



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Meeting Agenda City Council

**THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY  
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT  
NO. 1 AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR  
AGENCY**

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Monday, April 24, 2023

6:00 PM

Town Hall, 363 N. Main Street and Via Video  
Conference

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COUNCILMEMBERS PLEASE TAKE NOTICE

*Councilmembers are reminded that pursuant to the Council policy regarding use of electronic devices during public meetings adopted on November 28, 2022, all cell phones are to be turned off and there shall be no electronic communications during the meeting. All e-communications such as texts or emails from members of the public received during a meeting are to be forwarded to the City Clerk after the meeting is adjourned.*

### ZOOM WEBINAR INVITATION

*This meeting is being presented in a hybrid format, both in person at Town Hall and via Zoom.*

*You are invited to a Zoom webinar*

*When: April 24, 2023 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

*Please click the link below to join the webinar:*

*<https://us06web.zoom.us/j/87644050115>*

*Or Telephone: +1 669 444 9171 or +1 720 707 2699 (\*6 mute/unmute; \*9 raise hand)*

*Webinar ID: 876 4405 0115*

*To speak during public comment portions of the agenda via zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.*

### AGENDA REVIEW

#### **1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS**

- 1A. [23-125](#) Recognize Outgoing Planning Commissioner Stanley Miklose

- 1B. [23-134](#) Presentation of Proclamation Declaring May 1 - 7, 2023 as Rhododendron Week

**Attachments:** [06- Rhododendron Week](#)

## **2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS**

*MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor. Public comments are restricted to three (3) minutes per speaker.*

*TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.*

*BROWN ACT REQUIREMENTS: The Brown Act does not allow action or discussion on items not on the agenda (subject to narrow exceptions). This will limit the Council's response to questions and requests made during this comment period.*

*WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, during normal business hours. All comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to Acting City Clerk Cristal Munoz, [cityclerk@fortbragg.com](mailto:cityclerk@fortbragg.com).*

## **3. STAFF COMMENTS**

## **4. MATTERS FROM COUNCILMEMBERS**

## **5. CONSENT CALENDAR**

*All items under the Consent Calendar will be acted upon in one motion unless a Councilmember requests that an individual item be taken up under Conduct of Business.*

- 5A. [23-131](#) Adopt City Council Resolution of the Fort Bragg City Council Opposing State Initiative 21-0042A1, the Taxpayer Protection And Government Accountability Act

**Attachments:** [RESO Initiative 21-0042A1](#)  
[Att 1 - Initiative 21-0042A1](#)

- 5B. [23-120](#) Adopt City Council Resolution Approving Budget Amendment 2022/23-20 and Authorizing the City Manager to Execute Contract Amendment with Precision Wireless for the Procurement and Installation of One (1) Additional Police Patrol Upfit Kit (Amount Not To Exceed \$108,229.60)

**Attachments:** [RESO Amend Precision Wireless](#)

[Exhibit A- Precision Quote](#)

[Exhibit B](#)

- 5C. [23-121](#) Adopt City Council Resolution Adopting a List of Projects for Fiscal Year 2023-24 Funded by SB 1: the Road Repair and Accountability Act of 2017

**Attachments:** [RESO 2023-24 LSR Project List](#)

- 5D. [23-123](#) Approve the Establishment of Human Resources Manager Mid-Management Classification, Establishing Salary Rate Compensation Plan and Confirming All City of Fort Bragg Established Classifications

**Attachments:** [RESO Establish Mid Manager](#)

[EXHIBIT A](#)

- 5E. [23-127](#) Approve Letter in Support of Larry Spring Museum's Redwood Time Project Grant Submittal

**Attachments:** [02132023 Redwood Time Support Letter](#)

- 5F. [23-129](#) Adopt City Council Resolution Approving a Side Letter Agreement Between the City of Fort Bragg and the Fort Bragg Police Association and Authorizing City Manager to Execute Same

**Attachments:** [RESO PD Holiday Pay](#)

[Exhibit A - Side Letter](#)

[Exhibit B - Police Dept Holiday](#)

[Exhibit C - City of Fort Bragg Final Report](#)

- 5G. [23-128](#) Approve Minutes of April 10, 2023

**Attachments:** [CCM20230410](#)

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

## **7. PUBLIC HEARING**

*When a Public Hearing has been underway for a period of 60 minutes, the Council must vote on whether to continue with the hearing or to continue the hearing to another meeting.*

## **8. CONDUCT OF BUSINESS**

- 8A. [23-133](#) Nomination and Appointment of Planning Commissioner to Serve on the Fort Bragg Planning Commission and Swearing In of New Commissioner

- 8B. [23-095](#) Adopt City Council Resolution Approving Budget Amendment to the FY 2022-23 Budget (Budget Amendment No. 2023-17) Adding Funds to the Police Department Support Services Funds

**Attachments:** [04102023 Youth Response Opioid Grant](#)

[Att 1 - RESO Opioid Grant Budget Amendment](#)

[Att 2 - Exhibit B Budget Amendment](#)

[Att 3 - Brewer Contract](#)

- 8C. [22-623](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-18 and Awarding Professional Services Agreement to Palni, Inc. for Engineering and Design Services Related to Municipal Broadband Infrastructure, Associated Project Management and Technical Assistance, Approving Budget Amendment 2023-18 and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$335,800.00; Account No. 426-4875-0310)

**Attachments:** [04102023 LATA Staff Report](#)

[Att 1 - Fort Bragg Digital Infrastructure Plan](#)

[Att 2 - RESO Palni, Inc](#)

[Att 3 - Palni, Inc. Contract](#)

[Att 4 - Budget Amendment](#)

- 8D. [23-130](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-21 and Authorizing City Manager to Execute Contract with Net Guardians for Procurement and Installation of a Camera System for the Police Department, City Hall, Water Treatment Plant, and Wastewater Treatment Plant (Amount not to exceed \$104,709.69; Account No. 167-4215-0381, 710-4712-0353, 521-4394-0351 and 610-4612-0351)

**Attachments:** [04242023 Net Guardians Contract Report](#)

[Att 1 - RESO Net Guardians Contract](#)

[Att: 2 - Budget Amendment 2022-23-21](#)

[Att 3 - Quote Net Guardians](#)

## **9. CLOSED SESSION**

### **ADJOURNMENT**

*The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00 p.m., the Council may continue the meeting upon majority vote.*



BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (\_\_\_\_\_)

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF MENDOCINO )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on April 20, 2023.

Cristal Munoz, Administrative Analyst

**NOTICE TO THE PUBLIC:**

**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

- *Materials related to an item on this Agenda submitted to the Council/District/Agency after distribution of the agenda packet are available for public inspection upon making reasonable arrangements with the City Clerk for viewing same during normal business hours.*
- *Such documents are also available on the City of Fort Bragg’s website at <https://city.fortbragg.com> subject to staff’s ability to post the documents before the meeting.*

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

*It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.*

*If you need assistance to ensure your full participation, please contact the City Manager at (707) 961-2823. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.*

*This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).*



# City of Fort Bragg

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## Text File

File Number: 23-125

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:**  
Recognition/Announcements

**Agenda Number:** 1A.

Recognize Outgoing Planning Commissioner Stanley Miklose



# City of Fort Bragg

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## Text File

File Number: 23-134

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:** 1B.

Presentation of Proclamation Declaring May 1 - 7, 2023 as Rhododendron Week



## PROCLAMATION



### RHODODENDRON WEEK May May 1 - May 7, 2023

**WHEREAS**, the Mendocino Coast area, because of its climate and soils, produces more varieties of rhododendrons – including its wild species – than any other area in California; and

**WHEREAS**, Fort Bragg is famous for its many beautiful rhododendron gardens including the Mendocino Coast Botanical Gardens and many rhododendron nurseries; and

**WHEREAS**, many rhododendrons have been locally hybridized with names such as ‘Noyo Mist’, ‘Len’s Pacific Foam’, ‘Fort Bragg Centennial,’ ‘Noyo Chief,’ ‘Noyo Dream,’ ‘Pomo Princess,’ ‘Elsie Fry,’ ‘Ruby Bowman,’ ‘Doctor Bowman,’ ‘Fort Bragg Glow,’ ‘Jim Drewry,’ ‘General Braxton Bragg,’ ‘Noyo Charm,’ ‘Mendocino Gold’ and ‘Mendocino Magic;’ and

**WHEREAS**, the mission of the Noyo Chapter of the American Rhododendron Society is to encourage and develop, in all possible ways, interest in the growing and culture of rhododendrons and azaleas; and

**WHEREAS**, the 44rd Annual John Druecker Memorial Rhododendron Show – one of the largest rhododendron shows on the west coast with over 700 entries entered annually – will be held on May 6th and 7th at our local Mendocino Coast Botanical Gardens.

**NOW, THEREFORE, I, BERNIE NORVELL**, Mayor of the City of Fort Bragg, do hereby proclaim the week of May 1 – May 7, 2023 as **RHODODENDRON WEEK**.

SIGNED this 24th day of April, 2023.

\_\_\_\_\_  
BERNIE NORVELL, Mayor

ATTEST:

\_\_\_\_\_  
June Lemos, MMC  
City Clerk

No. 06-2023



# City of Fort Bragg

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## Text File

File Number: 23-131

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5A.

Adopt City Council Resolution of the Fort Bragg City Council Opposing State Initiative 21-0042A1, the Taxpayer Protection And Government Accountability Act

**RESOLUTION NO. 2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
OPPOSING STATE INITIATIVE 21-0042A1,  
THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT**

**WHEREAS**, an association representing California’s wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

**WHEREAS**, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

**WHEREAS**, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg opposes Initiative 21-0042A1;

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the State. The City Council directs the City Manager to email a copy of this adopted Resolution to the League of California Cities at [BallotMeasures@calcities.org](mailto:BallotMeasures@calcities.org).

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of April, 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, MMC**  
City Clerk

## **The Taxpayer Protection and Government Accountability Act Initiative No. 21-0042A1<sup>1</sup>**

Feb. 1, 2023

**Effective date:** Any new or increased tax or fee adopted by the Legislature, a city council, or the local voters after **January 1, 2022**, must comply with the Act's new rules.

### **Voters**

- Local advisory measures are prohibited. No measure may appear on the ballot asking for approval of a general tax that would allow the voters to express a preference for how the revenue from the general tax will, could, or should be used.
- Overturns *Upland* decision which upheld a special tax that had been placed on the ballot by the voters to be approved by a majority vote. Taxes proposed by initiative will be subject to the same rules as taxes placed on the ballot by a city council.
- Voters may not amend a city charter to impose, extend, or increase a tax or fee.

### **Local taxes**

- Requires voter approval in order to apply an existing tax:
  - to territory that is annexed.
  - to a new service or product, for example when a utility user tax is applied to a new service.
- All new or increased taxes adopted after Jan. 1, 2022, must include a sunset date.

### **State taxes**

- All new or increased state taxes require statewide voter approval.
- Prohibits a property tax "surcharge" (increase). Prohibits any allocation of property tax to the state.

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<sup>1</sup> This is a summary of some of the more significant provisions of the Act. Please review the Act for a complete understanding of the changes it makes to the Constitution.



## **Fees and charges**

- Fees and charges for services and permits may not exceed the “actual cost” of providing the product or service for which the fee is charged. “Actual cost” is the “minimum amount necessary.” Examples include planning services, excavation and encroachment permits, preparation of candidate statement, and permit parking.
- State and cities have the burden of proving by “clear and convincing evidence” that a fee/charge is not a tax, that the amount is reasonable, and that it does not exceed “actual cost.”
- Franchise fees — historically considered fees, not taxes — will more likely be considered taxes due to the elimination of an existing category of “fee” and the requirement that charges to entrance, purchase, rental, or lease of government property be “reasonable.” The state and cities issue franchises to oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations.
- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

## **Fines and penalties (administrative enforcement of state law and municipal codes)**

- May require voter approval of fines and penalties for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties. Examples include nuisance abatement, organic waste reduction requirements, and failure to maintain a vacant property.

# Fiscal and Program Effects of Initiative 21-0042A1 on Local Governments

If Initiative 21-0042A1 is placed on the ballot and passed by voters, it will result in:

- Over \$20 billion of local government fee and charge revenues over 10 years placed at heightened **legal peril**. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for drinking water, sewer sanitation, and public health and safety.
- About \$2 billion of revenues each year from fees and charges adopted after January 1, 2021 **subject to legal peril**.<sup>1</sup>
- Over \$2 billion dollars of annual revenues from dozens of tax measures approved by voters between January 1, 2022 and the effective date of the act<sup>2</sup> subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations.
- Substantially higher legal and administrative cost of public infrastructure financing which will delay and deter new residential and commercial development.
- Service and infrastructure declines including in fire and emergency response, law enforcement, public health, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention and mental health services.

## 1. Local Government Taxes and Services Threatened

With regard to taxes, Initiative 21-0042A1:

- Prohibits advisory, non-binding measures as to use of tax proceeds on the same ballot.
  - Voters may be less informed and more likely to vote against measures.
- Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by majority voter approval (*Upland*).<sup>3</sup>
  - Because the case law regarding citizen initiative special taxes approved by majority vote (Upland) is so recent, it is unknown how common these sorts of measures might be in the future. This initiative would prohibit such measures after the effective date of the initiative. Any such measures adopted after January 1, 2022 through the effective date of the Act should it pass would be void a year after the effective date of the initiative.
- Requires that tax measures include a specific duration of time that the tax will be imposed. This seems to require that all tax increases or extensions contain a sunset (end date).
  - This would require additional tax measures to extend previously approved taxes.
- A city charter may not be amended to impose, extend, or increase a tax might interfere with the ability of cities that do not already have such authority in their charters to adopt Property Transfer Taxes.
  - There are no more than a few of these every few years, but it is a valuable tax for those that adopt it.

<sup>1</sup> Assumes fee increases since January 1, 2022 would be subject to possible legal challenge if not adopted in compliance with the Initiative.

<sup>2</sup> The effective date of the initiative would be sometime in December 2024, the date the California Secretary of State certifies the election results of the November 5, 2024 election.

<sup>3</sup> Unlike the initiative 17-0050, this initiative **does not** eliminate that ability of cities and counties to adopt general taxes by majority voter approval.

- Requires that a tax measure adopted after January 1, 2022 and before the effective date of the initiative that was not adopted in accordance with the measure be readopted in compliance with the measure or will be void twelve months after the effective date of the initiative.
  - If past election patterns and elections in 2022 are an indication, over 200 tax measures approving more than \$2 billion annual revenues to support local public services would not be in compliance and would be subject to reenactment. Most will be taxes without a specific end date and special taxes (including parcel taxes). Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, the measures would each require declaration of emergency and unanimous vote of the governing board to be placed on a special election ballot within a year for approval or the tax will be void after that date. I would expect most to succeed, but some will not, in particular citizen initiative majority vote special taxes which would have to meet a higher voter approval threshold to continue.
- Requires voter approval to expand an existing tax to new territory (annexations). This would require additional tax measures and would deter annexations and land development in cities.
  - If a tax is "extended" to an annexed area without a vote after January 1, 2022, it will be void 12 months later until brought into compliance. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, such extensions would each require unanimous vote of the agency board to be placed on a special election ballot or would be void a year later.

### 1.a. Number of Measures and Value of Local Taxes at Risk<sup>4</sup>

Over a hundred local measures were approved in 2022 that likely do not comply with the provisions of Initiative 21-0042A1. Nearly \$2 billion of annual revenues from these voter approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures. We can expect a similar volume of measures in 2024 and a similar volume of non-compliance. So the combined total of annual local funding directly affected by Initiative 21-0042A1 due to its retroactivity provision is about \$4 billion.

#### Citizen Initiative Special Taxes in 2022.

Special taxes placed on the ballot by citizen initiative and approved after January 1, 2022 by a majority but less than two-thirds of the voters are out of compliance with Initiative 21-0042A1.

On June 7, 2022, there were three local special tax measures placed on the ballot by citizen initiative. Two failed to get majority voter approval. A one percent transactions and use tax (sales tax) for the John C. Fremont Healthcare District in Mariposa County received 69.6 percent approval, over the two thirds needed for any special tax under California Constitution Article XIII C. So this measure was passed in compliance with Initiative 21-0042A1.

#### June 2022 Initiative Special Taxes - majority voter approval

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
John C. Fremont Healthcare District	Mariposa	Measure N	Transactions & Use Tax	1 cent	\$ 150,000	hospital	40yrs	69.6%	<b>PASS</b>
County of Kings	Kings	Measure F	Transactions & Use Tax	1/2 cent	\$ 11,700,000	fire	none	37.6%	<b>FAIL</b>
Manhattan Beach USD	Los Angeles	Measure A	School Parcel Tax	\$1095/yr	\$ 12,000,000	schools	12yrs	31.2%	<b>FAIL</b>

On November 8, 2022, there were 14 local special taxes placed on the ballot by citizen initiative. Seven of these

<sup>4</sup> Source: Compilation and summary of data from County elections offices.

measures failed with less than majority voter approval. The other seven measures received majority, but less than two-thirds, voter approval. These measures passed under current law but are out of compliance with Initiative 21-0042A1. Taken together these seven taxes will provide estimated annual revenues of **from \$900,000 to \$1.4 billion** in support of parks and recreation, zoo, library, affordable housing, transportation, homelessness prevention, and schools in these communities.

