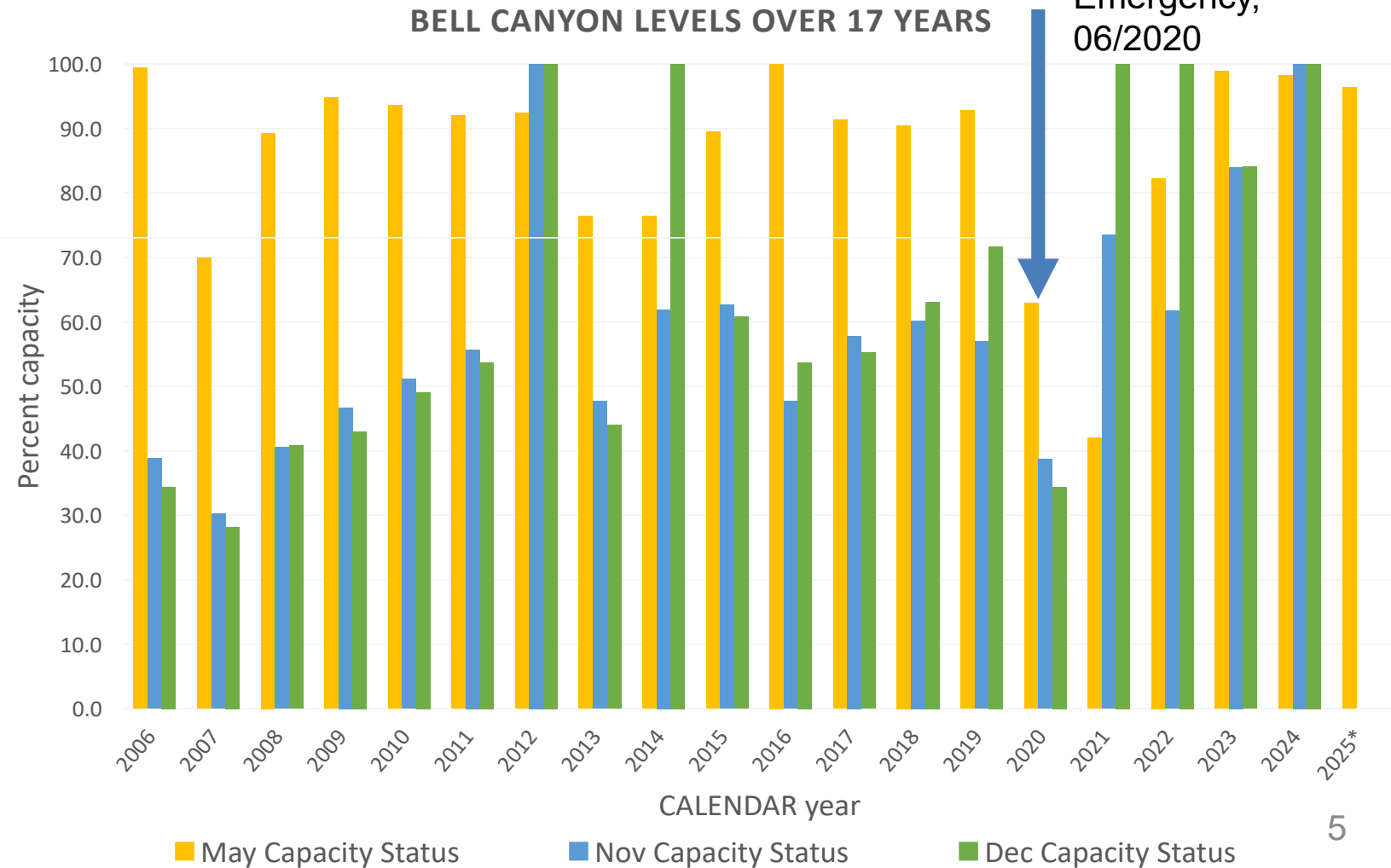
- Combined Water Source Production since FY 2011-12
- FY2024-25 data complete through June 30, 2025





City of St. Helena Water Update

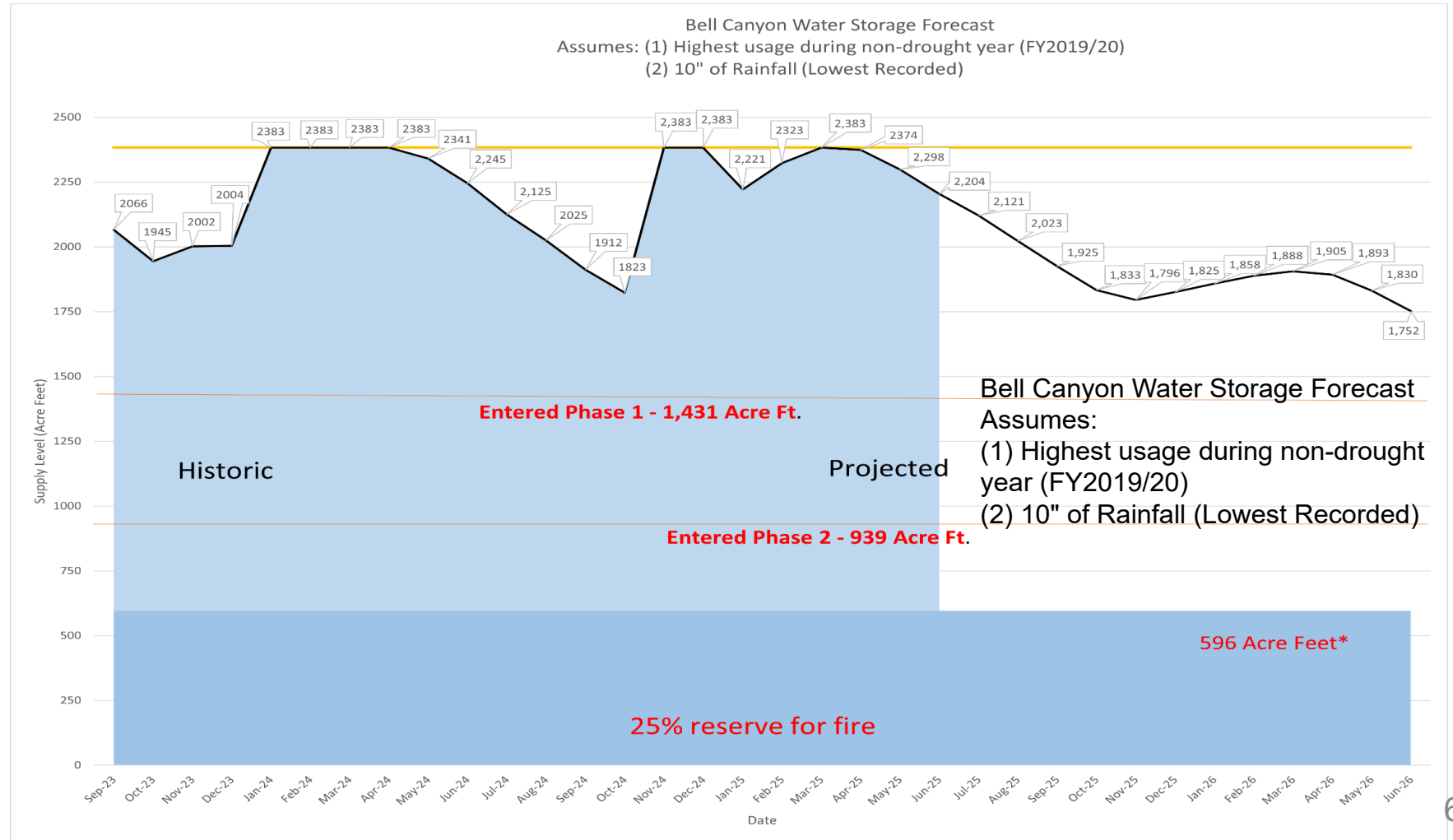
- Bell Canyon Capacity in May, November and December since 2006
- FY2024-25 data complete through June 30, 2025





City of St. Helena Water Update

- Bell Canyon Reservoir Monthly storage
- Projected sufficient supply (1,752AF) beyond June 2026





City of St. Helena Water Update

- Prior to 2007 no City of Napa water was available.
- Post 2011, the City has an annual allocation of 600 acre-feet from the City of Napa with the option to purchase an additional 200 acre-feet per year.
- The 2011 Safe Yield Report assumes limiting the Stonebridge Wells long term average of 450 acre-feet per year. Well usage has been averaging approximately 439 acre-feet/year for the last 5 fiscal years.
- Despite significant staff turnover during the last several years, Water Operations staff continues to equitably balance the supplies.
- Bell Canyon has a projected available capacity of 1,752 acre-feet in June 2026, well above the 1,431 acre-foot level when the Phase I Water Emergency was declared in June 2020.
- It is important to note that the City relies on total water volume availability from all water sources and not just water levels at Bell Canyon to meet system demand.



City of St. Helena Water Update

Director of Public Works Recommendations:

- Continue to conserve Bell Canyon Reservoir water by minimizing water treatment operations at Louis Stralla and utilizing Stonebridge Wells and City of Napa water allocation, adhere to recommendations adopted in the 2011 Safe Yield Report and continue to provide monthly updates to City Council.
- Alert City Council of any changes to the City's water supply and/or drought restrictions that may be set by the State that would impact the City of St. Helena water customers.
- Anticipate presentation of the updated Safe Yield Analysis at a Council meeting before the end of calendar year 2025.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 12, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Adoption of a resolution authorizing the City Manager to enter into an agreement with Upper Valley Disposal for Sludge Hauling Services from the Wastewater Treatment Plant.
RECOMMENDED ACTION:	Staff recommends that the City Council authorize the City Manager to execute and agreement authorize payment of sludge hauling services provided by Upper Valley Disposal related to the operation of the newly commissioned Membrane Bioreactor (MBR) facility at the City's Wastewater Treatment Plant, in an amount not to exceed \$100,000 annually.
PREVIOUS COUNCIL ACTION:	The City entered into a Joint Powers Agreement with Upper Valley Waste Management Authority in 1992, who negotiated the current franchise waste agreement Upper Valley Disposal Service in 2020.
STATEMENT OF THE PURPOSE:	To authorize payment to Upper Valley Disposal, the City's franchised waste hauler, for the hauling and disposal of sludge byproduct generated by the new Membrane Bioreactor (MBR) facility at the Wastewater Treatment Plant, in an amount not to exceed \$100,000 annually.
FINANCIAL IMPACT:	The estimated annual cost of up to \$100,000 for sludge hauling services will be funded through the Wastewater Enterprise Fund and is reflected in the FY 2025-26 & FY2025-27 budget. Staff will monitor actual costs and usage to refine future budget estimates.

BACKGROUND:

With the commissioning of the City's new Membrane Bioreactor (MBR) facility at the Wastewater Treatment Plant, a new type of waste byproduct is being generated—condensed sludge. Unlike in the past, when sludge was stored on-site and dried for eventual reuse or disposal, the condensed nature and increased volume of the new sludge require regular hauling and disposal at a permitted landfill.

This hauling of biosolids represents a new and essential service that falls outside the scope of the City's regular waste operations. While Upper Valley Disposal currently provides waste hauling services under the City's franchise agreement, biosolids are specifically excluded from the list of acceptable materials in that agreement. As such,

the City is seeking to enter into a separate arrangement with Upper Valley Disposal to provide this service. Due to the biological classification of the material, the biosolids must be transported to Potrero Hills Canyon Landfill—a specialized facility permitted to accept this type of waste. The longer hauling distance, coupled with the landfill's tipping fees and the additional labor involved, results in higher overall costs for disposal.

DISCUSSION:

The MBR process is expected to generate between one and two 10-cubic-yard containers of sludge each week, depending on seasonal flows. The total cost to pick up, haul, and dispose of a single container is \$2,000. Over the course of the next two fiscal years, staff estimates total expenses will reach approximately \$100,000.

Staff incorporated these new operational costs into the FY 2025-26 & FY 2026-27 wastewater operations budget. However, to continue necessary hauling services during the current fiscal year, Council authorization is required to make these payments to the franchised waste hauler.

Going forward, there is an approved Capital Improvement Project S27-01 for "Pond Cleaning Decommissioning and Repurpose" which would take one of the ponds and convert into a drying bed to further remove liquid prior to hauling and reduce the quantity and frequency of this pick up service. This project is scheduled for FY 27 and once complete, the frequency and therefore the total cost of this service will be greatly reduced.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution Upper valley disposal](#)
[PSA wastehauling services final](#)

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 UPPER VALLEY RECYCLING, INC. FOR SLUDGE HAULING
SERVICES FROM THE WASTEWATER TREATMENT PLANT FOR AN AMOUNT
NOT TO EXCEED \$100,000 ANNUALLY**

RECITALS

- A. WHEREAS, the City of St. Helena recently commissioned a new Membrane Bioreactor (MBR) facility at the Wastewater Treatment Plant, which generates condensed sludge that requires off-site disposal; and
- B. WHEREAS, Upper Valley Recycling, Inc., a local waste hauler, is qualified and capable of providing the required sludge hauling and disposal services to a permitted facility; and
- C. WHEREAS, biosolids are not included in the scope of the City's existing franchise waste agreement, requiring a separate Professional Services Agreement for this service; and
- D. WHEREAS, the estimated annual cost for these services is not to exceed \$100,000 annually and will be funded through the Wastewater Enterprise Fund; and
- E. WHEREAS, a Capital Improvement Project is scheduled in FY 2026–27 that may reduce future sludge hauling volumes and costs; and
- F. WHEREAS, the project supports City Council Goal 2: Improve Infrastructure & Further Environmental Sustainability, and Goal 7: Enhance Organizational Effectiveness.

RESOLUTION

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

1. The City Council authorizes the City Manager to execute a Professional Services Agreement with Upper Valley Recycling, Inc. for sludge hauling services from the City's Wastewater Treatment Plant, in an amount not to exceed \$100,000 annually.
2. The City Manager or designee is further authorized to take all actions necessary to carry out the terms of this Resolution and to execute related documents to implement the Agreement.
3. Funding is as follows:

Description	Fund	GL Account	Amount
FY 25/26 Approved Operating Budget	Fund 571	571-50-29-21-45	\$100,000
FY 26/27 Approved Operating Budget	Fund 571	571-50-29-21-45	\$100,000

Approved at a Regular Meeting of the St. Helena City Council on August 12, 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
SERVICES AGREEMENT
Sludge Hauling for Wastewater Treatment Plant**

This Services Agreement ("Agreement") is made and entered into as of January 1, 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 Upper Valley Recycling, Inc., with its principal place of business at 1285 Whitehall Lane, St. Helena, CA 94517 (hereinafter referred to as "Contractor"). City and Contractor 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 services for the following project:

Dewatered Sludge Hauling for Wastewater Treatment Plant for the City of St. Helena
(hereinafter referred to as "the Services").

B. Contractor 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 Contractor to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

a. Contractor shall provide the City with the services described herein and shall provide all labor, equipment, and transportation necessary for the regular pick-up, hauling, and disposal of dewatered sludge generated by the City of St. Helena Wastewater Treatment Plant ("Services"). Services shall include the collection of sludge from on-site containers and delivery to an authorized disposal facility in full compliance with all applicable local, state, and federal regulations.

b. The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste, including dewatered sludge, generated or collected by City at the locations specified herein (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and City agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). City agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of the Waste Materials as reasonably provided by Contractor. In the event that any Waste Materials furnished to Contractor by City are, due to presence of contaminants, rejected by a recycling facility, Contractor may, in addition to its other remedies, require City to pay Contractor the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such Waste Materials. Contractor shall not be responsible for and has not

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made any representation to City regarding the ultimate recycling of such Waste Materials by a third-party facility.

c. Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with City and City expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

d. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, City acknowledges that it has care, custody and control of the equipment while at City's location and accepts responsibility for loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. City shall not overload by weight or volume. City shall use the equipment only for its proper and intended purpose. City agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify City and afford City a reasonable opportunity to provide the required access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified herein or provided in relation hereto.

e. Contractor will not be responsible for damage to any pavement, curbing, driving surface or right of way, and City agrees to assume all liabilities for any such damage, resulting from Contractor's reasonable use of such pavement, curbing, driving surface, or right of way in providing service at City's location.

2. Compensation.

a. The City shall pay Contractor \$2,000.00 each time Contractor collects for disposal one (1) ten (10) cubic yard roll-off container.

b. In no event shall the total amount paid for services rendered by Contractor under this Agreement exceed the sum of **\$2,000 per 10 cubic yard waste load**. This amount is to cover all costs associated with hauling and disposal costs, and the City will not pay any additional fees for either or any additional services. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Contractor for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Contractor 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 Contractor 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.

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4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services provided under this Agreement shall be maintained by Contractor and made reasonably available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement.

5. Term

The term of this Agreement shall be from **July __, 2025 until July 1, 2027** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement. Contractor shall perform the Services in a prompt and timely manner within the term of this Agreement.

6. Excused Performance.

a. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include 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. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

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

c. If applicable, Contractor is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of Contractor's Services performed under this Agreement; provided, that Contractor shall not be responsible for cleaning up or removing any Excluded Waste produced by the City.

8. Standard of Care; Performance of Employees

a. Contractor's services will be performed in accordance with generally accepted industry 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. Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its

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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. Following written notification from the City, Contractor shall reperform, 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 performing any Services under this Agreement by the Contractor and shall not be re-employed to perform any of the Services.

9. Assignment and Subcontracting

Contractor 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 Contractor from employing independent associates and subcontractors as Contractor may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor 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. Contractor 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, Contractor 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 Contractor 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:

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- (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
- (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 Contractor 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) 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) Contractor certifies that it 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 Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Contractor shall maintain full compensation insurance for all persons employed directly by it

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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. Contractor shall require all subcontractors 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. Reserved

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$5,000,000 aggregate
	\$2,000,000 products completed operations
	\$1,000,000 personal & advertising injury
Automobile Liability	\$5,000,000 combined single limit
Employer's Liability	\$1,500,000 per accident or disease
Umbrella Liability	\$5,000,000 per occurrence/aggregate

(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 Contractor 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) Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such

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policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor 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 Contractor'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. Contractor 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 shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors, for claims submitted pursuant to this Agreement; provided, however, such waiver shall not apply to damage or liability caused by the City.

(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 Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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 Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(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

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canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(iii) The City may reasonably require the Contractor to provide declarations, endorsements, certificates of insurance, or other documents as may be reasonably necessary for the City to confirm that the Contractor has secured limits of insurance as required by this Agreement.

(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. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or subcontractors 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 subcontractors 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 Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

12. Indemnification.

a. To the fullest extent permitted by law, Contractor 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, to the extent resulting from (i) the negligent acts, errors, or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Services or this Agreement, or (ii) Contractor's breach of the covenants, agreements, representations, or warranties stated herein, including without limitation the payment of all damages, expert witness fees and reasonable attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

13. California Labor Code Requirements.

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

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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 Contractor and all subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Services and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Safety.

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and 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, Contractor 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 subcontractors and sub-subcontractors to comply with the same.

16. INTENTIONALLY DELETED

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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 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 Contractor. City shall pay Contractor 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 Services 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 Contractor 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. Contractor shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work. Provided, however, the City shall remain responsible for any liability incurred by the City prior to the termination of this Agreement.

b. Contractor 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 material failure by City to perform in accordance with the terms of this Agreement through no fault of Contractor.

19. Ownership of Confidential Information.

a. During the course of the performance of this Agreement, Contractor may receive written or verbal information from City, its representatives or agents, not in the public domain, and such information may include City's know how, trade secrets, and other proprietary and confidential information ("Confidential Information"). Contractor agrees to treat such information as confidential information belonging to City. Contractor 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, Contractor 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, Contractor 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. Confidential Information shall not include any information which (i) was in Contractor's possession before receipt from the City; (ii) is or becomes a matter of public knowledge through no fault or violation of Contractor; (iii) is rightfully received by Contractor from a third party who, to the Contractor's knowledge, is not under a duty of confidentiality to the City; (iv) is disclosed by the City to a third party without a duty of confidentiality to the City imposed on such third party; or (v) is independently developed by the Contractor.

20. Reserved.

21. Limitation of Agreement.

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This Agreement is limited to and includes only the Services 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 Manager

CONTRACTOR:

Upper Valley Disposal Service
1285 Whitehall Lane
St. Helena, CA 94517

Attn: Andrew Kennedy

With a copy to:

Waste Connections

Attn: Legal Department

3 Waterway Square Place, Suite 110

The Woodlands, TX 77380

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 Contractor.

24. Equal Opportunity Employment.

Contractor 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 Contractor 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

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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, Contractor 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 Contractors

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

31. Prohibited Interests

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND UPPER VALLEY DISPOSAL SERVICE**

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

CITY OF ST. HELENA

UPPER VALLEY RECYCLING, INC.

By: _____
Anil Comelo
City Manager

By: _____
Name:
Title:

ATTEST:

By: _____
Ethan Walsh, City Attorney



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 12, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Approval of a Resolution (1) Authorizing Payment of Underbilled Amount of \$66,224.08 to Operational Technical Services (OTS) and (2) Authorizing the City Manager to execute Professional Services Agreement with OTS in a not-to-exceed amount of \$127,600 for six-months of temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	STH Contract: FY2021-077 - Wastewater 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:	To authorize payment of \$66,224.08 for previously underbilled wastewater operator services and 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 \$127,600, 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

STH Contract FY2021-077	Date Approved	Contract Value	Not-To-Exceed Cost
Amendment #1	01/25/22	\$100,293	\$200,913
Amendment #2	02/22/22	\$258,337	\$459,250
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 Amendments #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 \$127,600, 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: None.

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](#)

[Invoice 500ADJ](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION (1) AUTHORIZING PAYMENT OF UNDERBILLED AMOUNT OF \$66,224.08 TO OPERATIONAL TECHNICAL SERVICES (OTS) AND (2) 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 \$127,600.

RECITALS

- A. The City has contracted with Operational Technical Services (OTS) under Professional Services Agreement STH FY2021-077 to provide temporary staffing services for the City's Wastewater Treatment Plant; and
- B. OTS identified a billing discrepancy due to internal clerical and rate entry errors on the consultant side for services provided between February 11, 2024 and June 15, 2025, resulting in an underbilled amount of \$66,224.08; and
- C. The City has verified the accuracy of the services provided and the corresponding underbilled amount, and seeks to resolve the outstanding balance; and
- D. 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
- E. The City currently has three approved positions at the Wastewater Treatment Plant; and
- F. The City is currently recruiting for a Wastewater Treatment Chief Plant Operator; and
- G. 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

- H. While the City is recruiting for permanent Wastewater Treatment Chief Plant Operator, the City needs assistance in the interim basis; and
- I. The City has a current contract with Operational Technical Services (OTS) to provide temporary assistance at the Water Treatment Plant 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
- J. The City of St. Helena and Operational Technical Services now desire to continue and enter into an agreement in FY2025-26 to provide a temporary Wastewater Treatment Chief Plant Operator.

RESOLUTION

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

1. Authorizing payment to Operational Technical Services (OTS) in the amount of \$66,224.08 for underbilled services provided between February 11, 2024 and June 15, 2025; and
2. Authorizes the City Manager to execute 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 \$127,600; and
3. Funding is as follows:

Description	Fund	GL Account	Amount
FY2025-26 Other Contract Services	571-Wastewater Enterprise	571-50-29-21-45	\$127,600
FY2025-26 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 August 12, 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 \$127,600. 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: _____
Its: _____
Printed Name: _____

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

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:	August 12, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Adoption of a Resolution: (1) Approving Additional Funding Allocation for Bid Alternate 1 (Crane Parking) under the R25-79 Pavement Restoration Project Contract with JD General Engineering Corp. in the amount of \$177,500 for a total contract not-to-exceed amount of \$1,598,140; (2) Authorizing Necessary Budget Adjustments and Transfers.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	On April 22, 2025 City Council adopted Resolution 2025-035 approving plans, specifications, and authorization to solicit bids for the R25-79 Pavement Restoration Project. On June 24, 2025 City Council awarded the contract for R25-79 Pavement Restoration Project to JD General Engineering Corp with Resolution 2025-071 in the amount of \$1,420,640, including Bid Alternates 2 and 3.
STATEMENT OF THE PURPOSE:	The original contract with JD General Engineering Corp. includes Bid Alternate 1 for Crane Parking Pavement Restoration. While this work was part of the bid package and subsequently completed, it was not specifically called out in the June 24, 2025, staff report. To finalize project accounting and ensure budget alignment, Council approval is required to formally allocate \$177,500 to cover the cost of Bid Alternate 1.
FINANCIAL IMPACT:	The cost of Bid Alternate 1 is \$177,500, in addition to possible change orders in the amount of \$26,625. Funding for this work will be allocated from Measure T/U. A budget amendment is requested to transfer the necessary funds to the R25-79 project.

