

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 12, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Pacific Legacy (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Archaeological Collections Management from the St. Helena Flood Control Project.

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"**, 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"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed \$86,800.10, 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. 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

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 engaged in providing services similar to those required of Consultant under this Agreement.

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:

- D. 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.

E. 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.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

F. 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.

G. 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.

H. 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.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$50,000 or greater must be declared to and approved by the City.

J. 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.

K. 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.

L. 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.

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

SECTION 8 – INDEMNIFICATION

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

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

Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to

interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – 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's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – 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 18 – NOTICES

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

To City: City Manager
 1480 Main Street
 St. Helena, California 94574

To Consultant: Pacific Legacy
 Bay Area Division
 Attn: John Holson
 900 Modoc Street
 Berkeley, CA 94707
 holson@pacificlegacy.com

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 19 – 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 20 – 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – SEVERABILITY

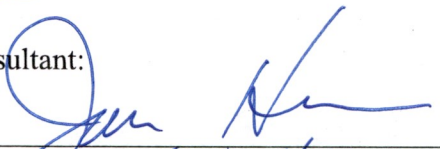
If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void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

SECTION 28 – SPECIAL PROVISIONS

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


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

Consultant:

By: 
Name: JOHN HOLSON
Title: PRINCIPAL

6-12-18

City:

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

Approved as to Form:

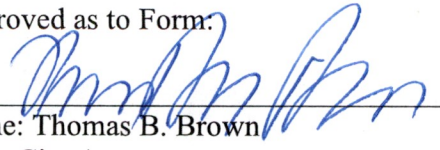
By: 
Name: Thomas B. Brown
Title: City Attorney

Exhibit A

December 6, 2016

Tracey Perkosky
Grants and Finance Manager
City of Saint Helena
1480 Main Street, Saint Helena, CA 94574

Re: Archaeological Collections Management from St. Helena Flood Control Project

Tracey,

Please consider this our proposal to prepare the archaeological collections for curation from four prehistoric sites excavated for the St. Helena Flood Control Project. The curatorial facility will be the David A. Fredrickson Archaeological Collections Facility at Sonoma State University (SSU). I have attached the required paperwork and facility's cataloging standards to this proposal. The collections are from CA-NAP-399, CA-NAP-406, CA-NAP-413, and CA-NAP-863. Our report titled "Archaeological Data Recovery at CA-NAP-399, CA-NAP-406, CA-NAP-413, and CA-NAP-863 for the St. Helena Flood Protection Project, City of St. Helena, Napa County, California (2013)" contains Appendices A through D which are the catalogs for the archaeological materials for each site.

We have completed a preliminary inventory of boxes of material we have collected from the testing, data recovery, and monitoring phases of the project. We have 23 boxes of material collected from the testing and controlled excavation and an additional 13 boxes of material from the monitoring effort. The boxes are standard bankers' boxes, each 1 cubic foot in volume. Further, we have 127 groundstone items (mortars, pestles, worked stone) that were collected during the monitoring effort. The quantity of the material collected is quite large due to the fact that all four sites were totally graded away.

All of the burial associated material was reburied at Wappo Park. The largest collection is flaked stone artifacts. Table 10-1 (page 104 of our report) shows the count of flakes stone artifacts from each site. Between 2,100 and 2,500 projectile points, bifaces, unifaces, drills, edge-modified flakes, cores, core tools and abraders were collected. Each of these items will have their own accession number (we have already assigned a catalog number but need to add the SSU number). They will also have to be rebagged and the accession number marked on the artifact. Approximately 300,000 pieces of debitage (pieces of flaked stone discarded during artifact manufacture) can be accessioned in lots rather than individual pieces. The groundstone will have to be marked on the artifact and a tag attached. Seed, bone, shell, and charcoal specimens will also have to be bagged and marked.

Task 1 – Cleaning and Cataloging

All artifactual material in the collection would be cataloged with the following exceptions.