**November 2022 Initiative Special Taxes - majority voter approval**

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Crockett Community Services District	Contra Costa	Measure L	Parcel Tax	\$50/parcel	\$ 60,000	parks/recre	none	62.8% <b>PASS</b>
Oakland	Alameda	Measure Y	Parcel Tax	\$68/parcel	\$ 12,000,000	zoo	20yrs	62.5% <b>PASS</b>
County of Mendocino		Measure O	Transactions & Use Tax	1/8 cent then 1/4 cent in 2027	\$ 4,000,000	library	none	60.8% <b>PASS</b>
Los Angeles	Los Angeles	Measure ULA	Property Transfer Tax	4% if >\$5m, 5.5% if >\$10m	\$600 m to \$1.1 b	affordable housing	none	57.3% <b>PASS</b>
County of Sacramento		Measure A	Transactions & Use Tax	same 1/2 cent	\$ 212,512,500	transportati	40yrs	55.3% <b>PASS</b>
San Francisco		Proposition M	Business Operations Tax	\$2500-\$5000/ vacant resid unit	\$ 20,000,000	housing	30yrs	54.5% <b>PASS</b>
Santa Monica	Los Angeles	Measure GS	Property Transfer Tax	\$56/\$1000 if >\$8m	\$ 50,000,000	schools, homelessne ss, afford. housing	none	53.3% <b>PASS</b>
				Total \$900,000 to \$1.4 billion				

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
County of Calaveras		Measure A	Transactions & Use Tax	1 cent	\$ 5,000,000	fire	none	49.4% <b>FAIL</b>
South San Francisco (for Schools)	San Mateo	Measure DD	School Parcel Tax	\$2.50/sf	\$ 55,900,000	schools	none	47.2% <b>FAIL</b>
County of Fresno (for CSU)		Measure E	Transactions & Use Tax	1/5 ct, 1/40 ct (Reedley)	\$ 36,000,000	Calif State Univ	20yrs	46.9% <b>FAIL</b>
Santa Cruz	Santa Cruz	Measure N	Parcel Tax	\$6k/vacant SFU	xxx	vacant property	xxx	44.2% <b>FAIL</b>
County of Monterey		Measure Q	Parcel Tax	\$49/parcel	\$ 5,500,000	childcare	10yrs	41.1% <b>FAIL</b>
San Francisco City College	San Francisco	Measure O	School Parcel Tax	\$150/sfu	\$ 37,000,000	schools	10yrs	36.7% <b>FAIL</b>
Morro Bay	San Luis Obispo	Measure B	Parcel Tax	\$120+/parcel	\$ 680,000	harbor	none	36.0% <b>FAIL</b>
Inverness Public Utility District	Marin	Measure O	Parcel Tax	\$0.20/sf, \$150/vacant	\$ 276,000	fire	none	27.0% <b>FAIL</b>

**Non-Specific Tax Durations in 2022**

Voters approved 106 measures in June 2022 (10) and November 2022 (96) that do not provide a specific duration of time that the tax will be imposed (end date). Typically, the ballot titles for these measures state that the tax would be imposed “until ended by voters.” Four of these measures also did not include any estimate of the annual revenues that the tax would generate, another violation of initiative 21-0042A1. Taken together, these approved local measures generate **\$561 million per year** that will expire a year after the effective date of the initiative if Initiative 21-0042A1 passes.

### Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Oakland	Alameda	Measure T Business Tax General	various	\$ 20,900,000		none	71.4%	PASS
Culver City	Los Angeles	Measure BL Business Tax General	various	\$ 10,000,000		none	60.5%	PASS
El Segundo	Los Angeles	Measure BT Business Tax General	various	\$ 3,000,000		none	51.2%	PASS
Pico Rivera	Los Angeles	Measure AB Business Tax General	various	\$ 5,800,000		none	75.5%	PASS
Santa Ana	Orange	Measure W Business Tax General	various	neutral		none	64.8%	PASS
Tracy	San Joaquin	Measure B Business Tax General	various	\$ 3,200,000		none	72.6%	PASS
Burlingame	San Mateo	Measure X Business Tax General	various	\$ 2,500,000		none	75.1%	PASS
Los Gatos	Santa Clara	Measure J Business Tax General	various	\$ 1,100,000		none	53.4%	PASS
Santa Clara	Santa Clara	Measure H Business Tax General	\$45/employee, \$15/rental unit	\$ 6,000,000		none	59.5%	PASS
Brisbane	San Mateo	Measure O Business Tax lodging busn	\$2.50/rm/day	\$ 250,000		none	69.2%	PASS
East Palo Alto	San Mateo	Measure L Business Tax resid. rentals	2.5% gross Rcpts	\$ 1,480,000		none	69.9%	PASS
County of Santa Cruz Unincorporated		Measure C Busn Tax-disp cups	12.5cents/cup	\$ 700,000		none	68.2%	PASS
South Lake Tahoe	El Dorado	Measure G Busn Tax Cannabis	6% retail, manufacturing	\$ 950,000		none	62.9%	PASS
McFarland	Kern	Measure O Busn Tax Cannabis	8% of gross receipts retail,	\$ 1,800,000		none	63.5%	PASS
Avenal	Kings	Measure C Busn Tax Cannabis	\$25+/s for 15% gr rcpts	\$ 600,000		none	61.8%	PASS
Baldwin Park	Los Angeles	Measure CB Busn Tax Cannabis	4% gross Rcpts	\$ 300,000		none	51.3%	PASS
Claremont	Los Angeles	Measure CT Busn Tax Cannabis	4%-7% gr rcpts, \$1-	\$ 500,000		none	61.1%	PASS
County of Los Angeles Unincorporated		Measure C Busn Tax Cannabis	4% gross receipts retail,	\$ 15,170,000		none	60.1%	PASS
Cudahy	Los Angeles	Measure BA Busn Tax Cannabis	15% gross Rcpts	\$ 3,600,000		none	54.0%	PASS
El Segundo	Los Angeles	Measure Y Busn Tax Cannabis	10% Gross Rcpt,	\$ 1,500,000		none	72.8%	PASS
Hermosa Beach	Los Angeles	Measure T Busn Tax Cannabis	10% Gross Rcpt,	\$ 1,500,000		none	67.6%	PASS
Lynwood	Los Angeles	Measure TR Busn Tax Cannabis	5%to 10%	\$ 3,000,000		none	66.4%	PASS
Santa Monica	Los Angeles	Measure HM Busn Tax Cannabis	10% gross Rcpts	\$ 5,000,000		none	66.4%	PASS
South El Monte	Los Angeles	Measure CM Busn Tax Cannabis	6% special excise tax on	\$ 126,000		none	53.7%	PASS
Monterey	Monterey	Measure J Busn Tax Cannabis	6% gross Rcpt	\$ 1,300,000		none	65.2%	PASS
Pacific Grove	Monterey	Measure N Busn Tax Cannabis	6% gross Rcpt	\$ 300,000		none	70.8%	PASS
Huntington Beach	Orange	Measure O Busn Tax Cannabis	6% retail, 1% other	\$ 600,000		none	54.7%	PASS

### Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Laguna Woods	Orange	Measure T	Busn Tax Cannabis	4%-10% of gross receipts	\$ 750,000		none	61.1%	PASS
Corona	Riverside	Measure G	Busn Tax Cannabis	9% of gross receipts for	\$ 5,000,000		none	61.6%	PASS
Montclair	San Bernardino	Measure R	Busn Tax Cannabis	7% gross Rcpts	\$ 3,500,000		none	70.3%	PASS
County of San Diego Unincorporated		Measure A	Busn Tax Cannabis	6% retail, 3% distribution,	\$ 5,600,000		none	57.4%	PASS
Encinitas	San Diego	Measure L	Busn Tax Cannabis	4% to 7% of gross receipts	\$ 1,400,000		none	65.1%	PASS
Healdsburg	Sonoma	Measure M	Busn Tax Cannabis	8% gross Rcpt	\$ 500,000		none	72.7%	PASS
Exeter	Tulare	Measure B	Busn Tax Cannabis	10% retail and other, \$10/sf	?		none	66.5%	PASS
Tulare	Tulare	Measure Y	Busn Tax Cannabis	10% retail and other, \$10/sf	?		none	65.2%	PASS
Woodland	Yolo	Measure K	Busn Tax Cannabis	10% gross Rcpts	?		none	66.2%	PASS
Redlands	San Bernardino	Measure J	Busn Tax Distrib centers	from \$0.047/sf to \$0.105/sf	\$ 530,000		none	53.5%	PASS
Arcadia	Los Angeles	Measure SW	Busn Tax Sports Betting	5% gross Rcpts	n/a*		none	63.9%	PASS
Albany	Alameda	Measure K	ParcelTax	\$0.074+/sf	\$ 1,950,000	fire/EMS	none	76.0%	PASS
Cameron Park Airport District	El Dorado	Measure J	ParcelTax	by \$600 to \$900/parcel	\$ 117,900	airport/streets	none	78.2%	PASS
Highlands Village Lighting Benefit Zone	El Dorado	Measure L	ParcelTax	\$140+/parcel	\$ 10,920	streets	none	86.3%	PASS
Knolls Property Owners CSD	El Dorado	Measure P	ParcelTax	by \$300+ to \$600+/parcel	\$ 8,400	streets	none	75.5%	PASS
Sundance Trail Zone of Benefit	El Dorado	Measure C	ParcelTax	\$600+/yr	\$ 24,000	roads	none	73.2%	PASS
South Pasadena	Los Angeles	Measure LL	ParcelTax	xxx	?	library	none	86.2%	PASS
River Delta Fire District	Sacramento	Measure H	ParcelTax	\$90/yr	\$ 130,000	fire	none	72.1%	PASS
Emeryville	Alameda	Measure O	PropTransfTax	\$15/\$1000 if \$1m-\$2m,	\$ 5,000,000		none	71.6%	PASS
San Mateo	San Mateo	Measure CC	PropTransfTax	by 1% to 1.5% if >\$10m	\$ 4,800,000		none	71.8%	PASS
Alameda	Alameda	Measure F	TOT	by 4% to 14%	\$ 910,000		none	59.2%	PASS
Clovis	Fresno	Measure B	TOT	by 2% to 12%	\$ 500,000		none	69.7%	PASS
Kerman	Fresno	Measure G	TOT	10%	\$ 40,000		none	62.3%	PASS
Trinidad	Humboldt	Measure P	TOT	by 4% to 12%	\$ 65,000		none	77.6%	PASS
Imperial	Imperial	Measure G	TOT	by 4% to 12%	\$ 600,000		none	56.2%	PASS
Arcadia	Los Angeles	Measure HT	TOT	by 2% to 12%	\$ 730,000		none	54.1%	PASS
Santa Monica	Los Angeles	Measure CS	TOT	by 1%, 3% home shares	\$ 4,100,000		none	73.7%	PASS

Notes

?= Ballot measure title did not include an estimate of annual revenues, also not in compliance with Initiative 21-0042A1.

n/a\*= Arcadia Measure SW passed but sports betting remains illegal after the failure of Propositions 26 and 27 on the November statewide ballot.



**Measures in 2022 with Non-Specific Durations**

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Anaheim	Orange	Measure J	TOT	online travel companies	\$ 3,000,000	none	59.2% <b>PASS</b>
La Palma	Orange	Measure P	TOT	by 4% to 12%	\$ 200,000	none	71.1% <b>PASS</b>
Colfax	Placer	Measure B	TOT	by 2% to 10%	\$ 29,000	none	73.5% <b>PASS</b>
Rocklin	Placer	Measure F	TOT	by 2% to 10%	\$ 300,000	none	59.8% <b>PASS</b>
Roseville	Placer	Measure C	TOT	by 4% to 10%	\$ 3,000,000	none	73.0% <b>PASS</b>
Big Bear Lake	San Bernardino	Measure P	TOT	by 2% to 10%	\$ 1,300,000	none	54.4% <b>PASS</b>
Grand Terrace	San Bernardino	Measure M	TOT	new 10%	\$ 250,000	none	51.9% <b>PASS</b>
Yucca Valley	San Bernardino	Measure K	TOT	by 5% to 12%	\$ 1,300,000	none	71.9% <b>PASS</b>
Imperial Beach	San Diego	Measure R	TOT	by 4% to 14%	\$ 400,000	none	67.4% <b>PASS</b>
El Paso de Robles	San Luis Obispo	Measure F	TOT	by 1% to 11%	\$ 750,000	none	61.2% <b>PASS</b>
Belmont	San Mateo	Measure K	TOT	by 2% to 14%	\$ 600,000	none	79.3% <b>PASS</b>
Millbrae	San Mateo	Measure N	TOT	by 2% to 14%	\$ 1,500,000	none	75.8% <b>PASS</b>
County of Humboldt Unincorporated		Measure J	TOT	by 2% to 12%	\$ 3,080,000	none	63.3% <b>PASS</b>
County of Placer - North Tahoe TOT Area		Measure A	TOT	by 2% to 10%	\$ 4,000,000	none	90.0% <b>PASS</b>
County of Santa Cruz Unincorporated		Measure B	TOT	by 1% to 12%	\$ 2,300,000	none	69.2% <b>PASS</b>
County of El Dorado - East Slope Tahoe		Measure S	TOT 2/3	by 4% to 14%	\$ 2,500,000	none	81.8% <b>PASS</b>
Chico	Butte	Measure H	TrUT	1 cent	\$ 24,000,000	none	52.4% <b>PASS</b>
Mendota	Fresno	Measure H	TrUT	1.25 cent	\$ 493,498	none	57.2% <b>PASS</b>
Blue Lake	Humboldt	Measure R	TrUT	1 cent	\$ 30,000	none	55.4% <b>PASS</b>
Rio Dell	Humboldt	Measure O	TrUT	3/4cent	\$ 400,000	none	53.3% <b>PASS</b>
County of Kern unincorporated areas		Measure K	TrUT	1 cent	\$ 54,000,000	none	50.8% <b>PASS</b>
McFarland	Kern	Measure M	TrUT	1 cent	\$ 579,662	none	62.2% <b>PASS</b>
Tehachapi	Kern	Measure S	TrUT	1 cent	\$ 4,000,000	none	57.2% <b>PASS</b>
Avenal	Kings	Measure A	TrUT	1 cent	\$ 500,000	none	72.5% <b>PASS</b>
Susanville	Lassen	Measure P	TrUT	1 cent	\$ 1,750,000	none	54.7% <b>PASS</b>
Baldwin Park	Los Angeles	Measure BP	TrUT	3/4 cent	\$ 6,000,000	none	58.1% <b>PASS</b>
Malibu	Los Angeles	Measure MC	TrUT	1/2 cent	\$ 3,000,000	none	52.6% <b>PASS</b>
Monterey Park	Los Angeles	Measure MP	TrUT	3/4 cent	\$ 6,000,000	none	58.5% <b>PASS</b>
Torrance	Los Angeles	Measure SS1	TrUT	1/2 cent	\$ 18,000,000	none	55.0% <b>PASS</b>
Larkspur	Marin	Measure G	TrUT	1/4 cent	\$ 700,000	none	59.4% <b>PASS</b>
Sand City	Monterey	Measure L	TrUT	by 1/2cent to 1.5cents	\$ 1,400,000	none	68.7% <b>PASS</b>
Hemet	Riverside	Measure H	TrUT	same 1 cent	\$ 15,000,000	none	58.0% <b>PASS</b>
Elk Grove	Sacramento	Measure E	TrUT	1 cent	\$ 21,000,000	none	54.1% <b>PASS</b>
Galt	Sacramento	Measure Q	TrUT	1 cent	\$ 3,600,000	none	52.4% <b>PASS</b>
Colton	San Bernardino	Measure S	TrUT	1 cent	\$ 9,500,000	none	66.8% <b>PASS</b>
Ontario	San Bernardino	Measure Q	TrUT	1 cent	\$ 95,000,000	none	53.2% <b>PASS</b>
Solana Beach	San Diego	Measure S	TrUT	1 cent	\$ 3,000,000	none	66.7% <b>PASS</b>
Brisbane	San Mateo	Measure U	TrUT	1/2 cent	\$ 2,000,000	none	63.9% <b>PASS</b>
Goleta	Santa Barbara	Measure B	TrUT	1 cent	\$ 10,600,000	none	64.7% <b>PASS</b>
Solvang	Santa Barbara	Measure U	TrUT	1 cent	\$ 1,600,000	none	63.1% <b>PASS</b>

### Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Watsonville	Santa Cruz	Measure R	TrUT	1/2 cent	\$ 5,000,000		none	64.4% <b>PASS</b>
Vallejo	Solano	Measure P	TrUT	7/8 cent	\$ 18,000,000		none	54.7% <b>PASS</b>
Modesto	Stanislaus	Measure H	TrUT	1 cent	\$ 39,000,000		none	62.8% <b>PASS</b>
County of Colusa		Measure A	TrUT 2/3	1/2 cent	\$ 2,400,000	EMS	none	69.4% <b>PASS</b>
Atwater	Merced	Measure B	TrUT 2/3	same 1 cent	\$ 4,000,000	police/fire	none	73.7% <b>PASS</b>
Truckee	Nevada	Measure U	TrUT 2/3	by 1/4 cent to 1/2 cent	\$ 3,000,000	open space / trails	none	76.4% <b>PASS</b>
Palo Alto	Santa Clara	Measure L	Utility Transfer	18% gas	\$ 7,000,000		none	77.7% <b>PASS</b>
Santa Clara	Santa Clara	Measure G	Utility Transfer	5 %	\$ 30,000,000		none	84.2% <b>PASS</b>
Hercules	Contra Costa	Measure N	UUT	8%	\$ 3,600,000		none	69.3% <b>PASS</b>
Carson	Los Angeles	Measure UU	UUT	2% electr, gas	\$ 8,000,000		none	78.4% <b>PASS</b>
Sebastopol	Sonoma	Measure N	UUT	3.75% (same)	\$ 700,000		none	83.5% <b>PASS</b>

### Co-temporal Advisory Measures in 2022

At the November 2022 election, there was just one local general tax measure that was accompanied by an advisory measure as to the use of funds. The City of Santa Monica’s Measure DT property transfer tax failed with just 34 percent approval as voters instead chose the citizen initiative Measure GS.

There was also just one such tax use advisory measure on the June 2022 election. Susanville’s voters passed Measure P, a 1 percent transactions and use (sales) tax that generates \$1.75 million per year<sup>5</sup> for general city services. The measure was accompanied by advisory Measure Q, accompanied the city’s It asked, “If Measure P passes, should the revenues be used to balance the budget to maintain and enhance existing public safety services (police and fire), and provide funding to support street infrastructure improvements and provide funding to support economic development efforts designed to increase businesses, jobs and visitors to Susanville?” Both measures passed. Under Initiative 21-0042A1, the tax will expire a year after the effective date of the initiative (i.e., in December 2025).

### 1.b. Additional Costs and Public Service Effects of the Tax Provisions

Assuming a similar volume of local measures through 2024 as we saw in 2022, there will be over 200 local measures that will need to be redrafted to comply with the Initiative and placed back on the ballot for the taxes to continue after December 2025. The costs of re-drafting, re-placing and re-voting on these measures, previously legally approved by voters, will be in the tens of millions in total statewide.

## 2. “Exempt Charges” (fees and charges that are not taxes) and Services Threatened

With regard to fees and charges adopted after January 1, 2022, Initiative 21-0042A1:

- Subjects new fees and charges for a product or service to a new "actual and reasonable test."
- Subjects fees and charges for entrance to local government property; and rental and sale of local government property to a new, undefined, “reasonable” test.
- Allows legal challenge to any tax adopted before the effective date of the initiative and after January 1,

<sup>5</sup> The Susanville measure also did not include a specific end date and so is included in the list and totals of those measures.



2022. Such a lawsuit could enjoin (stop) the enactment of the tax pending the outcome of the legal challenge.

- Subjects a challenged fee to new, higher burdens of proof if legally challenged.