BACKGROUND:

The R25-79 Pavement Restoration Project is a continuation of the City's efforts to improve and maintain 26 centerline miles of roadway within the City of St. Helena.

On May 27, 2025, the City Council adopted the FY2025-26 to FY2029-30 Capital Improvement Plan (CIP) which includes the R25-79 Pavement Restoration Project; and

on June 10, 2025 the City Council adopted the FY2025-26 to FY2026-27 budget which included funding for said project.

On December 12, 2023, the City Council adopted an updated 5-Year Pavement Management Plan (PMP). The R25-79 Pavement Restoration Project represents Year 2 of the updated PMP. This updated PMP project scope includes a focus on roadway maintenance when compared to the FY24 pavement restoration project. The project funding will be supported by the existing Measure T/U funding adopted in the FY2025-26 to FY2029-30 CIP.

The project plans were developed by Project Manager Mario Traverso. The project plans specifications and contract documents were compiled by City Staff and approved for bid solicitation by City Council on April 22, 2025.

The project includes maintenance treatment of many local roadway segments, rehabilitation of South Crane Avenue, drainage improvements, and significant roadway repairs. Additional elements of this project include restriping traffic lines and crosswalks, various repairs to sidewalk, curb and gutter, and the installation of ADA-compliant curb ramps.

As part of the competitive bid process, JD General Engineering Corp. provided pricing for three bid alternates. Bid Alternate 1, Crane Parking Pavement Restoration, was included in the executed construction contract to leverage cost efficiencies and complete the parking lot work concurrently with the main project. The work was performed as planned and is now complete.

DISCUSSION:

In order to reconcile project funding, staff recommends that the City Council formally approve the allocation of \$177,500 for Bid Alternate 1. The work aligns with Council's priorities of improving infrastructure, enhancing public safety, and maintaining City facilities.

Estimated Project Costs

R25-79 - Pavement Restoration - Bid Alternate 1

Construction Contract	\$177,500
Construction Contingency (15%)	\$26,625

ENVIRONMENTAL REVIEW:

Staff will be filing a Notice of Exemption for this project, citing a Class 1 Categorical Exemption for existing facilities. The contractor is required to perform standard stormwater pollution prevention measures.

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:

[R25-79 Amendment No. 1 Resolution](#)

[JD General Engineering Contract Executed](#)

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

RESOLUTION AUTHORIZING 1) ADDITIONAL FUNDING ALLOCATION FOR BID ALTERNATE 1 (CRANE PARKING LOT) UNDER THE R25-79 PAVEMENT RESTORATION PROJECT CONTRACT WITH JD GENERAL ENGINEERING CORP. IN THE AMOUNT OF \$177,500 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$1,598,140 AND; (2) AUTHORIZING NECESSARY BUDGET ADJUSTMENTS AND TRANSFERS.

RECITALS

- A. On June 24, 2025, the City Council adopted Resolution 2025-071 awarding a contract to JD General Engineering Corp. for the R25-79 Pavement Restoration Project in the amount of \$1,420,640, including Bid Alternates 2 and 3; and
- B. Bid Alternate 1, for Crane Parking Lot Pavement Restoration, was included in the bid package and performed as part of the project, however it was not specifically called out in the June 24, 2025, staff report.
- C. A budget reallocation and increase are necessary to properly allocate funding for the project identified in the Capital Improvement Plan (CIP)

RESOLUTION

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

- 1. Approving additional funding allocation for Bid Alternate 1 (Crane Parking) under the R25-79 Pavement Restoration Project contract with JD General Engineering Corp. in the amount of \$177,500 for a total not-to-exceed amount of \$1,598,140; and
- 2. Budget Amendments are as follows:

Description	Fund	GL Account	Amount
Transfer to Other Funds – Budget Increase to Expense	240 – Measure T/U	240-40-00-29-99	\$204,125
Operating Transfers In – Budget Increase to Revenue	741 – Streets Capital	741-39-98-00-00	\$204,125

Budget Increase to CIP R25-79 Construction Contract	741 – Streets Capital	741-5014-3160	\$177,500
Budget Increase to CIP R25-79 Contingency	741 – Streets Capital	741-5014-3170	\$26,625.

3. Funding is as follows:

Description	Fund	GL Account	Amount
R25-79 Construction Contract	741 – Streets Capital	741-5014-3160	\$177,500
R25-79 Contingency	741 – Streets Capital	741-5014-3170	\$26,625.

Approved at a Regular Meeting of the St. Helena City Council on August 12, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

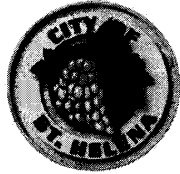
Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



CONTRACT

CITY OF ST. HELENA STATE OF CALIFORNIA

THIS CONTRACT is made and entered into by and between the City of St. Helena, a California municipal corporation, hereinafter called "City", and JD General Engineering Corp hereinafter called "Contractor," for the construction of the **R25-79 PAVEMENT RESTORATION PROJECT** (the "Project").

RECITALS

City has taken appropriate proceedings to authorize construction of the Project herein provided and execution of this Contract.

A notice was duly published for bids, and bids were received for the Project improvement hereinafter described.

On June 24, 2025 after notice duly given, the City Council of the City of St. Helena awarded the Contract including three bid alternatives for the construction of the Project hereinafter described to Contractor, which the City Council found to be the lowest responsive and responsible bidder for construction of said Project improvement.

City and Contractor desire to enter into this Contract for the construction of said Project improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete Contract consists of the following documents (hereinafter, the "Contract Documents"):

- A. The Notice to Contractors
- B. The Special Provisions
- C. The Technical Specifications
- D. The Bid Proposal Forms
- E. This Contract
- F. The Standard Specifications and Standard Plans of the State of California, Dept. of Transportation, dated 2022
- G. City of St. Helena General Conditions for City of St. Helena Construction Projects September 1997 (as amended)
- H. The Bid Bond, Faithful Performance Bond, Labor and Material Bond, and Warranty/Maintenance Bond
- I. City of St. Helena Standard Specifications and Standard Plans, dated June 1998
- J. The Plans for R25-79 PAVEMENT RESTORATION PROJECT dated April 2025.
- K. Approved and fully executed change orders
- L. Addenda

All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents.

All of the above-named Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said Contract Documents.

R25-79 PAVEMENT RESTORATION PROJECT

C-1

2. Scope of Work

The scope of work is described in the Contract Documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the Contract Documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of St. Helena, or his or her designated assistant or assistants.

4. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the quantities shall operate in the manner provided for in the Contract Documents. Payment in installments shall be as provided for in the Contract Documents.

5. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other Contract Documents, it shall be at liberty to do so and the same shall in no way affect or make void the Contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the Contract Documents.

6. Liquidated Damages

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 4-1.02 of the Special Provisions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents

7. Indemnification

Contractor shall provide indemnification and defense as set forth in the Special Provisions.

8. Provisions Cumulative

The provisions of this Contract are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

9. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of St. Helena
1088 College Avenue
St. Helena, Ca 94574
Attn: Public Works Department

Notices required to be given to Contractor shall be addressed as follows:

JD General Engineering Corp

390 W. Standley St.

Ukiah, CA 95482

Notices required to be given to Sureties of Contractor shall be addressed as follows:

Name Brunswick Companies

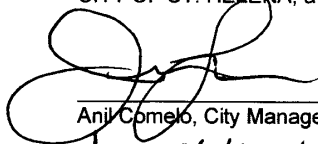
c/o Shawn Weppelman

Address 5309 Transportation Blvd

City Cleveland OH, 44125

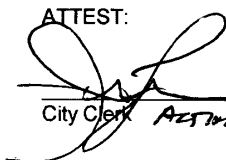
DATED this day of , 2025

CITY OF ST. HELENA, a Municipal Corporation


Anil Cornelo, City Manager

JOSEPH M. LEACH
ACTING CITY MANAGER

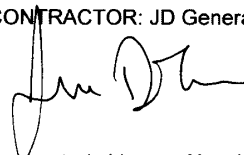
ATTEST:


City Clerk ACTING CITY MANAGER

APPROVED AS TO FORM:


Ethan Walsh, City Attorney

CONTRACTOR: JD General Engineering Corp



Contractor's License No. 1040595

By: John Duran CEO

Name and Title

By: _____

Name and Title

Project Code: CIP No. R25-79

R25-79 PAVEMENT RESTORATION PROJECT

C-3

**BASE BID SCHEDULE
R24-79 PAVEMENT RESTORATION PROJECT**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS		\$25,000
2	Temporary Traffic Control	1	LS		\$32,000
3	Thermoplastic Pavement Markings	2230	SF		\$62,440
4	Concrete Sidewalk	75	SF		\$6,500
5	Concrete Curb & Gutter	13	LF		\$5,500
6	Blue Hydrant Markers	10	EA		\$ 750
7	Adjust Clean Out to Grade	1	EA		\$3,000
8	Adjust Manhole to Grade	1	EA		\$4,500
9	Adjust Valve to Grade	9	EA		\$6,750
10	Adjust Monument to Grade	2	EA		\$ 750
11	Utility Trench Repair	46	SY		\$12,000
12	Speed Cushions	25	EA		\$12,000
13	Dig-Out Repair	544	SY		\$38,000
14	Tank Microsurface Type II	1254	SY		\$10,050
15	Lake Dorhing - Pipe	500	LF		\$25,000
16	Lake Dorhing - DI	1	EA		\$10,000
17	Lake Dorhing - Pothole	10	EA		\$4,100
18	Lake Dorhing - Restoration	1	LS		\$32,000
19	Lake Dorhing - Concrete 30 SF	1	LS		\$ 5,000
20	Lake Dorhing - Connections	1	LS		\$ 5,500
21	Lake Dorhing - Driveway 140 SF	1	LS		\$ 8,000
22	Manhole Cover Replacement	1	LS		\$ 4,500
23	2020 Howell Mtn Road - Removals	135	TON		\$18,000
24	Microsurface Type II	22971	SY		\$215,000
25	Detail 21	4279	LF		\$22,000
26	Detail 41	368	LF		\$ 460
27	Detail 39	11292	LF		\$20,000
28	Modified C Ramp 161 SF EA	2	EA		\$25,000
29	Crane - Drywell	1	LS		\$18,000
30	Crane - Grind 2.5"	7000	SY		\$45,000
31	Crane - New Road Section	1531	SY		\$90,000
32	Crane - AC 2.5"	1250	TON		\$314,000
33	Edwards Ped Improvements	1	LS		\$38,340

R25-79 PAVEMENT RESTORATION PROJECT
Unit Price Equals Total Cost Divided By Unit

C-4

REVISED

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
34	2020 Howell Mtn Road – Blocks	25	EA		\$ 9,500
35	WWTP - AC Speed Humps	2	EA		\$ 5,000
36	WWTP - Farm Road	490	CY		\$66,000

* Note. In case of error in extension of price into the total price column, the unit price will govern.

**BID SCHEDULE – BID ALTERNATE 1
R25-79 – PAVEMENT RESTORATION PROJECT**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
37	Crane Parking - Grind	4444	SY		\$18,000
38	Crane Parking - AC 2"	500	TON		\$125,000
39	Crane Parking - 4" Parking Line	2380	LF		\$10,000
40	Crane Parking - Accessable Marking	1	EA		\$2,000
41	Crane Parking - Infiltration Area	1	LS		\$10,000
42	Crane Parking - Grading	1	LS		\$12,500

**BID SCHEDULE – BID ALTERNATE 2
R25-79 – PAVEMENT RESTORATION PROJECT**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
43	WWTP - Grading	1	LS		\$9,000
44	WWTP - Grind	1	LS		\$8,000
45	WWTP - AC 2"	285	TON		\$84,000

**BID SCHEDULE – BID ALTERNATE 3
R25-79 – PAVEMENT RESTORATION PROJECT**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
46	Corp Yard - Grinding	1829	SY		\$15,000
47	Corp Yard - Drainage	1	LS		\$10,000
48	Corp Yard – 2.5" AC	275	TON		\$80,000
49	Corp Yard - Pipeline	40	LF		\$15,000

R25-79 PAVEMENT RESTORATION PROJECT
Unit Price Equals Total Cost Divided By Unit

C-4A

REVISED

Total Amount of BASE Bid (written in words) is: <u>one million, one hundred</u> <u>ninety nine thousand six hundred forty</u> Dollars and <u>zero</u> Cents.	
In the event of discrepancy between words and figures, the words shall prevail.	
\$ <u>1,199,640</u> Total in Figures	

Notes:

- The Contract will be compared and awarded on the basis of the Total Base Bid.
- The City reserves the right to increase or decrease quantities as deemed necessary, with the unit prices bid above.

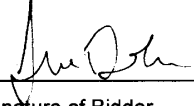
BID SCHEDULE, continued

390 W Stendley St
 Address of Bidder

Ukiah
 City

707-485-
 Telephone Number of Bidder

1040595
 Contractor's License Number


 Signature of Bidder

John Durin
 Name of Bidder (Print)

707-306-7648
 Fax Number of Bidder

10/31/25
 License's Expiration Date

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addenda, which are attached to the proposal, signed addendums to be included in bid submission:

Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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Bond # GSA 02500221

FAITHFUL PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of St. Helena, (hereinafter referred to as "City") has awarded to JD General Engineering Corp, (hereinafter referred to as the "Contractor") an agreement for **Contract No. R25-79 Pavement Restoration Project**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **June 24, 2025**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, JD General Engineering Corporation, the undersigned Contractor and The Gray Casualty & Surety Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of One Million Five Hundred Ninety Eight Thousand ^{00/100} One Hundred and Forty DOLLARS, (\$ 1,598,140.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which

R25-79 PAVEMENT RESTORATION PROJECT

C-5

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of JUNE, 2025.

(Corporate Seal)

JD General Engineering Corporation
Contractor/ Principal

By [Signature]

Title CEO, John Duran

(Corporate Seal)

The Gray Casualty & Surety Company
Surety

By Todd Stein
Attorney-in-Fact - Todd Stein

(Attach Attorney-in-Fact Certificate)

Title Attorney in Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$ 35,985.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

The Cincinnati Insurance Company
6200 South Gilmore Road
Fairfield, OH. 45014

(Name and Address of Agent or Representative for service of process in California, if different from above)

Brunswick Companies
5309 Transportation Boulevard
Cleveland, OH. 44125

(Telephone number of Surety and Agent or Representative for service of process in California)

1 (800) 686-8080

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Mendocino

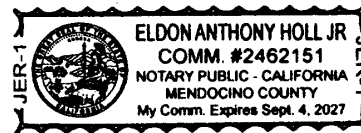
On 6/26/2025 before me, ELDON ANTHONY HOLL JR., Notary Public,
DATE

personally appeared John Doran
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she they executed the same in ~~his~~ her their authorized capacity(ies), and that by ~~his~~ her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT Faithful Performance Bond

NUMBER OF PAGES _____ DATE OF DOCUMENT 6/26/2025

SIGNER(S) OTHER THAN NAMED ABOVE _____

Bond # GSA 02500221

LABOR AND MATERIALS BOND
(Construction)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City"), by action taken or a resolution passed June 24, 2025 has awarded to JD General Engineering Corp hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. R25-79 Pavement Restoration Project** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the City in the penal sum of One Million Five Hundred Ninety Eight Thousand One Hundred and Forty —00/100 Dollars (\$ 1,598,140.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

R25-79 PAVEMENT RESTORATION PROJECT

C-8

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of JUNE, ~~2021~~ 2025.

(Corporate Seal)

JD General Engineering Corporation

Contractor/ Principal

By *John Duran*

Title CEO, John Duran

(Corporate Seal)

The Gray Casualty & Surety Company

Surety

By *Todd Stein*

Attorney-in-Fact TODD STEIN

(Attach Attorney-in-Fact Certificate)

Title Attorney in Fact

Please see attached
Notary Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Mendocino

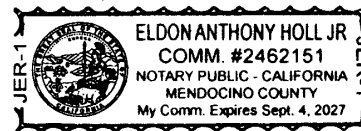
On 6/26/2025 before me, ELDON ANTHONY HOLL JR., Notary Public,
DATE

personally appeared John Duran
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT Faithful Performance Bond

NUMBER OF PAGES _____ DATE OF DOCUMENT 6/26/2025

SIGNER(S) OTHER THAN NAMED ABOVE _____

Bond # GSA 02500221

WARRANTY/MAINTENANCE BOND

WHEREAS, the City Council of the CITY OF ST. HELENA, State of California (hereinafter designated as "City"), and JD General Engineering Corporation (hereinafter designated as "Principal"), have entered into an agreement ("Contract") dated June 24th, 2025, whereby Principal guaranteed that all improvements (as defined therein) constructed by or on behalf of Principal shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from the date of final acceptance of all work performed under the Contract and further, the principal agreed to repair defects and replace improvements which cannot be repaired within said one (1) year period; and

WHEREAS, said Principal is required to furnish a bond for the faithful performance of its responsibility to maintain repair and replace said improvements.

NOW, THEREFORE, we the Principal and **THE GRAY CASUALTY & SURETY COMPANY** as surety are held and firmly bound unto the City in the penal sum of **\$1,598,140.00** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on this or their part, to be kept and performed by Principal as required therein and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

In witness hereof, this instrument has been duly executed by the Contractor and surety above named on **JUNE 25th, 2025**

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

JD General Engineering Corporation

(Principal Signature)

[Click and insert Principal Name and Title]

[Click and insert Principal Business Name]

The Gray Casualty & Surety Company

(Surety Signature)



TODD STEIN - Attorney in Fact

Brunswick Insurance Agency
06/25/2025 10:10 510450008551

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSA02500221 **Principal:** JD General Engineering Corp

Project: CITY OF ST. HELENA - STATE OF CALIFORNIA - R2 5 -79 PAVEMENT RESTORATION PROJECT

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Todd Stein and Mark Levinson of Cleveland, Ohio jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of JUNE, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of JUNE, 2025.

Leigh Anne Henican



Bond # GSA 02500221

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ } ss
On the _____ day of _____, 20____, before me, a Notary Public
within and for said county, personally appeared, _____

to me known to be the person (s) described in and who executed the foregoing instrument as Principal (s), and acknowledged
to me that they executed the same as their free act and deed.

(Notarial Seal)

Notary Public _____
County, _____
My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ } ss
On the _____ day of _____, 20____, before me,
personally appeared, _____
to me known, who being by me duly sworn, did depose and say, that he resides in _____
and that he is the _____ of the _____

the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation;
and that he signed his name thereto by like order.

(Notarial Seal)

Notary Public _____
County, _____
My commission expires _____

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Ohio
COUNTY OF Cuyahoga } ss
On the 25th day of June, 2025 before me,
appeared,
Todd Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety
company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said
instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of
directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.



TINA K. MUMPFIELD
Notary Public
State of Ohio
Comm. Expires
September 6, 2027

Tina K. Mumpfield
Notary Public Tina K. Mumpfield
County, Summit
My commission expires September 6, 2027

3/6/25, 1:34 PM

Sircon Platform



Insurance Producer

	Qualification Effective Dates	
Casualty	01/06/2003	Property 01/06/2003
Life	03/22/2022	

TODD A STEIN

NPN: 246251

5309 TRANSPORTATION BLVD
CLEVELAND, OH 44125-5333

is authorized to transact business as described above

License No: 0D78790 Issue Date: 01/06/2003 Expiration Date: 01/31/2027

Generated by Sircon 341331889

California Department of Insurance THIS IS TO CERTIFY THAT  TODD A STEIN 5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333 LICENSE NUMBER: 0D78790 NPN: 246251	IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: Insurance Producer Casualty, Property, Life Issue Date: 01/06/2003 Expiration Date: 01/31/2027 Generated by Sircon 341331889

THE GRAY CASUALTY & SURETY COMPANY
ABSTRACT OF ANNUAL STATEMENT as of December 31, 2024

The Gray Casualty & Surety Company NAIC# 10671
 3601 N. 110 Service Road West, Metairie, Louisiana 70002
 P.O. Box 6202, Metairie, LA 70009-6202
 (504) 888-7790 (P)
 (504) 454-6122 (F)

ASSETS

Bonds Stocks Cash & Cash Equivalents Other Invested Assets (Schedule BA) Agents Balances or Uncollected Premiums Interest, Dividends & Real Estate Income Due Other Assets	96,579,668 49,517,101 9,087,156 11,956,905 11,854,860 756,810 2,385,611
Total Assets \$ 182,138,111	

LIABILITIES, SURPLUS & OTHER FUNDS

Reserves for Losses Reserves for Loss Adjustment Expenses Taxes, Licenses & fees (excluding Federal & Foreign Income Taxes) Federal and Foreign Income Taxes Unearned Premiums All Other Liabilities	13,016,390 3,958,220 1,080,327 288,951 32,272,050 4,502,915
Total Liabilities \$ 55,118,853	
Capital Stock Gross Paid In and Contributed Surplus Unassigned Funds (Surplus)	3,000,000 100,930,011 23,089,247
Total \$ 182,138,111	

I, Robert P. Johnson, Chief Financial Officer of The Gray Casualty & Surety Company, do hereby depose and say that the foregoing statement is a correct exhibit of the assets and liabilities of the Company on the 31st day of December 2024

Robert P. Johnson, Chief Financial Officer

Sworn to and subscribed before me at Metairie, Louisiana this 27th day of March, 2025

Lisa S. Millar
 NOTARY PUBLIC
 ID NO. 69652
 MY COMMISSION IS FOR LIFE

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 09002

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Gray Casualty & Surety Company

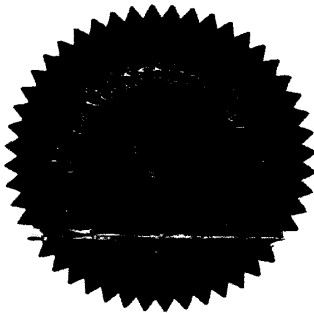
of Louisiana, organized under the
laws of Louisiana, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th
day of March, 2012, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of March, 2012.



Dave Jones
Insurance Commissioner

By

Susan J. Stapp
for Nettie Hoge ~~DAVE~~
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

FORM CI-3

OSP 00 39381



DURANJO002

MGOMES

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/24/2025

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 Team Insurance & Financial Services, Inc. PO Box 1472 Ukiah, CA 95482	CONTACT NAME: Menthie Gomes PHONE (A/C, No, Ext): (707) 961-1250 FAX (A/C, No): (707) 462-3763 E-MAIL ADDRESS: menthie@teamins.net														
INSURED JD General Engineering Corp PO Box 178 Ukiah, CA 95482	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Mercury Insurance Services, LLC</td> <td></td> </tr> <tr> <td>INSURER C : ICW Group Holdings, Inc</td> <td>9229</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Mercury Insurance Services, LLC		INSURER C : ICW Group Holdings, Inc	9229	INSURER D :		INSURER E :		INSURER F :	
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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
A	☒ COMMERCIAL GENERAL LIABILITY			3AA820074	9/13/2024	9/13/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
B	☐ AUTOMOBILE LIABILITY			BA04000062227	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED Auto Phys Dmg						PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR			EZXS3170767	9/13/2024	9/13/2025	EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED ☐ RETENTION \$						
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSA5076772-01	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ Y ☐ N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 is to provide evidence of insurance & to name the City of St. Helena, its agents, officials, officers, employees, and volunteers as additionally insured.

Excess Liability follows form with the General Liability & Auto Liability

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena 1480 Main St. 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 <i>[Signature]</i>

ACORD 25 (2016/03)

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COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 3AA820074

EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$Included (Check box if fully earned ☒)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 12, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project.
RECOMMENDED ACTION:	To adopt the Resolution Authorizing the Public Works Department to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project (CIP R18-81).
PREVIOUS COUNCIL ACTION:	Council re-approved this project with the adoption of the Five-Year CIP on May 27, 2025.
STATEMENT OF THE PURPOSE:	Consideration and possible approval of Resolution Authorizing the Public Works Department to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project (R18-81).
FINANCIAL IMPACT:	Approval of the Resolution will result in an expenditure estimated at \$1.8M of which \$1.2M will be provided by OBAG3 grant funding. Match funding in the amount of about \$600,000 to be provided by a combination of Measure T/U and TFCA program funds.

BACKGROUND:

The Main Street St. Helena Pedestrian Improvements Project (R18-81) was originally approved by Council in 2018 with the adoption of the 2018 Capital Improvement Plan (CIP). The Council re-approved this project with the adoption of the Five-Year CIP on May 27, 2025. Metropolitan Transportation Commission (MTC), on January 11, 2023, issued Resolution 4505 which authorized OBAG Grant funding to the project. Caltrans issued the NEPA certification on April 24, 2021. Caltrans' approval of the project design is nearly complete, and Public Works anticipates that Caltrans will issue the Authorization to Proceed (aka the "E76") later this month.