Debitage. We propose retaining a sample of the massive quantity of debitage recovered from primarily CA-NAP 399. Curated material would be from the control units only and not the monitoring effort. The most technologically diagnostic debitage is generally the large-size fractions (over ½-inch diameter), with decreasing technological value for smaller sizes. This is particularly true of quarry and near-quarry assemblages, where debitage tends to represent early stages of artifact manufacture characterized by larger flakes and shatter. We would retain only a 20% sample by weight for curation. Given the large quantities of flakes in these size

Exhibit A

fractions, a 20% sample should provide an adequate reflection of the larger assemblage. We would set aside the non curated material for disposition according to the wishes of the Mishewal Wappo Tribe of Alexander Valley and the City. Each bag each debitage would be cataloged in lots for curated material.

Groundstone. We propose only to keep a sample of the most complete specimens or unusual examples of mortars, pestles, charmstones, or other groundstone artifacts. All specimens will be photographed prior to repatriation. We will include the photographs in the documentation for the site. Materials to be repatriated would be done in consultation with the Mishewal Wappo Tribe of Alexander Valley.

Cataloging. This would involve the identification and cataloging for permanent curation of materials. We will have to rebag materials with archival quality packaging as identified in the SSU curation policy (see attached) depending on the type of material. The most time consuming portion of the project is tagging and marking the artifacts.

Task 2 - Curation Preparation

This would include printing documentation (e.g. field notes, maps, catalogs, photos, reports) on archival paper. We would generate of an electronic artifact catalog in Microsoft Acces, with paper copies for SSU. This also includes boxing artifacts for curation in archival bankers' boxes and deliver to SSU. We will follow the guidelines for curation contained in the SSU curation policy. At present, it costs \$1200.00 per box for curation. We estimate the collection will be 25 boxes.

Task 3 - Repatriation

We have included funds to packaging and delivery of materials to be repatriated to St. Helena. We will also prepare a supplemental report and site record indicating where the collection is curated and what was repatriated.

I have attached a budget by task which are inclusive of curation costs. As for the material to be repatriated, we would propose reburial at Wappo Park with the other materials which were reburied. If you have any questions, please do not hesitate to contact me.

John Holson
Principal

ACC #: _____

SITE #: _____

P#: _____

AGREEMENT FOR CURATION OF ARCHAEOLOGICAL COLLECTIONS

David A. Fredrickson Archaeological Collections Facility, Bldg. 29
Sonoma State University
1801 E. Cotati Avenue

Rohnert Park, California 94928

Office: (707) 664-2015

Fax: (707) 664-4155

Email: gibsone@sonoma.edu

1. The purpose of this Curation Agreement is to allow for the permanent curation (i.e., *in perpetuity*) of all materials curated under this accession number. This means that unless warranted by unusual circumstances the collection, in its entirety and including associated documentation, shall be permanently housed at this facility, and will remain intact and not transferred to another facility. State and federally owned collections require written authorization from the appropriate agency before any transfer.
2. Archaeological materials curated under this Agreement must derive from northern California contexts or otherwise relate to northern California research questions. In certain situations, collections derived from other localities may be accepted on a case-by-case basis. In that event, prior approval for permanent curation must be obtained from the Collections Manager, David A. Fredrickson Archaeological Collections Facility (the Facility).
3. **The Facility will not accept for curation any collection(s) that contains human remains, funerary objects, items that are known or believed to be sacred, or materials that may be defined as items of cultural patrimony** pursuant to Public Law 101-601 and 43 CFR Part 10, the Native American Graves Protection and Repatriation Act or NAGPRA (25 U.S.C. Sec. 3001 *et seq.*). It is the submitter's responsibility to determine if a collection contains materials that are subject to NAGPRA compliance. Before a collection is accepted for permanent curation, the submitter must certify *in writing*, on page 4 of this agreement, that: (a) the collection has been examined for the presence of human remains, funerary objects, items that are known or believed to be sacred, or materials that may be defined as items of cultural patrimony, and (b) all such items have been removed in their entirety from the collection prior to its arrival at the Facility. If such items are discovered in collections that are offered to the Facility for permanent curation, the Collections Manager will not accept those collections and will notify the submitter that the entire collection must be re-examined and the classes of material defined must be removed. Curation fees on returned collections will be refunded. Collections may be re-submitted for permanent curation after the conditions set forth in this section have been met. Any reworking of a collection will be at the submitter's expense. The certification will become a part of the collection's permanent documentation. **No collection will be accepted for permanent curation at the Facility without this certification.**
4. Archaeological materials requiring a controlled environment, special care or equipment, or conservation treatments (i.e., climate, humidity, or temperature controls; insect-proof storage cabinets; chemical applications, etc.) will not be accepted for permanent curation at the Facility.
5. The Facility will not accept for permanent curation a collection that has been treated with pesticides or other potentially dangerous chemicals.