### 2.a. Value on New Local Government Fees and Charges at Risk<sup>6</sup>

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, the amount of local government fee and charge revenue placed at risk is about **\$2 billion per year including those adopted since January 1, 2022. Of \$2 billion, about \$900 million (45 percent) is for special districts, \$800 million (40 percent) is cities, and \$300 million (15 percent) is counties.**<sup>7</sup>

Major examples of affected fees and charges are:

1. Certain water, sanitary sewer, wastewater, garbage, electric, gas service fees.
2. Nuisance abatement charges - such as for weed, rubbish and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
3. Emergency response fees - such as in connection with DUI.
4. Advanced Life Support (ALS) transport charges.
5. Business improvement district charges.
6. Fees for processing of land use and development applications such as plan check fees, use permits, design review, environmental assessment, plan amendment, subdivision map changes.
7. Document processing and duplication fees.
8. Facility use charges, parking fees, tolls.
9. Fines, penalties.
10. Fees for parks and recreation services.

### 2.b. Additional Costs and Public Service Effects of the Fee/Charge Provisions

In addition to service delays and disruptions due to fee and charge revenues placed at greater legal risk, there would be substantial additional costs for legal defense. The risk to fees and charges will make infrastructure financing more difficult and will deter new residential and commercial development.

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<sup>6</sup> Source: California State Controller Annual Reports of Financial Transactions concerning cities, counties and special districts, summarized with an assumed growth due to fee rate increases (not population) of 2 percent annually.

<sup>7</sup> School fees are also affected but the amount is negligible by comparison.

## Business Roundtable Board

Aera Energy	Kilroy Realty
Albertsons	LevatoLaw
Altria (tobacco)	Majestic Realty
Anthem Blue Cross	Marathon Petroleum Corp.
Automobile Club of Southern California	McKinsey & Company
Bittle Enterprises (Enterprise Rent-a-car)	National CORE
Blackstone	PepsiCo
Caruso Management (Rick Caruso)	PhRMA
Chevron	Sempra
C.J. Segerstrom & Sons	State Farm
Dart Container	Sutter Health
DLA Piper (Law Firm)	Union Pacific Railroad
Douglas Emmett	United Airlines
Eli Lilly & Company	UPS
Exxon	Valero
Farmers Group (Insurance)	Western National Group
Fivepoint (Developer)	Wells Fargo
Global Medical Response Solution	Wellpoint (insurance)
Grimmway Farms	Western National Group
Irvine Company	
KB Homes	



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-120

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5B.

Adopt City Council Resolution Approving Budget Amendment 2022/23-20 and Authorizing the City Manager to Execute Contract Amendment with Precision Wireless for the Procurement and Installation of One (1) Additional Police Patrol Upfit Kit (Amount Not To Exceed \$108,229.60)

**RESOLUTION NO. \_\_\_\_-2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2022/23-20 AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT WITH PRECISION WIRELESS FOR THE PROCUREMENT AND INSTALLATION OF ONE (1) ADDITIONAL POLICE PATROL UPFIT KIT (AMOUNT NOT TO EXCEED \$108,229.60)**

**WHEREAS**, on January 23, 2023, City Council authorized a contract in the amount of \$91,054.64 with Precision Wireless Services for the procurement and installation of four (4) police patrol build kits; and

**WHEREAS**, the department needs to add the procurement and installation of one (1) additional police patrol build kit; and

**WHEREAS**, Precision Wireless Service cost proposal is attached hereto as Exhibit A; and

**WHEREAS**, the cost of this additional upfit kit is \$17,174.96, bringing the new contract cost to \$108,229.60; and

**WHEREAS**, per Fort Bragg Municipal Code Section 3.20.060(G), contract change orders in excess of 10% of the contract amount require City Council approval; and

**WHEREAS**, Budget Amendment 2022/23-20 is necessary to reallocate the upfits costs of four police vehicles charged to the Fleet Fund from the Asset Forfeiture Fund; and

**WHEREAS**, Upfit Police Vehicle costs are an eligible use of Asset Forfeiture Funds; and

**WHEREAS**, based on all the evidence presented, the City Council finds as follows:

1. There are sufficient funds available in this Police Asset Forfeiture fund (Fund 167) to cover this purchase.
2. With Budget Amendment 2022/23-20 (Exhibit B) sufficient funds are available to cover the full cost of this amended contract.
3. Precision Wireless Service has demonstrated they possess the necessary experience and propensity to provide the service.
4. The foregoing recitals are true and correct and are made a part of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby Approve Budget Amendment 2022/23-20 and Authorize the City Manager to Execute Contract Amendment with Precision Wireless Service (Amount Not to Exceed \$108,229.60).

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of April, 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, MMC**  
City Clerk

**Precision Wireless Service**

930 Shiloh Rd.  
 Building 40, Suite 4  
 Windsor, CA 95492

**EQUIPMENT PROPOSAL**

Date	Quote Number
4/10/2023	6872

(707) 836-6855

NAME / ADDRESS
<b>Fort Bragg Police Dept.</b> <b>416 N. Franklin St.</b> <b>Fort Bragg, CA. 95437</b>

Ship To
Fort Bragg Police Dept. 416 N. Franklin St. Fort Bragg, CA 95437

P. O. Number	Terms	Due Date	Rep		Phone
Ford Hybrid	Due on receipt	4/10/2023	SRW		
ITEM	DESCRIPTION		QTY	COST	TOTAL
IB2FFFF	54" Liberty II DUO Light Bar Amber and clear, Traffic Director		1	2,569.00	2,569.00T
MKAJ94	Light Bar Strap Kit, Ford F250 2017		1	0.00	0.00T
CCSRNTA3	CENCOM SAFFIRE SIREN, PA AND LIGHT BAR CONTROLLER		1	795.00	795.00T
SA315P	Siren Speaker 123 dB Speaker, Nylon composite		1	199.00	199.00T
SAK1	Siren Speaker Bracket, Explorer, 2010		1	41.00	41.00T
NX-700HK	NX-700 NEXEDGE digital/analog conventional/trunked, 25-50 watt, 512 CH-GID, mic, bracket, power cable, VHF Refurbished two-way radio		1	550.00	550.00T
Anten & line	Antenna, line kit and connector		1	49.00	49.00T
PK0715FDT15F150	#8VS RP 75/25 Coated Poly Partition, 2023 F150		1	909.00	909.00T
WK0595FDT15F150	Window Barrier Poly Driver and Passenger side, back seat		1	339.00	339.00T
WK0595FDT15FP	Polycarbonate Rear Window Barrier F150 2023		1	339.00	339.00T
DK0598FDT15F150	Door Panel Aluminum, F150 2023		1	219.00	219.00T
PS-21F1-OSPST-CWS	Plastic seat system w/square punched rear cab window, F150 2023		1	3,204.00	3,204.00T
C-VSW-2000-LTNG	12.5" Wide 20" Vehicle-Specific Angled Console For 2022-2023 Ford F-150 Lightning And 2021-2023 Ford F-150 XLT Retail Pickup Vehicles		1	1,026.00	1,026.00T
CUP2-1001	Cup Holder Havis, Self Adjusting, 4", Double cup		1	63.00	63.00T
Thank you for choosing Precision Wireless Service!				<b>TOTAL</b>	

Accepted By:

**Precision Wireless Service**

930 Shiloh Rd.  
 Building 40, Suite 4  
 Windsor, CA 95492

**EQUIPMENT PROPOSAL**

Date	Quote Number
4/10/2023	6872

(707) 836-6855

<b>NAME / ADDRESS</b>
Fort Bragg Police Dept. 416 N. Franklin St. Fort Bragg, CA. 95437

Ship To
Fort Bragg Police Dept. 416 N. Franklin St. Fort Bragg, CA 95437

P. O. Number	Terms	Due Date	Rep		Phone
Ford Hybrid	Due on receipt	4/10/2023	SRW		
ITEM	DESCRIPTION		QTY	COST	TOTAL
C-ARM-102	Havis Side mount Arm rest		1	95.00	95.00T
Misc Parts	Faceplate Kenwood NX700		1	33.00	33.00T
Misc Parts	Faceplate Cencom		1	33.00	33.00T
C-APW-1390	13" Accessory Pocket, 9." Deep For 3.3"W Section Of Wide Consoles		1	84.00	84.00T
AC-MIC-Z-FPI	MICROPHONE CLIP HEIGHT-ADJUSTABLE PLATE ASSEMBLY		2	27.00	54.00T
MMSU-1	Magnetic Mic Kit		2	55.00	110.00T
CG-X	ChargeGuard, 30 amp on/off timer switch		1	98.00	98.00T
14.0553.USB	3-12v Outlet 4-USB outlet		1	45.00	45.00T
C-HDM-185	Laptop Mount Heavy Duty for computer Base for Docking Station F150 2015 and up		1	215.00	215.00T
C-HDM-204	POLE, TELESCOPING HAVIS C-HDM-202		1	190.00	190.00T
C-MD-102	Havis Swing Arm W/TILT C-MD-112		1	367.00	367.00T
IHK UPFITTER	INSTALLATION HARDWARE KIT FOR UPFITTER CAR BUILDS		1	0.00	0.00
Installation	Installation Labor Install all equipment above at PWS facility in Lakeport, CA.		1	4,000.00	4,000.00
	Sales Tax			8.875%	1,073.96
Thank you for choosing Precision Wireless Service!				<b>TOTAL</b>	<b>\$17,174.96</b>

Information herein is proprietary and confidential and cannot be shared outside of your company without written consent from owners of Precision Wireless Service.

Accepted By: \_\_\_\_\_

**BUDGET AMENDMENT FY 2022/23**

Budget Adjustment #: **2022/23-20**

Budget FY: **FY 2022/23**

Account Description	Account #			FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
<b>Expenditures</b>								
Transfer to other Funds (Asset F)	167	7999	0799	\$ -		\$ 108,230	\$ 108,230	
Total Expenditures				\$ -	\$ -	\$ 108,230	\$ 108,230	
Transfer from other Funds (Fleet)	522	7999	7999	\$ -		\$ 108,230	\$ 108,230	
Tota Revenues				\$ -	\$ -	\$ 108,230	\$ 108,230	
						\$ -	\$ -	

**Reason for Amendment:**

**RESOLUTION # :** \_\_\_\_\_

**Authorization:**

Requested By: \_\_\_\_\_

Approval: \_\_\_\_\_

Finance Use: \_\_\_\_\_

Isaac Whippy

Adriana Moreno Ramos

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attach copies of Resolution or other documentation**





# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-121

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Adopt City Council Resolution Adopting a List of Projects for Fiscal Year 2023-24 Funded by SB  
1: the Road Repair and Accountability Act of 2017

**RESOLUTION NO. \_\_\_\_-2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the public is aware of the projects proposed for funding and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated One Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars (\$176,824.00) in RMRA funding in Fiscal Year of 2023-24 from SB 1; and

**WHEREAS**, this is the seventh (7<sup>th</sup>) year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City uses the Traffic Modification Requests and service requests submitted by citizens and approved by the Traffic Committee in combination with the field maintenance observations of issues throughout the year to develop the SB 1 project locations to ensure revenues are being used on the most high-priority and cost-effective maintenance projects for our community; and

**WHEREAS**, the funding from SB 1 will help the City focus on the general maintenance and rehabilitation needs citywide; and

**WHEREAS**, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and alleyways are in fair condition and this revenue will help the City sustain the overall fair quality of the City's road system over the next decade; and

**WHEREAS**, the SB 1 project list, and the City's overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety will have significant positive impacts on the City's ability to procure equipment and materials for road maintenance work performed by Public Works staff; and

**NOW, THEREFORE, BE IT RESOLVED** that the Fort Bragg City Council does hereby identify the following projects to be funded with Road Maintenance and Rehabilitation Account revenues for the fiscal year 2023-24:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

**Project Title: PP01-2023. Street and Alley Pavement Maintenance**

**Project Description:** Procurement of RMRA Eligible Public Works Equipment, Road Maintenance and Rehab Materials, and Public Works Staffing to perform Small Scale pavement repair and patching. The goal of this project is to prevent street and alley pavement on local/residential streets with low Pavement Condition Index (PCI) ratings from deteriorating to an unusable state, as these street categories often go unselected for rehabilitation due to the algorithm used in the Pavement Management Program.

**Project Location:** Citywide

**Estimated Project Schedule:** Start (07/23) - Completion (07/24)

**Estimated Project Useful Life:** Depending on Materials used and existing pavement conditions, project benefits will last two to ten years.

**Project Title: PP02-2023. Sub-Surface Storm Drainage Maintenance and Repairs**

**Project Description:** Procurement of RMRA Eligible Public Works Equipment, Stormdrain Maintenance and Rehab Materials, and Public Works Staffing to perform sub-surface drainage facilities and repair overlying pavement. The goal of this project is to repair structural damage caused by storms or failures or damaged drainage facilities including curb and gutter, valley gutters, pipes, inlets, and outlets, which convey stormwater off and away from the roadways.

**Project Location:** Citywide

**Estimated Project Schedule:** Start (07/23) - Completion (06/24)

**Estimated Project Useful Life:** Drainage facility improvement will last 10-30 years.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of April, 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

\_\_\_\_\_  
**BERNIE NORVELL**

**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cristal Muñoz**  
**Acting City Clerk**



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-123

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5D.

Approve the Establishment of Human Resources Manager Mid-Management Classification, Establishing Salary Rate Compensation Plan and Confirming All City of Fort Bragg Established Classifications

Resolution to establish the Human Resources Manager, Mid-Management classification, establish the Salary Rate Compensation Plan and confirm all City of Fort Bragg established classifications.

**RESOLUTION NO. \_\_\_\_-2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING THE ESTABLISHMENT OF HUMAN RESOURCES MANAGER  
MID-MANAGEMENT CLASSIFICATION, ESTABLISHING SALARY RATE  
COMPENSATION PLAN AND CONFIRMING ALL CITY OF FORT BRAGG  
ESTABLISHED CLASSIFICATIONS**

**WHEREAS**, the Human Resources Analyst, a non-exempt, full-time, Confidential/Non-Bargaining classification, absorbed a substantial portion of the Administrative Services Director's Human Resources duties, when the Administrative Services Director separated from the City's employ in January 2019; and

**WHEREAS**, the Human Resources Analyst is currently overseeing Risk Management operations for the City Clerk; and

**WHEREAS**, the City's Human Resources function continues to increase in scope and complexity due to continually changing State and federal laws; and

**WHEREAS**, the City wishes to establish a Human Resources Manager classification, a full-time, Mid-Management, exempt position that will be filled by the current Human Resources Analyst; and

**WHEREAS**, the cost of the increased compensation are fully covered in the FY 2022-2023 budget in the Administration Department's salary savings; and

**WHEREAS**, the Fort Bragg City Council approves all new classifications and salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

**WHEREAS**, the establishment of this Resolution meets the requirements of California Regulations Section 570.5 as confirmed by the California Public Employees' Retirement System (CalPERS); and

**WHEREAS**, the newly created Human Resources Manager classification must be approved as part of the City's Master Salary Schedule; and

**WHEREAS**, CalPERS requires the City to have a publicly adopted and posted salary schedule; and

**WHEREAS**, the full salary schedule is available on the City's website; and

**WHEREAS**, based on all of the evidence presented, the City Council finds as follows;

1. Establishing the Human Resources Manager, a full-time, exempt, Mid-Management position, provides an appropriate classification and compensation that more accurately reflects the nature of the work the current Human Resources Analyst is performing; and
2. The newly created Human Resources Manager classification will be filled with the current Human Resources Analyst; and

3. The existing FY 2022-2023 Administration budget has salary savings which fully covers the cost of the above action.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby approve the new Human Resources Manager classification and confirm the City's Master Salary Schedule as outlined in Exhibit A.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24th day of April, 2022, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

---

**BERNIE NORVELL**

**Mayor**

**ATTEST:**

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**June Lemos, MMC**  
**City Clerk**

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Administrative Analyst - Police (Confidential; Non-Bargaining)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Administrative Assistant - Administration (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Administrative Assistant - Community Development (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Administrative Assistant - Confidential (Confidential; Non-Bargaining)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Administrative Assistant - Police (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>Assistant City Engineer (FBEO)</b>								
Hourly				33.24	34.90	36.65	38.48	40.40
Bi-Weekly				2,659.20	2,792.00	2,932.00	3,078.40	3,232.00
Monthly				5,761.60	6,049.33	6,352.67	6,669.87	7,002.67
Annual				69,139.20	72,592.00	76,232.00	80,038.40	84,032.00



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				39.42	41.39	43.46	45.63	47.91
Bi-Weekly				3,153.60	3,311.20	3,476.80	3,650.40	3,832.80
Monthly				6,832.80	7,174.27	7,533.07	7,909.20	8,304.40
Annual				81,993.60	86,091.20	90,396.80	94,910.40	99,652.80
<b>Assistant Planner (FBEO)</b>								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
<b>Associate Planner (FBEO)</b>								
Hourly				32.79	34.43	36.15	37.96	39.86
Bi-Weekly				2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
Monthly				5,683.60	5,967.87	6,266.00	6,579.73	6,909.07
Annual				68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Community Services Officer (FBPA)</b>								
Hourly				22.06	23.16	24.32	25.54	26.82
Bi-Weekly				1,764.80	1,852.80	1,945.60	2,043.20	2,145.60
Monthly				3,823.73	4,014.40	4,215.47	4,426.93	4,648.80
Annual				45,884.80	48,172.80	50,585.60	53,123.20	55,785.60
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				42.39	44.51	46.74	49.08	51.53
Bi-Weekly				3,391.20	3,560.80	3,739.20	3,926.40	4,122.40
Monthly				7,347.60	7,715.07	8,101.60	8,507.20	8,931.87
Annual				88,171.20	92,580.80	97,219.20	102,086.40	107,182.40
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
				42.39	44.51	46.74	49.08	51.53
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Director - Finance/City Treasurer (Executive; At-Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Engineering Technician (FBEO)</b>								
Hourly				30.15	31.66	33.24	34.90	36.65
Bi-Weekly				2,412.00	2,532.80	2,659.20	2,792.00	2,932.00
Monthly				5,226.00	5,487.73	5,761.60	6,049.33	6,352.67
Annual				62,712.00	65,852.80	69,139.20	72,592.00	76,232.00
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

					Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician I (FBE0)</b>									
Hourly				22.19	23.30	24.47	25.69	26.97	
Bi-Weekly				1,775.20	1,864.00	1,957.60	2,055.20	2,157.60	
Monthly				3,846.27	4,038.67	4,241.47	4,452.93	4,674.80	
Annual				46,155.20	48,464.00	50,897.60	53,435.20	56,097.60	
<b>Finance Technician II (FBE0)</b>									
Hourly				24.47	25.69	26.97	28.32	29.74	
Bi-Weekly				1,957.60	2,055.20	2,157.60	2,265.60	2,379.20	
Monthly				4,241.47	4,452.93	4,674.80	4,908.80	5,154.93	
Annual				50,897.60	53,435.20	56,097.60	58,905.60	61,859.20	
<b>Finance Technician III (FBE0)</b>									
Hourly				26.97	28.32	29.74	31.23	32.79	
Bi-Weekly				2,157.60	2,265.60	2,379.20	2,498.40	2,623.20	
Monthly				4,674.80	4,908.80	5,154.93	5,413.20	5,683.60	
Annual				56,097.60	58,905.60	61,859.20	64,958.40	68,203.20	
<b>Government Accountant I (FBE0)</b>									
Hourly				29.73	31.22	32.78	34.42	36.14	
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20	
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27	
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20	
<b>Government Accountant (Part-Time, Regular less than 20 hours weekly)</b>									
Hourly				29.73	31.22	32.78	34.42	36.14	
Bi-Weekly				1,189.20	1,248.80	1,311.20	1,376.80	1,445.60	
Monthly				2,576.60	2,705.73	2,840.93	2,983.07	3,132.13	
Annual				30,919.20	32,468.80	34,091.20	35,796.80	37,585.60	
<b>Grants Coordinator (FBE0)</b>									
Hourly				29.73	31.22	32.78	34.42	36.14	
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20	
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27	
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20	
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>									
Hourly				33.25	34.91	36.66	38.49	40.41	
Bi-Weekly				2,660.00	2,792.80	2,932.80	3,079.20	3,232.80	
Monthly				5,763.33	6,051.07	6,354.40	6,671.60	7,004.40	
Annual				69,160.00	72,612.80	76,252.80	80,059.20	84,052.80	
<b>Human Resources Analyst (Confidential; Non-Bargaining)</b>									
Hourly				26.71	28.05	29.45	30.92	32.47	
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Human Resources Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.00				
<b>Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.00				
<b>Maintenance Worker I - Janitor (FBEO)</b>								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1664.00	1747.20	1834.40	1926.40	2022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
<b>Maintenance Worker II (FBEO)</b>								
Hourly				23.64	24.82	26.06	27.36	28.73
Bi-Weekly				1,891.20	1,985.60	2,084.80	2,188.80	2,298.40
Monthly				4,097.60	4,302.13	4,517.07	4,742.40	4,979.87
Annual				49,171.20	51,625.60	54,204.80	56,908.80	59,758.40
<b>Maintenance Worker III (FBEO)</b>								
Hourly				24.82	26.06	27.36	28.73	30.17
Bi-Weekly				1,985.60	2,084.80	2,188.80	2,298.40	2,413.60
Monthly				4,302.13	4,517.07	4,742.40	4,979.87	5,229.47
Annual				51,625.60	54,204.80	56,908.80	59,758.40	62,753.60
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				26.05	27.35	28.72	30.16	31.67
Bi-Weekly				2,084.00	2,188.00	2,297.60	2,412.80	2,533.60
Monthly				4,515.33	4,740.67	4,978.13	5,227.73	5,489.47
Annual				54,184.00	56,888.00	59,737.60	62,732.80	65,873.60
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				28.65	30.08	31.58	33.16	34.82
Bi-Weekly				2,292.00	2,406.40	2,526.40	2,652.80	2,785.60
Monthly				4,966.00	5,213.87	5,473.87	5,747.73	6,035.47
Annual				59,592.00	62,566.40	65,686.40	68,972.80	72,425.60

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Manager-Special Projects (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>Mechanic (FBEO)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00				
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>Operations Supervisor (FBEO)</b>								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
<b>Planning Technician (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				55.55	58.33	61.25	64.31	67.53
Bi-Weekly				4,444.00	4,666.40	4,900.00	5,144.80	5,402.40
Monthly				9,628.67	10,110.53	10,616.67	11,147.07	11,705.20
Annual				115,544.00	121,326.40	127,400.00	133,764.80	140,462.40
<b>Police Chief (Executive; At Will)</b>								
Hourly				73.22	76.88	80.72	84.76	89.00
Bi-Weekly				5,373.60	6,150.40	6,457.60	6,780.80	7,120.00
Monthly				11,642.80	13,325.87	13,991.47	14,691.73	15,426.67
Annual				139,713.60	159,910.40	167,897.60	176,300.80	185,120.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				41.68	43.76	45.95	48.25	50.66
Bi-Weekly				3,334.40	3,500.80	3,676.00	3,860.00	4,052.80
Monthly				7,224.53	7,585.07	7,964.67	8,363.33	8,781.07
Annual				86,694.40	91,020.80	95,576.00	100,360.00	105,372.80
<b>Police Sergeant Intermediate POST - Acting (FBPA, Temporary)</b>								
Hourly				41.68	43.76	45.95	48.25	50.66
Bi-Weekly				3,334.40	3,500.80	3,676.00	3,860.00	4,052.80
Monthly				7,224.53	7,585.07	7,964.67	8,363.33	8,781.07
Annual				86,694.40	91,020.80	95,576.00	100,360.00	105,372.80
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				44.07	46.27	48.58	51.01	53.56
Bi-Weekly				3,525.60	3,701.60	3,886.40	4,080.80	4,284.80
Monthly				7,638.80	8,020.13	8,420.53	8,841.73	9,283.73
Annual				91,665.60	96,241.60	101,046.40	106,100.80	111,404.80
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				32.45	34.07	35.77	37.56	39.44
Bi-Weekly				2,596.00	2,725.60	2,861.60	3,004.80	3,155.20
Monthly				5,624.67	5,905.47	6,200.13	6,510.40	6,836.27
Annual				67,496.00	70,865.60	74,401.60	78,124.80	82,035.20
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				35.74	37.53	39.41	41.38	43.45
Bi-Weekly				2,859.20	3,002.40	3,152.80	3,310.40	3,476.00
Monthly				6,194.93	6,505.20	6,831.07	7,172.53	7,531.33
Annual				74,339.20	78,062.40	81,972.80	86,070.40	90,376.00
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				27.88				
<b>Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Public Works Administrative Analyst (FBEO)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)</b>								
Hourly				25.00				
Bi-Weekly				2,000.00				
Monthly				4,333.33				
Annual				52,000.00				
<b>Special Investigator Basic POST (FBPA)</b>								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
<b>Special Investigator Intermediate POST (FBPA)</b>								
Hourly				35.77	37.56	39.44	41.41	43.48
Bi-Weekly				2,861.60	3,004.80	3,155.20	3,312.80	3,478.40
Monthly				6,200.13	6,510.40	6,836.27	7,177.73	7,536.53
Annual				74,401.60	78,124.80	82,035.20	86,132.80	90,438.40
<b>Special Investigator Advanced POST (FBPA)</b>								
Hourly				37.53	39.41	41.38	43.45	45.62
Bi-Weekly				3,002.40	3,152.80	3,310.40	3,476.00	3,649.60
Monthly				6,505.20	6,831.07	7,172.53	7,531.33	7,907.47
Annual				78,062.40	81,972.80	86,070.40	90,376.00	94,889.60
<b>Systems Analyst - Lead (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
<b>Systems Technician (FBEO)</b>								
Hourly				22.81	23.95	25.15	26.41	27.73
Bi-Weekly				1,824.80	1,916.00	2,012.00	2,112.80	2,218.40
Monthly				3,953.73	4,151.33	4,359.33	4,577.73	4,806.53
Annual				47,444.80	49,816.00	52,312.00	54,932.80	57,678.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 04.01.2023 Add Human Resources Manager, Mid-Mgmt classification  
Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				20.27	21.28	22.34	23.46	24.63
Bi-Weekly				1,621.60	1,702.40	1,787.20	1,876.80	1,970.40
Monthly				3,513.47	3,688.53	3,872.27	4,066.40	4,269.20
Annual				42,161.60	44,262.40	46,467.20	48,796.80	51,230.40
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				25.16	26.42	27.74	29.13	30.59
Bi-Weekly				2,012.80	2,113.60	2,219.20	2,330.40	2,447.20
Monthly				4,361.07	4,579.47	4,808.27	5,049.20	5,302.27
Annual				52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				26.43	27.75	29.14	30.60	32.13
Biweekly				2,114.40	2,220.00	2,331.20	2,448.00	2,570.40
Monthly				4,581.20	4,810.00	5,050.93	5,304.00	5,569.20
Annual				54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				30.39	31.91	33.51	35.19	36.95
Biweekly				2,431.20	2,552.80	2,680.80	2,815.20	2,956.00
Monthly				5,267.60	5,531.07	5,808.40	6,099.60	6,404.67
Annual				63,211.20	66,372.80	69,700.80	73,195.20	76,856.00
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				31.91	33.51	35.19	36.95	38.80
Biweekly				2,552.80	2,680.80	2,815.20	2,956.00	3,104.00
Monthly				5,531.07	5,808.40	6,099.60	6,404.67	6,725.33
Annual				66,372.80	69,700.80	73,195.20	76,856.00	80,704.00





# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-127

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Filed

**In Control:** City Council

**File Type:** Council Letter

**Agenda Number:** 5E.

Approve Letter in Support of Larry Spring Museum's Redwood Time Project Grant Submittal  
At the Community Development Committee Meeting on January 24, 2023, a representative from the Larry Spring Museum requested a letter of support for their upcoming project. Project applicant described the project as follows "The Redwood Time proposes a project series that will facilitate a local community-initiated re-reading of the Redwood Round that stands in front of the Guest House Museum. As with similar redwood rounds in Northern California, our round naturalizes Euro- and human-centric cultural achievements as the default approach to an understanding of modern history. Notably, the markers exclude a number of local alternate histories and events that could have been added to provide us with a richer understanding of the past we inherit and the territory we inhabit. We propose creating a people's history of our town whereby the community marks events/occurrences/experiences of significance on a facsimile of the round. We will create the facsimile by making a paper cast of the round and then removing and reassembling it at the Larry Spring Museum. Then over a period of close to 2 years, we will run a number of programs that will encourage the community to mark their alternative histories on the paper cast that will be up for display."

This is an updated letter necessary to apply for multiple different grants to support the project, where the first letter was "fund" specific.



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*  
416 N. Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

<https://www.city.fortbragg.com/>

February 13, 2023

California Humanities Grant Program

To Whom It May Concern:

The City of Fort Bragg seeks to facilitate non-traditional, non-commercial public art projects that engage the local community. So while the City of Fort Bragg neither endorses, nor refutes, any expression - verbal or visual - made by the Larry Spring Museum, its agents, or the public, as part of the "Redwood Time" project, the City intends to grant permission to pull a paper cast from the larger Redwood Round in front of the Guest House Museum.

Projects like this provide an opportunity for community engagement with diverse groups and improved understanding and relationship building with the rich historic and cultural vitality of the place we live. This project's mission is consistent with many policies in the City's General Plan including increasing public awareness and appreciation of the City's cultural and historic resources and supporting public art by encouraging the provision for a variety of art in public spaces and parks.

The City plans to support the project through providing meeting facilities and permits at no charge and by granting access to the Redwood Round so long as Larry Spring Museum, its agents and participants, demonstrate there will be absolutely no long-term impact to the round as part of the paper-casting process.

We appreciate the opportunity to support the Larry Spring Museums request for funding and thank you for your consideration.

Sincerely,

Bernie Norvell  
Mayor

Jason Godeke  
Vice Mayor

Teresa K. Albin-Smith  
Councilmember

Lindy Peters  
Councilmember

Marcia Rafanan  
Councilmember



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-129

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5F.

Adopt City Council Resolution Approving a Side Letter Agreement Between the City of Fort Bragg and the Fort Bragg Police Association and Authorizing City Manager to Execute Same

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF  
FORT BRAGG AND THE FORT BRAGG POLICE ASSOCIATION AND  
AUTHORIZING CITY MANAGER TO EXECUTE SAME**

**WHEREAS**, the Memorandum of Understanding is the collective bargaining agreement between the City of Fort Bragg and the Fort Bragg Police Association (FBPA); and

**WHEREAS**, the City of Fort Bragg and the FBPA executed the Memorandum of Understanding (FBPA MOU) effective August 29, 2021 through June 30, 2024; and

**WHEREAS**, FBPA ARTICLE 25-HOLIDAYS stipulates the City pay full-time regular sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4 of Article 25 at one and one-half (1.5) times the employee's hourly rate paid in two equal installments during the first pay period in June and December; and

**WHEREAS**, the City of Fort Bragg was notified by CalPERS that ARTICLE 25- HOLIDAYS does not meet the California Code of Regulations [2 CCR 571(b)(1)(B), Government Code Sections 20636 and 7522.34(c)(5) requirements for special compensation; and

**WHEREAS**, a Side Letter is required to clearly indicate the conditions for payment of holiday pay, including, but not limited to, eligibility for, and amount of, the special compensation; and

**WHEREAS**, The City of Fort Bragg and the FBPA have met and conferred in good faith; and

**WHEREAS**, a Side Letter agreement between the City of Fort Bragg and the FBPA has been created and incorporates the information required by the California Code of Regulations; and

**WHEREAS**, the changes incorporated are reflective of previous and current practice; and

**WHEREAS**, based on all the evidence presented, the City Council finds that by incorporating into the Side Letter agreement the information required by the California Code of Regulations, the City of Fort Bragg will be in compliance with California Public Employees Retirement Law.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby approve the Side Letter, attached as Exhibit A, and authorizes the City Manager to execute the same.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the \_\_\_\_ day of \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

\_\_\_\_\_  
BERNIE NORVELL  
Mayor

\_\_\_\_\_  
Cristal Munoz  
Acting City Clerk

**SIDE LETTER BETWEEN  
THE CITY OF FORT  
BRAGG AND  
THE FORT BRAGG POLICE  
ASSOCIATION CONCERNING HOLIDAY  
PAY**

---

This Side Letter reflects an agreement between the City of Fort Bragg (City) and the Fort Bragg Police Association (FBPA), and collectively, "the Parties."

The Parties agree to amend Article 25 of the Memorandum of Understanding (MOU) between the City and the FBPA, effective August 29, 2021 to June 30, 2024 read as follows:

**ARTICLE 25-HOLIDAYS**

1. The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate and shall include supplemental pay, which may apply to the specific officer including: Field Training Officer Pay; Bilingual Pay; Officer in Charge Pay; Motor Officer Pay; Detective Pay and Working Out of Class Pay. Holiday pay shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay period in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.
4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:
  - a. New Year's Day
  - b. Martin Luther King Jr. Birthday
  - c. President's Day
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Indigenous Peoples' Day
  - h. Veteran's Day
  - i. Thanksgiving Day

- j. Day After Thanksgiving
- k. Day before Christmas
- l. Christmas
- m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

This side letter is effective August 29, 2021 through June 30, 2024.

FOR THE CITY OF FORT BRAGG:

DATE: \_\_\_\_\_

\_\_\_\_\_  
PEGGY DUCEY  
CITY MANAGER

DATE:

ATTEST:

\_\_\_\_\_  
CRISTAL MUNOZ  
ACTING CITY CLERK

FOR THE FORT BRAGG POLICE  
ASSOCIATION, INC.:

DATE: \_\_\_\_\_

\_\_\_\_\_  
COLIN MCHUGH  
FBPA PRESIDENT

**SIDE LETTER BETWEEN  
THE CITY OF FORT  
BRAGG AND  
THE FORT BRAGG POLICE  
ASSOCIATION CONCERNING HOLIDAY  
PAY**

---

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  - a. New Year's Day
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  - c. President's Day
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Indigenous Peoples' Day
  - h. Veteran's Day
  - i. Thanksgiving Day



- j. Day After Thanksgiving
- k. Day before Christmas
- l. Christmas
- m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

This side letter is effective August 29, 2021 through June 30, 2024.

FOR THE CITY OF FORT BRAGG:

DATE: \_\_\_\_\_

\_\_\_\_\_  
PEGGY DUCEY  
CITY MANAGER

DATE:

ATTEST:

\_\_\_\_\_  
CRISTAL MUNOZ  
ACTING CITY CLERK

FOR THE FORT BRAGG POLICE  
ASSOCIATION, INC.:

DATE: \_\_\_\_\_

\_\_\_\_\_  
COLIN MCHUGH  
FBPA PRESIDENT

Payday: 12/9/22

Pay Period: 11/19/22 - 12/3/22

Included in premium base; do not enter.

Reporting Period: 7/3/22 - 12/23/22

Pursuant to the Agreement with the Fort Bragg Police Association, holiday installment checks are to be issued in the months of June and December. The agreement still contains the language to the effect that the holiday pay shall be separate from any other salary payment, in the first pay period during the months of June and December. Holidays are paid at 1.5 times the hourly rate. Holidays are reportable to PERS.