DISCUSSION:

The project will replace sidewalks on Main Street between Pine Street and Adams Street. Public Works seeks to complete the project by December 31, 2025 and is seeking Council approval to advertise the project in advance of Caltrans approval. Doing so will enable staff to move forward expeditiously to advertise the project as soon as Caltrans approval (E76) is received. Public Works consulted with Caltrans Local Assistance and received guidance for seeking Council authorization in advance of E76 issuance. Public Works has incorporated this guidance into the attached resolution.

Actual publication would occur after the E76 is issued in accordance with the funding rules for the OBAG program.

ENVIRONMENTAL REVIEW:

Caltrans issued the NEPA certification for the project on April 24, 2021. Project is exempt from CEQA under Sections 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction).

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:

[R18-81 CIP Sheet](#)
[Resolution](#)

Downtown Sidewalk Improvements

Project No: R18-81
Category Streets
Project Location: St. Helena, CA 94574
Responsible Department: Public Works



EXPENDITURE ACCOUNTS: 741-5014-**STATUS:** Continuing**PRIORITY:** High**PROJECT PURPOSE & DESCRIPTION:**

This project, funded through a combination of the One Bay Area Grant (OBAG) III program and local funding sources, is designed to improve pedestrian safety, accessibility, and overall streetscape aesthetics along Main Street, between Mitchell Drive and Pine Street. The project will enhance mobility for all users, particularly those with disabilities, while also integrating traffic-calming measures to improve overall road safety.

Planned Improvements Include:

- Reconstruction of approximately 3,609 linear feet of sidewalk to meet modern safety standards.
- Installation of 17 ADA-compliant curb ramps to ensure accessibility for all pedestrians.
- Implementation of traffic-calming features, such as enhanced crosswalks and curb extensions, to promote safer pedestrian crossings.
- Integration of streetscape improvements, including improved lighting and street furniture where applicable.

The project will be implemented in multiple phases:

- Phase 1A (Pine Street to Adams Street) - Scheduled for construction in FY2025 with completion expected by FY2026.
- Phase 1B (Adams Street to Mitchell Drive) - Design is planned for FY2024, with construction subject to funding availability.
- Future Phases (II & III) - Expected to be implemented over the next five years, contingent on securing additional funding.

PROJECT NOTES:

- Resolution 2018-176 authorized a Professional Services Agreement (PSA) with BKF Engineers for \$529,000, later increased by \$234,000 for additional design work, funded through FY2020 SB1 and Gas Tax allocations.
- City Council Update (January 28, 2020) – Revised cost estimates:
- Phase I: Estimated at \$3.6 million (partially funded). Initial estimates included a \$1.4 million loan from the General Fund (pre-COVID-19), with discussions around securing a short-term capital loan.
- Phase II: Estimated at \$3.1 million (currently unfunded).
- Phase III: Estimated at \$8.4 million (currently unfunded).
- FY21 – Reallocated \$100,000 from Project R19-04 to R18-81 to optimize available funding.
- FY23 – Secured funding for Phase II & III design work. However, implementation is anticipated to be five years out, pending additional funding.
- FY24 – Budget includes:
- Phase 1A (Pine to Adams) – Design and construction.
- Phase 1B (Adams to Mitchell) – Design phase initiated.
- FY24 Resolutions:
- Reso 2023-26 (March 28, 2023) and Reso 2023-87 (July 25, 2023) approved additional design funding.
- Reso 2023-126 (September 12, 2023) corrected previous funding allocations and finalized the total design budget.
- FY25 - Anticipated Milestones:
- Bid solicitation (Q2-Q3 FY2025) – Subject to Caltrans approval.
- Creation of CIP No. R25-81 following Reso 2024-088 (June 11, 2024), which authorized bidding for Phase 1B paver repair project.
- FY26 - anticipate construction bid award FY26Q1 w/ construction FY26Q1-Q2

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design	1,098,941							1,098,941
3130 - Land & Easements		25,000						25,000
3140 - Legal Services		2,314						2,314
3150 - Construction Management	2,500	75,000	75,000					152,500
3160 - Construction Contract		1,397,000	750,000					2,147,000
3170 - Contingency		75,000	75,000					150,000
3180 - CIP Overheads	2,522							2,522
EXPENDITURE TOTALS	1,103,963	1,574,314	900,000					3,578,277
FUNDING SOURCES								
101-General Fund	64,500							64,500
101-General Fund - Measure T/RMRA MOE	293,720	291,484						585,204
230-Gas Tax - RMRA/SB1	240,039	147,000						387,039
240-Measure T/U	181,579	297,000	297,000					775,579
740-Traffic Mitigation Impact Fees		235,830						235,830
741-Streets Capital Improvement	324,125							324,125
741-Streets Capital Improvement - Grant OBAG III		603,000	603,000					1,206,000
FUNDING TOTALS	1,103,963	1,574,314	900,000					3,578,277

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT
TO PUBLISH THE BID ANNOUNCEMENT FOR THE MAIN STREET
ST. HELENA PEDESTRIAN IMPROVEMENTS PROJECT
(CIP R18-81)**

RECITALS

- A. The Main Street St. Helena Pedestrian Improvements Project (R18-81) was originally approved by Council in 2018 with the adoption of the 2018 Capital Improvement Plan (CIP); and
- B. Council re-approved the Project with the Five-Year CIP on May 27, 2025; and
- C. The Metropolitan Transportation Commission (MTC) authorized OBAG Grant funding to the project with Resolution 4505 on January 11, 2023; and
- D. Caltrans' approval of the project design is nearly complete and Public Works anticipates that Caltrans will issue the Authorization to Proceed (aka the "E76") later this month; and
- E. Public Works consulted with Caltrans Local Assistance and received guidance for seeking Council authorization in advance of E76 issuance which has been incorporated into this resolution.

RESOLUTION

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

- 1. Authorize authorizes the Public Works Department to publish the project for bid immediately following issuance of the E76 by Caltrans.
- 2. Funding is as follows:

Description	Fund	GL Account	Amount
One Bay Area Grant, Round 3 (OBAG3)	Grant	741-50-14-31-10	\$1,206,000
Measure T/U	240	741-50-14-31-10	\$113,822
TFCA	Program Funds	741-50-14-31-10	\$149,344

Approved at a Regular Meeting of the St. Helena City Council on August 12, 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:	August 12, 2025
FROM:	Andrew Bradley, Program Manager, Erika Opp, Administrative Analyst
SUBJECT:	Consideration and proposed approval of a resolution amending the City of St. Helena Conflict of Interest Code pursuant to the Political Reform Act of 1974.
RECOMMENDED ACTION:	It is recommended that the City Council adopt a Resolution approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974, and rescind the previous Conflict of Interest, resolution 2022-84.
PREVIOUS COUNCIL ACTION:	The City last updated the Conflict of Interest Code pursuant to the Political Reform Act of 1974 on September 27, 2022. Prior to that it was completed in September 8, 2020 and April 11, 2017.
STATEMENT OF THE PURPOSE:	Update the Conflict of Interest Code, as required by the Political Reform Act of 1974 (Government Code Section 81000 et seq.).
FINANCIAL IMPACT:	There is no financial impact.

BACKGROUND:

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The Act mandates that all public agencies adopt and maintain a Conflict of Interest Code to identify designated positions that make or participate in making governmental decisions and to establish appropriate disclosure requirements for those positions. In accordance with Government Code Sections 87306 and 87306.5, the City is required to conduct a biennial review of its Code and update it as necessary to reflect organizational or staffing changes.

The Act further requires that agencies, including cities, regularly review and update their codes as necessary as directed by their code-reviewing bodies or when change is necessitated by changed circumstances. (Gov. Code §§ 87306, 87306.5.)

The Act provides that no later than July 1 of each even-numbered year, code-reviewing bodies shall direct the review of all agency codes under their jurisdiction and requires that the agency head, no later than October 1, shall file a statement regarding the results of that review. The City Council is the code-reviewing body for the City's Code

and on or below July 1 it must direct the biennial review of the City's Conflict of Interest Code ("Code"). (Gov. Code §§ 87306, 87306.5.).

The Act also requires that the City Manager file a statement regarding the results of the review no later than October 1 of the same year. If a change in the Code is necessitated by this review, it must be submitted to the City Council for approval within ninety (90) days of the filing of the Local Agency Biennial Notice with the City Clerk. (Gov. Code §§ 87306, 87306.5.).

DISCUSSION:

The City's current Conflict of Interest Code was adopted on September 27, 2022, by resolution No. 2022-84 (attached) and is overdue for updating. Specifically, there are some new positions that may need to be added as a designated position.

Removal of the following positions:

- Assistant Fire Chief
- Associate Planner

Title update of the following positions to Community Services:

- Parks and Recreation Director to Community Services Director
- Library Director to Deputy Director of Community Services, Library

Addition of the following positions:

- Deputy City Manager
- Finance Manager
- Program Manager
- Human Resources Manager
- Senior Management Analyst
- Project Manager

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

GOAL:

Goal 7: Enhance Organizational Effectiveness
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[2025 Resolution Conflict of Interest](#)

[2022-84 RESCINDING RESOLUTION 2020-89 ADOPT REVISED CONFLICT OF INTEREST CODE](#)

[Attachment 3 - St Helena - CIC - 2025 \(Legislative\) - REDLINED](#)

[Attachment 3 - St Helena - CIC - 2025 CLEAN](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION RESCINDING RESOLUTION 2022-84 AND ADOPTING A REVISED
CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM
ACT OF 1974 FOR THE CITY OF ST. HELENA**

RECITALS

- A. The City of St. Helena is required to adopt a Conflict of Interest Code by the Political Reform Act of 1974 (Government Code section 81000 et. seq.) (hereinafter referred to as "Act").
- B. The Fair Political Practices Commission (hereinafter referred to as "FPPC") has adopted a regulation (2 California Code of Regulations section 18730) containing a model Conflict of Interest Code ("Model Code"), which if adopted by reference along with a list of designated employees required to file Statements of Economic Interest and a list of what types of economic interests those designated employees are required to disclose, will constitute the Conflict of Interest Code required by the Act.
- C. The City Council has adopted a Conflict of Interest Code for the City, which is reviewed biennially to determine whether amendments are required and has been amended over time to incorporate changes in regulations, departmental organizational structure and changes in job classifications.
- D. The current Conflict of Interest Code for the City was adopted by the City Council on September 27, 2022, via Resolution No. 2022-84.
- E. Resolution No. 2022-84 adopted the Model Code by reference, as it may be amended from time to time by the FPPC, and a list of designated employees and disclosure categories attached as Appendix "A" to the resolution.
- F. The Council desires to revise the list of designated employees and disclosure categories required to file a Statement of Economic Interest contained in Appendix "A" to Resolution No. _____.

RESOLUTION

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

1. The recitals above are incorporated herein by this reference, and the adoption of the Model Code, as it may be amended from time to time by the FPPC, is hereby confirmed.
2. Appendix "A" to Resolution No. 2022-84 is hereby rescinded and replaced by Exhibit "A" to this Resolution.

Approved at a Regular Meeting of the St. Helena City Council on August 12, 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

RESOLUTION NO. 2022-84

**RESOLUTION RESCINDING RESOLUTION 2020-89 AND ADOPTING A REVISED
CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM
ACT OF 1974 FOR THE CITY OF ST. HELENA**

RECITALS

- A. The City of St. Helena is required to adopt a Conflict of Interest Code by the Political Reform Act of 1974 (Government Code section 81000 et. seq.) (hereinafter referred to as "Act").
- B. The Fair Political Practices Commission (hereinafter referred to as "FPPC") has adopted a regulation (2 California Code of Regulations section 18730) containing a model Conflict of Interest Code ("Model Code"), which if adopted by reference along with a list of designated employees required to file Statements of Economic Interest and a list of what types of economic interests those designated employees are required to disclose, will constitute the Conflict of Interest Code required by the Act.
- C. The City Council has adopted a Conflict of Interest Code for the City, which is reviewed biennially to determine whether amendments are required and has been amended over time to incorporate changes in regulations, departmental organizational structure and changes in job classifications.
- D. The current Conflict of Interest Code for the City was adopted by the City Council on September 8, 2020 via Resolution No. 2020-89.
- E. Resolution No. 2020-89 adopted the Model Code by reference, as it may be amended from time to time by the FPPC, and a list of designated employees and disclosure categories attached as Appendix "A" to the resolution.
- F. The Council desires to revise the list of designated employees and disclosure categories required to file a Statement of Economic Interest contained in Appendix "A" to Resolution No. 2022-84.

RESOLUTION

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

1. The Recitals above are incorporated herein by this reference, and the adoption of the Model Code, as it may be amended from time to time by the FPPC, is hereby confirmed.
2. Appendix "A" to Resolution No. 2020-89 is hereby rescinded and replaced by Exhibit "A" to this Resolution.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2022, by the following vote:

Mayor Ellsworth: Yes

Vice Mayor Dohring: Yes

Councilmember Chouteau: Yes

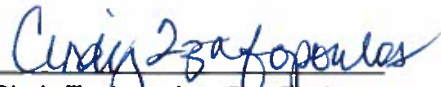
Councilmember Hall: Yes

Councilmember Hardy: Yes

APPROVED:

ATTEST:


Geoff Ellsworth, Mayor


Cindy Tzafopoulos, City Clerk



Appendix A

Conflict of Interest Code Of the City of St. Helena (Amended September 27, 2022)

The Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted 2 Cal. Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of St. Helena ("City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, all other officials and designated positions required to submit a statement of economic interests shall file their statements using St. Helena City eDisclosureDocs system. The City Clerk shall make all statements available for public inspection on the City's website and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years as required pursuant to Government Code section 53235 (AB 1234). The City Clerk, as the City's Filing Officer, shall provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF ST. HELENA
PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other city officials who manage public investments, as defined by 2 Cal. Code of Regs, section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. (Regulation § 18730(b)(3)).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are "other city officials" who manage public investments.¹ These positions listed here for informational purposes only.

Administrative Services Director
Finance Director

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Assistant Administrative Services Director	4
Assistant City Manager	1, 2
Assistant to the City Manager	4
Asst. City Attorney	1, 2
Chief of Police	5
Police Lieutenant	5
Fire Chief	5
Assistant Fire Chief	5
Fire Captain	5
Community Development Director	1, 2
Senior Planner	2, 3, 6
Associate Planner	2, 3, 6
Chief Building Official	2, 3, 6
City Clerk	5
Public Works Director and City Engineer	1, 2
Parks & Recreation Director	5
Recreation Manager	5
Library Director	5
Assistant Public Works Director	5
Management Analyst	5
Public Works Operations Manager	5
Public Works Assistant Operations Manager	5
Senior Civil Engineer	2, 3, 5
Consultants ²	

Note: Electronic Statements of Economic Interest for the following are electronically sent to the Fair Political Practices Commission: City Manager, City Attorney, City Treasurer, Finance Director, Mayor and City Council, and Planning Commissioners.

² Consultants. Contract consultants shall disclose their material financial interests in regard to all of the disclosure categories, subject to the following limitation:

The City Manager may determine in writing on a case-by-case basis that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

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PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property that the designated employee must disclose for each disclosure category to which the designated is assigned³. "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property that are located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, products, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's department, unit, or division.

Category 6: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments from business entities subject to the regulatory, permit, or licensing authority of the designated employee's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with, or bearing upon, the functions or duties of the position. Regulation § 18730.1.

Conflict of Interest Code
Of the City of St. Helena
(Amended ~~September 27, 2022~~August 12, 2025)

The Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted 2 Cal. Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of St. Helena ("City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, all other officials and designated positions required to submit a statement of economic interests shall file their statements using St. Helena City eDisclosureDocs system. The City Clerk shall make all statements available for public inspection on the City's website and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years as required pursuant to Government Code section 53235 (AB 1234). The City Clerk, as the City's Filing Officer, shall provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF ST. HELENA
PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the ~~City Treasurer~~ Administrative Services Director, and all other city officials who manage public investments, as defined by 2 Cal. Code of Regs, section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. (Regulation § 18730(b)(3)).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are "other city officials" who manage public investments.¹ These positions listed here for informational purposes only.

Administrative Services Director
~~Finance Director~~

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

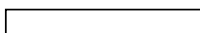
DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Assistant Administrative Services Director	4
Assistant City Manager	1, 2
Assistant to the City Manager	4
Asst. City Attorney	1, 2
Chief of Police	5
Police Lieutenant	5
Fire Chief	5
~~Assistant Fire Chief~~	~~5~~
Fire Captain	5
Community Development Director	1, 2
Senior Planner	2, 3, 6
~~Associate Planner~~	~~2, 3, 6~~
Chief Building Official	2, 3, 6
City Clerk	5
Public Works Director and City Engineer	1, 2
~~Parks & Recreation Director~~ <u>Community Services Director</u>	5
Recreation Manager	5
~~Library Director~~ <u>Deputy Director of Community Services - Library</u>	5
Assistant Public Works Director	5
Management Analyst	5
Public Works Operations Manager	5
Public Works Assistant Operations Manager	5
Senior Civil Engineer	2, 3, 5
<u>Deputy City Manager</u>	<u>1, 2</u>
<u>Finance Manager</u>	<u>1, 2</u>
<u>Program Manager</u>	<u>5</u>
<u>Human Resources Manager</u>	<u>5</u>
<u>Senior Management Analyst</u>	<u>5</u>
<u>Treatment Plant Manager</u>	<u>4</u>
<u>Project Manager</u>	<u>4</u>
Consultants ²	

Note: Electronic Statements of Economic Interest for the following are electronically sent to the Fair Political Practices Commission: City Manager, City Attorney, ~~City Treasurer,~~ ~~Finance Director~~Administrative Services Director, Mayor and City Council, and Planning Commissioners.

² Consultants. Contract consultants shall disclose their material financial interests in regard to all of the disclosure

categories, subject to the following limitation:

The City Manager may determine in writing on a case-by-case basis that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property that the designated employee must disclose for each disclosure category to which the designated is assigned ³. "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property that are located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, products, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's department, unit, or division.

Category 6: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments from business entities subject to the regulatory, permit, or licensing authority of the designated employee's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with, or bearing upon, the functions or duties of the position. Regulation § 18730.1.

Conflict of Interest Code
Of the City of St. Helena
(Amended August 12, 2025)

The Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted 2 Cal. Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of St. Helena ("City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, all other officials and designated positions required to submit a statement of economic interests shall file their statements using St. Helena City eDisclosureDocs system. The City Clerk shall make all statements available for public inspection on the City's website and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years as required pursuant to Government Code section 53235 (AB 1234). The City Clerk, as the City's Filing Officer, shall provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF ST. HELENA
PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the Administrative Services Director, and all other city officials who manage public investments, as defined by 2 Cal. Code of Regs, section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. (Regulation § 18730(b)(3)).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are "other city officials" who manage public investments.¹ These positions listed here for informational purposes only.

Administrative Services Director

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Assistant Administrative Services Director	4
Assistant City Manager	1, 2
Assistant to the City Manager	4
Asst. City Attorney	1, 2
Chief of Police	5
Police Lieutenant	5
Fire Chief	5
Fire Captain	5
Community Development Director	1, 2
Senior Planner	2, 3, 6
Chief Building Official	2, 3, 6
City Clerk	5
Public Works Director and City Engineer	1, 2
Community Services Director	5
Recreation Manager	5
Deputy Director of Community Services - Library	5
Assistant Public Works Director	5
Management Analyst	5
Public Works Operations Manager	5
Public Works Assistant Operations Manager	5
Senior Civil Engineer	2, 3, 5
Deputy City Manager	1,2
Finance Manager	1,2
Program Manager	5
Human Resources Manager	5
Senior Management Analyst	5
Treatment Plant Manager	4
Project Manager	4
Consultants ²	

Note: Electronic Statements of Economic Interest for the following are electronically sent to the Fair Political Practices Commission: City Manager, City Attorney, Administrative Services Director, Mayor and City Council, and Planning Commissioners.

² Consultants. Contract consultants shall disclose their material financial interests in regard to all of the disclosure categories, subject to the following limitation:

The City Manager may determine in writing on a case-by-case basis that a particular consultant, although a "designated

position" is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property that the designated employee must disclose for each disclosure category to which the designated is assigned ³. "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property that are located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, products, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's department, unit, or division.

Category 6: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments from business entities subject to the regulatory, permit, or licensing authority of the designated employee's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with, or bearing upon, the functions or duties of the position. Regulation § 18730.1.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 12, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of a Resolution authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Beauchaine Consulting Group, LLC to provide public management consulting services related to labor negotiations for an additional \$50,000 for a total amount not-to-exceed \$100,000, which is included in the FY 2025-26 Operating Budget.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	July 23, 2024 - Authorized the City Manager to execute a Professional Services Agreement in an amount not-to-exceed \$50,000.
STATEMENT OF THE PURPOSE:	The purpose is the execute an agreement with Beauchaine Consulting Group to provide services to the City of St. Helena related to labor relations, including negotiations for the labor contracts that expire on June 30, 2026.
FINANCIAL IMPACT:	The total Financial Impact of \$50,000 has been included in the approved FY 2025-26 Operating Budget utilizing General Fund in GL Account 101-43-10-21-45.

BACKGROUND:

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

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

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

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

Each of the existing agreements were negotiated for a specific term during Spring of 2025 for a one-year term and are due to expire on June 30, 2026. In order to make amendments to the existing conditions of the agreements, which includes updating the term of the agreement, the City is required to engage in discussions ("meet and confer") with each of the bargaining groups involved to reach mutual agreements on proposed updates.

DISCUSSION:

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

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

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

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

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

[Resolution Beauchaine Consulting Group PSA](#)
[Beauchaine Consulting Group Amendment #1](#)
[STH Contract FY2025-002 Public Management Consulting](#)

CITY OF ST. HELENA

RESOLUTION No. 2025 -

Authorizing the City Manager execute Amendment No. 1 to the Professional Services Agreement with Beauchaine Consulting Group, LLC for public management consulting services related to labor negotiations for an additional amount of \$50,000 and a total amount not-to-exceed \$100,000.

RECITALS

- A. The City of St. Helena currently has three formally recognized bargaining groups, which include, St. Helena Employees Association, St. Helena Police Officers' Association, and St. Helena Professional Firefighters Association; and
- B. The City negotiated a collective bargaining agreement or Memorandum of Understanding with each of the bargaining groups that establishes an agreement on topics such as wages, hours, and terms and conditions of employment; and
- C. The City has one additional full-time employee group that is unrepresented, which consists of Department Heads and Mid-Managers. Wages, hours, and terms and conditions of employment for the unrepresented group are outlined in the Unrepresented Compensation Program; and
- D. Each of the existing agreements were negotiated for a specific term during Spring of 2025 for a one-year term and are due to expire on June 30, 2026; and
- E. In order to make amendments to the existing conditions of the agreements, which includes updating the term of the agreement, the City is required to engage in discussions ("meet and confer") with each of the bargaining groups involved to reach mutual agreements on proposed updates; and
- F. Beauchaine Consulting Group, LLC (BCG) has extensive experience in major Human Resources functions with a special emphasis on employee & labor relations, negotiations, memorandum of understanding and collective bargaining agreement draft review, police & fire, as well as policy & personnel rules review and updating
- G. The City of St. Helena and BCG now desire to amend the Professional Services Agreement to continue to provide public management consulting services related to labor negotiations in the amount of \$50,000 for a total amount not-to-exceed \$100,000.

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Beauchaine Consulting Group, LLC (BCG) to continue

to provide public management consulting services related to labor negotiations in the amount of \$50,000 for a total amount not-to-exceed \$100,000.

2. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
Previously authorized in FY 2025-26 Operating Budget	General Fund	101-43-10-21-45	\$50,000

Approved at a Regular Meeting of the St. Helena City Council on August 12, 2025, by the following vote:

Mayor Dohring: _____
Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

**AMENDMENT NO. 1 TO STH CONTRACT FY2025-002 FOR PROFESSIONAL
SERVICES WITH BEAUCHAINE CONSULTING GROUP, LLC.**

This Amendment No. 1 to Professional Services Agreement dated July 1, 2024 ("Agreement") is made as of this 1st day of July 2025 by and between the City of St. Helena, a municipal corporation ("City"), and Beauchaine Consulting Group, LLC. ("Consultant").

RECITALS

- A. On July 1, 2024, the City and Beauchaine Consulting Group, LLC (Consultant) entered into the Professional Services Agreement ("Agreement") to provide public management consulting services related to labor negotiations for an amount not to exceed \$50,000; and
- B. The City negotiated a collective bargaining agreement or Memorandum of Understanding with each of the bargaining groups that establishes an agreement on topics such as wages, hours, and terms and conditions of employment and completed the process in Spring 2025; and
- C. Each of the existing agreements were negotiated for a one-year term and are due to expire on June 30, 2026; and
- D. The City Council desires to enter into this Amendment No. 1 in the amount of \$50,000 to the Agreement for Consultant Services with Beauchaine Consulting Group, LLC to provide public management consulting services.
- E. The total amended contract not-to-exceed \$100,000.