Exhibit A

6. Collections **MUST** be accompanied by provenience data. Such documentation necessarily includes an artifact catalog (submitted as hard copy and printed on acid free paper) and originals or legible copies of field notes and journals, level/feature/layer/context records, maps, charts, field drawings, slides, photographs, and other documentation as appropriate (particularly that describing artifact provenience). If applicable, originals or copies of burial records should be included as part of the documentation package. A photo log(s) printed on acid free paper must accompany all photographic materials. Photographic contact sheets, negative holders, and all slides must be marked by a photo number, and must be stored in archival quality polyethylene holders. Electronic copies of artifact catalogs written in Microsoft Excel or Access are required. Collection documentation materials will be counted as part of the total number of boxes constituting the collection.

7. A hard copy of the final report(s) printed on acid free paper describing, analyzing, or interpreting the collection materials **MUST** be submitted *with the collection* as part of the documentation. This is *in addition* to a report submission to the Northwest Information Center of the California Archaeological Inventory.

8. To be accepted for curation, all materials must be thoroughly cleaned and air-dried before cataloging. Exceptions include fragile artifacts or ones that may be damaged by cleaning (i.e., beads, metal, soft organic materials such as leather or fabrics, bulk residue samples, etc.). Specific items, such as diagnostic artifacts and tools, must be individually inked with permanent catalog numbers using Facility accession numbers. The Facility will provide accession numbers (e.g., 2004-9) upon request. **On all excavation projects, each site must have its own individual accession number and must be identified by its permanent State of California trinomial and/or P number. Collections will not be accepted without reference to at least one of these numbers.**

Catalog numbers written on individual items must be legibly marked using permanent waterproof ink. The location of the number should not be on a ground or worked surface or edge. The ink must contrast with the background of the item (i.e., white on black or vice versa). The number must be sealed using a clear acrylic glaze, preferably Acryloid B-72. The four-digit year must be written out. When inking and cataloging artifacts and collections do not include redundant data, such as unit or feature numbers, within the catalog number (e.g., 2004-9-CU1-Fea2-5 is not acceptable). The only accepted inking format for a catalog number for collections is 2004-9-5, where 2004-9 is the accession number and -5 is the catalog number.

Individual items must be placed in plastic zip-lock bags with paper provenience tags placed inside the bag. The tags should be computer generated and printed on museum quality acid free paper. At a minimum the tags should include the site number, provenience, catalog number, and keyword description, and should be positioned inside the bags so that the information is clearly visible. Do not write on the plastic bags. It is required that all plastic zip-lock bags are at least 4 mil in thickness. It is required that museum quality acid-free boxes be used for collection containers. Unsealed bags or containers and paper bags will not be accepted. Soil samples should be thoroughly air-dried and placed in labeled and stapled double thick paper bags (the only allowed use of paper bags in a collection). So called 'parts bins' or 'bankers bins' (approximately 12"x 4"x4") are accepted when used to group similar or previously bagged items. Oversized artifacts that do not fit into a standard archive box must be inked with the correct catalog number. Properly labeled acid free string tags may be used instead of directly inking catalog numbers onto fragile or very small artifacts such as beads. All cataloged fragile artifacts must be carefully placed in sturdy containers cushioned with archival quality materials.

Separate catalog numbers are to be used for each different group of unmodified items (i.e., debitage, faunal and shellfish remains, flotation/charcoal/soil samples, etc.) from a single level of an excavation unit. That is, one catalog number can be used for all debitage from the same level of a unit. Different groups of items must be placed in separate containers (i.e., plastic zip-lock bag, cardboard box, etc.) with acid-free paper provenience tags placed inside the container. At a minimum the tags should include the site number, unit number, depth, catalog number, and keyword description.