EMPLOYEE	#H1 /#58	HOLIDAYS	HOURS	HOURLY RATE	Holiday Rate		Total PERS	PERS EE	PERS ER
9747115094 Baker, Tyler	H3 #H1	1.0 6.0	8.00 48.00	\$1.62 \$32.45	2.43000 \$48.68	\$19.44 \$2,336.64	\$2,356.08	\$306.29	\$301.11
1769539981 Beak, RORY	H3 H1	2.0 6.0	16.00 48.00	\$1.70 \$34.07	2.56000 \$51.11	\$40.96 \$2,453.28	\$2,494.24	\$324.25	\$318.76
9473389663 OIC FTO FERRIS, P	H3 H3 H1	3.0 3.0 6.0	24.00 24.00 48.00	\$1.88 \$1.88 \$37.56	2.82000 2.82000 56.34000	\$67.68 \$67.68 \$2,704.32	\$2,839.68	\$369.16	\$362.91
5063993101 FRANCO	#H1	6.0	48.00	\$32.45	\$48.68	\$2,336.64	\$2,336.64	\$303.76	\$298.62
5277638197 OIC FTO FRANK, JAROD	H3 H3 H1		0.00 40.00 48.00	\$1.79 \$1.79 \$35.77	2.68000 2.68000 53.66000	\$0.00 \$107.20 \$2,575.68	\$2,682.88	\$348.77	\$342.87
5448883243 FTO HOLAWAY, K	#58A #58		0.00 48.00	\$1.34 \$26.82	2.01000 40.23000	\$0.00 \$1,931.04	\$1,931.04	\$140.00	\$149.85
1375488171 Bi-Lingual H3 Longevity 3% OIC LOPEZ	B1 L1 H3 H1	6.0 6.0 0.0 6.0	48.00 48.00 0.00 48.00	\$2.17 \$1.30 \$2.17 \$43.45	3.26000 \$1.96 3.26000 65.18000	\$156.48 \$93.86 \$0.00 \$3,128.64	\$3,378.98	\$337.90	\$580.17
3199922240 Longevity 3% MCLAUGHLIN	L1 H1	6.0 6.0	48.00 48.00	\$1.61 \$53.56	\$2.41 80.34000	\$115.69 \$3,856.32	\$3,972.01	\$397.20	\$681.99
8350292871 OIC F1 McHUGH, COLIN	H3 H3 H1		0.00 48.00 48.00	\$1.88 \$1.88 \$37.56	2.82000 2.82000 56.34000	\$0.00 \$135.36 \$2,704.32	\$2,839.68	\$369.16	\$362.91
5792590460 FTO MOORE, A	58A H1	0.0 0.0	0.00 48.00	\$1.62 \$32.45	2.43000 \$48.68	\$0.00 \$2,336.64	\$2,336.64	\$303.76	\$298.62
4565403029 Longevity 3% RAFANAN	L1 H1	6.0 6.0	48.00 48.00	\$1.37 \$45.62	\$2.05 68.43000	\$98.54 \$3,284.64	\$3,383.18	\$338.32	\$580.89
3700709650 Longevity 1% Acting Srgnt FTO Shaw	L1 H3 H3 H1	6.0	48.00 0.00 16.00 48.00	\$0.49 \$2.43 \$2.43 \$48.58	\$0.73 3.64000 3.64000 72.87000	\$34.98 \$0.00 \$58.24 \$3,497.76	\$3,590.98	\$466.83	\$458.93
6319713849 Acting Srgnt FTO	H3 H3		0.00 16.00	\$2.08 \$2.08	3.13000 3.13000	\$0.00 \$50.08			

OIC	H3	1.0	8.00	\$2.08	3.13000	\$25.04				
WELTER	H1	6.0	48.00	\$41.68	62.52000	\$3,000.96	\$3,076.08	\$399.89	\$393.12	
7660897770										
FTO	58A		0.00	\$1.16	1.74000	\$0.00				
Word	58	6.0	48.00	\$23.16	34.74000	\$1,667.52	\$1,667.52	\$120.90	\$129.40	
3316338661										
Bi-Lingual 5%	B1	6.0	48.00	\$1.88	2.82000	\$135.36				
FTO	H3	2.0	16.00	\$1.88	2.82000	\$45.12				
OIC	H3	3.0	24.00	\$1.88	2.82000	\$67.68				
ZAVALA, REFUGIO	H1	6.0	48.00	\$37.56	56.34000	\$2,704.32	\$2,952.48	\$383.82	\$377.33	
			1248.00				\$41,838.11	\$41,838.11	\$4,910.01	\$5,637.49

\$1,319.39

Safety  
Misc  
New Misc  
New Safety

Pay	Employee Paid	City Share	Unfunded	Employee	City Share	Unfunded
\$10,734.17	1073.42	\$1,843.06	\$11,559.20	10.00%	17.1700%	107.6860%
\$0.00	0.00	\$0.00	\$0.00	8.00%	10.0600%	44.2760%
\$3,598.56	260.90	\$279.25	\$22.96	7.25%	7.7600%	0.6380%
\$27,505.38	3575.70	\$3,515.19	\$231.87	13.00%	12.7800%	0.8430%
\$41,838.11	4910.01	\$5,637.49	\$11,814.03			
	\$10,547.50					

## CITY OF FORT BRAGG

### Objective and Scope

CaPERS ID	Job Number	Contract Date
3459724670	1P22-015	September 1, 1967

The objective of the Office of Audit Services (OFAS) review was to determine if public agency employers (employer) reported Holiday Pay for safety-police and safety-fire members in compliance with Government Code (GC) sections 20636 and 7522.34 and Title 2 of the California Code of Regulations (CCR) sections 571 and 571.1.

Holiday Pay is defined in CCR sections 571 and 571.1 as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. For classic members, GC section 20636 and CCR section 571 specify special compensation includes a payment for special skills, knowledge, abilities, work assignments, workdays or hours, or other work conditions. All special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement to similarly situated members of a group or class of employment where such labor policy or agreement has been duly approved and adopted by the employer's governing body. Special compensation must be for services rendered during normal work hours, and reported amounts to CaPERS shall identify the pay period in which the special compensation was earned, each item of special compensation separately from payrate, and the category under which that item is listed. Special compensation is reportable as pensionable compensation for Public Employees' Pension Reform Act of 2013 (PEPRA) members if it meets the requirements of GC section 7522.34 and CCR section 571.1. Incorrect reporting of Holiday Pay may result in miscalculation of employer contributions, delays in processing retirement benefits, inaccurate retirement estimates, incorrect payment of benefits, reduction in benefits, and increased employer administrative costs for processing corrections to all impacted employee accounts for the period the misreporting occurred.

OFAS' review was limited to examining a sample of employee records for the period July 1, 2019 through June 30, 2022. Unless otherwise specified, OFAS did not review areas outside of the scope described herein, including, but not limited to, other types of compensation, payrates, and regular earnings, membership enrollment, or employment after retirement.

### Results in Brief

No.	Area	Observation
1	Not Correctly Reported	The Employer incorrectly reported Holiday Pay for one sampled active employee and one sampled retired employee. For one employee, the Employer reported Holiday Pay of \$294.17 for pay period ended June 4, 2022, which consisted of Holiday Pay of \$281.28 and a retroactive special compensation adjustment (RSCA) of \$12.89 for Holiday Pay for the period January 1, 2022 to June 30, 2022. However, the Employer included amounts for Longevity, Acting Sergeant, and Field Training Officer pay in their

# CITY OF FORT BRAGG

No.	Area	Observation
		<p>calculation of Holiday Pay. The Employer's written labor agreement for the Fort Bragg Police Association, effective August 29, 2021 through June 30, 2024, (MOU) specifies Holiday Pay is to be paid at one and a half times the employee's hourly rate and does not provide for inclusion of other items of pay in the calculation of Holiday Pay. The Employer should have reported \$283.08 for pay period ended June 4, 2022 based on the employee's hourly rate and should not have reported the RSCA amount. For the other employee, the Employer reported Holiday Pay of \$1,012.32 as a lump sum for pay period ended February 28, 2022 instead of for the periods earned, which was during January 1, 2022 through February 28, 2022. The Employer should have reported Holiday Pay of \$253.08 for the pay period ended February 28, 2022.</p> <p>GC section 7522.34 provides that amounts of pensionable compensation paid to new members must be pursuant to publicly available pay schedules. Employers define and enumerate requirements for the types of pay they provide their employees in written labor policies or agreements. GC section 20049 provides that a labor policy or agreement is any written policy, agreement, memorandum of understanding, legislative action of the employer's governing body, or any other document used by the employer to specify payrate, special compensation, and benefits of represented and unrepresented employees. CCR section 571.1 provides that when a pay schedule does not disclose items of pensionable compensation the types of documents outlined in GC section 20049 may be referenced. GC section 20636 states that when reporting special compensation, the employer must identify the pay period in which the special compensation was earned. The Employer explained that provisions for including Longevity, Acting Sergeant, and Field Training Officer pay in the calculation of Holiday Pay were mistakenly omitted from the MOU and that not reporting Holiday Pay as earned was an oversight.</p>

<b>Recommendation and Criteria</b>
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The Employer should ensure Holiday Pay is reported in compliance with GC sections 20636 and 7522.34, and CCR sections 571 and 571.1. The Employer should work with CalPERS Employer Account Management Division to identify all active and retired members impacted and to determine what adjustments, if any, are needed to correct written labor agreements, and/or improperly reported Holiday Pay amounts. To the extent that any amounts of pay were improperly included in the retirement allowance of retired members, a correction to the retirement allowance should be made pursuant to GC section 20160.

GC: § 20120, § 20121, § 20122, § 20160, § 20636, § 7522.34

# CITY OF FORT BRAGG

CCR: § 571, § 571.1

## Conclusion

OFAS limited this review to the areas specified in the objective and scope section of this report. The review was conducted in accordance with the International Standards for the Professional Practice of Internal Auditing. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions. Sample testing procedures provide reasonable, but not absolute, assurance that the Employer complied with the specified provisions of the Public Employees' Retirement Law. The results outlined in this report are based on information made available or otherwise obtained at the time this report was prepared. This report does not constitute a final determination with regard to the results noted within the report. The appropriate CalPERS divisions will notify the Employer of the final determinations and provide appeal rights, if applicable, at that time.

## Summarized Response

The Employer did not provide a response to the Observation noted in the report.



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-128

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Filed

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5G.

Approve Minutes of April 10, 2023



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Meeting Minutes City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY  
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT  
NO. 1 AND THE FORT BRAGG REDEVELOPMENT  
SUCCESSOR AGENCY*

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Monday, April 10, 2023

6:00 PM

Town Hall, 363 N. Main Street  
and Via Video Conference

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### CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM.

### PLEDGE OF ALLEGIANCE

### ROLL CALL

**Present:** 5 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

### AGENDA REVIEW

#### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [23-109](#) Presentation of Proclamation Declaring April as Sexual Assault Awareness Month

Councilmember Rafanan read the proclamation recognizing April 2023 as Sexual Assault Awareness Month.

#### 2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

- (1) Shelley Green spoke about the concept of converting existing garages in to housing. Gabriel Quinn Maroney supports trails next to the railroad from Willits to Fort Bragg.
- (2)None.
- (3)None.

#### 3. STAFF COMMENTS

City Manager Ducey reported that Cristal Munoz will be Acting City Clerk. Public Works Director Smith acknowledged the volunteers from the Garden Club and Rhododendron Club that have helped Public Works with removing invasive vegetation on the Coastal Trail and at the Guest House. Administrative Analyst Cristal Munoz announced the next Quarterly Merchant Meeting will be this Saturday, April 15th at Town Hall from 9-11am.

#### 4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters reported that he attended the Fort Bragg Fire District meeting and they discussed their budget and the potential funding coming from a voter approved initiative. This



funding will take longer than expected for their capital improvement projects. In addition their new fire engine is coming soon. Councilmember Rafanan reported she attended the Latino Coalition meeting and that they have seven scholarships for two thousands dollars available to High School students. Vice Mayor Godeke thanked the City Manager and the Mayor for coming to the Middle School and selecting student art work to hang at City Hall. He reported that the ad hoc Culture Committee is working on a model curriculum around Native American studies that has a local focus. This committee is building connections with the superintendent of schools and tribal members. A local senior has been matched with a tribal members to conduct interviews and collect oral histories that will generate more curriculum. The City has offered to assist with the technical aspects of recording these interviews.

## **5. CONSENT CALENDAR**

### **Approval of the Consent Calendar**

**A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, to approve the Consent Calendar. The motion was carried by the following vote:**

**Aye:** 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 5A. [23-091](#)** Adopt City Council Resolution Approving Professional Services Agreement with Calpo Hom & Dong Architects to Provide Design and Engineering Services for the Town Hall and Facilities Remodel Project, City Project No. PWP-00122, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$40,760)

**This Resolution was adopted on the Consent Calendar.**

- 5B. [23-101](#)** Approve Support Letter for Noyo Harbor District's application for the Maritime Administrations' Port Infrastructure Development Program - Marin Redevelopment Plan: Phase 1

**This Council Letter was approved on the Consent Calendar.**

- 5C. [23-105](#)** Approve Support Letter for Fort Bragg Art and Recycle Beautification Project Grant Application to the Clean California Grant Program

**This Council Letter was approved on the Consent Calendar.**

- 5D. [23-106](#)** Adopt Fort Bragg City Council Resolution Authorizing City Manager to Execute Agreements with the California Department of Transportation for the Fort Bragg Art and Recycle Beautification Project

**This Resolution was adopted on the Consent Calendar.**

- 5E. [23-110](#)** Second Amendment to Professional Services Agreement with Marie Jones Consulting

**This Resolution was adopted on the Consent Calendar.**

5F. [23-114](#) Approve Minutes of March 27, 2023

**The Minutes were approved on the Consent Calendar.**

**Aye:** 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

## **7. PUBLIC HEARING**

## **8. CONDUCT OF BUSINESS**

8A. [23-103](#) Receive Report and Consider Adoption of City Council Resolution Approving Contract with EcoGreen Solutions, Inc. for the Facilities Lighting Project, City Project No. PWP-00125, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$106,171); and Finding the Project Exempt from CEQA under 14 CCR 15268 and 15301.

Public Works Director gave the staff report for this agenda item. Director Smith repeated the findings of the efficiency survey and that this program will be saving energy and money.

Public Comment was received by Carrie Durkee and a member of the Grassroots Institute

**A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Godeke, that this Resolution be adopted. The motion carried by the following vote:**

**Aye:** 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

8B. [23-104](#) Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Contract with, Knorr Systems Int'l. for UV Disinfection System, CVS20-23 Project (Amount not to exceed \$99,724.68 Account No. 810-4812-0751)

Public Works Director John Smith gave the staff report on this agenda item. This project was prepared by the staff at CV Starr.

Public Comment None.

**A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, that this Resolution be adopted. The motion carried by the following vote:**

**Aye:** 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

8C. [23-107](#) Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Contract with American Chiller Service, Inc. for Procurement and Installation of Two (2) Industrial Boilers and One (1) 534 Gallon Storage Tank at CV Starr Center (Amount not to exceed \$148,209.00 (Account No. 810-4812-0751)

Public Works Director Smith gave the staff report on this agenda. This projected has been budgeted in the centers capital improvement budget. This project was prepared by the staff at CV Starr.

Public Comment None.

**A motion was made by Councilmember Rafanan, seconded by Vice Mayor Godeke, that this Resolution be . The motion carried by the following vote:**

**Aye:** 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

**9. CLOSED SESSION**

**Mayor Norvell recessed the meeting at 6:34 PM; the meeting reconvened to Closed Session at 6:39 PM.**

**9A. [23-116](#)**

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One case.

**Mayor Norvell reconvened the meeting to Open Session at 7:26 PM and reported that no reportable action was taken on the Closed Session Item.**

**ADJOURNMENT**

**Mayor Norvell adjourned the meeting at 7:26 PM.**

\_\_\_\_\_  
BERNIE NORVELL, MAYOR

\_\_\_\_\_  
June Lemos, MMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-133

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

Nomination and Appointment of Planning Commissioner to Serve on the Fort Bragg Planning Commission and Swearing In of New Commissioner



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-095

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8B.

Adopt City Council Resolution Approving Budget Amendment to the FY 2022-23 Budget (Budget Amendment No. 2023-17) Adding Funds to the Police Department Support Services Funds  
Adopt City Council Resolution approving a budget amendment which will fund Youth Services Opioid Response Program through a fully reimbursable grant to include the purchase of a vehicle, supplies, full time Life Coach and funding for full-time Care Response Employee.



AGENCY: City Council  
 MEETING DATE: April 24, 2024  
 DEPARTMENT: Police Department  
 PRESENTED BY: Chief Neil Cervenka  
 EMAIL ADDRESS: [ncervenka@fortbragg.com](mailto:ncervenka@fortbragg.com)

## AGENDA ITEM SUMMARY

**TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Approving Grant Funding and Contracting with a Success Coach to fulfill Grant Requirements**

**ISSUE:**

Mendocino County ranks above the State average in every category related to opioid abuse. Furthermore, Fort Bragg’s rural nature and limited local healthcare infrastructure restricts access to substance use disorder treatment options, especially for juveniles.

The Fort Bragg Police Department recognizes that the current opioid crisis cannot be solved with traditional criminal justice tools alone and instead requires a more comprehensive approach.

The Fort Bragg Police Department was awarded a grant for \$345,363 through the State and federally-funded Youth Opioid Response (YOR) program. The grant is intended to fund one full-time Care Response Unit (CRU) Team Member and a contract with an equivalent full-time Success Coach, as well as various supplies for fourteen months. The grant, budget amendment, and contract for the Success Coach require City Council approval.



**ANALYSIS:**

The YOR grant will expand the services of the Police Department’s CRU Team to include providing direct services to youth, ages 12-24 who currently have or are at risk of having a substance use disorder (SUD). Those direct services will include connecting youth with medical services, assisting with life skills, and supporting youth to successfully transition from incarceration. The program additionally includes preventative outreach at our schools. The Police Department has titled this expansion of services “Project Right Now” (PRN). PRN is based on the concept that youth with SUD require attention 24 hours a day in all aspects of their life, not just while in treatment or meetings.

Potential PRN clients are expected to be identified through self-referrals, friends, family, schools, and law enforcement. Once a client is identified, they will be connected with the CRU Team Member who will begin identifying available services needed by the youth and their family. The Success Coach program will work in conjunction with the CRU Team to continue meeting with the youth on weekends, evenings, and at school to work on critical life skills by promoting a positive environment while the youth receives medical treatment.

This program will include proactive outreach to youth currently incarcerated to begin the process of successfully transitioning them into more stable living environments as well as to include employment assistance when applicable.

The equivalent full-time Success Coach position has available funding up to \$140,544. This was written as an equivalent full-time contracted position as it is expected to be staffed by more than one individual working part-time with individual clients. Bethany Brewer will lead the contracted portion of this program based on her extensive experience working with youth with SUD, and through multiple recommendations from individuals working in our local school system. Bethany Brewer will coordinate directly with the Police Department and our CRU Team to select additional Success Coaches to assist her and identify/prioritize clients.

**RECOMMENDED ACTION:**

Adopt Resolution approving budget amendment, acceptance of grant, and contract with Bethany Brewer.

**ALTERNATIVE ACTION(S):**

1. Provide alternative direction to staff.

**FISCAL IMPACT:**

This grant will provide a portion of the funding needed to maintain the Care Response Unit.

**GREENHOUSE GAS EMISSIONS IMPACT:**

N/A

**CONSISTENCY:**

N/A

**IMPLEMENTATION/TIMEFRAMES:**

This grant was awarded on 03/15/2023 and funding was available starting 04/01/2023. This program will begin immediately following the approval of City Council.

**ATTACHMENTS:**

1. Resolution
2. Budget Amendment
3. Contract with Bethany Brewer

**NOTIFICATION:**

None.

## RESOLUTION NO. -2023

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING A BUDGET AMENDMENT TO THE FY 2022-23 BUDGET (BUDGET AMENDMENT NO. 2023-17) ADDING FUNDS TO POLICE DEPARTMENT-SOCIAL SERVICES TO FUND THE YOUTH OPIOID RESPONSE PROGRAM THROUGH A FULLY REIMBURSABLE GRANT TO INCLUDE SUPPLIES, A FULL-TIME SUCCESS COACH CONTRACTOR AND FUNDING FOR A FULL-TIME CARE RESPONSE EMPLOYEE (ACCOUNT NO. 110-4202)

**WHEREAS**, the Fort Bragg Police Department recognizes that the current opioid crisis is a critical public health issue; and

**WHEREAS**, Mendocino County ranks above the State average for opioid abuse in every category, with an opioid overdose rate of 21.1 per 100,000 residents, almost three times higher than the State average; and

**WHEREAS**, the Fort Bragg Police Department recognizes that individuals with substance abuse disorders represent a disproportionately large cost to the criminal justice and public health systems; and

**WHEREAS**, the Fort Bragg Police Department has found notable success in addressing other social issues through the creation of our Care Response Unit (CRU) and its approach to addressing homelessness and individuals with mental health illnesses; and

**WHEREAS**, in March, 2023, the Fort Bragg Police Department was awarded a grant through the California Youth Opioid Response funded by the California Institute for Behavioral Health Solutions (CIBHS) to fully reimburse the City of Fort Bragg for the purchase of supplies, funding for one full-time Care Response Unit employee, and the funding of one full-time contractor Success Coach; and

**WHEREAS**, the Care Response Unit and Success Coach will work to connect youth with substance abuse treatment both before and during the criminal justice process while advocating for the expansion of services on the Mendocino coast; and

**WHEREAS**, Bethany Brewer has an extensive history successfully working with youth with substance abuse disorders and has a long-standing relationship with the schools working with disadvantaged youth; and

**WHEREAS**, Bethany Brewer was instrumental in the development of the new program and grant and has successfully worked with the Police Department on addressing youth issues in the past; and

**WHEREAS**, the grant requires a full-time equivalent contracted Success Coach in order to meet the required deliverables and \$140,544 has been included in the grant to execute that contract; and

**WHEREAS**, based on the evidence presented, the City Council finds as follows:

1. The adjustments to the FY 2022-23 Budget as shown in Exhibit B are necessary to cover the costs of the Youth Opioid Response grant.