AGREEMENT

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

- 1. Section 4. Compensation of the Agreement is hereby amended to increase the authorized compensation under the Agreement by the amount of \$50,000, for a total amended contract not to exceed \$100,000; and
- 2. Section 2. The Scope of Services for the Agreement is hereby amended to provide that Consultant will serve as the City's Labor Negotiations Advisor and Labor Negotiator through June 30, 2026 and to include updated hourly fees as indicated in Exhibit A included in Amendment No. 1; and
- 3. All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

CITY OF ST. HELENA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: Anil Comelo

Print Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

Hourly Fees

Generally, our fees for services are calculated based upon the applicable hourly rates for those professionals who perform the work at hand. Our schedule of hourly rates for such personnel is based on experience, education, training, and skill. Our 2025 schedule for the City of St. Helena is as follows, which represents a discounted rate for local and current clients after our July 1, 2024 increases:

Position	Billable Rate	
Consultant	\$	225.00
Investigator	\$	245.00
Accounting Manager	\$	175.00
Senior Accountant	\$	150.00
Accountant	\$	125.00
Analyst	\$	125.00
Admin	\$	100.00
*\$30 per hour may be added for onsite work		

STH Contract FY2025-002

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A. Total compensation shall not exceed fifty thousand dollars (\$50,000.00) unless additional compensation is approved in accordance with Section 2.

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

Page 1 of 12

Beauchaine Consulting Group Public Management Consulting 070124

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its agents, officers, officials, employees, representatives, and volunteers (the "Indemnitees") from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses

in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of the Indemnifying Party, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and the Indemnifying Party agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against Indemnitees, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – 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,

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accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

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

SECTION 17 – LIMITATION OF LIABILITY

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

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

SECTION 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

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

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

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

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

SECTION 30 – STATUTES OF LIMITATION

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

SECTION 31 – ORDER OF PRECEDENCE

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

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

Consultant:

By: Stephanie Beauchaine

Name: Managing Member

Title: Stephanie N. Beauchaine Digitally signed by Stephanie N. Beauchaine
Date: 2024.07.16 23:32:03 -0700

City:

By: 

Name: Anil Comelo

Title: City Manager

Approved as to Form:

By: 

Name: Ethan Walsh

Title: City Attorney

EXHIBIT A**Scope of Services**

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

Hourly Fees

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

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

*\$25 per hour may be added for onsite work



Engagement Letter

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

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

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

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

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

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

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



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

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

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

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



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 12, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of a Resolution Updating the City of St. Helena Authorized Signatories with the Local Agency Investment Fund (LAIF) of the California State Treasury.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve a resolution authorizing signatories with LAIF to allow certain individuals to transfer funds.
FINANCIAL IMPACT:	There is no financial impact associated with this report.

BACKGROUND:

Section 16429.1 of the California Government Code established the Local Agency Investment Fund (LAIF) in 1977 as an investment option for California local governments. Administered by the State Treasurer, LAIF offers a secure and convenient way for agencies to invest public funds. One of LAIF's key advantages is its high liquidity, funds can be deposited or withdrawn on a daily basis, while still earning competitive yields.

For the City, LAIF serves as a vital tool for managing cash flow, ensuring 24-hour access to operating funds. Access to LAIF accounts is governed by the LAIF Authorization for Transfer of Funds form, which requires each agency to identify individuals authorized to initiate deposits and withdrawals on behalf of the agency. The form also requires verification of the agency's banking information.

Any updates to authorized personnel or banking details must be accompanied by the agency's most recent resolution approving participation in LAIF, along with documentation confirming the appointees' identities and positions. These materials must be submitted together with the request form to ensure proper authorization and account security.

DISCUSSION:

The City recently contacted LAIF to verify the individuals currently authorized to conduct transactions on its behalf after the Administrative Services Director was informed they did not have authority. According to LAIF, the most recent resolution they have on file is Resolution 82-15. However, City records show that Resolution 82-15 was rescinded on

April 8, 1985, and replaced by Resolution 85-17, which was subsequently rescinded and replaced by Resolution 87-19 on August 10, 1987.

As a result, the City must adopt a new resolution in the format required by LAIF to ensure accurate and up-to-date authorization records. The purpose of this resolution is to formally update the list of individuals authorized to initiate deposits and withdrawals on behalf of the City, aligning LAIF's records with current City management. The proposed authorized signatories are: (1) City Manager, (2) Assistant City Manager, (3) Administrative Services Director, (4) Finance Manager. Updating the resolution will safeguard the City's access to its LAIF account and maintain compliance with state investment requirements.

The City recognizes the importance to generating additional revenue through investment earnings while prioritizing the safety and liquidity of public funds. One underutilized opportunity with the City's investment strategy is the Local Agency Investment Fund (LAIF), which offers a secure and liquid option for idle cash.

Preliminary estimates suggest that if the City had invested an additional \$8 million in LAIF beginning July 1, 2022, it could have earned an average of approximately \$310,000 annually or roughly \$924,000 over a three-year period. The estimated investment earnings of approximately \$924,000 over a three-year period (July 1, 2022 – June 30, 2025) are based on a simple compounding interest calculation using actual quarterly LAIF interest rates and assuming an initial additional investment of \$8 million. The calculation applies the following assumptions:

- Interest is calculated quarterly using the actual LAIF quarterly apportionment rates published by the State Treasurer's Office.
- Interest earned each quarter is reinvested and added to the principal for the subsequent quarter, effectively compounding the investment.
- No additional contributions or withdrawals occur during the period.
- Calculations do not include fees or external factors affecting fund balances.

These earnings reflect a conservative, but realistic scenario based on historical LAIF performance and demonstrate the potential fiscal benefit of a more strategic approach to short-term cash investments. The earnings would have been distributed proportionally across all funds eligible to receive interest income, thereby improving the overall financial position of the City.

Moving forward, the City will collaborate closely with its Municipal Advisor and the Finance Committee to develop policy recommendations aimed at optimizing investment returns while maintaining the safety and liquidity of public funds. This proactive approach will ensure the City's investment strategy is both fiscally responsible and aligned with best practices, ultimately enhancing long-term financial sustainability.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution Local Agency Investment Fund \(Fund\)](#)

CITY OF ST. HELENA

RESOLUTION No. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) IN ACCORDANCE WITH GOVERNMENT CODE SECTION 16429.1 AND APPROVING A LIST OF DESIGNATED CITY OFFICERS AUTHORIZED TO ORDER DEPOSITS AND WITHDRAWALS OF FUNDS IN THE LOCAL AGENCY INVESTMENT FUND.

RECITALS

- A. The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and
- B. The City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City; and
- C. That the City Council hereby authorizes the deposit and withdrawal of the City of St. Helena monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided herein.

RESOLUTION

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

- 1. The following City officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Anil Comelo	Joseph Leach	Mandy Kellogg	Martin Beltran
_____ City Manager	_____ Assistant City Manager	_____ Administrative Services Director	_____ Finance Manager
_____ (signature)	_____ (signature)	_____ (signature)	_____ (signature)

- 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

Approved at a Regular Meeting of the St. Helena City Council on August 12, 2025, by the following vote:

Mayor Dohring: _____
Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 12, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Authorizing a resolution approving a three-year Professional Services Agreement for Professional Auditing Services with Harshwal & Company, LLP in the amount not-to-exceed of \$29,600 in the first year, \$30,880 in the second year, and \$32,230 in the third year for a total \$92,710 over the three-year term.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to execute an agreement to provide Professional Auditing Services for a three-year period to audit and assist financial statements for the fiscal years ending June 30, 2025, June 30, 2026, and June 30, 2027.
FINANCIAL IMPACT:	The total Financial Impact is \$29,600 in FY 2025-26, \$30,880 in FY 2026-27, and \$32,230 in FY 2027-28 for a total not-to-exceed \$92,710 over the three-year term. Year 1 and Year 2 funding has been included in the Adopted FY 2025-26 and FY 2026-27 Biennial Operating Budget.

BACKGROUND:

State law requires local governments to publish a complete set of audited financial statements by December 31st of each year. The Annual Comprehensive Financial Report (ACFR) is published annually to fully disclose the City's financial information, as well as to comply with state and federal requirements and bond covenants.

The financial audit and the preparation of the financial statements takes place over several months, beginning just after the end of the fiscal year and continuing through the time the books are closed and the ACFR is published. Staff coordinates with the auditors to ensure that the work is completed accurately and timely.

DISCUSSION:

The City contracts for an annual independent audit of its financial statements. The City has contracted with Brown Armstrong Accountancy Corporation for audit services for the past five years. Although the City has been satisfied with the services of the previous auditor, the contract expired after completion of the FY 2023-24 audit.

The Government Finance Officers Association (GFOA) best practices for audit procurement recommends periodically rebidding audit services to maintain auditor independence and to ensure competitive pricing. In addition, GFOA recommends awarding contracts for at least five years, which are often structured as a three-year contract with options to renew, which allows auditors to gain a better understanding of the entity while still enabling periodic competition.

A request for proposals for Professional Auditing Services was issued on May 23, 2025, with responses due to the City on or before June 20, 2025. The City of St. Helena requested proposals from qualified firms of certified public accountants for a three-year contract to prepare and audit its financial statements for fiscal years ending June 30, 2025, 2026, and 2027. An option to extend the contract for fiscal years ending June 30, 2028, and 2029 may be exercised by the City through an approved amendment.

A total of three proposals were received by the deadline of June 20, 2025. During the week of July 28, 2025, proposals were reviewed, and all three firms were interviewed by the Administrative Services Director, Finance Manager, and a qualified member of the public.

After conducting the interviews, it was determined that Harshwal & Company, LLP would be recommended as the firm to prepare and audit the City's Financial statements for the upcoming cycles. Harshwal & Company, LLP selection was based on a variety of factors including:

- Comprehensive Audit Team which will be assigned to St. Helena
- Technical experience and professional qualification
- Extensive partner involvement throughout the audit process
- Understanding of reporting requirements and deadlines

Staff anticipated an annual cost for professional audit services at \$50,000 per year, which was included and approved in the FY 2025-26 and FY 2026-27 Biennial Operating Budget. Harshwal & Company, LLP, included the All-Inclusive Maximum costs per year being audited as follows:

Description	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
SCO Reports	2,600	2,730	2,870	3,010	3,160
City Audit/ACFR	23,000	24,150	25,360	26,625	27,955
Single Audit	4,000	4,000	4,000	4,000	4,000
Total	29,600	30,880	32,230	33,635	35,115

ENVIRONMENTAL REVIEW: None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution - Professional Audit Services](#)

[PSA Harshwal Professional Auditing Services 2025.08.12](#)

[City of St. Helena - Proposal to Provide Professional Auditing Services \(HCLLP\)](#)

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

Resolution approving a three-year Professional Services Agreement with Harshwal & Company, LLP in the amount of \$29,600 for the first year, \$30,880 for the second year, and \$32,230 for the third year for a total not-to-exceed of \$92,710 over a three-year term for professional audit services.

RECITALS

- A. The City desires to hire a Consultant to furnish professional auditing services for the preparation of a complete set of audited financial statements; and
- B. Harshaw & Company LLP has represented that they have the necessary expertise, experience, and qualifications to perform the required duties.
- C. Therefore, the City desires to enter into a three-year agreement to prepare and audit its financial statements for fiscal years ending June 30, 2025, 2026, and 2027, with an option for fiscal years ending June 30, 2028, and 2029 that may be exercised by the City through an approved amendment, for an amount not-to-exceed \$92,710 for the three-year period.

RESOLUTION

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

1. Authorize the City Manager to execute the Professional Services Agreement with Harshwal & Company, LLP, in the amount of \$29,600 for the first year, \$30,880 for the second year, and \$32,230 for the third year for a total not-to-exceed of \$92,710 over a three-year term for professional audit services.

2. Funding is as follows:

Description	Fund	GL Account	Amount
Previously Authorized in the FY 2025-26 Operating Budget	General Fund	101-43-00-21-45	29,600
Previously Authorized in the FY 2026-27 Operating Budget	General Fund	101-43-00-21-45	30,880
Budget will be Requested	General Fund	101-43-00-21-45	32,230

in FY 2027-28 Operating Budget			
Total Cost for Three-Year Agreement			92,710

Approved at a Regular Meeting of the St. Helena City Council on August 12, 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 August 12, 2025 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Harshwal & Company, LLP (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Auditing 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 \$29,600 for Year 1, \$30,880 for Year 2, and \$32,230 for Year 3, for a total not-to-exceed of \$92,710 over a three-year term for professional auditing services with an option two extend for two additional years, unless additional compensation is approved in accordance with Section 2.

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

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Harshwal & Company, LLP August 12, 2025

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).
- 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: \$1,000,000 per accident for bodily injury and property damage.

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 \$1,000,000 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.

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SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

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report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

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Harshwal & Company, LLP August 12, 2025

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-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: Harshwal & Company, LLP
11405 W. Bernardo Court, Suite A
San Diego, CA 92127

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name:
Title:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A**Scope of Services**

Conduct an audit of the financial statement of the City for the fiscal years ending June 30, 2025, through June 30, 2027, with an option to extend for two (2) additional fiscal years, in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements. The scope of work shall include but is not limited to:

- Perform a financial and compliance audit of the City to determine (a) whether the combined financial statements of the City fairly presents the financial position and the results of financial operations in accordance with GAAP and (b) whether the City has complied with laws and regulations that may have material effect upon the financial statements.
- Examine the City's internal accounting controls and accounting procedures and render written reports of our findings and recommendations to the Administrative Services Director. The examination will be made, and reports rendered in accordance with generally accepted government auditing standards. In addition, we will communicate to the Administrative Services Director any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
- Make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware of to the Administrative Services Director and City Manager.
- Include all funds of the City and any component units in the audit.
- Perform a single audit under the requirements of the Federal Government's program, if required.
- Submit a management letter setting forth our findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to (a) improvement in systems of internal control, (b) improvement in accounting system, (c) apparent noncompliance with laws, rules, regulations, and (d) any other material matter coming to the attention of the firm during the conduct of the examination.
- Prepare the City and required component units the Annual Streets Report and the Annual Financial Transactions Report to the State Controller's Office and file the reports electronically with the State Controller's Office before the required deadline each fiscal year.
- Prepare the City's Annual Comprehensive Financial Report (ACFR).

Timeline

Milestones	Tentative Timeline for FY 2025
Planning, risk assessment and system evaluation	Just after agreement execution
Interim field work	August 2025
Final audit field work to be completed	Last week of October 2025 or before
Draft audit reports and management letter for review	2 nd week of November 2025 or before
Final audit reports and management letter	Last week of November 2025 or before

Compensation

Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price				
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	13	\$ 350	\$ 350	\$ 4,550.00
Manager	24	\$ 225	\$ 225	\$ 5,400.00
Supervisory Staff	45	\$ 150	\$ 150	\$ 6,750.00
Staff	100	\$ 120	\$ 120	\$ 12,000.00
Other (Clerical Staff):	10	\$ 90	\$ 90	\$ 900.00
Sub-total	192			\$ 29,600.00
Out-of-pocket Expenses:				\$ -
Total				\$ 29,600.00

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
State Controller's Reports:					
City Annual Report of Financial Transactions & Streets Report	\$ 2,600.00	\$ 2,730.00	\$ 2,870.00	\$ 3,010.00	\$ 3,160.00
City Audit/ACFR	\$ 23,000.00	\$ 24,150.00	\$ 25,360.00	\$ 26,625.00	\$ 27,955.00
Single Audit**	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Total	\$ 29,600.00	\$ 30,880.00	\$ 32,230.00	\$ 33,635.00	\$ 35,115.00

Fees for subsequent fiscal years audit will include an annual inflationary adjustment of 5%.

***Single audit fees are based on the one (1) major program. The price for auditing each additional major program will be \$3,500.00.*



City of St. Helena

***Proposal to Provide Professional Auditing Services
for the Fiscal Years Ending June 30, 2025, through June 30, 2027,
with an Option to Extend for Two (2) Additional Fiscal Years***

Submitted by:



***11405 W. Bernardo Court, Suite A,
San Diego, CA 92127
Phone: (858) 939-0017***

June 19, 2025

Contact Person

***Managing Partner: Sanwar Harshwal, CPA
Cell Phone: (858) 784-1622
Federal Employer ID Number: 27-0741376
Email: sanwar@harshwal.com | Website: www.harshwal.com***



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June 19, 2025

City of St. Helena
ATTN: Mandy Kellogg, Administrative Services Director
1088 College Avenue,
St. Helena, CA 94574

Dear Mandy Kellogg and Evaluation Committee Members,

The partners and staff at Harshwal & Company, LLP are pleased to present our proposal to provide professional auditing services. Our firm has experienced continuous growth and success as we meet and exceed client expectations. Our overall goal is to provide responsive, innovative services of the highest quality to our clients.

We understand that the City of St. Helena (referred to later in this proposal as the "City") requires us to conduct a timely audit of the City. We are committed to meeting all terms, conditions, and requirements addressed in this request for proposal (RFP). With our experience and knowledge, we fully understand the requirements and your expectations for the services to be provided.

We believe our firm is the best qualified to perform this engagement because our audit services are best performed by utilizing specialized resources and technical proficiency. Our expertise in governmental auditing and accounting combined with our vast access to resources empowers us to solve challenges encountered during the audit. Our highly trained engagement team will maintain a knowledgeable, yet, non-intrusive, approach to the audit to deliver an audit that is of exceptional quality that requires minimal disruptions of the City's on-going operations.

Understanding of the Work to be Done:

We understand that you require us to conduct an audit of the financial statement of the City for the fiscal years ending June 30, 2025, through June 30, 2027, with an option to extend for two (2) additional fiscal years, in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements. Kindly refer to the "Scope of Work" section for a detailed scope.

Ability to Perform the Work Within Provided Time Frame:

Harshwal & Company, LLP is benchmarked for providing the work within the time frame requested. Our team is committed to completing the audit on time, as they are fully equipped with contemporary technology, which will add value to the successful and timely delivery of the audit. We are responsive and solution oriented, providing quick responses on matters that require immediate attention, hence enhancing the quality of our audit. We focus on staff continuity, which enables us to develop and maintain an in-depth understanding of your operations, management style, and operating practices, which ultimately allows us to offer you experienced resources, value-added services, specialization, and overall better personal service, which again unequivocally results in a timely submission of the audit report.



Why Harshwal & Company, LLP:

- Extensive partner involvement on each engagement
- Presence of a manager and/or CPA always on-site during fieldwork
- Consistent and experienced staff
- Timeliness of communications
- Proactive approach in addressing complex issues early in the engagement
- Availability to clients as a specialized resource
- Professionalism with understanding

Client Confidentiality and Security:

- At Harshwal & Company, LLP, we are committed to safeguarding client information. Maintaining trust is one of the core values of our firm. Since your privacy is a priority to us, we will not share non-public information about you with third parties without your consent.
- In order to facilitate a highly secure method for exchanging electronic files between our firm and our clients, we have implemented a secure, trackable method for sharing large files via a hosted website called ***Suralink***.
- All laptops of our audit and tax professionals are encrypted to protect our clients' information.

Our managing partner, Mr. Sanwar Harshwal, is authorized to represent the firm and he is the authorized person to contractually obligate the firm, to negotiate the contract on behalf of the firm and to be contacted for clarifications. He can be reached at 11405 W. Bernardo Court, Suite A, San Diego, CA 92127; Phone No. (858) 784-1622, or via an email at sanwar@harshwal.com.

Harshwal & Company, LLP is a GSA vendor and a 100% minority owned CPA firm.

We thank you for your consideration and hope that you will provide us with the opportunity to serve your esteemed organization with our services.

Sincerely,

**Harshwal & Company, LLP
Certified Public Accountants**

**Sanwar Harshwal, CPA, CIA, CISA, CFE
Managing Partner**





Proposal to Provide Professional Auditing Services

DETAILED PROPOSAL

INDEPENDENCE

We are independent of the City of St. Helena as defined by generally accepted auditing standards issued by the U.S. General Accounting Office's *Government Auditing Standards*. Before accepting any new engagement, we conduct a thorough check to ensure that there are no conflicts of interest or independence issues. This procedure is in compliance with the independence requirements of all regulatory agencies and, specifically, in compliance with the Standard for Audit of Governmental Organizations, Programs, and Activity Functions, as published by the U.S. General Accounting Office (GAO). If selected as your audit firm, we will maintain and monitor our independence as well as reassess our independence with respect to your organization on an annual basis. We will continue to evaluate our independence as your external auditors and will give the City written notice of any professional relationships involving the City and its component unit, if entered into, during the period of the audit contract.

No Conflict of Interest Statement

Harshwal & Company, LLP does not have any past or current business or other relationship with the City and its component units. We also hereby agree that no member, officer, or employee of the City, no member of the local governing body of the locality in which the City is located and no other public official who exercises any function or responsibilities with respect to the City, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

LICENSE TO PRACTICE IN CALIFORNIA

The firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO's Government Auditing Standards to perform the proposed audits.

 DEPARTMENT OF CONSUMER AFFAIRS		 Renewal Certificate	CALIFORNIA BOARD OF ACCOUNTANCY 2450 VENTURE OAKS WAY, SUITE 300 SACRAMENTO, CA 95833 TELEPHONE: (916) 263-3680 FACSIMILE: (916) 263-3672
CERTIFIED PUBLIC ACCOUNTANT PARTNERSHIP			
REGISTRATION RECEIPT NO.	PAR 7299 32832084	VALID UNTIL OCTOBER 31, 2025	
HARSHWAL & COMPANY LLP 11405 W BERNARDO CT UNIT A SAN DIEGO CA 92127		In accordance with the provisions of Chapter 1, Division 3 of the Business and Professions Code, the firm named hereon is duly registered and entitled to practice as a Partnership.	
10/10/23 10/10/23			
----- POST IN PUBLIC VIEW -----			
WABPAR 04/12/17			





Proposal to Provide Professional Auditing Services

FIRM QUALIFICATIONS AND EXPERIENCE

Firm's Background

Harshwal & Company, LLP was founded fifteen (15) years ago and is a locally established firm of CPAs, offering auditing, accounting, management consulting, IT services, and other specialized services to various clients, which consist of state and local governments, counties, special districts, educational entities, tribes and tribal governments, housing authorities, and not-for-profit organizations throughout the United States. Our commitment to our clients has enabled the firm continued growth and success in developing and maintaining strong professional relationships. Our engagement team also has extensive experience in auditing and reviewing financial statements receiving GFOA and CSMFO awards.

The members of the firm have accumulated over four (4) decades of experience in public auditing and accounting, primarily with international certified public accounting firms while employed in high-level supervisory positions. Individually, the partners and management staff are recognized in their respective areas for leadership roles, which they take part in promoting the high ideals of the auditing profession and for producing the highest quality services.

Location of the Office

Harshwal & Company, LLP provides services to clients from two (2) locations. San Diego, CA is the location of our head office, and Albuquerque, NM is the location of our branch office. Our nearest office to the City, **San Diego, CA** office will provide audit services to the City of St. Helena. The address and phone numbers for each of our two offices are listed below:

San Diego, CA Office	11405 W. Bernardo Court, Suite A, San Diego, CA 92127	Phone: (858) 939-0017
Albuquerque, NM Office	6565 Americas Pkwy NE, Suite 800 Albuquerque, NM 87110	Phone: (505) 814-1201

Size of the Firm

Audit Team	Manpower
Managing Partner	01
Additional Partners	01
Audit Manager	02
Operations Manager	01
CPAs and Senior Staff	09
Additional Staff	12
Total	26





Proposal to Provide Professional Auditing Services

Services Provided by the Firm

Harshwal & Company, LLP is a full-service professional firm providing comprehensive services commonly associated with larger firms. The firm is divided into the following departments and provides the following services:

- **Audit Department:** Provides audit services to commercial, governmental and non-profit organizations with a special emphasis on compliance audits in the education, health, and housing industries.
- **Accounting Department:** Provides consulting services in setting up businesses and establishing accounting systems, books, and records; assistance in maintaining business records; and preparing financial statements.
- **Tax Department:** Provides a wide range of tax preparation, tax planning, and consulting for corporations, partnership, and individuals.
- **Management Advisory Services:** Our technical knowledge, training, and business experience enable us to provide a broad range of management advisory services, which includes the following:
 - Designing and assisting in the installation of accounting systems to fit the requirements of a particular business.
 - Analyze existing accounting systems and recommend ways to improve controls and efficiency.
 - Assessment, installation, and modification of computer hardware and software systems.
 - Consulting in management information systems.
 - Providing consultation about the use of management information systems for planning and control and the application of accounting and other controls.