All catalog numbers in a collection must be accounted for. If an item is initially assigned a catalog number and is then subsequently deleted or discarded from a collection, describe it in as much detail as possible in the catalog fields and type "discarded" in the Remarks field on the catalog next to that number. Remember to also enter its "Discard Weight" in the appropriate field. If a catalog number is otherwise not used, type "unused number" in the Remarks field. Leave all other data fields empty for this entry. These entries will help alleviate concerns regarding possible missing items during future collection inventories or research investigations. The last entry or number used in a collection must be indicated as such on the catalog.

Exhibit A

9. Individual items and groups of items must be appropriately packaged within the collection to facilitate their retrieval for inventory, examination, study, or exhibit. Collections must be organized in one of two ways: 1) by artifact class then by catalog number within each class, or 2) numerically by catalog number.
10. Materials must be packed in standard acid-free archive boxes (15"x12"x10") with lids and must be appropriately grouped and packed with respect to weight and fragility. No box is to weigh more than forty (40) pounds. Box content data should be written on the front of each box. These data should include the site number, accession number, contents, range of catalog numbers in a prehistoric collection or context and feature in a historical collection, and box number (box 1 of 5, etc.). Documents should be packed in the final archive boxes of the collection. Special arrangements, and corresponding fee adjustment, will be made for small collections that do not require the standard box size. The use of museum quality, acid-free archive boxes is required.
11. Bulky items such as oversized groundstone or some historic-period materials that do not fit into standard archive boxes are charged on a per box basis as appropriate by weight. They will be counted as part of the total number of boxes constituting the collection. Examples include: a 40-lb. groundstone item will equal one archive box; a two-foot long historic artifact weighing 10 lb. will equal one-quarter of an archive box.
12. Curation fees are a non-refundable, one-time charge of \$1200.00 per standard archive box. **The firm or institution submitting the collection(s) to the Facility for permanent curation is responsible for meeting ALL curation obligations, including fee payments, getting Curation Agreements signed, certifying NAGPRA compliance, and organizing documentation with a final report. Collections will not be accepted until all conditions are satisfied. FEES ARE PAYABLE AT OR BEFORE THE TIME A COLLECTION IS SUBMITTED WITH NO EXCEPTIONS. Checks or money orders should be made payable to Sonoma State University Academic Foundation, Inc. Original signed Curation Agreements are due when the collection is submitted.**
13. Collections must be properly arranged and cataloged as stated in this Agreement. The submitter agrees to reimburse the Facility at a rate of \$45.00 per hour for recataloging or significantly reorganizing a collection.
14. Once a collection is accepted for permanent curation, it is understood that fees paid for the collection are used solely to curate the materials *in perpetuity*. That is, the curation fees are 'fees for service'; the Facility does not 'buy' the collection by charging for curation. Although the Facility will have possession of the collection, control of a collection is not transferred to the Facility upon its acceptance for curation. Until a *Deed of Gift* is recorded, the collection remains the property of the legal landowner from where it originated. Public agency collections remain the property of that agency.
15. It is understood that the Facility reserves the right to lend, study, exhibit, research, and publish any material submitted for curation or for the documentation of collections. The Facility recognizes and respects the proprietary interests of submitters to whatever initial publication rights may be involved UP TO TEN YEARS FROM THE DATE THE MATERIAL IS ACCEPTED for curation.
16. No charge is made for access to collections for legitimate research or for educational and/or scientific purposes. However, prior arrangements must be made with the Collections Manager before access to the collection(s) is granted. This policy is subject to change at any time and without notice. Persons or institutions that make use of the collections do so with the understanding that any publications or other product resulting from the collection's use will include public acknowledgement of the Facility. The user will provide a copy of the product to the Facility.
17. A copy of this agreement **MUST BE SIGNED** by the legal owner of the collection and included with the collection documentation **BEFORE** acceptance of the collection by the Facility.
18. List special problems or concerns regarding the collection on the Continuation Sheet. Complete this section *only after consultation with the Collections Manager before the collection is submitted.*

Exhibit A

NAGPRA CERTIFICATION

I certify that no items listed in Section 3 of this Agreement are present in this collection.