2. The costs associated with the Youth Opioid Response are fully reimbursable through the CIBHS grant.
3. The City Manager is authorized to execute a contract with Bethany Brewer to provide services as a Success Coach and to supervise a Success Coach Team involving multiple paid employees for an amount not to exceed \$140,544.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2022-23 Budget to incorporate the changes enumerated in Exhibit B.

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg authorizes the execution of a contract with Bethany Brewer for an amount not to exceed \$140,544.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of April, 2023, by the following vote:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:**

---

**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

---

**June Lemos, MMC**  
**City Clerk**



# **Agreement for Youth Opioid Response Grant**

## **Success Coach Services**

This agreement, (“Agreement”) is made and entered into on the \_\_\_ day of April 2023 between Bethany Brewer, an individual (“Ms. Brewer”) and the City of Fort Bragg (“City”).

### **Terms of Agreement**

1. Term:

For a period of 14 months, and subject to the terms of this Agreement, Ms. Brewer shall coordinate and provide youth mentoring services in groups and individual settings in accordance with the parameters of the Youth Opioid Response (“YOR”) grant (“Grant”) awarded to the City of Fort Bragg Police Department. City shall have the right to terminate this agreement at any time upon 30 days written notice or immediately upon written notice to Ms. Brewer that the Grant has been terminated.

2. Duties of the Parties:

- a. Ms. Brewer will maintain a current California Driver’s License and vehicle insurance.
- b. Ms. Brewer will maintain all records, if any, in a safe and confidential manner.
- c. Ms. Brewer will hold youth advisory board meetings that will include at minimum one meeting per month for two different groups. Ms. Brewer will provide public presentations on issues related to substance use disorders (SUD) upon request. Ms. Brewer’s primary duties as a Success Coach will be to regularly meet with youth clients in order to assist with their success in receiving substance use disorder treatment (SUDT). This may include transporting youth to appointments, meeting with youth in their homes and at school. Ms. Brewer may additionally be required to meet with clients who are incarcerated in County Jail and at Juvenile Hall. While there is no set number of times that Ms. Brewer will be required to meet with clients, a general expectation will be twice weekly, however more visits may be necessary. These visits are expected to be conducted when they are most effective including weekends and evenings. On a bi-weekly basis, Ms. Brewer will submit all required reports including data related to grant deliverables and a detailed activity log. Ms. Brewer will also meeting the Care Response Unit bi-weekly to discuss client treatment plans and progress.
- d. Ms. Brewer shall indemnify the City for all claims arising out of her performance of this Agreement.
- e. Ms. Brewer may be tasked with youth outings and will be responsible for chaperoning youth during those outings.
- f. Ms. Brewer will provide receipts and expense tracking to FBPD for all approved costs.

- g. Ms. Brewer will be allowed to drive City-owned vehicles at the discretion of the Chief of Police. Ms. Brewer will maintain General Liability and vehicle insurance as part of this agreement.
- h. Ms. Brewer will maintain the confidentiality of all information received in the performance of this Agreement.
- i. The City of Fort Bragg will reimburse Ms. Brewer \$50.00 per hour for an amount not to exceed One Hundred Forty Thousand Five Hundred Forty-Four Dollars (\$140,544.00). Ms. Brewer will submit a monthly invoice to the Fort Bragg Chief of Police within 10 days of the end of each month.

---

Peggy Ducey  
City of Fort Bragg Manager

---

Date

---

Ms. Bethany Brewer

---

Date



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 22-623

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8C.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-18 and Awarding Professional Services Agreement to Palni, Inc. for Engineering and Design Services Related to Municipal Broadband Infrastructure, Associated Project Management and Technical Assistance, Approving Budget Amendment 2023-18 and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$335,800.00; Account No. 426-4875-0310)

The City has been awarded \$479,529.00 in grant funding from the California Public Utilities Commission (CPUC) through the Local Agency Technical Assistance (LATA) grant program to complete planning work necessary to deploy municipal broadband infrastructure. The City circulated a Request for Proposals on December 15, 2022 and timely received two proposals from qualified firms. Staff recommends Palni, Inc. as the most suitable firm to assist the City.



AGENCY: City Council  
MEETING DATE: April 24, 2023  
DEPARTMENT: Public Works  
PRESENTED BY: S McCormick  
EMAIL ADDRESS: [smccormick@fortbragg.com](mailto:smccormick@fortbragg.com)

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-18 and Awarding Professional Services Agreement to Palni, Inc. for Engineering and Design Services Related to Municipal Broadband Infrastructure, Technical Assistance and Associated Project Management, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$335,800.00; Account No. 426-4875-0310)**

### **ISSUE:**

On December 15, 2022, the City received two (2) timely proposals from qualified firms interested in contracting with the City of Fort Bragg to finalize network design, complete construction documents, and provide technical assistance to inform the business model for deployment of city-wide municipal broadband infrastructure. Staff reviewed proposals and recommends Palni, Inc. to assist with this project. Palni, Inc. is a qualified firm that assisted in the development of the City's 2021 Fort Bragg Digital Infrastructure Plan. This previous experience will support unique design solutions tailored to our specific needs. In addition, the cost for services was substantially lower than the other proposal received.

### **ANALYSIS:**

The City of Fort Bragg applied for, and has been awarded, \$479,529.00 in grant funding from the California Public Utility Commission (CPUC) through the Local Agency Technical Assistance (LATA) grant program. The 2021 Fort Bragg Digital Infrastructure Plan will function as the project charter; it includes high level desk-top designs and estimated build out costs for a Fiber to the Premise (FTTP) broadband project, as well as proposed path for operating and servicing customers over the network through a partnership with Mendocino Community Network (MCN).

The intention of LATA funding is to deliver a BID-ready packet (complete planning entitlements and environmental review, and engineered construction plans) in order to have a shovel-ready construction project. Additionally, LATA funding will support the development of a business plan and financing strategy.

### **RECOMMENDED ACTION:**

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Palni, Inc. for Engineering and Design Services Related to Municipal Broadband Infrastructure, Technical Assistance and Associated Project Management, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$335,800.00; Account No. 426-4875-0310)

**ALTERNATIVE ACTION(S):**

Provide alternative direction to staff.

**FISCAL IMPACT:**

The entirety of this contract would be covered by grant funds provided by California Public Utility Commission’s Local Agency Technical Assistance (LATA) Program on a reimbursement basis.

**GREENHOUSE GAS EMISSIONS IMPACT:**

There is little to no increase in Greenhouse gas emissions associated with the preparation of final network design and technical expertise related to pre-construction activities of subject broadband project.

**CONSISTENCY:**

City Council has identified the need for reliable, fast, affordable internet connectivity to serve residents, students, businesses and visitors. The Municipal Broadband Infrastructure Project has been added to the City’s 2023 Capital Improvement Plan (CIP), which is the multi-year scheduling of public physical improvements and has prioritized investing resources to deploy a fiber to the premise municipal broadband network. This effort is consistent with the policies listed below, as well as the 2019 City Council priority for maintaining and upgrading the City’s infrastructure.

*Policy PF-2.8 Capital Improvement Plan: Continually update the Capital Improvement Plan to ensure that it identifies capital projects necessary to maintain adequate levels of performance as well as funding sources for all phases of intended projects.*

*Policy PF-2.9 Schools: Work with the Fort Bragg Unified School District to ensure that the District has the means to provide a high quality education to City students.*

*Policy CD-2.3 Economic Vitality: Continue to support the economic diversity and vitality of downtown businesses.*

**IMPLEMENTATION/TIMEFRAMES:**

Request for Proposals Submitted – December 2022

Contract Execution and Notice to Proceed – April 2023

Low Level Design – July 2023

Final Design & BID Packets – September 2023

Technical Assistance and Project Management Support to City Staff for items listed above, as well as Business Plan and Financing Strategy, as needed.

**ATTACHMENTS:**

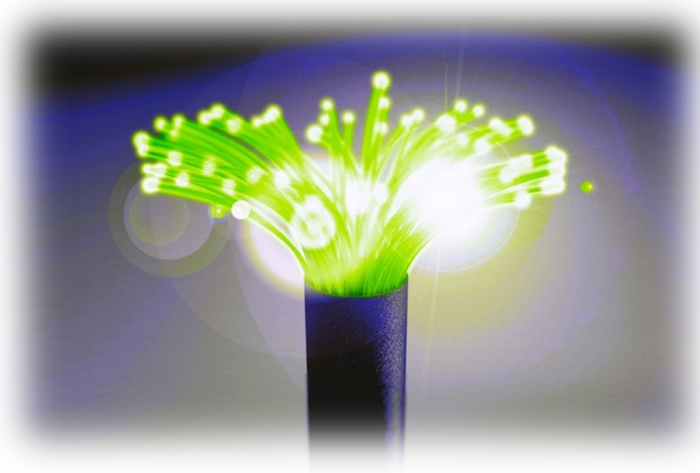
- 1. Fort Bragg Digital Infrastructure Plan (2021)
- 2. RFP Scope of Work
- 3. RESO Palni, Inc

**NOTIFICATION:**

- 1. Mitch Drake, Palni Project Manager
- 2. “Notify Me” Subscriber Lists: Economic Development Planning; and Fort Bragg Downtown

Businesses





# Fort Bragg

# Digital Infrastructure Project

*An Approach to Implement High-Speed Internet for  
The City of Fort Bragg*



**FORT BRAGG**  
CALIFORNIA

**August 2021**

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## EXECUTIVE SUMMARY

The purpose of this document is to provide the City of Fort Bragg (city) with a high-level overview of a Digital Infrastructure Plan which includes desktop design and estimated build costs for a Fiber to the Premise (FTTP) broadband deployment project, as well as a potential path for operating and servicing customers over the network. The resulting project information will allow city to make an informed decision on the next steps in providing Fort Bragg with a digital infrastructure (underground conduit, fiber, and electronics) and to provide high-speed internet service to residences/businesses within the City Limits of Fort Bragg with a resilient and future proof underground fiber-optic based network capable of serving residences, businesses, and anchor institution.

An assessment of the broadband availability found there are four primary Internet service providers in Fort Bragg providing service over fiber optic cable, cable TV (Radio Frequency cable) systems, copper DSL, fixed wireless, dial-up, and satellite internet. The two largest providers of fiber-based Internet services are AT&T and Comcast, mostly in the more business concentrated areas in the city. Sonic has recently come into Mendocino, offering high-speed Internet services using AT&T Unbundled Network Elements (UNE), i.e., aged AT&T copper pair infrastructure. In addition to these three providers, several smaller fixed wireless Internet service providers, including North Coast Internet, and Mendocino Community Network (MCN); however, these providers cannot scale a robust high-speed network like fiber optic cable delivered systems. It is public knowledge that Fort Bragg consumers are unhappy with current high-speed Internet providers, both from speed and service issues, and little can be done to motivate incumbent carriers to address the issues by deploying underground fiber infrastructure.

Fort Bragg needs a Digital Infrastructure Plan that positions city to control their own destiny, especially with forthcoming technologies expected in the next few years, all of which require greater bandwidth than what traditional service provider technology can generate. This plan calls for the funding and construction of a fiber-to-the-premise (FTTP) network. It is planned that customers will be able to obtain fiber-based technology with speeds up to 10 Gbps at or near current incumbent pricing. This plan also identifies MCN as the service provider who is fully capable of providing service, this eliminating the need for the city to become an ISP. MCN and the City will negotiate wholesale and retail pricing once detailed engineering is completed, total cost is determined, and funding sources identified.

The result of this analysis demonstrates the cost of owning a fiber network capable of providing much needed affordable broadband services to its residence and business customers, and can do so without the risks associated with starting up an ISP; MCN will do that for the city.

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

## PROJECT OVERVIEW

PROJECT OVERVIEW
<p><b>Management and Design:</b> City Smart Consulting (CSC) and its partners have planned, and performed a desktop-designed project for implementation, as part of the <b>City of Fort Bragg Digital Infrastructure Plan 2021-2025</b>. The CSC team collaborated with PalniES Engineering, Walker and Associates, ADTRAN, and Juniper to design the project for next steps implementation. Additionally, CSC coordinated and received feedback from MCN, who is being considered as the service provider responsible to manage and operate the end-user customer under a service agreement with the city.</p>
<p><b>Targeted Households/Businesses:</b> The project in the <b>City of Fort Bragg</b> is targeted to reach approximately 4000 homes/business addresses within the city limits. Specifically, residences comprise 3100 households, while businesses comprise 900 locations. Residence and businesses represent 2654 structures; some structures like MDU's and Multi-tenant businesses share a single building structure.</p>
<p><b>Network Architecture:</b> The approach is to bring between to 1 – 10 Gbps Internet connectivity and voice service to all homes, businesses, towers, and anchor institutions in the community areas via a robust underground fiber-based last-mile fiber distribution system. The projects have three infrastructure components – 1) Last-Mile Distribution Systems, 2) Data Center Electronics, and 3) Fiber to the Premise Drops</p>
<p><b>Estimated Capital Cost:</b> The estimated cost to implement all three Components is <b>\$12,156,845</b></p>
<p><b>Deployment Schedules:</b> The deployment schedule for this project with an assumed construction start date of June 2022 and a final completion date of June 2025 or a total of 36 months from start to finish. The base infrastructure passing homes should take 20 weeks or less, while drops to be placed upon service request and will be ongoing until a service drop reaches all locations estimated in 2025.</p>

## INTRODUCTION

### IMPLEMENTATION OF THE DIGITAL INFRASTRUCTURE PLAN

Recommended stated goal of the **City of Fort Bragg** is to:

“Provide a digital infrastructure for affordable high-speed Internet access for 100% of households and businesses by 2025.”

*High-speed Internet, for the purposes of this plan is defined as gigabit service (1-10 Gbps or higher). This is an ambitious goal, but critical for the economic future of Fort Bragg and through advancements in technology it is possible.*

The **Plan** has three objectives:

- 1) Develop Projects to Deploy **Fiber Optic Cable** based technology to City of Fort Bragg
- 2) Create Policies that Local Government can Support to **Improve the Network and Facilitate Future Technologies**
- 3) Develop Projects that **Improve Resiliency and Redundancy** in Digital Infrastructure Systems

When this project is completed, nearly 3,100 households and 900 businesses will have broadband access at 21<sup>st</sup> century gigabit speeds. There will also be a technologically advanced, robust, and diverse fiber-based infrastructure around the city, as depicted on the maps included in this document.

## PROJECT PLANNING ASSUMPTIONS

The following are the key assumptions that guided the team in developing the City of Fort Bragg, Digital Infrastructure Plan:

- One hundred (100%) percent of the households and businesses are to be connected via underground conduit and fiber installation. Underground fiber design is to preserve and “future proof” the infrastructure during severe storms, wildfires, and other unforeseen disasters. According to an assessment by Magellan Advisors for Napa County, 30 percent of the telecommunications infrastructure was damaged by the 2017 wildfires. The underground infrastructure was not damaged.<sup>1</sup>
- Project will use Internet backhaul provided by AT&T to connect end-users with the world-wide Internet; AT&T is the only provider for this service at this time. There are other

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<sup>1</sup> <http://www.mendocinobroadband.org/wp-content/uploads/Napa-County-Fiber-Infrastructure-Engineering-Assessment-Report.pdf>

efforts underway that could provide other backhaul choices soon. The State of California is pursuing a state-wide Open-Access middle-mile project.

- The fiber optic cable approach in this project is to provide capabilities up to 10 Gbps Internet connectivity to all households, large and small businesses, anchor institutions, and other institutions in the community areas, via a robust underground fiber optic cable network. Additionally, this network can provide Internet backhaul for WISP's and Cellular providers that wish to utilize network. The network will be available for any provider who desires to have fiber connectivity.
- The host Data Center will be located 416 N. Franklin Street, in Fort Bragg and will be equipped with Juniper Routers, ADTRAN Optical Line Terminal (OLT) XGSPON 10 Gig line cards, Fiber-optic patch panels, local 32:1 splitter, backup power, HVAC, and fire suppression equipment. This location already has a sufficient backup generator in the event of prolonged power outages. The location will have diverse dual entrance conduits connected to AT&T backhaul services.
- Cost estimates are based upon desk-top design; prior to moving forward the city will need to perform detailed engineering and obtain firm quotes following city construction and procurement policies.
- MCN is the service provider; the city provides fiber optic cable infrastructure and electronic equipment only, while MCN markets, sells, provisions, bills, and repairs customers (service activation and service assurance).
- MCN will pay a wholesale fee to the city for use of the fiber infrastructure.
- Network to be designed as future proof to facilitate growth and future technological advancements.

## BROADBAND NETWORK OVERVIEW

### OVERVIEW OF THE NETWORK ARCHITECTURE

The approach is for MCN to offer up to 10 Gbps Internet connectivity to all homes, businesses, towers, and other institutions in the community areas via a robust underground last-mile fiber distribution system. The city will design & engineer, build, and operate the entire network infrastructure by providing all the necessary equipment to light the last-mile network (city is network owner). MCN will serve as the service provider with the primary goal to provide a reliable high-speed Internet network service to all potential users in the community at a competitive price, encouraging economic development, and providing excellent customer service. The city will monitor MCN service results via a Subscriber Service Level Agreement (SLA) to ensure service meets or exceeds user expectations.

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

Through partners (fiber cable manufacturers, electronic equipment providers), the infrastructure owner/provider (city) will detail design and build the network utilizing a passive optical network design for residential and small business, and some active Ethernet (dedicated fibers from data center to their location) for larger businesses. City will utilize this approach to create a state-of-the-art network design with the future in mind.