Proposed Audit Team

Name of Team Member	Role	Experience
Sanwar Harshwal, CPA, CIA, CISA, CFE	Managing Partner	40+ Years
Garima Pathak, CA	Audit Manager	08+ Years
Samson Reda, CPA	Senior Auditor	10+ Years
Albert Hwu, CPA	Senior Auditor	10+ Years
Kinjal Patel, CPA	Senior Auditor	07+ Years
Poonam Sharma, CPA	Senior Auditor	07+ Years

One audit manager, two senior auditors, and one staff member will be assigned on a full-time basis, and one staff auditor and two senior auditors will be available on a part-time basis.





Proposal to Provide Professional Auditing Services

Equal Opportunity Employer

Harshwal & Company, LLP is an equal employment opportunity employer and is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all applicable federal and state laws and regulations relating to equality. We prohibit discrimination of qualified persons based on race, religion, color, sex, age, national origin, disability, sexual orientation, military status, or any other characteristic protected by applicable federal, state, or local law.

Substandard Audit Work

Harshwal & Company, LLP and all assigned personnel do not have any record of substandard audit work, outstanding claims nor unsatisfactory performance pending with the any Board of Accountancy. We have never been debarred or suspended, and none of our firm's contracts have ever been rejected for substandard audits by the State Controller's Office (SCO).

Desk & Field Reviews

From time to time, selected Harshwal & Company, LLP's audit engagements are subject to a desk review by federal or other regulators. In all such reviews during the past three years, the reviews have shown our work to be satisfactory, and no disciplinary or other administrative proceedings have resulted from those reviews. There has been no disciplinary action taken against Harshwal & Company, LLP's offices by the AICPA, or any State Board or Society in the last three years. There are also no such actions currently pending.

Disciplinary Action or Pending Litigation

Harshwal & Company, LLP's emphasis on quality has rewarded the firm with an excellent track record regarding claims related to professional services. Harshwal & Company, LLP has an impressive history, free of litigation, penalties and debt, and we have no sanctions or restrictions imposed by professional organizations, regulatory authorities or other government institutions.

Harshwal & Company, LLP has never been debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or from receiving federal contracts, subcontracts or financial assistance or benefits, under Executive Order 12549, "Debarment and Suspension" (24 CRT 85.35) or other federal laws, statutes, codes, ordinances, regulations or rules, at any time during the term of the agreement.

Most Recent External Quality Control Review Report

Harshwal & Company, LLP is a member of the Governmental Audit Quality Center (GAQC) and Employee Benefit Plan Audit Quality Center (EBPAQC) of the American Institute of Certified Public Accountants (the AICPA) and the Center for Audit Quality, an affiliate of the AICPA. One of the requirements of membership in these groups is to have our systems of quality control reviewed by another CPA firm once every three years. Our most recent peer review was completed in 2023, and we received a passing peer review rating.

- **A copy of our most recent Peer Review report is attached below.**
- **Our quality control review includes a review of specific government engagement.**





Proposal to Provide Professional Auditing Services



Report on the Firm's System of Quality Control

February 29, 2024

To Harshwal & Company LLP and the Peer Review
Committee of the CalCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Harshwal & Company LLP (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Harshwal & Company LLP in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Harshwal & Company LLP has received a peer review rating of *pass*.

MUN CPAs, LLP

MUN CPAs, LLP

1760 Creekside Oaks Drive, Suite 160, Sacramento, CA 95833 | www.muncpas.com

GLENDALE • ROSEVILLE • SACRAMENTO • SOUTH LAKE TAHOE • KAUAI





Proposal to Provide Professional Auditing Services



(650) 522-3094
peerreview@calcpa.org

June 06, 2024

Sanwar Harshwal
Harshwal & Company LLP
11405 W Bernardo Ct Ste A
San Diego, CA 92127

Dear Sanwar Harshwal:

It is my pleasure to notify you that on June 06, 2024, the California Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Peer Review Committee

Peer Review Program
The Peer Review Program Team
peerreview@calcpa.org
650-522-3094

cc: Justin Williams

Firm Number: 900005526362

Review Number: 603500



AICPA

Peer Review
Program

Administered by the California Society of CPAs for CA, AK and AZ





Proposal to Provide Professional Auditing Services

Insurance Requirement

We will maintain such insurance coverage during the period of engagement. Harshwal & Company, LLP maintains the following insurance:

1. Professional liability for \$2,000,000 per claim and \$4,000,000 aggregate. The carrier is Hanover Insurance Company.
2. Commercial general liability and property damage for \$2,000,000 per occurrence and \$4,000,000 aggregate. The carrier is Hartford Underwriters Insurance Company.
3. Automobile liability for \$2,000,000. The carrier is Hartford Underwriters Insurance Company.
4. Workers' compensation (statutory amounts and limits) insurance carrier is Hartford Fire and Its P&C Affiliates. The limit of the liability is \$1,000,000.

➤ **A copy of our insurance document is attached below.**





Proposal to Provide Professional Auditing Services



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/02/2024

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 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 McGowanPRO 150 Speen Street Suite 102 Framingham, MA. 01701		CONTACT NAME: PHONE (A/C, No, Ext): 508-656-1300 FAX (A/C, No): 508-656-1399 E-MAIL: ADDRESS:	
INSURED Harshwal & Company LLP 11405 W Bernardo Ct Suite A San Diego, CA 92127		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Co. NAIC # 22292 INSURER B: INSURER C: 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		LHN J467545 01	07/01/2024	07/01/2025	Limit of Liability: \$2,000,000 Aggregate: \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Retro Date: 09/30/2009

CERTIFICATE HOLDER
CANCELLATION

Harshwal & Company LLP 11405 W Bernardo Ct Suite A San Diego, CA 92127	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 (2010/05)

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Proposal to Provide Professional Auditing Services

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/22/2025			
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 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 CAMICO SERVICES INC/PHS 57141555 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251			CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No): E-MAIL: ADDRESS:				
INSURED HARSHWAL & COMPANY, LLP. 11405 W BERNARDO CT STE A SAN DIEGO CA 92127			INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : Hartford Fire and Its P&C Affiliates 00914 INSURER C : 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			57 SBA BL3W3X	05/12/2025	05/12/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			57 SBA BL3W3X	05/12/2025	05/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
B	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	57 WEC AG8JZ9	07/21/2024	07/21/2025	☒ 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) Those usual to the Insured's Operations.							
CERTIFICATE HOLDER For Informational Purposes 11405 W BERNARDO CT STE A SAN DIEGO CA 92127				CANCELLATION 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 <i>Susan L. Castaneda</i>			

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ACORD 25 (2016/03)

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Proposal to Provide Professional Auditing Services

Firm's Technical Experience

Harshwal & Company, LLP has performed numerous audits of state and local governments, counties, special districts, educational entities, tribes and tribal governments, housing authorities, and not-for-profit organizations etc., that are subject to financial audits. The following is a list of clients we have served.

State and Local Governments

■ City of Sanger	■ City of Vallejo
■ City of Oakland	■ First 5 Alameda County
■ City of East Palo Alto	■ First 5 Santa Cruz County
■ City of Crescent City	■ First 5 Inyo County
■ County of Del Norte	■ First 5 Marin Children & Families Commission
■ Town of Apple Valley	■ First 5 Monterey County
■ City of San Mateo	■ First 5 San Bernardino
■ County of Santa Clara	■ Town of Edgewood
■ Cibola County	■ Town of Springer
■ Sierra County	■ Town of Mesilla
■ City of Greenfield	■ Town of Cochiti Lake

Tribes and Tribal Entities

■ Sac and Fox Nation	■ Omaha Tribe of Nebraska
■ KTNN Native Broadcast Enterprise	■ Kashia Band of Pomo Indians of the Stewarts Point Rancheria
■ K'ima: w Medical Center	■ Kickapoo Tribal Health Center of the Kickapoo Tribe of Oklahoma
■ Robinson Rancheria Band of Pomo Indians	■ Yuwehloo Pahki Community
■ Village of Shungopavi	■ Hoopa Valley Tribe
■ Kykotsmovi Village	■ Pauma Band of Luiseno Mission Indians
■ California Tribal T.A.N.F Partnership	■ San Luis Rey Indian Water Authority
■ La Jolla Band of Luiseño Indians	■ Sipaulovi Village
■ Big Sandy Rancheria	■ Cloverdale pomo band of Indians
■ Kickapoo Tribe of Oklahoma	
■ Timbisha Shoshone Tribe	

COUNTIES

County of Alameda

■ Alameda County Housing and Community	■ Oakland-Alameda County Coliseum Authority
■ Community Based Organization Audits	■ Alameda County Health Care Services Agency
■ Development and Lead Poisoning Prevention	■ Alameda County Auditor-Controller's Agency
■ Alameda County Public Works Department	■ City of Oakland, Office of Public Works
■ Alameda County Housing and Community Development - Bond Audit	■ Alameda County Fire Department
■ Alameda County Social Services - Food Stamp	■ Alameda County Transportation Authority





Proposal to Provide Professional Auditing Services

Del Norte County

- Del Norte County
- Del Norte County Solid Waste Management Authority

Santa Clara County

- Single Audit (Sub Contractor)
- County of Santa Clara JTPA Program
- Mental Health Short Doyle Program
- Sheriff's Department – Inmate Welfare Fund

County of San Mateo

- JTPA Program
- Menlo Park Fire Protection District
- Department of Community Services

Santa Cruz County

- Single Audit
- Mental Health - Short Doyle Program

Solano County

- City of Vallejo (Sub Contractor)
- Local Transportation Fund
- Mental Health - Short Doyal Program

Contra Costa County

- Public Works Department
- Emergency Medical Services

Educational Entities

■ Pleasant Valley School District	■ Belmont-Redwood Shores School District
■ Lamont School District	■ Azusa Unified School District
■ Conejo Valley Unified School District	■ Spark* SF Public Schools
■ Sacramento Valley Charter School	■ Nazlini Community School
■ EL Segundo Unified School District	■ Pinon Community School, Inc.
■ Richland School District	■ First Mesa Day School
■ La Honda-Pescadero Unified School District	■ San Mateo - Foster City School District
■ Ravenswood City School District	■ Brisbane School District
■ Napa Valley Unified School District	■ Jefferson School District
■ Fairfield-Suisun Unified School District	■ San Bruno Park School District
■ Benicia Unified School District	■ Jefferson Union High School District

Housing Entities

■ Santa Clara Pueblo Housing Authority	■ Housing Authority of the County of Alameda
■ City of Eureka Housing Authority	■ County of Humboldt Housing Authority
■ Greyhills Academy High School	■ Sisseton Wahpeton Housing Authority
■ Housing Authority of the County of San Mateo	■ Housing Authority of the City of Port Hueneme
■ Eastern Regional Housing Authority	■ Housing Authority of the County of Butte
■ Housing Authority of the City of Benicia	■ Pueblo of San Felipe Housing Authority
■ White Mountain Apache Housing Authority	■ Housing Authority of the City of Richmond





Proposal to Provide Professional Auditing Services

Private Entities

- Optimize Infrastructure, LLC
- Newport Holdings, L.P.
- TerraVerde Energy, LLC
- The Good Earth Organics, Inc.
- Tots of Love Child Development Center, LLC
- Eureka Housing Associates, LP
- Nelson Trucking Partners, LLC
- Juana Care Facility, LLC
- Solace Supportive Living, Inc.
- The Child Day Schools, LLC
- Thomas Jee & Associates, Inc.
- Vvd Partners, LLC
- RADAR Creative

Special Districts

- Sunrise Recreation & Park District
- Valley of the Moon Water District
- Humboldt Bay Harbor, Recreation and Conservation District
- Aromas Tri-County Fire Protection District
- Burbank Sanitary District
- Goshen Community Services District
- Cypress Fire Protection District
- Artesia Cemetery District
- Big Rock community service district
- South Monterey County Fire Protection District
- Rodeo-Hercules Fire District
- Buena Park Library District
- Central Basin Municipal Water District
- Del Norte Library District
- Gasquet Community Services District
- Paradise Recreation and Park District
- Plumas County Community Development Commission
- San Dieguito River Park Joint Powers Authority
- Smith River Fire Protection District
- Guadalupe Coyote Resource Conservation District
- San Miguel Community Services District
- Yolo Local Agency Formation Commission
- SCC Center Fire Protection District
- Alameda County Fire Department
- Oakland-Alameda County Coliseum Authority
- Los Altos Hills County Fire District
- Santa Clara County Sanitation District 2-3
- Saratoga Fire Protection District
- Mission Oak Park and Recreation District
- El Rancho Simi Cemetery District
- Lions Gate Community Service District
- Cupertino Sanitary District
- Alameda County Law Library
- Fort Dick Fire Protection District
- Border Coast Regional Airport Authority
- Bardsdale Cemetery District
- Border Coast Regional Airport Authority
- Del Norte Solid Waste Management Authority
- Carmel Highlands Fire Protection District
- Crescent Fire Protection District
- Del Norte Local Transportation Commission
- Loma Prieta Resource Conservation District
- Perris Valley Cemetery District
- Redwood Empire Dispatch Communications Authority
- Santa Clara County Vector Control District
- West Contra Costa Integrated Waste Management Authority
- First 5 Inyo County
- First 5 Santa Cruz County
- Ambrose Recreation and Park District
- South Santa Clara Co. Fire District
- Menlo Park Fire Protection District
- Los Medanos Community Health Care District
- Coastsides Fire Protection district
- East Palo Alto Sanitary District
- Solano County Local Transportation Fund
- Fox Canyon Groundwater Management Agency





Proposal to Provide Professional Auditing Services

Pension Plan Clients

- Akshaya Inc.(401K)
- Burning Man Project (401k) Plan
- Fulfilment Systems, Inc. (401)
- Hammer Prep (401k) Plan
- Kai Ming, Inc. (403B)
- Kickapoo Tribe of Oklahoma (401K) Plan
- Mission Neighborhood Centers (403B) Plan
- Sysintelli, Inc. (401k) Plan
- The Athenian School (403B) Plan
- Baker's (Retirement Plan-403 B)
- East Bay Agency for Children 403(b)
- Fundbox Inc. (401)
- Hog Island Oyster Company (401k) Plan
- Luxesphere Holdings, Inc. (401k) Plan
- Native American Health Center, Inc. (403B)
- Skywalker Properties (401k) Plan
- Storage Pro (401k) Plan
- United Indian Health Services, Inc. (403B) Plan

Non-Profit Organizations

- Manzanita Charter School
- San Diego Civic Youth Ballet
- San Francisco Community Clinic Consortium
- Greater Farallones Association
- Santa Clara Teacher Housing Foundation
- Mother Lode Job Training
- Eden United Church of Christ
- Ruckus Society
- Hopi Credit Association
- New Bridge Foundation
- Center for Third World Organizing
- San Diego Organizing Project
- Family Paths, Inc.
- Santa Cruz County Parents Association
- Consolidated Tribal Health Project Inc.
- Mnc 1240 Valencia Inc.
- Countywide Alcohol and Drug Services, Inc.
- Health and Human Resource Education Center
- California Hispanic Chambers of Commerce
- California Municipal Utilities Association
- Center for Youth Development through Law
- A & I Express Inc.
- A&I Transport Inc.
- Baker's Palace
- California College of Communications, Inc.
- Consolidated Tribal Health Project, Inc.
- Crowden Music Center
- Digital Democracy
- Access Reproductive Justice
- Hopi Credit Associations
- United Way of Santa Cruz County
- ICON Community Development Corporation
- Oakland Metropolitan Chamber of Commerce
- Gluon Solutions, Inc.
- Youth Together, Inc.
- TerraVerde Energy
- Luxesphere Holdings, Inc. and Subsidiaries
- FOOD FIRST/Institute for Food & Development
- Key Educational Group
- Carbon Offsets to Alleviate Property
- Oakland Community Organizations, Inc.
- South County Community Health Center, Inc
- Native American Health Center, Inc.
- Community Clinic Consortium
- Allen Temple Baptist Church
- Court Appointed Special Advocates Program, Inc.
- Chinese for Affirmative Action
- RFHC Bay Pulgas Landowner, Inc.
- Institute for Molecular Medicine
- Centro Latino de San Francisco
- Community Health Partnership, Inc.
- Anti-Terror Project, Inc.
- DayBreak Adult Care Centers
- Dominican Sisters Vision of Hope
- Eden Area Foundation
- Faith in Action Bay area
- Heffernan Foundation
- Hiawatha Harris M.D, Inc.





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■ Alameda County Deputy Sheriffs Activities League ■ East Oakland Switchboard ■ Family Bridges Inc. ■ Gallup Inter-Tribal Indian Ceremonial Association, Inc. ■ IIT Kanpur ■ IIT Bombay Heritage Foundation ■ IIT Madras Foundation ■ Maisha Meds, Inc. ■ Mary Magdalene Community Services ■ New Mexico Cancer Care Alliance ■ Pacific Center for Human Growth ■ Rwanda School Project ■ San Francisco BayKeeper ■ Solano Coalition for Better Health ■ The Estria Foundation ■ Tohatchi Area of Opportunity & Services, Inc. ■ Women's Daytime Drop-In Center ■ St. James Infirmary ■ Redwood Region Economic Development Commission ■ Veterans Accession House	■ American Federation of State, County & Municipal Employees Local 2428 ■ American Nonsmokers' Rights Foundation ■ Artequity Community ■ California Hispanic Chambers of Commerce Foundation ■ Just Cities Institutes ■ Grand Lodge of California ■ Lakeshore Avenue Baptist Church ■ Mission Language & Vocational School ■ North County Lifeline Inc. ■ Our Common Ground Inc. ■ Pawnee Nation College ■ Redwoods Rural Health Center ■ Sikh Gurdwara San Jose ■ Sustainable Economies Law Center ■ Sustainable Sciences Institute ■ V- Day ■ Vascular Cures and Pacific Vascular Research Institute ■ El Centro de Libertad/The Freedom Center ■ San Carlos Apache Relending Enterprise ■ Chinese for Affirmative Action

Experience with US GAAP and GAS Accounting and Reporting

Harshwal & Company, LLP maintains a proven track record in the realm of financial reporting, underpinned by a robust expertise in both GAAP and GASB. This extensive experience underscores our commitment to the highest standards of financial integrity and precision. Adhering meticulously to GAAP, we ensure that our financial reporting aligns with universally accepted principles, offering stakeholders a solid foundation for assessing the firm's fiscal performance. Simultaneously, our proficiency in GAS accounting equips us to navigate the intricate landscape of governmental financial reporting, guaranteeing compliance with pertinent standards and regulations. This duality of expertise positions our firm as a reliable and knowledgeable partner, dedicated to furnishing accurate and comprehensive financial information vital for informed decision-making by our clients and stakeholders.

Governmental Audit, CAFR & GASB Experience

Harshwal & Company, LLP has extensive experience conducting financial statement audit engagements under Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS), and implementing GASB 34 and all subsequent pronouncements, through the performance of nearly 300 governmental audits since the effective date of GASB 34 implementation. Harshwal & Company, LLP has valuable experience handling Comprehensive Annual Financial Report (CAFR) engagements. Our Managing Partner, Mr. Sanwar Harshwal, has served on GASB committees and in other authoritative positions. At Harshwal & Company, LLP, we are committed to delivering exceptional service and leveraging our CAFR experience to ensure that our client's financial statements are accurate, transparent, and compliant with applicable standards and regulations.





Proposal to Provide Professional Auditing Services

Single Audit Experience

Harshwal & Company, LLP has worked with numerous organizations that receive extensive governmental funding and are subject to auditing under the Uniform Grant Guidance, formerly known as OMB Circular (Uniform Guidance) guidelines. We utilize standardized audit programs from the federal government's Compliance Supplement to ensure that our procedures meet federal standards. Our audit programs are continually updated to reflect the revisions of the OMB.

Our Uniform Guidance risk-based approach focuses on areas of higher risk of noncompliance. Such an approach truly reflects the federal governments' intent by concentrating on the following three steps:



Our firm has audited hundreds of millions of dollars in federal expenditures, making our engagement team uniquely experienced in single audits. We are familiar with grantors, such as:

- Department of Housing and Urban Development
- Department of Agriculture
- Department of Health and Human Services
- Department of Transportation
- Environmental Protection Agency
- Department of Commerce
- Department of Labor
- Department of Homeland Security
- Department of Justice
- Department of Treasury
- Executive Office of the President
- U.S. Department of the Interior
- Department of Energy





Proposal to Provide Professional Auditing Services

Similar Engagements with Other Government Entities

1. City of Greenfield

- **Address:** 599 El Camino Real, Greenfield, California 93927
- **Scope:** Financial Audit, Bond Audit, GANN, ASR, and FTR
- **Date:** 2023 to Present
- **Total Hours:** 265 Approx.
- **Engagement Partner:** Sanwar Harshwal
- **Contact:** Paul Wood, City Manager
- **Phone Number:** (831) 674-5591
- **Email:** pwood@ci.greenfield.ca.us
- **Report Link:** <https://ci.greenfield.ca.us/DocumentCenter/View/4408>

2. County of Del Norte

- **Address:** 981 H Street, Crescent City, CA 95531
- **Scope:** Financial Statement & Single Audit, California State Compliance, and FTR
- **Date:** 2017 to Present
- **Total Hours:** 370 Approx.
- **Engagement Partner:** Sanwar Harshwal
- **Contact:** Clinton Schaad, Auditor/Controller
- **Phone Number:** (707) 464-7202
- **Email:** cschaad@co.del-norte.ca.us
- **Report Link:** <https://app.fac.gov/dissemination/report/pdf/2024-06-GSAFAC-0000364023>

3. Town of Apple Valley

- **Address:** 14955 Dale Evans Pkwy, Apple Valley, CA 92307
- **Scope:** CAFR, Financial & Single Audit, MRF Separate Report, Tax Returns and FTR
- **Date:** 2019 to 2021
- **Total Hours:** 445 Approx.
- **Engagement Partner:** Sanwar Harshwal
- **Contact:** Sydnie Harris, Director of Finance
- **Phone Number:** (760) 240-7000 Ext. 7704
- **Email:** sharris@applevalley.org
- **Report Link:** <https://app.fac.gov/dissemination/report/pdf/2021-06-CENSUS-0000132238>





Proposal to Provide Professional Auditing Services

4. Conejo Valley Unified School District

- **Address:** 1400 East Janss Road, Thousand Oaks, California 91362
- **Scope:** ACFR, Financial Audit, Single Audit, GANN, and Bond Audit
- **Date:** 2020 to 2022
- **Total Hours:** 310 Approx.
- **Engagement Partner:** Sanwar Harshwal
- **Contact:** Dr. Mark McLaughlin, Superintendent
- **Phone Number:** (805) 497-9511, x1102
- **Email:** mmclaughlin@conejousd.org
- **Report Link:** <https://app.fac.gov/dissemination/report/pdf/2022-06-CENSUS-0000134597>

5. Hoopa Valley Tribe

- **Address:** 11860 State Hwy. 96, PO Box 1348, Hoopa, CA 95546
- **Scope:** Financial Audit & Single Audit
- **Date:** 2021 to Present
- **Total Hours:** 665 Approx.
- **Engagement Partner:** Sanwar Harshwal
- **Contact:** Pateisha Ferris - Alvarado, Chief Financial Officer
- **Phone Number:** (530) 625-4211 Ext. 116
- **Email:** pferris@hoopa-nsn.gov





Proposal to Provide Professional Auditing Services

PARTNER SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

The expertise and experience of Harshwal & Company, LLP's principals and personnel are at the core of the firm's excellence in performing audits of state and local governments. Harshwal & Company, LLP has experience providing exceptional client service and high-quality audit services through comprehensive knowledge and understanding of governmental accounting standards. We're passionate about our work and your success. We have selected professionals for your service team who are the right fit for your engagement, based on their knowledge and experience in the governmental industry. Harshwal & Company, LLP has a high retention rate, allowing us to provide stability.

Staff Continuity over the Term of the Agreement

We focus on our team members as well as our clients. Our turnover is significantly lower than other national and regional service firms. This staff continuity enables us to develop and maintain an in-depth understanding of your operations, management style and operating practices, which ultimately allows us to offer you experienced resources, value-added services, industry specialization, and overall better personal service. This commitment to people also resides at our executive level where you will find a refreshingly greater hands-on approach compared to other service providers. Our culture stresses the importance of executive presence throughout projects and engagements.