Signature **Date**

Printed Name

Affiliation () **Business Phone**

I, as legal owner of this collection or their lawful agent, accept all the conditions listed in this Agreement:

Signature **Date**

Printed Name

Agency or Affiliation

Address

City, State, Zip Code

() ()
Business Phone **Fax**

Email Address **http://**
Web Site (optional)

***** FOR OFFICE USE ONLY *****

Received By	Date	Accession #	# Boxes
IT Memo/Invoice #	IT Memo/Invoice Date	Total Fees Paid	Date Paid
		Check #	
Inventory Date	Inventory By		
Additional Fees	Reason(s) for Additional Fees		

Continuation Sheet

Curation Agreement

David A. Fredrickson Archaeological Collections Facility

Sonoma State University

1. The St. Helena Historical Society will have access to the collections from the St. Helena Flood Restoration Project for Educational and Display Purposes according to the conditions set forth by the David A. Fredrickson Archaeological Facility for Loans.
2. The City of St. Helena may at some future date transfer the collection to their custody, or the custody of the St. Helena Historical Society, subject to establishing an adequate curatorial facility which meets State of California and Federal guidelines for a curation.
3. The Mishewal Tribe of Alexander Valley will be notified in writing upon the loan or transfer of collections.

PACIFIC LEGACY INC. COST ESTIMATE**St. Helena Curation****LABOR**

	<u>Hourly Rate</u>	<u>Hours</u>	<u>Amount</u>
Administration			
CR7 Principal Investigator, Holson	\$181.90	8	\$1,455.20
Contract Manager	\$98.80	8	\$790.40
Cr 4, Supervisor	\$85.60	4	\$342.40
CR 2, Archaeological Technician	\$55.70	5	\$278.50
Task 1 Cleaning/Cataloging			
CR7 Principal Investigator, Holson	\$181.90	16	\$2,910.40
Faunal Specialist	\$118.10	80	\$9,448.00
CR 4, Supervisor	\$85.60	40	\$3,424.00
CR3, Specialist	\$72.60	160	\$11,616.00
CR 2, Archaeological Technician	\$55.70	160	\$8,912.00
Illustration/Photography	\$85.60	80	\$6,848.00
Task 2 - Curation Preparation			
CR 2, Archaeological Technician	\$55.70	80	\$4,456.00
Task 3 -Repatriation of Artifacts			
CR7 Principal Investigator, Holson	\$181.90	4	\$727.60
CR3, Specialist	\$72.60	16	\$1,161.60
Total Labor			\$52,370.10
OTHER DIRECT COSTS			
	<u>Unit Cost</u>	<u>Number</u>	<u>Amount</u>
Curation Supplies	\$1,000.00	1	\$1,000.00
Curation	\$1,200.00	25	\$30,000.00
Misc	\$300.00	1	\$300.00
SUBTOTAL OTHER COSTS			\$31,300.00
FEE ON COSTS			\$3,130.00
TOTAL OTHER COSTS			\$34,430.00
TOTAL BUDGET			\$86,800.10

CITY OF ST. HELENA

RESOLUTION No. 2018-78

Resolution of the Council of the City of St. Helena authorizing the City Manager to execute an agreement for professional services with Pacific Legacy for a total not to exceed amount of \$86,800.10 for curation of archaeological collections from the St. Helena Flood Control Project

RECITALS

- A. One component of the St. Helena Flood Control Project ("Project") was the excavation of four prehistoric sites; and
- B. Pacific Legacy has been working with the City since 2006 on this project; and
- C. The Archeological data recovery is required by the State Historical Preservation Office; and
- D. Additional work is required by Pacific Legacy to complete the curation of the archaeological collections; and
- E. The total cost for this service is not to exceed \$86,800.10.

RESOLUTION


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

- 1. The City Council approves the contract with Pacific Legacy, for a total contract amount not to exceed \$86,800.10, and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City; and

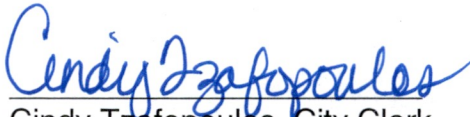
Approved at a Regular Meeting of the St. Helena City Council on June 12, 2018, by the following vote:

Mayor Galbraith:	<u>Yes</u>
Vice Mayor White:	<u>Yes</u>
Councilmember Dohring:	<u>Yes</u>
Councilmember Ellsworth:	<u>Yes</u>
Councilmember Koberstein:	<u>Yes</u>

APPROVED:


Peter White, Vice Mayor
Alan Galbraith, Mayor

ATTEST:


Cindy Tzafopoulos
Cindy Tzafopoulos, City Clerk