The plan for in the city is to have a centralized data center located at 416 N. Franklin St, that will host Internet electronics equipment that connects with nine XGS-PON splitter cabinets located throughout the city. The data center will be supplied with Core Routing, Edge routing, and Optical Line Terminal equipment (OLT). The data center will have eight-hours back-up power via batteries and will further be supported by an existing backup generator in the event of prolonged power outage.

Nine distribution areas (DA's) will be designed with passive splitter cabinets that will be placed throughout the community. The distributed cabinets will be based upon the size of the distribution area and distance reach of optical port cards. In each location, there will be an above ground passive XGS-PON cabinets<sup>2</sup>. These locations we will serve as the aggregated fiber locations where conduit, fiber cable, and fiber distribution terminals serving each home/business will be fed from. The cabinets will look similar to what incumbent providers already have within the city ROW.

At each end-user location, construction crews will place underground conduit and fiber drop wire connected from the fiber service terminal (FST) to a connection point at each location at or near current utility entrance point (demark); this completes the fiber infrastructure owned by the city.

Upon service request, MSN will arrive at the home/business and place the ONT device (fiber termination). Once fiber is located at the side of the structure the demark location has been established. MCN will perform service installation by installing in-building fiber cable from the demark location inside the home or business. During the installation process, MCN will place an integrated optical network termination device (ONT) with four ethernet ports, a voice service port, and indoor Wi-Fi 6 capabilities.

For larger businesses, city will provision a dark or lit fiber service using traditional industry interconnection equipment (small router). The city will terminate fiber at the main point of entry (MPOE), MCN will work with customer on inside wire design and installation.

Internet peering and voice service including diverse 911 path to Mendocino County PSAP is planned to be from primary network data center. The city along with MCN will install fiber and routing equipment that will provide much needed diverse routing ensuring diversity for 911-service as well as internet backhaul. Infrastructure to be placed between data center and MCN data center to allow network interconnection. MCN performs these functions today for their existing customers.

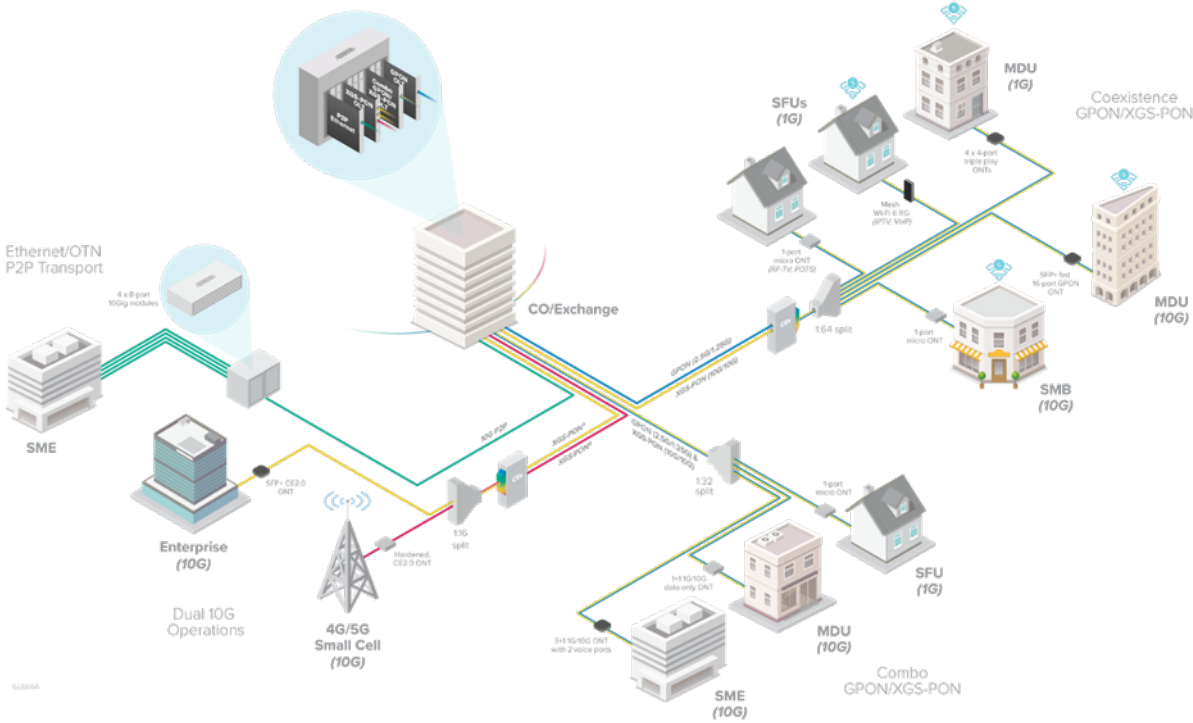
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<sup>2</sup> The passive cabinets do not require power as there are no electronics, just fiber splitters.

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

AT&T is the only carrier that can provide Internet backhaul capacity, as a result the city and MCN would build in as much diversity as possible until other options are available; this is the current situation in Fort Bragg. As new long-haul options become available MCN will provide much needed diversity for this important component of the project. Backhaul providers will be chosen by and paid for by MCN through an open quote process (even though it is AT&T network) Backhaul circuits to be activated once the network nears completion; pricing varies greatly and is expected to be lower as time goes on. Internet backhaul is designed to be reliable, with improved performance. MCN understands how to manage backhaul and have been doing it for years. See Figure 1 – Basic Industry High-level Network Architecture.

*Figure 1: Basic Industry High-Level Network Architecture (Cite: Walker and Associates)*



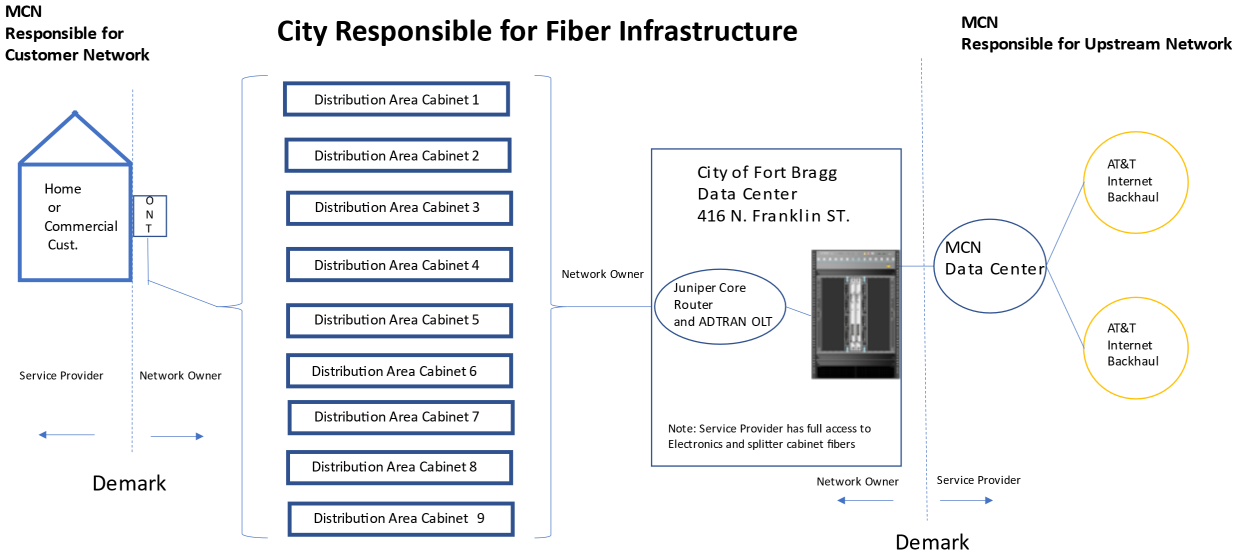


# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

The Fort Bragg specific network architecture is based upon the same design concepts found in existing, larger city designs. Below is the proposed network architecture and design for the City of Fort Bragg. This architecture is easily expanded for future growth of the city. See Figure 2 City of Fort Bragg Network Architecture. You will note the separation of responsibilities between the city and MCN. A responsibility matrix has been discussed between MCN and the city with agreed upon demark locations.

Figure 2: City of Fort Bragg Network Architecture

## City of Fort Bragg - Network Architecture



## PROJECT DESCRIPTION

### DESKTOP MANAGEMENT AND DESIGN, COST, AND DEPLOYMENT SCHEDULE

**Management and Design:** CSC collaborated with vendor community to perform a desktop design to arrive at estimates, as part of the *City of Fort Bragg Infrastructure Plan: 2021-2025*,

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

**CSC** also collaborated with MCN as they are targeted to become the service provider; service provider must have a say in the design so they can efficiently operate and provide the levels of service they provide.

**Estimated Cost:** The City of Fort Bragg project is estimated to cost **\$12,156,845** to implement. The capital expenses are defined as: 1) detailed engineering, 2) last-mile distribution system, 2) electronics, 3) fiber to the premise drops, and 4) project management. It is recommended the city (infrastructure owner) build the electronics and last-mile distribution and then have MCN turn up service, while fiber to the home drops can be deployed when request for service activation occurs. The total cost breakdown for 100% of the locations is as follows: last-mile distribution - **\$6,980,475**, electronics and data center equipment preparation - **\$738,123** fiber to the premise drops - **\$4,082,478**, and project management - **\$355,769**.

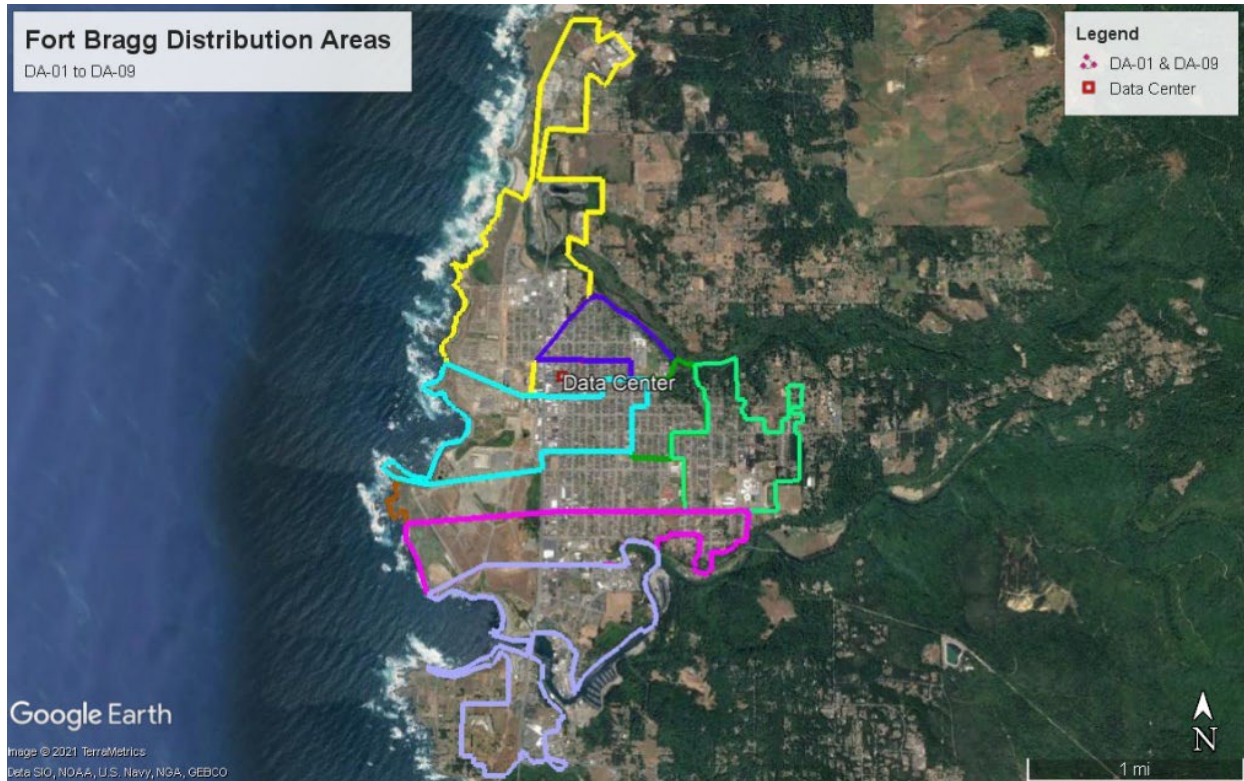
**Deployment Schedule:** The build out schedule is dependent upon a few factors of which some, but not all, are the results from detailed engineering, material availability, construction crew availability, permits, and weather. Expect timing to be determined based upon funding availability from the city. Construction work should follow an “inside-out” strategy, working from downtown area (data center) towards the outlying areas, and based upon construction crew productivity. As segments are completed, crews will focus on “optical fiber cable drops” to the homes, businesses, and anchor institutions. A separate “drops crew” will follow “construction crew” installing drops from distribution cables, and a separate crew provided by MCN completing premise wiring and turning-up service; this service activation process is dependent upon and managed through the service activation process. Due to size of this project, expect to complete electronics/data center, and last-mile distribution system in 20 weeks, while drops will be an ongoing process until all premises are connected. The deployment schedule assumed a start date of June 2022 and a completion date of June 2025 or a total of 36 months from start to finish, including the time to process all necessary permits.

## DESIGN AND BUILD METHODOLOGY

The methodology used by the team was to first gather pertinent information, such as number of residence and business location counts, city limit boundary, street maps, location of main electronics hub (data center), and type of network to be designed (XGS-PON with 32:1 split) for the Outside Plant (OSP) portion. This data was then placed into Google Earth Pro, the design tool used to derive footages. Design engineers then broke the city into manageable and technically feasible parts, titled distribution areas (DA's), see Figure 3.

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

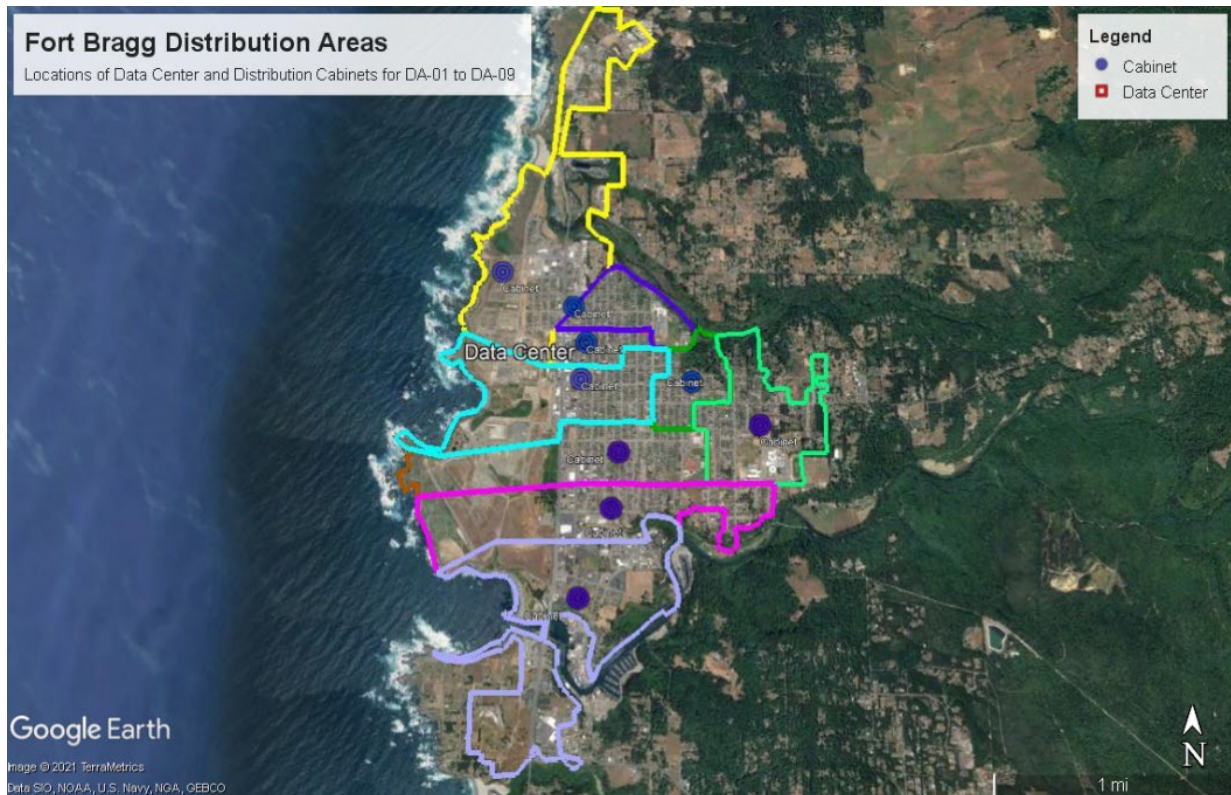
Figure 3 – City of Fort Bragg Distribution Areas



In total nine passive cabinets would be placed in each of the DA's. These nine DA cabinets sized for potential 864 customers each to facilitate future growth, will have a conduit and fiber back to the Data Center, and will house the 32:1 splitter tray's (1 fiber for every 32 customers) that connect individual locations (res/bus). See Figure 4 – Fort Bragg Distribution Areas and Cabinets.

Figure 4 – City of Fort Bragg Distribution Areas and Cabinets

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)



Once the main design criteria were established, the team designed conduit layout down many of the streets/alleys ensuring ability to serve structures from either side of the street, or via the alley. Cable sizes and footages were factored into the design, as were fiber subscriber terminals (FST), splice locations, and tether locations. From FST a drop conduit and fiber were designed to each structure, see Figure 5 - Sample of Fort Bragg Design. This effort completes the optical lighted path from the DC to each structure.

*Figure 5 – City of Fort Bragg Distribution Area Design Sample*





## OSP DESIGN RESULTS

### DESIGN AND DISTRIBUTION AREAS:

The results of the design are listed in the following tables. The design results reveal total number of passive cabinets and their location, footage for conduit and fiber, which include an additional 10% for extra conduit and cable to address the unforeseen and provide fiber cable slack needed for restoration in the event of cable cuts. If a cable is severed, normally through heavy equipment damage, the slack loops allow technicians to pull slack from splice points and then re-splice cable. Additionally, the design included a list of known passive materials such as, passive cabinets, splice enclosures, hand-holes, splitters, fiber service terminals, drop wire and termination. In total the design identified 157,671.80 feet serving 2,654 structures. The structures include multi-business locations as well as Multi-Dwelling Units. Note the difference

**FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)**

between total address locations (potential customer counts) and structures (2,654) is a result of multiple service address at a single address. Once detailed engineering is completed expect to see a more accurate count of footage and material required. For the purpose of this high-level design the amounts should be considered as very accurate for this early phase of the project. See Table 1 – Distribution Areas and Cabinet Sizing and Location.