Proposed Audit Team's Directory

Name of Team Member	Role	Experience
Sanwar Harshwal, CPA, CIA, CISA, CFE	Managing Partner	40+ Years
Garima Pathak, CA	Audit Manager	08+ Years
Samson Reda, CPA	Senior Auditor	10+ Years
Albert Hwu, CPA	Senior Auditor	10+ Years
Kinjal Patel, CPA	Senior Auditor	07+ Years
Poonam Sharma, CPA	Senior Auditor	07+ Years

Most of our assigned key personnel are licensed to practice as a Certified Public Accountant (CPA). In addition to the key personnel listed, additional staff will be assigned from our pool of highly qualified professionals.

We assure you regarding the quality of staff over the term of the engagement. We will not replace audit personnel except with prior written permission of the City. In case we replace audit personnel, we will provide replacements having similar or better qualifications and experience.

We assure the City if we are selected as your auditor, we will not delegate or subcontract our responsibility without written consent of the City.





Proposal to Provide Professional Auditing Services

Audit Team Responsibilities

<u>Name/Position</u>	<u>Responsibility</u>
Sanwar Harshwal, CPA Managing Partner	Sanwar Harshwal will be the principal in charge of administration, reviews, planning of the audit, approval of the audit scope and work, and review of work and liaison with the City. He is responsible for conducting the fieldwork, coordination of the audit plan, and ensuring that the plan formulated has been effectively followed and managed. He will coordinate with the manager and supervisor for proper field work progress. He will also manage and organize the audit team's effort and ensure the various audit components are performed efficiently. He also has the responsibility for meeting with the City's management to keep them informed regarding the progress of the audit. The responsibility also extends to ensure smooth interaction of the firm with the City. He has final authority in the conduct of the engagement, and assumes full responsibility for the work performed.
Garima Pathak, CA Audit Manager	Garima Pathak will serve as an audit manager and provide the City staff with updates to summarize our progress against the project timeline, and update the status of upcoming deliverables. She will also document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and report.
Samson Reda, CPA Senior Auditor	Samson Reda, is a senior auditor and is in charge of the fieldwork. He will be responsible for preparation and maintenance of various work-papers required for audit report preparation.
Albert Hwu, CPA Senior Auditor	Albert Hwu is a senior auditor in the firm's audit group providing auditing services to governmental organizations. Mr. Hwu will serve as the on-site lead auditor and will be in the field. He will assist in directing the staff and specialize in the timely completion of the audit.
Kinjal Patel, CPA Senior Auditor	Kinjal Patel, is a senior auditor and will perform studies, tests, reviews, and analysis of accounts and financial transactions and will be responsible for preparation of various work-paper.
Poonam Sharma, CPA Senior Auditor	Poonam Sharma will be responsible for coordinating the efforts of our staff throughout fieldwork and managing on-site audit procedures. She will be available to answer any of your technical questions.

Overall Supervision to be Exercised

The audit will be managed by the firm's audit manager, Garima Pathak, who has extensive experience in audits of state and local governments. Garima Pathak has been in charge of various large audits, governmental funded programs, and community-based organizations receiving federal and state funds.





Proposal to Provide Professional Auditing Services

Audit Team Resumes

SANWAR HARSHWAL, CPA, CIA, CISA, CFE **Managing Partner**

Sanwar Harshwal is the managing partner of Harshwal & Company, LLP. He is a globetrotter and a trained technical speaker on auditing and global accounting standards, IT and internal controls, on fraud prevention, and on examinations and internal audits. With over 40+ years of experience with governmental auditing engagements, Mr. Harshwal is also a leading expert on emerging accounting challenges for state and local governments. Mr. Harshwal has attended AICPA seminars on GASB's New Financial Reporting Model and Financial Statements of state and local governments.

During the last 5 years, Mr. Harshwal has provided over 400 hours of training to several professionals on GASB, GAS, Uniform Guidance, FASB, SAAS, GAGAS, Pension Plan audits, COSO, COBIT, internal audits, fraud prevention and examination and tribal governmental governance issues. In addition to having significant experience in audits, strategic assessments of accounting functions, and internal control structures, Mr. Harshwal has extensive experience in evaluating complex accounting and finance issues. He has proficient knowledge of using CaseWare, CaseView, CaseWare IDEA software and other automated tools.

Education:

- B.S. Business Accounting
- Bachelor of Law

Certification:

- Certified Public Accountant - State of California (CPA)
- Certified Public Accountant - State of New Mexico (CPA)
- Certified Public Accountant - State of Arizona (CPA)
- Certified Public Accountant - State of Washington (CPA)
- Chartered Accountant - The Institute of Chartered Accountants of India (ICAI)
- Certified Information System Auditor (CISA)
- Certified Fraud Examiner (CFE)
- ORACLE Financial Consultant (Oracle Business Suite)
- Chartered Global Management Accountant (CGMA)
- Certified Risk Management Assurance (CRMA)
- Certified Construction Auditor (CCA)

Professional Membership:

- Member of AICPA
- Member of California CPA Society of Certified Public Accountants
- Member of Information Systems Audit and Control Association, USA
- Member of Association of Certified Fraud Examiners, USA
- Member of Institute of Certified Internal Auditors
- Member of National Association of Construction Auditors
- Member of NM CPA Society





Proposal to Provide Professional Auditing Services

GARIMA PATHAK, CA

Audit Manager

Garima Pathak is our audit manager and has been employed with Harshwal & Company, LLP for 8+ years. She has been engaged in numerous audits of state and local governments, educational entities, counties, tribes and tribal governments, housing authorities, and not-for-profit organizations. Garima has 4 years of experience working with all types of exempt organizations including 501(c) (3), 501(c) (4), 501(c) (6), and 501(c) (7).

Garima has provided tax compliance services to clients in the retail, real estate, and not-for-profit industries. She concentrates on real estate clients, focusing on low-income housing, including both for profit and not-for-profit entities. Garima has a passion for her not-for-profit clients and the industry at large, providing them with hands-on tax compliance services including Form 990 filings. She has proficient knowledge of using CaseWare, CaseView, CaseWare IDEA Software and other automated tools.

Education:

- Bachelors in Commerce

Certification:

- Chartered Accountant - The Institute of Chartered Accountants of India (ICAI)

SAMSON REDA, CPA

Senior Auditor

Samson Reda is a senior auditor at Harshwal & Company, LLP and has 10+ years of experience in auditing and providing accounting services to state and local governments, counties, special districts, educational entities, housing authorities, not-for-profit organizations, and tribes and tribal governments.

He is an expert in data analysis and reconciliation and his experience includes auditing, the recording and analysis of account transactions; establishing accounting records; reconciliation of cash balances; implementation of accounting controls; and statistical reports. He also conducts sampling, testing and is well experienced in performing audits in accordance with attestation standards established by the AICPA. He has proficient knowledge of using CaseWare, CaseView, CaseWare IDEA and other automated tools. He will assist in directing the staff and specialize in the timely completion of the audit.

Education:

- BA in Accounting

Certification:

- Certified Public Accountant - State of New Mexico (CPA)
- Certified Public Accountant - State of Virginia (CPA)

ALBERT HWU, CPA

Senior Auditor

Albert Hwu is a senior auditor and has been employed with Harshwal & Company, LLP for 10+ years. He has been engaged with several audits and accounting engagements of state and local governments, counties, educational entities, special districts, housing authorities, not-for-profit organizations, and tribes and tribal governments.





Proposal to Provide Professional Auditing Services

Mr. Hwu is proficient in the operating nuances of accounting and auditing packages and demonstrates up-to-date knowledge of auditing and accounting pronouncements. Albert has worked on financial and compliance engagements under the Single Audit Act of 1984 and OMB Circular (Uniform Guidance). He performs audit testing activities; documents processes and findings; verifies assets and liabilities in accordance with audit programs; follows documentation standards; and prepares clear, concise, and orderly working papers. He has proficient knowledge of using CaseWare, CaseView, CaseWare IDEA software and other automated tools.

Education:

- Bachelors of Science in Accounting

Certification:

- Certified Public Accountant - State of Washington (CPA)

Professional Membership:

- Member of AICPA

KINJAL PATEL, CPA

Senior Auditor

Kinjal Patel is a senior auditor. She has been engaged with several audits and accounting engagements of state and local governments, special districts, housing authorities, not-for-profit organizations, educational entities, and tribes and tribal governments. Kinjal is proficient in the operating nuances of accounting and auditing packages and demonstrates up-to-date knowledge of auditing and accounting pronouncements. Kinjal has worked on financial and compliance engagements under the Single Audit Act of 1984 and OMB Circular (Uniform Guidance). She has proficient knowledge of using CaseWare, CaseView, CaseWare IDEA software and other automated tools.

Education:

- Master of Business Administration in Accounting

Certification:

- Certified Public Accountant - State of California (CPA)

POONAM SHARMA, CPA

Senior Auditor

Poonam Sharma is serving the firm as senior auditor. She has been engaged with several audits and accounting engagements of state and local governments, special districts, tribes and tribal governments, not-for-profit organizations, educational entities, and housing authorities. Poonam is proficient in the operating nuances of accounting and auditing packages and demonstrates up-to-date knowledge of auditing and accounting pronouncements.

She prepares and adjusts work papers from the client's trial balance, executes day-to-day activities of audit engagements for multiple clients, and interacts with client personnel. She performs audit testing activities; documents processes and findings; verifies assets and liabilities in accordance with audit programs; follows documentation standards; and prepares clear, concise, and orderly working papers. She has proficient knowledge of using CaseWare, CaseView, CaseWare IDEA software and other automated tools.





Proposal to Provide Professional Auditing Services

Education:

- Master of Business Administration in Accounting

Certification:

- Certified Public Accountant - State of California (CPA)
- Chartered Accountant - The Institute of Chartered Accountants of India (ICAI)

Continuing Professional Education (CPE)

Harshwal & Company, LLP places a strong emphasis on lifelong learning and recognizes the importance of developing our professionals to best serve our clients. Because we are committed to the industries we serve, we provide our professionals with specific, ongoing training. This investment ensures our people stay current on the unique challenges and opportunities within the industry sectors so that they are in the best position to help clients address these issues.

The following table details CPE hours for each key member of the proposed audit team:

Audit Team Member	Governmental CPE	Non-Governmental CPE
Sanwar Harshwal, CPA, CIA, CISA, CFE	140	124
Garima Pathak, CA	84	57
Samson Reda, CPA	80	56
Albert Hwu, CPA	108	55
Kinjal Patel, CPA	58	28
Poonam Sharma, CPA	83	40





Proposal to Provide Professional Auditing Services

SPECIFIC AUDIT APPROACH

Scope of Work

At Harshwal & Company, LLP, our professionals have extensive experience performing audit of state and local governments and our team has a broad understanding of the work environment that is necessary to conduct an audit of City of St. Helena. We understand that you require us to conduct an audit of the financial statement of the City for the fiscal years ending June 30, 2025, through June 30, 2027, with an option to extend for two (2) additional fiscal years, in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements. We will adhere to the requirements of the RFP and will be performing the following tasks (including, but not limited to):

- We will perform a financial and compliance audit of the City to determine (a) whether the combined financial statements of the City fairly presents the financial position and the results of financial operations in accordance with GAAP and (b) whether the City has complied with laws and regulations that may have material effect upon the financial statements.
- We will examine the City's internal accounting controls and accounting procedures and render written reports of our findings and recommendations to the Administrative Services Director. The examination will be made, and reports rendered in accordance with generally accepted government auditing standards. In addition, we will communicate to the Administrative Services Director any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
- We will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware of to the Administrative Services Director and City Manager.
- We will include all funds of the City and any component units in the audit.
- We will perform a single audit under the requirements of the Federal Government's program, if required.
- We will submit a management letter setting forth our findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to (a) improvement in systems of internal control, (b) improvement in accounting system, (c) apparent noncompliance with laws, rules, regulations, and (d) any other material matter coming to the attention of the firm during the conduct of the examination.
- We will prepare the City and required component units the Annual Streets Report and the Annual Financial Transactions Report to the State Controller's Office and file the reports electronically with the State Controller's Office before the required deadline each fiscal year.
- We will prepare the City's Annual Comprehensive Financial Report (ACFR).





Proposal to Provide Professional Auditing Services

Understanding of the Project to be Performed

The two most critical components of the audit are (1) to have continuity and consistency among the auditors involved and (2) to have the entire audit team, from partners to staff, understand and be aware of the technical requirements for the engagement. Therefore, careful audit planning is emphasized along with written instructions, and a comprehensive workshop is carried out for the staff engaged. We have ascertained that this effort not only serves to state the line of organization and responsibility from the commencement but also serves to discuss the areas of concern and applicable audit techniques to be adopted in the examinations proposed to be conducted.

Our plan will involve a comprehensive entrance meeting with the City's audit committee and management. During this phase, we hope to establish the timetable for the examination and identify dates for future meetings to report on our progress in the examination. Shortly thereafter, the partners and an audit manager will meet with the City Manager or Finance Director to be able to obtain a more detailed outline of the City's financial systems and processes. This will help us to determine the extent and concentration of our audit effort, obtain knowledge and an understanding of the legal and reporting requirements by obtaining pertinent statutes, regulations, charter provisions, bond coverage and other requirements. The meeting will serve as a guideline to prepare and outline our audit-planning memorandum and the audit plan.

Upon completion of the audit plan, we will meet with the City Officials to go over our plan. During the meeting, we hope to share our understanding of the audit approach and fine-tune the dates of commencement, the assistance available to us, and the assistance the City may need from us, and the introduction of the audit team seniors to the City Officials. In the next step, a conference will be initiated by the audit team to be assigned. The conference will serve as a platform to share our audit plan and programs, discuss areas of concern, identify audit teams and dates, and address any and all pertinent questions from our staff.

Audit Methodology

Our audit process begins with the assignment of staff to the engagement. Our engagement team has the expertise to provide the level of service desired and deserved by your organization. Our engagements are supervised by the engagement partner and an audit manager. As high-level involvement is vital to a quality audit, the partner and manager's time will account for approximately 30% of the total hours spent on the engagement. Our team's approach is to be efficient, yet non-intrusive. We believe on-going communication throughout the entire audit will ensure that all aspects of the audit are thoroughly addressed. We encourage regular communications throughout the year, not just during fieldwork.

Audit Planning — Interim Phase

Our audit planning process includes a risk assessment of the City and a review of the control environment. We begin with a pre-planning meeting to ensure that management's expectations and our expectations are communicated prior to commencing the audit. We will confirm our understanding of the engagement deadlines and ensure these are met in a timely manner. In addition, we will provide a list and samples of schedules specifically tailored to City of St. Helena to aid the City's staff in preparing schedules and providing audit documentation.





Proposal to Provide Professional Auditing Services

Risk Assessment — Interim Phase

As part of our extensive planning phase, the engagement team will discuss with management issues surrounding the applicable industry, the City's internal and external environment, significant events, as well as economic, political, and social factors to determine and document areas of risk. Once areas of risk have been identified, the next process will be to review the control testing.

Control Testing — Interim Phase

We will document and test the following control processes to evaluate their effectiveness in preparing reliable financial statements:

- Disbursements
- Receipts
- Payroll
- Financial reporting
- Journal entry process
- Federal and state programs
- IT and general computer controls

Based on our understanding of the City's risks and control environment, we will design our substantive procedures and communicate our audit approach to management. As part of our review and documentation of the control environment, we may have recommendations for enhancing controls and/or efficiencies. These recommendations will be discussed with management prior to any comments included in a formal management letter.

Drawing Audit Samples

Auditor judgment will be used in selecting our audit samples for tests of compliance work. The majority of the testing of compliance will be centered around the single audit testing of the direct and material elements for the major programs.

Substantive Procedures — Year End Phase

Substantive audit procedures are designed based on our risk assessment process. Complex and high-risk accounts will be identified early in the audit process and these accounts will be assigned to the manager and/or partner for actual testing. Our substantive audit procedures will include the following:

- Tests of account details — Detail transaction testing to source documentation
- Analytical procedures — Ratio analysis, variance analysis, and trend analysis
- Use of data analysis software — Review of large volumes of data to detect anomalies
- Unpredictability tests — Varying timing and extent of tests
- Review of management's estimates — To determine the reasonableness
- Review of subsequent events and contingencies — For proper adjustment and footnote disclosure

Preparation of Audit Report and Review — Year-end Phase and Wrap-up Phase

Audit work papers are reviewed throughout the audit by an audit manager and engagement partner. Before we leave your offices, the file will be substantially reviewed and any issues will be discussed and resolved. The financial statements are prepared by the audit manager. All reports are reviewed by the engagement partner and concurring partner. Upon approval, we will issue drafts of all reports based on the City's predetermined schedule as indicated in the Request for Proposal. This will allow adequate time for the review and distribution of reports.





Proposal to Provide Professional Auditing Services

Audit Sizes and Statistical Sampling Techniques

Audit sampling provides the auditor with an appropriate basis on which to conclude on an audit area by examining evidence from a sample of population. We utilize both statistical and non-statistical-sampling techniques as described in the AICPA's Audit Sampling Guide, depending on the type of testing being performed. Internal control, substantive, and compliance testing samples are generally selected using non-statistical techniques. Sample sizes are determined by risk assessment and nature of the population. We may use statistical sampling to assist with forensic testing in areas, which have a higher risk of misstatement due to fraud.

Working Paper Retention and Access to Working Papers

We will retain audit working papers and reports for a minimum of seven (7) years unless we are notified in writing by the City of the need to change the retention period. In addition, we will respond to reasonable inquiries of the City and successor auditors, and allow the City and successor auditors to review working papers relating to matters of continuing accounting significance. We will make audit work papers available upon your request.

Rules and Regulations

Harshwal & Company, LLP will meet all specific requirements imposed by state or local law or rules and regulations. We will review the laws and regulations covering the City's grants and major programs as part of any Single Audit testing if applicable. Based upon our inquiries with the City staff and review of any City's municipal code, etc., we will determine the relevant laws and regulations that will be subject to additional test work.

Management Letter

Communication with management is crucial since it is essential to hear your concerns and comprehend the financial records to have a complete and thorough understanding of business operations. Management confirmation is required on all information contained within the financial statements to ensure that they are true and accurate and that all information has been properly disclosed. We will review all significant audit findings with the City as the work proceeds and once on completion of our audit procedures. It is standard practice for our firm to produce a management letter in conjunction with each engagement. The audit process provides an opportunity to assess performance and trends, to identify opportunities to improve internal controls and/or accounting efficiency, and spot emerging needs or opportunities.

By reporting these conditions and opening them up for discussion, the management letter can play an important role in maintaining the future financial health of the organization. If we become aware of any irregularities, illegal acts, or indications of illegal acts, we will make an immediate verbal and written report of such findings to the City's Council. The report will be discussed with the members responsible for the financial statements before submitting it to the Board Members. At the completion of the interim work, we will provide a management letter to the Superintendent (or designee) detailing all findings and recommendations noted as of the date of the completion of the interim work. We may substitute a copy of all written findings for the management letter.





Proposal to Provide Professional Auditing Services

Timeline for the Completion of the Project

Harshwal & Company, LLP is prepared to meet the deadlines required.

Milestones	Tentative Timeline for FY 2025
Planning, risk assessment and system evaluation	Just after the agreement
Interim field work	August, 2025
Final audit field work to be completed	Last week of October, 2025 or before
Draft audit reports and management letter for review	2nd week of November, 2025 or before
Final audit reports and management letter	Last week of November, 2025 or before

- *The timeline is reasonable given the totality of work involved and our managers being highly qualified and trained. We will follow the same system to get work done throughout the engagement period.*
- *This timeline is dependent on the availability of your personnel and is subject to the anticipated closing your accounting records.*





Proposal to Provide Professional Auditing Services

Technological Advantages

We utilize the latest technology, including virtual servers, smart devices, and online libraries, to provide us with the most up-to-date information to better serve our clients. Our online client portal, **Suralink** gives us the capability of sending and receiving information to and from our clients faster and more securely. As portals are encrypted and use password protection to ensure that data can only be viewed by the appropriate client, we are dedicated to protecting the City's confidential information. Furthermore, we streamline our audit process and organize support documents through the use of the paperless audit program; CaseWare Working Papers.

By effectively reviewing large volumes of data through these programs, we are able to develop a better understanding and gain a broader view of City of St. Helena. These technologies enable us to increase both the scope of our engagement and the reliability of our audit opinion more efficiently, as a larger amount of information can be processed, analyzed, and interpreted in a shorter time frame. We are pleased to discuss our efficient use of audit technology as follows:

Secure Data File Transfer System: In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called **Suralink**. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible only by our engagement team working on your audit and the City's employees who are granted access. You, as a client, no longer have to manually maintain a spreadsheet amongst several people only to repeat the process in a day or two. This not only makes the operation more cost-efficient; it enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The Suralink dashboard, as shown below, allows you to visualize the process of the document-request fulfillment. With this innovative tool, clients can manage workflow through a centralized individual who can assign and delegate requests to other employees; track project activity by assigned individual, due date, and status with a user friendly, easy-to-use, dashboard interface; quickly view and monitor project progress with an at-a-glance report feature; and access how-to videos and training materials through the enhanced learning center.

IDEA: We will utilize IDEA data extraction software to assist us in completing our analytical procedures. We will obtain a detail general ledger of all transactions that occurred during the year and download that information into IDEA. We will analyze the data for unusual transactions and create reports for our audit procedures. Additional functionality of this program allows us to receive files in many formats used by the City which alleviates the stresses and pressures of converting data into a usable format.

CaseWare: CaseWare is a highly flexible engagement software that facilitates real-time adjustments to your trial balance, resulting in simultaneous updates to your financial statements. It enables us to drill down from supporting audit schedules and documents to the underlying detailed accounts. We plan, perform, and review your entire engagement electronically, eliminating the use of paper.

CaseView: CaseView is a powerful reporting module that helps review of financial statements, as well as any other customized work paper reports. It utilizes an interface that combines the appropriate features of Word and Excel into a single application that engages word processing features for formatting financial information. Some advantages of CaseWare and CaseView are as follows:





Proposal to Provide Professional Auditing Services

- **Automatic financial reports:** This refers to the ability to generate and print financial statements immediately. The numbers in the trial balance are mapped to financial statement tables and foot notes to provide robust and accurate financial statements and reports.
- **Automatic footnotes and other information:** This is the ability to format financial statement footnotes with variables (dates, amounts, etc.) that are automatically updated based upon the trial balances and appropriate work paper information.
- **Virtualization:** This provides a more consistent approach to financial statement design and a reduced risk of errors in the financial statement reports.

Checkpoints Tools: All Checkpoint Tools come with a complete set of practice aids, including valuable industry-specific practical considerations and guidance. We make sure you have everything you need to complete engagements and tax preparation with ease. Checkpoint Tools provides accounting and audit professionals with valuable industry-specific practical considerations and guidance including SMART Practice Aids® Audit Suite, PPC's Practice Aids™, PPC's Workpapers™, PPC's Interactive Disclosure Libraries™ and more. These tools work alone or with all paperless engagement products and integrate with AdvanceFlow™ and Workpapers CS, part of the CS Professional Suite from Thomson Reuters.

Use of Artificial Intelligence and Other Emerging Technologies

As part of performing our services, we may use artificial intelligence (AI), data analytics, and emerging technologies to enhance the efficiency, accuracy, and overall outcomes of our work. These technologies sometimes provided by third-party vendors - may be used to analyze data, generate reports, or assist us in delivering quality insights. By engaging our services, you acknowledge and consent to our use of AI and related technologies when deemed appropriate. While these tools enhance our capabilities, they are designed to complement not replace our professional judgement. Any significant findings or exceptions identified through the use of these technologies will be reviewed and validated by our team.

We are fully committed to safeguarding the confidentiality, integrity, and security of your information in compliance with applicable laws, regulations, and industry standards. When deploying AI or other related technologies, we engage reputable service providers that adhere to robust data protection measures, including encryption, anonymization (where applicable), and compliance with privacy laws (e.g., GDPR, CCPA). We do not store or transmit sensitive information through any AI platform unless it meets stringent data protection requirements. All data shared with us remains confidential and is used solely for purposes related to this engagement, in accordance with our professional obligations. Our confidentiality policies extend fully to AI systems, ensuring that no client data or sensitive information is accessed or used inconsistently with our professional responsibilities.

While AI and other technologies significantly streamline certain processes, they may have limitations, such as algorithmic biases, inaccuracies, or processing errors. We take reasonable precautions to mitigate such risks; however, we cannot guarantee that AI-generated outputs will be entirely error-free. We shall not be held liable for any inaccuracies resulting from such limitations.





Proposal to Provide Professional Auditing Services

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBELMS

We understand that the adoption of new laws or accounting principles can significantly impact the audit process, and we are committed to addressing these challenges effectively. Our team of experienced auditors stays updated with the latest regulations and accounting standards to ensure compliance and accuracy in our work. We will closely monitor any changes in laws or accounting principles that may affect the audit and promptly adapt our approach to accommodate these modifications. In the event that we encounter specific complexities or require additional support, we will communicate and coordinate with the City to request any special assistance needed.

We believe in fostering a collaborative relationship, and by working closely with the City, we can overcome potential hurdles and ensure a successful audit engagement. Our proposal aims to demonstrate our proactive approach to anticipating and managing audit problems, as well as our commitment to providing high-quality services while adhering to relevant laws and accounting principles.





Proposal to Provide Professional Auditing Services

TOTAL ALL-INCLUSIVE MAXIMUM PRICE AND HOURLY RATES

Our fees are generally lower than other competing firms since we keep our overhead low; we follow a scientific audit approach and we make extensive use of emerging technologies that allow us to conduct audits efficiently. Our policy is to provide you with exceptional service that meets and exceeds professional auditing standards at a competitive cost.

Summarized below are the professional fees for the City's auditing services for the FY ending June 30, 2025, through June 30, 2029:

EXHIBIT A

Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price				
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	13	\$ 350	\$ 350	\$ 4,550.00
Manager	24	\$ 225	\$ 225	\$ 5,400.00
Supervisory Staff	45	\$ 150	\$ 150	\$ 6,750.00
Staff	100	\$ 120	\$ 120	\$ 12,000.00
Other (Clerical Staff):	10	\$ 90	\$ 90	\$ 900.00
Sub-total	192			\$ 29,600.00
Out-of-pocket Expenses:				\$ -
Total				\$ 29,600.00

EXHIBIT B

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
State Controller's Reports:					
City Annual Report of Financial Transactions & Streets Report	\$ 2,600.00	\$ 2,730.00	\$ 2,870.00	\$ 3,010.00	\$ 3,160.00
City Audit/ACFR	\$ 23,000.00	\$ 24,150.00	\$ 25,360.00	\$ 26,625.00	\$ 27,955.00
Single Audit**	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Total	\$ 29,600.00	\$ 30,880.00	\$ 32,230.00	\$ 33,635.00	\$ 35,115.00





Proposal to Provide Professional Auditing Services

- *We are well-equipped to perform audits on a remote basis. We will provide our audit services on a remote basis.*
- *Fees for subsequent fiscal years audit will include an annual inflationary adjustment of 5%.*
- ***Single audit fees are based on the one (1) major program. The price for auditing each additional major program will be \$3,500.00.*

Rates for Additional Professional Services

We will perform additional work only if set forth in an addendum to the contract between the City and our firm. Our fees for the additional services, if required, will be based on the actual time spent by professional or administrative personnel at quoted hourly rates, specified above. Our standard hourly rates vary according to the degree of responsibility involved, and the experience level of the personnel assigned.

Manner of Payment

Progress billings will be sent on the basis of actual audit work completed during the course of the engagement. Interim billings do not cover a period of less than a calendar month. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work and payment will be receiving under the following schedule.

Bill for Questions on Technical Matters

Routine consultations regarding recommended accounting procedures, IRS, and other regulations are included in the fees stated above. We encourage you to contact us throughout the year on technical matters that arise, which are not directly associated with the audit or tax return preparation. We will not bill for items that do not require research or items that require a minimum amount of research. Generally, we will discuss the need to bill you for research that takes an hour or more of our time. We will agree on the fee estimate with you before we begin the research. In addition, you may ask us to provide additional business advisory, accounting, and tax services. These services will be invoiced based on standard hourly rates by level of experience of the person performing the project. We believe there will be significant start-up time in the initial year of our engagement but we will bear that cost to get up to speed on your company specifics as we view the engagement as a long-term relationship.

We have provided you a fee estimate based on the following assumptions:

- The accounting records will be in balance and supported by appropriate documentation.
- The City's staff will provide the supporting schedules for all asset and liability accounts.
- The City's staff will provide general assistance, such as locating documents, typing confirmation requests, and coordinating meetings.





Proposal to Provide Professional Auditing Services

Benefits of Choosing Harshwal & Company, LLP

Harshwal & Company, LLP is recognized for its professionalism, integrity, and providing clients with effective resolutions for their unique circumstances and issues. Our firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. Harshwal & Company, LLP's main objective is always to provide the City with solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect.

This philosophy and mindset allow us to provide a superior level of service. We trust that this proposal has given you the information you need about the firm, the engagement team members, our overall audit approach, firm's cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City and providing you with the excellent level of service that you expect and deserve.

Inherent in our service is the on-going support, education, and advice to our clients. The comprehensive service includes:

- Email updates on all new and pertinent developments.
- A careful review of the effects of these new developments (if any), on your particular circumstances. If necessary, we will advise you on any changes needed in accounting procedures.
- We will meet with the Finance Department head at the beginning of the audit to advise on matters of particular interest. We will provide "best practices" for effective daily operations that will also provide information necessary for the financial statements.
- Throughout the audit, we will advise your accounting personnel on best practices for maximum efficiency in each major operational area.

"Keeping in touch with" is the hallmark of our service. You will receive phone calls, emails, and information through the Harshwal & Company, LLP portal on a consistent and regular basis.





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 12, 2025
FROM:	Martin Beltran, Finance Manager
SUBJECT:	Second Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills.
RECOMMENDED ACTION:	Adoption by title only and waive the second 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. 7/22/2025 - City Council conducted and approved the first reading of the proposed Ordinance regarding reimplementing penalties for delinquent water and sewer bills.
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.

The City Council conducted and approved the first reading at the regular City Council meeting of July 22, 2025.

DISCUSSION: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 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 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 - SHMC Section 13.04.130 and 13.20.020 - Redline](#)

[Attachment C - SHMC Section 13.04.130 and 13.20.020 - Clean](#)

[Attachment D - P-FI-0019 Discontinuation of Water Service for Non-Payment - Redline](#)

[Attachment E - P-FI-0019 Discontinuation of Water Service for Non-Payment - Clean](#)

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 forty-five (45) 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;

2. If a payment by a customer has been delinquent for at least sixty (60) days, 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;

3. 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 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 thirty (30) days from and after the date of its final passage and adoption.

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 22nd day of July, 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: _____

13.04.100 Rules and regulations generally.

A. *Right of Access.* Duly authorized representatives of the department shall have the right of access at all reasonable hours to any premises where water from the department's water system is used for the purpose of inspection and examination.

B. *Persons Authorized to Make Connections.* No person other than the duly authorized representatives of the department shall connect the consumer's service to or disconnect the same from the water mains of the department.

C. *Shutoff Valves.* Every water consumer shall install and maintain at his or her own expense a shutoff valve inside the property line at a location accessible in event of emergency.

D. *Permission to Supply Additional Premises.* No person whose premises are supplied with water shall furnish water to other premises, unless he or she shall first make application in writing to the department and secure approval in writing.

E. *Agricultural Use.* Water purchased from the department pursuant to the provisions of this chapter and Chapters [13.08](#) and [13.12](#) may not be used for any agricultural purpose except in one of the following conditions:

1. The products or results of such agricultural purpose are consumed or enjoyed solely by or on the premises of the water customer;
2. The water used for an agricultural purpose is recycled from some nonagricultural use by the water customer;
3. The city council has expressly granted permission to the water customer to use water for the agricultural purpose;
4. Water serving the premises has been used for an agricultural purpose during the six months preceding August 9, 1994, in which case only that particular agricultural use may continue and may not be expanded; or
5. Parcels are less than one-half acre in size.

F. *Bills for Charges.* All bills for water charges will be rendered by the city monthly. All bills shall become due and payable upon presentation and shall be paid at the office of the finance department.

G. *Supplemental Rules.* The city council may, by resolution, provide such supplementary rules and regulations as it deems necessary or advisable to accomplish the interest and purposes of this chapter and Chapters [13.08](#) and [13.12](#).

H. *Previous Agreements.* None of the provisions of this chapter and Chapters [13.08](#) and [13.12](#) shall apply to or in any manner affect any agreement for furnishing water, for extension of water mains or installation or maintenance of water service made before June 10, 1952, and to which the city is a party, but as to such agreements, the provisions and requirements of ordinances and resolutions in force at date of such agreement shall apply and any and all such agreements so made are ratified and confirmed. (Ord. 19-9 § 1 (Exh. A); Ord. 16-13 § 5 (Att. 6); amended by city 4/17/13; Ord. 02-5 § 18; prior code § 18.10)

13.04.130 Enforcement—Discontinuance of service upon delinquency.

A. *Discontinuance of Service to Abate Dangerous Conditions, Waste, Etc.* The city may refuse to furnish water and may discontinue service to any premises where apparatus, appliances or equipment using water is found by the director of public works or designee to be dangerous or unsafe or where the use of water on such premises is found by the director of public works or designee to be detrimental or injurious to the water service furnished by the city to other consumers, or where the director of public works or designee finds that negligent or wasteful use of water exists on any premises which affects the city's water service. The city shall have the right to refuse or discontinue water service to any premises if necessary, to protect itself against fraud or abuse.

B. *Enforcement by Director of Public Works.* The director of public works is charged with the enforcement of all the provisions of this chapter and Chapters [13.08](#) and [13.12](#).

C. *Discontinuance for Certain Violations.* In the event of violation, other than nonpayment of water service charges, of any terms of this chapter and Chapters [13.08](#) and [13.12](#), the director of public works may disconnect any premises from the water system after first notifying in writing the person causing, allowing or committing such violation, specifying the violation and, if applicable, the time after which, upon the failure of such person to prevent or rectify the violation, the director of public works will exercise his or her authority to disconnect the premises from the water system; provided, that such time shall not be less than five days after the deposit of such notice in the United States Post Office at St. Helena, Napa County, California, addressed to the person to whom notice is given; provided, however, that in the event such violation results in a public hazard or menace, then the director of public works may enter upon the premises without notice and do such things and expend such sums as may be necessary to abate such hazard, and the reasonable value of the things done and the amounts expended in so doing shall be a charge upon the person so in violation.

D. *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 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;

2. If a payment by a customer has been delinquent for at least sixty (60) days, 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;

32. 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;

43. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section [13.04.180](#), Appeals.

E. *Disconnection of Water Service for Nonpayment Policy.* The city council may adopt, by resolution, a disconnection of water service for nonpayment policy. Such policy may include, but may not be limited to, provisions concerning additional billing procedures, disconnection of service, notification procedures, restoration of service, procedures to contest or appeal a water bill, extensions or other alternative payment arrangements, protections available to qualified low-income customers, procedures for becoming a customer of the city under specified circumstances, and related matters. To the extent a policy adopted pursuant to this section conflicts with any provisions of this chapter, this chapter shall control.

F. *Hardship Agreements.* City finance department may in its discretion offer hardship agreements which create payment plans for delinquent bills. All requests for hardship agreements and payment plans must be submitted in writing. Hardship agreements are approved at the discretion of the finance director based on amount owed and payment history.

G. *Reconnection Fee.* Whenever any premises have been disconnected from the water system for any violation of this chapter or Chapters [13.08](#) and [13.12](#), such premises shall not be reconnected to the water system until all delinquent fees, charges, penalties and interest have been paid, together with a reconnection charge as may be set by resolution of the city council.

For customers who demonstrate they are financially unable to pay as provided in the disconnection of water service for nonpayment policy, the reconnection fee shall not exceed fifty dollars (\$50.00) during normal operating hours or one hundred fifty dollars (\$150.00) during nonoperational hours, which amounts shall be subject to inflation as described in the policy.

H. *Lien for Delinquencies.* In addition and as an alternative to any other remedy for enforcement and collection, all delinquent water service charges, including late charges and interest for nonresidential properties, shall become a lien upon the nonresidential real property upon which water is furnished prior to all other liens, encumbrances or exemptions, other than state and county taxes, and shall have the force and effect of a tax lien. The lien shall continue until it is paid together with the penalties and interest set forth in this section. The lien shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All acts applicable to levy, collection and enforcement of municipal taxes apply to this lien. (Ord. 20-4 § 1; Ord. 16-13 § 5 (Att. 6); Ord. 02-5 § 18; prior code § 18.13)

13.20.020 Sewer charges.

A. *Charges Imposed.* Owners of property shall pay to the city a charge based on user categories for the connection of the property to the public sewage system in the amounts set forth by council resolution for every month or any fraction thereof. Properties which are susceptible to classification under two or more user categories shall be subject to charges of the higher classification.

B. *Collection and Billing Generally.*

1. Sewer charges to occupants of property not billed for water service by the municipal water department shall be billed directly for such sewer charges at the same time interval as bills for water charges.

2. All other sewer charges shall be collected from the occupants with the charges for water of the municipal water department of the city and shall be billed upon the same bill.

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.

42. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section 13.04.180, Appeals.

D. *Delinquencies.* In addition and as an alternative to any other remedy for the enforcement and collection of sewer charges, all delinquent sewer charges shall become a lien upon the real property upon which sewage is furnished or supplied, prior to all other liens, encumbrances or exemptions, other than state and county taxes, and shall have the force and effect of a tax lien, and shall be enforced as follows: on or about September 1st of each year the city clerk shall note the amount of all delinquent sewer charges upon the assessment of such real property as shown upon the assessment roll of the city for the current fiscal year, and shall add the amount of such delinquent sewer charges to the tax assessed against such real property and the amount shall be collected with such taxes in the same manner and at the same time as city taxes, and, if not so paid, the same penalties shall be added as are now, or may thereafter be, added to delinquent taxes, and thereafter

the real property upon which it is a lien shall be sold and be subject to redemption in the same manner as real property is now, or may hereafter be, sold for delinquent taxes.

E. *Hardship Agreements.* City finance department may in its discretion offer hardship agreements which create payment plans for delinquent bills. Such agreements are available at the finance department. All requests for hardship agreements and payment plans must be submitted in writing. Hardship agreements may be approved at the discretion of the finance director based on amount owed and payment history. (Ord. 19-9 § 2 (Exh. B); Ord. 16-13 § 5 (Att. 6); Ord. 11-4 § 3; Ord. 08-1 § 1; Ord. 04-9 § 2; Ord. 00-6 § 2; prior code § 12.3)

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1. The products or results of such agricultural purpose are consumed or enjoyed solely by or on the premises of the water customer;
2. The water used for an agricultural purpose is recycled from some nonagricultural use by the water customer;
3. The city council has expressly granted permission to the water customer to use water for the agricultural purpose;
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D. *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 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;
 2. If a payment by a customer has been delinquent for at least sixty (60) days, 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;
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3. 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;
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For customers who demonstrate they are financially unable to pay as provided in the disconnection of water service for nonpayment policy, the reconnection fee shall not exceed fifty dollars (\$50.00) during normal operating hours or one hundred fifty dollars (\$150.00) during nonoperational hours, which amounts shall be subject to inflation as described in the policy.

H. *Lien for Delinquencies.* In addition and as an alternative to any other remedy for enforcement and collection, all delinquent water service charges, including late charges and interest for nonresidential properties, shall become a lien upon the nonresidential real property upon which water is furnished prior to all other liens, encumbrances or exemptions, other than state and county taxes, and shall have the force and effect of a tax lien. The lien shall continue until it is paid together with the penalties and interest set forth in this section. The lien shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All acts applicable to levy, collection and enforcement of municipal taxes apply to this lien. (Ord. 20-4 § 1; Ord. 16-13 § 5 (Att. 6); Ord. 02-5 § 18; prior code § 18.13)

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B. *Collection and Billing Generally.*

1. Sewer charges to occupants of property not billed for water service by the municipal water department shall be billed directly for such sewer charges at the same time interval as bills for water charges.
2. All other sewer charges shall be collected from the occupants with the charges for water of the municipal water department of the city and shall be billed upon the same bill.

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.

D. *Delinquencies.* In addition and as an alternative to any other remedy for the enforcement and collection of sewer charges, all delinquent sewer charges shall become a lien upon the real property upon which sewage is furnished or supplied, prior to all other liens, encumbrances or exemptions, other than state and county taxes, and shall have the force and effect of a tax lien, and shall be enforced as follows: on or about September 1st of each year the city clerk shall note the amount of all delinquent sewer charges upon the assessment of such real property as shown upon the assessment roll of the city for the current fiscal year, and shall add the amount of such delinquent sewer charges to the tax assessed against such real property and the amount shall be collected with such taxes in the same manner and at the same time as city taxes, and, if not so paid, the same penalties shall be added as are now, or may thereafter be, added to delinquent taxes, and thereafter

the real property upon which it is a lien shall be sold and be subject to redemption in the same manner as real property is now, or may hereafter be, sold for delinquent taxes.

E. *Hardship Agreements.* City finance department may in its discretion offer hardship agreements which create payment plans for delinquent bills. Such agreements are available at the finance department. All requests for hardship agreements and payment plans must be submitted in writing. Hardship agreements may be approved at the discretion of the finance director based on amount owed and payment history. (Ord. 19-9 § 2 (Exh. B); Ord. 16-13 § 5 (Att. 6); Ord. 11-4 § 3; Ord. 08-1 § 1; Ord. 04-9 § 2; Ord. 00-6 § 2; prior code § 12.3)

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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.

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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 ~~one~~ (3021) 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)

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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

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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 mater meter. If one of 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.

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
		Page 6 of 7

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.

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
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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.

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Title: Disconnection of Water Service for Nonpayment	Policy #	P-FI-0019
	Revision #	Release
	Implementation Date	Immediate
	Last Update Date	2025-08-12
Approval by City Council	Resolution No. 2020-039	Date Approved 2025-08-12

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
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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 twenty-one (21) 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 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.
 - 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.

5. Enforcement – Final Notice of delinquency (after 60 days)

- 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).

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
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- 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 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 mater meter. If one of 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,

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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:
 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

	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment
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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.

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.
 - 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.

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

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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.

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: PUBLIC HEARINGS

Department: Public Works

DATE:	August 12, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a resolution approving the 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.
RECOMMENDED ACTION:	It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.
PREVIOUS COUNCIL ACTION:	City Council approved Resolution 2025-051 on June 10, 2025, requesting to set a public hearing for August 12, 2025, to consider objections to the proposed annexation as required by state law.
STATEMENT OF THE PURPOSE:	Commence a public hearing to consider objections to the proposed annexation into the St. Helena Municipal Sewer District No. 1. Consideration and approval a Resolution approving the proposed annexation if the proposed annexation is found to be beneficial for the properties.
FINANCIAL IMPACT:	None.

BACKGROUND:

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of state law (SHMC § 13.20.040). State law details the requirements in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer. The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

- (a) Describe the boundaries of the territory proposed to be annexed.
- (b) Designate the proposed annexation by an appropriate number.
- (c) Declare that the area to be annexed to the district will be benefited by such annexation.

(d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing.

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District which will require at least four affirmative votes. Upon a determination by the Council that the Property will be benefited by the annexation, certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. Upon recordation of the resolution, the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District.

If the City Council approves the resolution following the public hearing on August 12, 2025, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees and obtain required permits.

DISCUSSION:

The public hearing notices to consider objections to the proposed annexation for August 12, 2025, were published in the newspaper on July 10, 2025, and on July 17, 2025. Additionally, notices of the public hearing and the Resolution were distributed within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a Resolution approving the annexation of the property into the District, which will require at least four affirmative votes. Upon a determination by the Council that the property will be benefited by the annexation, certified copies of the Resolution will then be recorded (HSC § 4613). Upon recordation of the Resolution the property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District (HSC § 4648).

City Council is requested to consider the annexation from the following parties into the District:

945 Main Street, St. Helena, CA (APN 009-263-007) applied to be annexed into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 152.

The location map for the property is attached. Staff request City Council to consider the applicant's annexation request and consider a Resolution approving the annexation. If the City Council approves the Resolution following the hearing, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Properties will then become eligible to connect to the City's sanitary sewer system.

ENVIRONMENTAL REVIEW:

Properties that are annexed into the District and connect to the sanitary sewer system will be required to abandon existing septic systems in accordance with Napa County Environmental Health Services.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

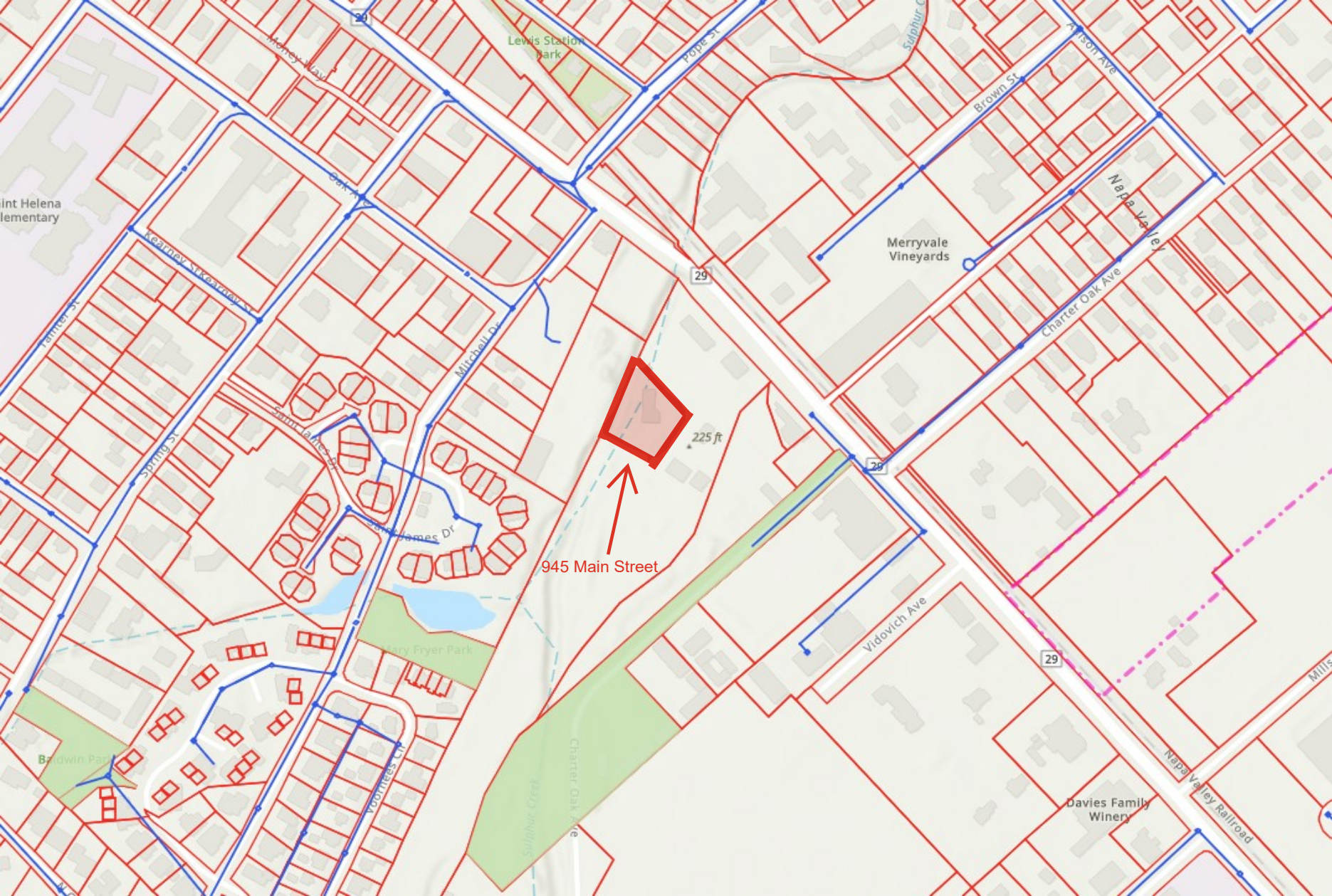
Goal 3: Pursue Water Security & Sustainable Management of Water Resources

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Exhibit A](#)

[Resolution](#)



CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING THE 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**

RECITALS

- A. The property at 945 Main Street, St. Helena, CA (APN 009-263-007) will benefit from annexation into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 152; and
- B. A public hearing regard this proposed annexation was order on June 10, 2025, and was duly noticed and held on August 12, 2025, at a regular meeting of the City Council of the City of St. Helena; and
- C. All annexation fees have been paid; and
- D. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code Section 4641.

RESOLUTION

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

1. The territory described in the attached Exhibit A, commonly known as 945 Main Street, St. Helena, CA (APN 009-263-007) is hereby ordered annexed.
2. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to Section 4647 of the Health & Safety Code.

Approved at a Regular Meeting of the St. Helena City Council on August 12, 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 Council
August 12, 2025
Agenda Item 11.1
Public Hearing – Sewer Annexation
945 Main Street

Joe Leach, PE, Director of Public Works

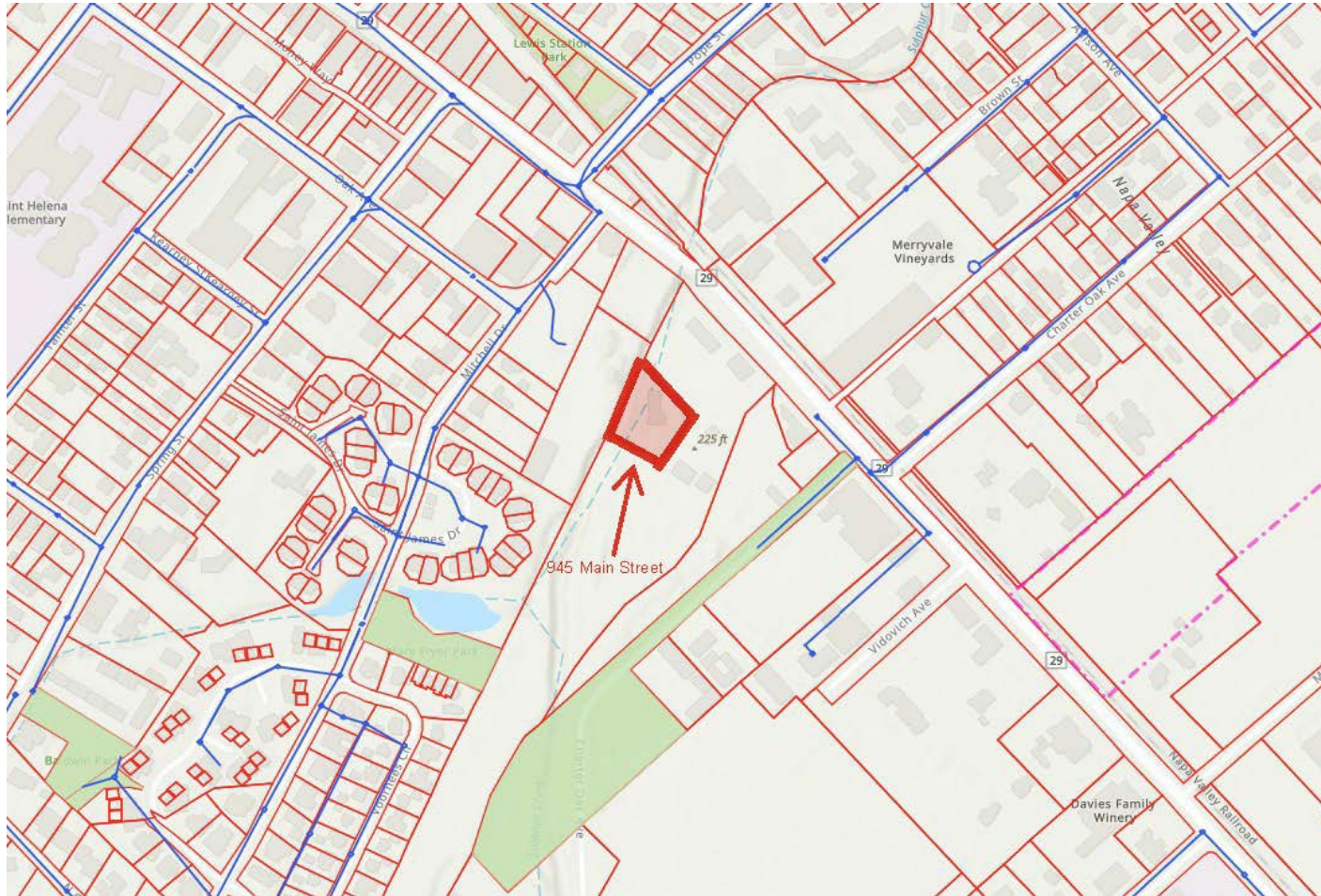


Scope of Action

- Public Hearing for the purposes of annexing parcels into the St Helena Municipal Sewer District No. 1.
- Consistent with St Helena Municipal Code 13.20.040
- Once approved, filing with Napa County and State Board of Equalization
- Initial step to connect to sewer system
 - applicants responsible for all connection costs
 - may be eligible for reimbursement for mainline extension
 - may be required to reimburse another property owner for previous mainline extension.



945 Main Street





Recommended Action

Adopt Resolution of the City Council of the City of St. Helena to approve the 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.



Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	August 12, 2025
FROM:	Anil Comelo, City Manager
SUBJECT:	Summary of Steps Taken To Address Fiscal Challenges and Seek Direction on Potential Future Actions
RECOMMENDED ACTION:	Provide Direction On Potential Future Actions
PREVIOUS COUNCIL ACTION:	• May 24, 2016 – Sales Tax Measure for November 2016 Ballot • February 8, 2022 – General Obligation Bond (GO Bond) Measure for June 2022 Ballot • February 28, 2023 - Long Range Financial Plan Options • May 23, 2023 - Report to City Council on Potential Revenue Options • November 28, 2023 - Resolution declaring City parcels to be surplus • October 10, 2023 - Presentation on GO Bond Opinion Research • February 27, 2024 - Real Property Transfer Tax Recommended Structures and Council Direction • March 12, 2024 - Draft City Charter Language to City Council • April 9, 2024 - 1st Public Hearing Charter City • May 14, 2024 - 2nd Public Hearing Charter City • May 14, 2024 - Presentation on Real Property Transfer Tax and Charter City Opinion Research and Council direction. • June 11, 2024 - Adopt Resolutions placing the Charter City and Real Property Transfer Tax Measures on the November 5, 2024 Ballot • March 11, 2025 Provide an Updated Analysis of the City's Revenues and Expenditures to Determine the Extent of the Structural Deficit. • April 8, 2025 - Provide direction to staff on preferred revenue options to bring back to City Council for consideration
STATEMENT OF THE PURPOSE:	To Seek Direction on Potential Future Actions to Address City's Fiscal Challenges
FINANCIAL IMPACT:	None.

BACKGROUND:

Over the past decade, city council and staff have struggled with the challenge of insufficient funding to address rising costs, aging infrastructure, a more complex regulatory environment, and growing community expectations. Starting in 2017, recognizing the deterioration of the City's assets and the need to provide better services to the community, City Council set in motion a series of studies, working committees, and reports to categorize assets, provide cost estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets/infrastructure. These efforts were consistent with the following City Council Goals:

- *Goal 1 – Strengthen Financial Sustainability,*
- *Goal 2 – Improve Infrastructure and Environmental Sustainability,*
- *Goal 5 – Enhance Quality of Life,*
- *Goal 8 – Implement Capital Improvement Plans*

In 2023 and 2024, the City conducted an operational review of city services by department to explore potential efficiencies, shared services, and cost savings. The city also implemented eight (8) technology solutions to enhance customer service and efficiency. Additionally, the City increased User Fees and Impact Fees, Water and Wastewater Rates, and sought Grants. On May 23, 2023, a report was brought to Council that further discussed revenue options and City Council directed staff to explore the feasibility of a General Obligation Bond, a Real Property Transfer Tax, and other revenue enhancement options as needed. At the June 11, 2024 meeting, the City Council adopted resolutions placing the Real Property Transfer Tax and Charter Amendment on the ballot which failed in November. The city also initiated the sale of city properties and chose to sell Main Street and Railroad Avenue properties. The goal was to create stable revenue streams to fund the revitalization of the city's infrastructure, advance workforce housing to support local businesses, and improve quality of life for residents. April 11, 2025 City Council received a staff report which listed various [revenue options](#).

DISCUSSION:

Despite many efforts over the years, the city continues to face well-documented challenges due to inadequate revenues. These challenges include outdated equipment and technology, deteriorating roads, sidewalks, and water-wastewater systems, understaffed departments, and poorly maintained parks and other city facilities.

Since the RPTT measure failed in November 2024, there have been discussions at previous City Council and Finance Committee meetings on the need for new revenues.

It is anticipated that over the next couple of months, the Finance Committee will do the following:

- Review of the Cost Allocation plan

- Determination of regular deficit (Structural Deficit)
- Analysis of Compensation study
- Evaluation and recommendation of options for expenditure reductions and revenue enhancement measures and strategies

This work by the Finance Committee will be critical as the City Council evaluates recommendations and makes decisions related to staffing levels, collective bargaining, and potential ballot measure(s) in November 2026.

The charts below illustrate the projected financial position as of June 30, 2026, and June 30, 2027, based on the estimated revenues and expenditures outlined in the biennial budget.

GENERAL FUND ESTIMATED NET POSITION – AS OF JUNE 30, 2026

Description	FY26	Fund Balance	Reserve %
Estimated Unassigned Fund Balance @ 6/30/25		10,915,126	
Estimated Revenues @ 6/30/26	20,771,956		
Estimated Expenses @ 6/30/26	(22,183,691)		
Excess of Revenues over Expenditures		(1,411,735)	
Estimated Unassigned Fund Balance @ 6/30/26		9,503,391	
Estimated Unassigned Net Position			42.8%

GENERAL FUND ESTIMATED NET POSITION – AS OF JUNE 30, 2027

Description	FY27	Fund Balance	Reserve %
Estimated Unassigned Fund Balance @ 6/20/26		9,503,391	
Estimated Revenues @ 6/30/27	21,402,954		
Estimated Expenses @ 6/30/27	(23,021,620)		
Excess of Revenues over Expenditures		(1,618,666)	
Estimated Unassigned Fund Balance @ 6/30/27		7,884,725	
Estimated Unassigned Net Position			34.2%

As the budget projections for the next two fiscal years above shows, the city is projected to end FY 2027 with a deficit of \$1.6 million and reserve level of 34.2%. While this is above the required 30% (by city council policy), the reserve level has been trending downward and continued withdrawal is imprudent. The budget for the next two years, like the last decade or more, is being kept artificially low by not properly funding various aspects of city operational needs. When other factors are considered, the projected annual deficit balloons to somewhere between \$6 million and \$10 million depending upon the items included.

The charts below outline the estimated costs associated with unfunded needs, including additional staffing, market adjustments, capital improvement needs, and other key financial obligations.

ADDITION OF 4.5 POSITIONS & MEDIAN

Addition of 4.5 positions and wages at Market Median	
	Costs
Current Positions	17,180,029
Additional Positions (4.5)	685,000
Cost of Market Median	669,520
Capital Asset Replacement	1,000,000
Unfunded Liabilities	500,000
<i>Updated Cost</i>	<i>\$20,034,549</i>
Net Cost	2,854,520

CAPITAL IMPROVEMENT NEEDS - GF

Capital Projects 20-Year	Other Identified Projects (Years 1 - 20)		
	Budget	Available Funding	Shortfall
Streets	79,476,055	50,124,241	(29,351,814)
Stormwater	19,182,000	10,500,000	(8,682,000)
Civic	30,260,120	-	(30,260,120)
<i>Subtotals:</i>	<i>128,918,175</i>	<i>60,624,241</i>	<i>(68,293,934)</i>
	General Fund Estimated Annual Shortfall		(3,419,165)

STRUCTURAL DEFICIT RANGE

	Market Median
Current Staffing Cost	17,180,029
New Staffing Cost	20,034,549
Difference	2,854,520
Current Deficit	1,550,000
Base Structural Deficit	\$4,404,520
General Fund CIP Need	3,400,000
Possible VLF loss	1,000,000
Total Structural Deficit	\$8,804,520

The fact remains that the City has a structural deficit. The extent of which can be debated and as stated earlier, depends upon the factors included. The following are some factors:

- Annual cost for General Fund related Capital Improvement Plan items or projects that are not currently funded through Water/Wastewater enterprise funding or other dedicated funding source.
- Allocation for capital items such as vehicles, equipment, computers, etc.
- Paying employees competitive compensation
- Paying down debt and liabilities such as the pension obligation
- Investments in the maintenance of roads, sidewalks, bridges, buildings, parks and other assets that do not currently have a dedicated funding source.

The Streets Masterplan, Parks Masterplan, Efficiency and Business Transformation study, and the Compensation review currently underway will provide valuable data with which the City Council can prioritize and with the support of the Finance Committee and staff chart a course of action.

On November 28, 2023, the city council declared two properties—one on Main Street and the other on Railroad Avenue—as surplus and since then the city launched the sale process. Developing new revenue streams and building housing units through the sale of city properties remain top priorities for the city. The city is therefore fortunate to have underutilized city properties that can help achieve these goals. The work related to the sale of the two properties is ongoing and staff is currently negotiating an Exclusive Negotiating Agreement (ENA) with the finalist developer. Once the ENA is authorized by City Council, staff can begin to negotiate a Development Agreement (DA) to build housing on Railroad and a hotel on the City Hall site on Main Street. If everything goes

according to plan, the City will likely receive sales proceeds in Fiscal Year 2027 or 2028 and ongoing revenue about 2 years later.

Revenue from any potential hotel development is at least 4 years away and will likely not cover all the short- and long-term costs/liabilities of the City. If there is agreement on this point, it would be prudent to explore revenue measure(s) and early discussions would be beneficial.

Attached is a list of potential revenue measures that were presented to city council on April 8, 2025.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 1: Strengthen Financial Sustainability

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[04.08.2025 Revenue options](#)

Revenue Type	Notes	Estimated Annual Revenue
Update Business License Tax Current annual revenues total \$101,000	Change to a gross receipts model based on sales attributable to the jurisdiction. Estimate based on a 1% gross receipts tax (net of annual enforcement costs) There are various types of Business License Taxes may be considered: Payroll Tax* Business Activity Tax*	\$3,200,000
Parcel Tax (Fire Services)	The fire budget is approximately \$2.7 million. To generate that amount from a parcel tax would require a \$704 parcel tax	\$2,700,000
Sales Tax/Transactions & Use Tax	Increase by 0.5%	\$2,300,000
Real Property Transfer Tax	Also requires becoming a General Law City Estimated based on a 1.5% tax rate Next window for a ballot measure would be November 2027.	\$2,250,000
Parcel Tax (Library)	The library budget is approximately \$1.2 million. To generate that amount from a parcel tax would require a \$313 parcel tax	\$1,200,000
User Utility Tax	Range is based on per capita rates of \$100 to \$175	\$450,000 - \$787,500

Parking Meters Downtown	Would require enforcement	\$300,000 - \$500,000
Establish Citywide Parks Maintenance District	Would require annual reports Would require a nexus study City would be required to provide "general benefit" financial contributions	\$300,000 - \$500,000
Transient Occupancy Tax (TOT)	Increase TOT by 1%	\$450,000
Increase # of STRs	Average per STR is \$10,500 annually. Adding 25 new STRs will generate approximately \$262,500 annually.	\$262,500

* Both the Payroll Tax and Business Activity Tax would require a deeper analysis and are cumbersome to administer.

FINANCIAL FUTURE



City of St. Helena – Financial Future Report

August 2025

AGENDA

- Review FY 2025-26 and FY 2026-27 budget data
- Receive estimates for Structural Deficit and GF Reserves

GENERAL FUND ESTIMATED NET POSITION – AS OF JUNE 30, 2026

Description	FY26	Fund Balance	Reserve %
Estimated Unassigned Fund Balance @ 6/30/25		10,915,126	
Estimated Revenues @ 6/30/26	20,771,956		
Estimated Expenses @ 6/30/26	(22,183,691)		
Excess of Revenues over Expenditures		(1,411,735)	
Estimated Unassigned Fund Balance @ 6/30/26		9,503,391	
Estimated Unassigned Net Position			42.8%

GENERAL FUND ESTIMATED NET POSITION – AS OF JUNE 30, 2027

Description	FY27	Fund Balance	Reserve %
Estimated Unassigned Fund Balance @ 6/20/26		9,503,391	
Estimated Revenues @ 6/30/27	21,402,954		
Estimated Expenses @ 6/30/27	(23,021,620)		
Excess of Revenues over Expenditures		(1,618,666)	
Estimated Unassigned Fund Balance @ 6/30/27		7,884,725	
Estimated Unassigned Net Position			34.2%

CAPITAL IMPROVEMENT NEEDS - GF

Capital Projects 20-Year	Other Identified Projects (Years 1 - 20)		
	Budget	Available Funding	Shortfall
Streets	79,476,055	50,124,241	(29,351,814)
Stormwater	19,182,000	10,500,000	(8,682,000)
Civic	30,260,120	-	(30,260,120)
<i>Subtotals:</i>	<i>128,918,175</i>	<i>60,624,241</i>	<i>(68,293,934)</i>
	General Fund Estimated Annual Shortfall		(3,419,165)

ADDITION OF 4.5 POSITIONS & MEDIAN

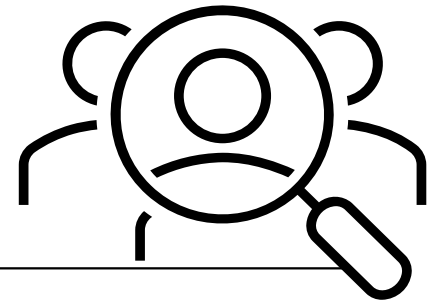
Addition of 4.5 positions and wages at Market Median	
	Costs
Current Positions	17,180,029
Additional Positions (4.5)	685,000
Cost of Market Median	669,520
Capital Asset Replacement	1,000,000
Unfunded Liabilities	500,000
<i>Updated Cost</i>	<i>\$20,034,549</i>
Net Cost	2,854,520

STRUCTURAL DEFICIT RANGE

	Market Median
Current Staffing Cost	17,180,029
New Staffing Cost	20,034,549
Difference	2,854,520
Current Deficit	1,550,000
Base Structural Deficit	\$4,404,520
General Fund CIP Need	3,400,000
Possible VLF loss	1,000,000
Total Structural Deficit	\$8,804,520

STRUCTURAL DEFICIT ESTIMATE

- \$6 million to 10 million
- Excludes unexpected expenditures and one-time needs.

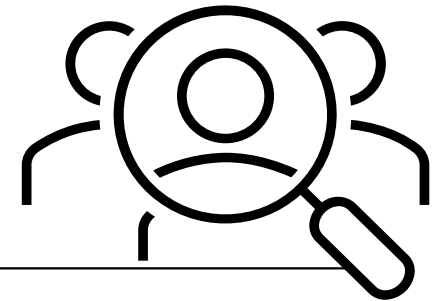


FINANCE COMMITTEE ASSISTANCE

1	Review of Cost Allocation Plan
2	Determination of regular deficit
3	Analysis of Compensation study data
4	Evaluation of revenue measure options and recommendations for a shortlist with estimates of revenues

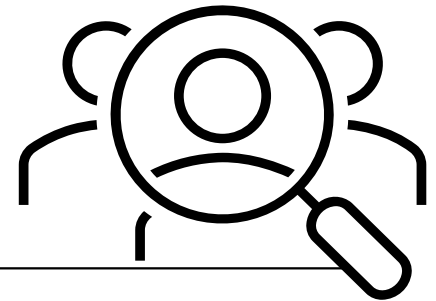
ACTIONS TO GENERATE REVENUE

- Updated User Fees and Impact Fees
- Sought/obtained grants
- 2024 ballot measure (RPTT)
- Sale of city properties on Main St. and Railroad Ave
- Budget process – 8% reduction in expenditures

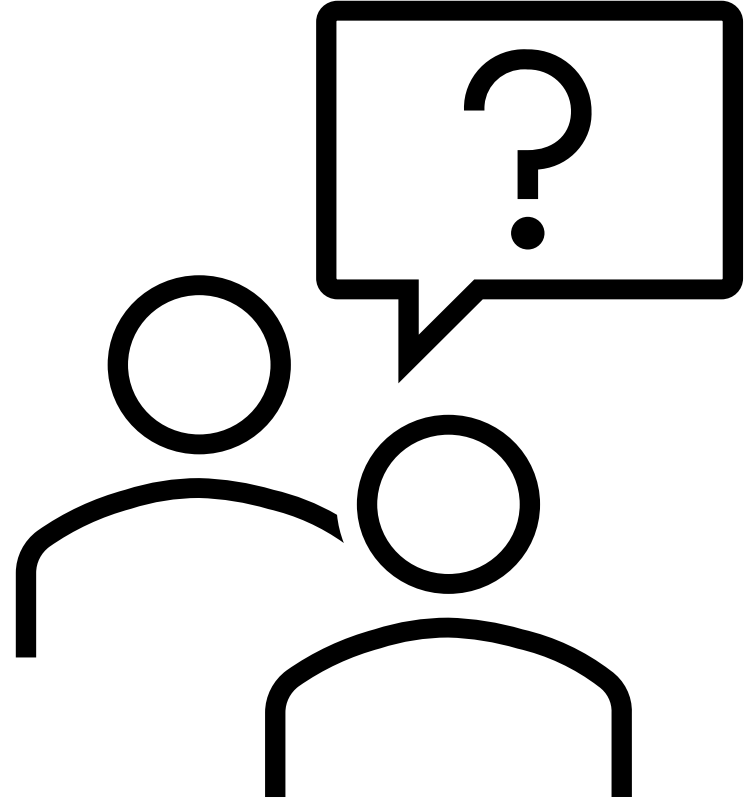


SALE OF CITY PROPERTIES

- Process initiated in 2023 to generate revenue
- Properties selected for sale were thought to be easier to sell
- Sale price revenue in FY 2026-27 or later
- Ongoing TOT revenue in FY 2029-30 or later



QUESTIONS OR COMMENTS?



NOVEMBER 2026 BALLOT MEASURE - TIMELINE

Dates	Item
June 24, 2026	City Council Places Measure on Ballot (at least 88 days prior to election)
July 29, 2026	County BOS approval, permitting the county elections official to render specified services to the City relating to the conduct of an election
November 3, 2026	Election

From: [Alan Galbraith](#)
To: [Public Comment](#)
Subject: Public Comment, City Council Meeting, August 12, 2025, Item 12.1 (Fiscal Adversity Planning)
Date: Sunday, August 10, 2025 7:27:44 PM

I have read with care the City Manager's Item 12.2 Report. Over the years I have strongly advocated the imperative need for major new tax revenues. I adhere to my view that there is no meaningful alternative.

Here, I want to comment on new substantial hotel revenue as a future source of general fund revenue. I am of the belief that such revenue is not just speculative but the thought of it at this time borders on the delusional.

During my four years as mayor I was repeatedly assured that hotel groundbreaking at Vineland Station, with its 10-year Development Agreement, was just months away. The Development Agreement expired with no hotel. I start with deep baseline skepticism, to put the matter mildly.

It would appear from the City Manager's report that the only hotel development currently under consideration is at City Hall, with revenue at least four years away. The two hotel projects (the Bank of America site; the Krug Winery site) under active consideration in the very recent past, I infer, are now off the table. The Council should publicly confirm this inference is its discussion with Staff.

As for the City Hall site, I recall vividly the comments at a well-attended community meeting during my time as mayor of one of the three developers presenting their thoughtful proposals for the City-owned Adams Street property. He made two big points about the suitability of a hotel at the City Hall site: first, it was a seriously challenging hotel site due to its proximity to the Fire Station. Second, squeezing a luxury hotel into the City Hall space would significantly impair enjoyment of Lyman Park. The developer was highly qualified, and was emphatic on these points. I certainly thought his points were well taken. In consequence, even if a hotel project were to be authorized at the City Hall site, I foresee a substantial risk that it would be rejected at the ballot box. The integrity of Lyman Park is that important.

So, my basic point is that, with no hotel project currently authorized, and the only one on a fairly distant horizon being less than problematic, the Council should rule out hotel revenues as a potential revenue source at this time in its evaluation of new substantial revenue sources available to assist with addressing the City's structural deficit.

Alan Galbraith
 St. Helena Mayor, 2014-18
 Sent from my iPad



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	August 12, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Consideration and Designation of Voting Delegates for vote(s) to be done at the 2025 League of California Cities Annual Conference business meeting.
RECOMMENDED ACTION:	Consideration and Proposed Approval of: 1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and 2. Designating Alternate Voting Delegates; and 3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	To appoint a voting delegate and alternates to represent the City of St. Helena at the League of California Cities Annual Conference Business Meeting.
FINANCIAL IMPACT:	There are no fiscal impacts.

BACKGROUND: N/A

DISCUSSION:

The League of California Cities provides legislative advocacy, professional development, and educational resources for incorporated cities and towns in California, including the City of St. Helena.

The League of California Cities Annual Conference is scheduled for October 8 to October 10, 2025, at the Long Beach Convention Center in Long Beach. The Cal Cities General Assembly will convene on the last day of the conference for the Annual Business Meeting in order to potentially consider and take action on resolutions that establish League policy.

Each member city of the League of California Cities may, with the approval of the City Council, designate a city official as their Designated Voting Delegate and, in the event that the Designated Voting Delegate is unable to serve in that capacity, up to two Alternate Voting Delegates may vote.

Designated Voting Delegates and Alternates must be registered to attend the Annual Conference. A staff member can be appointed to fill the voting role in the event that no Council Member plans to attend, or as an alternate delegate.

Currently Council Member Barak, Council Member Spadarotto, Council Member Summers, and City Manager Comelo are registered to attend the conference.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[2025 Voting Delegate Information Packet](#)



Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).

For more information visit www.calcities.org/general-assembly