*Table 1 – Distribution Area and Cabinet Sizing, and Location Per DA*

<b>Distribution Area and Cabinet Sizing and Location Per DA</b>		
<b>Distribution Area Design</b>	<b>Passings</b>	<b>Cabinet Location (V&amp;H Coordinants)</b>
DA-01	299	39.451748, -123.805705
DA-02	240	39.445609, -123.803831
DA-03	223	39.448146, -123.805130
DA-04	375	39.443062, -123.804286
DA-05	257	39.442897, -123.794394
DA-06	380	39.438152, -123.800944
DA-07	359	39.439956, -123.788732
DA-08	342	39.434479, -123.801572
DA-09	179	39.428814, -123.804295
<b>Totals</b>	<b>2,654</b>	

**CONDUIT FOOTAGE:**

City of Fort Bragg conduit footage includes the lengths required to place the base infrastructure which includes conduit down streets and alleys, as well as crossings necessary to jump from one side of the street to the other. In total, conduit necessary to complete the design is 157,671.80 feet. The design calls for two 2.5-inch conduits for base infrastructure completion of this project, and a third 2.5-inch conduit for future unknown needs. The unknown needs could be for city needs, as well as wholesale revenue opportunities in the event of regulatory changes requiring city to open its network to other providers, this should be considered as a future revenue stream, but not contemplated in this model. Placing additional conduit provides for the city to preserve surface streets by avoiding disruption to street infrastructure at a later date. See Table 2 – City of Fort Bragg Conduit Footage.

*See Table 2 – City of Fort Bragg Conduit Footage*

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

<b>City of Fort Bragg Conduit Footage</b>						
AREA	PARCEL	CENTERLINE	CROSSING	Total Route Footage	% Adjustment for Vertical Drill & Excess	Overall Estimated Fiber Route Footage
DA 01	299	18,498	1,595	20,093	10%	22,102.30
DA 02	240	6,929	869	7,798	10%	8,577.80
DA 03	223	12,185	1,694	13,879	10%	15,266.90
DA 04	375	10,998	1,808	12,806	10%	14,086.60
DA 05	257	10,224	878	11,102	10%	12,212.20
DA 06	380	15,797	1,094	16,891	10%	18,580.10
DA 07	359	20,209	1,102	21,311	10%	23,442.10
DA 08	342	19,654	884	20,538	10%	22,591.80
DA 09	179	18,136	784	18,920	10%	20,812.00
<b>Total</b>	<b>2,654</b>	<b>132,630</b>	<b>10,708</b>	<b>143,338</b>		<b>157,671.80</b>

### PASSIVE MATERIALS:

During the placement of conduit there is five different types of passive material placed that complete the infrastructure, they are: 1) Passive Cabinets, 2) Main Service Terminals/Fiber Service Terminals, 3) Hand-Holes, 4) Splice Cases, and 5) Tethers. Hand-Holes are used to connect each structure (home or business location) with the main conduit/fiber infrastructure, typically from 1-4 connections per Hand-Hole. A Tether is the section of cable that do not having physical splice. See Table 3 – City of Fort Bragg Passive Material and Counts.

*Table 3 – City of Fort Bragg Passive Material and Counts*

<b>City of Fort Bragg Passive Materials and Counts</b>						
DA NO.	CABINET LOCATION	PST/CABINET	MST/FST	HH COUNT	SPLICE	TETHER
DA1	39.451748, -123.805705	864 CABINET	74	123	6	4
DA2	39.445609, -123.803831	864 CABINET	49	86	2	6
DA3	39.448146, -123.805130	864 CABINET	80	144	5	8
DA4	39.443062, -123.804286	864 CABINET	86	176	4	9
DA5	39.442897, -123.794394	864 CABINET	86	147	2	10
DA6	39.438152, -123.800944	864 CABINET	115	217	4	10
DA7	39.439956, -123.788732	864 CABINET	115	203	7	13
DA8	39.434479, -123.801572	864 CABINET	90	173	4	7
DA9	39.428814, -123.804295	864 CABINET	35	79	4	7
		<b>Totals</b>	<b>730</b>	<b>1348</b>	<b>38</b>	<b>74</b>

**FIBER SIZES:**

Once conduit and other passive material is installed, fiber will be pulled into conduit. There are seven different sizes of cable ranging from 24 fiber count to 432 fiber count totaling 157,671.80 feet. All fiber is loose tube, cut to size. As with conduit, the fiber has a 10% increase to facilitate the unforeseen and provide for slack loops for future growth and maintenance issues. See Table 4 – City of Fort Bragg Fiber Size and Length.

*Table 4 – City of Fort Bragg Fiber Size and Length*

<b>City of Fort Bragg Fiber Size and Length</b>			
<b>Fiber Cable Size</b>	<b>Fiber Cable Footage</b>	<b>% Adjustment for Slack</b>	<b>Overall Estimated Fiber Route Footage</b>
24 Fiber	38,937	10%	42,830.70
48 Fiber	19,795	10%	21,774.50
72 Fiber	28,050	10%	30,855.00
144 Fiber	23,373	10%	25,710.30
216 Fiber	20,171	10%	22,188.10
288 Fiber	10,406	10%	11,446.60
432 Fiber	2,606	10%	2,866.60
<b>Total Ft.</b>	<b>143,338</b>		<b>157,671.80</b>

The total estimate for the outside plant infrastructure, which includes detailed engineering labor, construction material, and construction labor cost totals \$6,980,474.53; \$44.27 per foot/\$2630.17 per 2654 passing’s. The breakdown of labor and material cost is depicted in Table 5 - Outside Plant Infrastructure Estimate below.

*Table 5 Outside Plant Infrastructure estimate*



## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

Fort Bragg Last-Mile FTTH Network Design-Build Cost Estimate	OSP Network Engineering Labor Cost	OSP Network Construction Material Cost	OSP Network Construction Labor Cost	Overall OSP FTTP Network Engineering & Construction Cost
<b>Total</b>	\$ 260,158.47	\$1,087,892.22	\$ 5,632,424.84	<b>\$ 6,980,475.53</b>
<b>Avg Cost / Foot</b>	1.65	\$ 6.90	\$ 35.72	<b>\$ 44.27</b>
<b>Avg Cost / Passing</b>	\$ 98.03	\$ 409.91	\$ 2,122.24	<b>\$ 2,630.17</b>

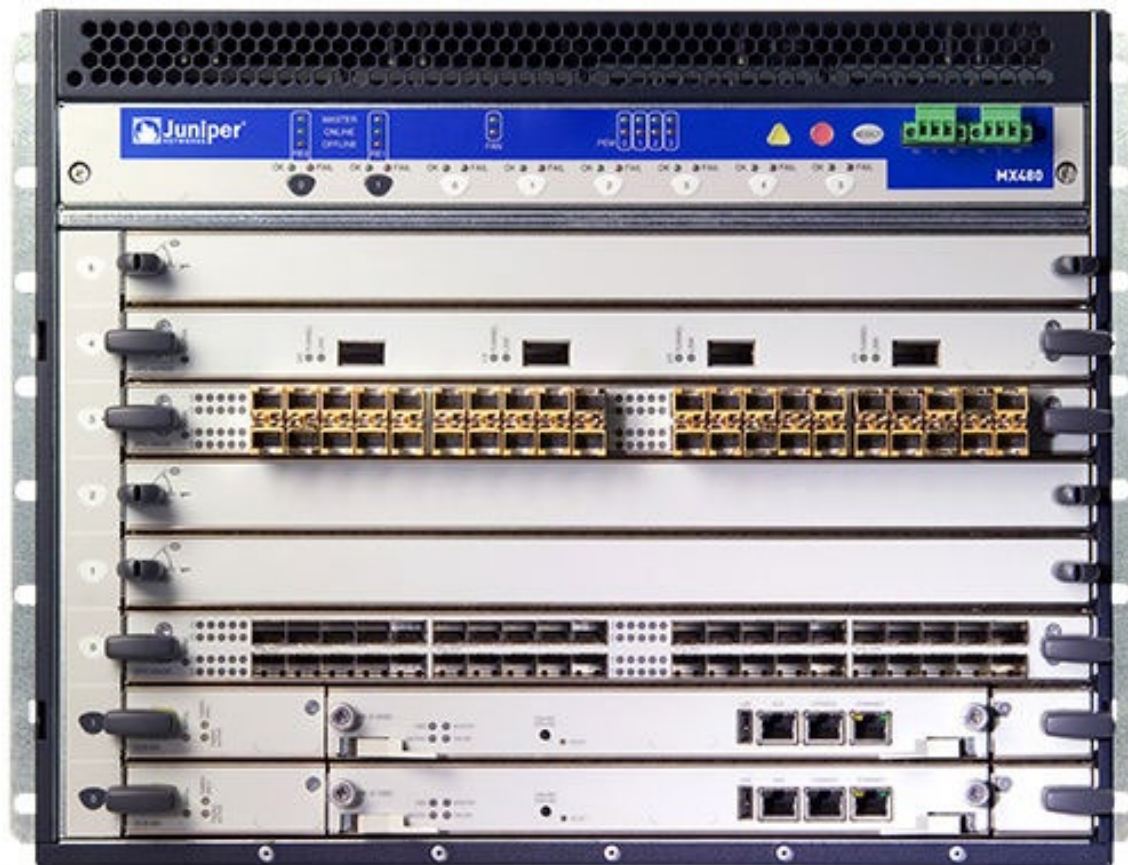
## ELECTRONICS DESIGN

The electronics design incorporates three functions: 1) Core Routing, 2) Optical Line Termination (OLT), and 3) Optical Network Termination (ONT). Each of these functions provide the lighted path from the end-user to the Internet.

## CORE ROUTING:

For this design, the team has specified Juniper core electronics equipment. Juniper has a several product lines and is a leader in core electronics space within the industry. The function of the core router is to take the aggregated signal from the OLT, provide IP addresses, and broadband gateway protocol (BGP), which allows for signals to be divided to one or more backhaul providers. Typically, BGP used to separate traffic to save backhaul by peering with Netflix, Amazon, Google. MCN has many years of experience using this product line has they currently use in their network and have approved the use of Juniper. See figure 6 for a view of the Juniper equipment.

*Figure 6 – Juniper Router*



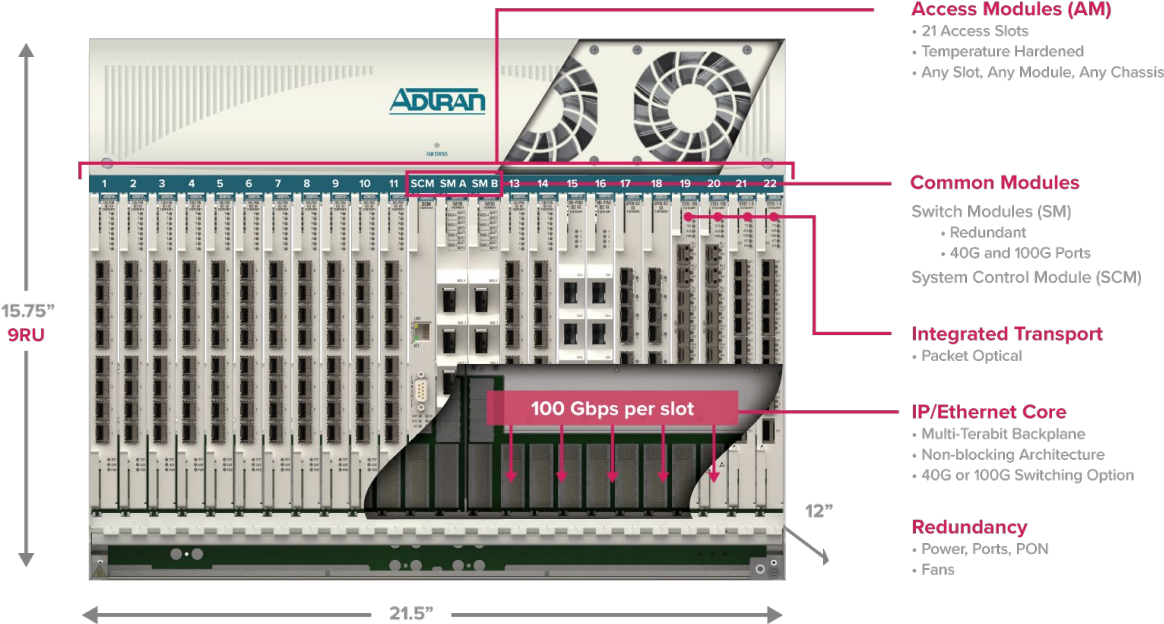
## OPTICAL LINE TERMINATION:

The team has specified ADTRAN TA-5000 equipment as the provider for Optical Line Termination (OLT). The OLT is the electronics that serve end-user by providing light from Data Center through the fiber to the end-user location. The OLT provides the light at a 32:1 split ratio at up to 10Gbps speed per customer. The OLT also provides the service activation and port assignment for customer records and information systems. MCN has many years of experience

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

using this product line has they currently use in their network and have approved the use of ADTRAN. See Figure 7 for ADTRAN TA-5000 Equipment.

Figure 7 – ADTRAN TA-5000 Equipment



## OPTICAL NETWORK TERMINATION:

The team has specified ADTRAN ONT's to be used at the end-user location. These devices turn the light received from the OLT into electrical signals to be used in the home. The ONT's come in various types/styles and will be decided during detail engineering and negotiations with MCN. MCN will have responsibility to install the ONT during end-user installation. Some ONT's come equipped with built in residential gateway functionality, which provides Wi-Fi 6, the latest in-home wireless specification.

Included below are both the indoor and outdoor versions of the ADTRAN ONT's and Residential Gateway's for Wi-Fi 6 throughout the home/business. See Figure 8 – Optical Network Terminal devices

*Figure 8 – Optical Network Terminals*



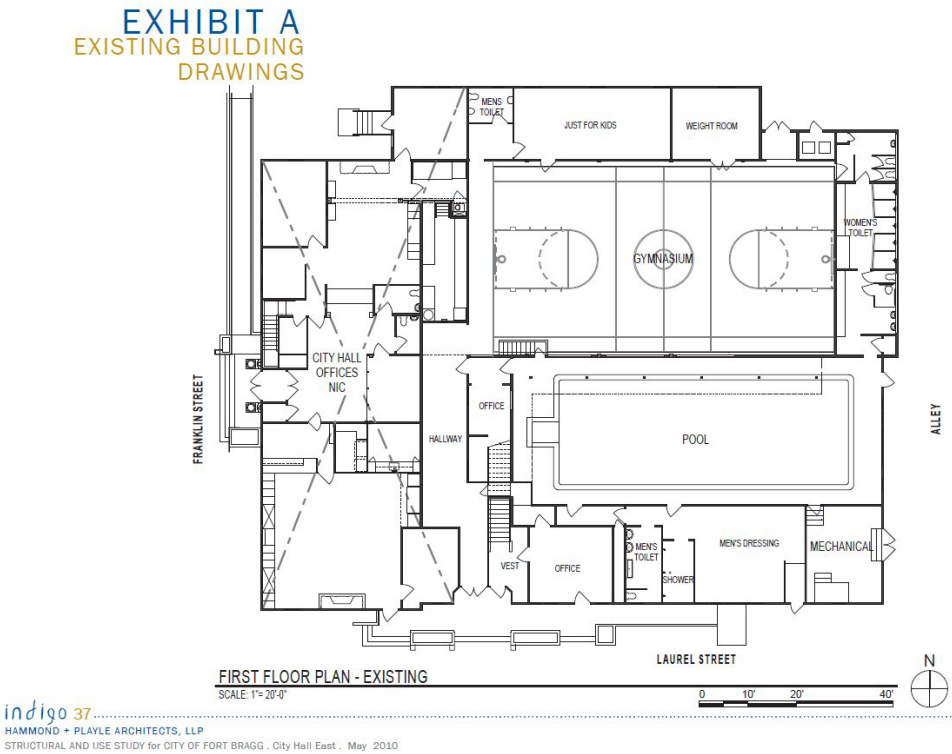
### DATA CENTER:

The data center will require remodeling to support the electronics equipment that provide the Internet service. The location contemplated is at 416 N. Franklin St. in the current women's restroom area. Remodeling will consist of removal of all plumbing, and restroom stalls. Once removed it is recommended this location be designed for level 4 earthquake bracing, which will include 2x6 boards anchored to the walls, with data center ironwork and equipment relay racks installed and adequately anchored to the floor. A 4-ohm or less ground bar will need to be connected to the building master ground bar (may already exist), and fire suppression equipment (not water sprinklers) will be installed. Lastly, there will be a need to install several conduit entrance paths to facilitate outside fiber cables, both distribution and backhaul

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

conduits. An electrical panel with breakers will be placed in the equipment room for A/C distribution. The existing backup generator is more than sufficient to provide power, it is recommended a transfer switch between main A/C and electronics power supply be installed. For the purpose of this study, we have estimated \$100,000.00 for the cost to remodel and prepare the data center for electronics and supporting equipment. Actual cost for the data center to be determined following detailed project engineering. See Figure 9 for proposed data center location at 416 Franklin Street.

*Figure 9 – Data Center Locations*



The total estimate for the core network, optical electronics, and data center totals \$738,122.57; The average cost per foot is \$6.54, \$257.73 per 4000 subs, and is depicted in Table 6 -Core Network, Optical Electronics, and Data Center Prep Estimate below.

*Table 6 - Core Network, Optical Electronics, and Data Center Prep Estimate*

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

<b>Fort Bragg Core Router Network, Data Center Prep, and OLT XGS-PON Network Design-Build Cost Estimate</b>	<b>ISP Juniper Core Router</b>	<b>ISP Data Center Prep</b>	<b>ISP OLT XGS-PON Ports &amp; Lasers</b>	<b>Overall ISP Core Router Network, Data Center Prep, and OLT XGS-PON Design-Build Estimate</b>
<b>Total</b>	\$ 457,806.40	\$ 280,316.17	\$ 292,797.99	<b>\$ 1,030,920.56</b>
<b>Avg Cost / Foot</b>	\$ 2.90	\$ 1.78	\$ 1.86	<b>\$ 6.54</b>
<b>Avg Cost / Passing</b>	\$ 114.45	\$ 70.08	\$ 73.20	<b>\$ 257.73</b>

### SUBSCRIBER ACQUISITION (DROPS AND CPE EQUIPMENT):

Material and labor costs for placement of double ended connectorized drop from MST port in Pedestal/Flower Pot to CPE Network Interface Drop (NID) via underground placement at depth greater than or equal to 12 inches and install through up to 4ft outdoor conduit to outdoor ONT (Outdoor Network Termination); conduit is used to protect fiber from yard tools. Drop includes 2 ft slack coil at each end, restoration of route path to at least previous condition. Includes up to 50ft placement under driveway, sidewalk, or other landscaping, concrete or asphalt surfaces. The total estimate for subscriber acquisition is \$3,789,680; \$24 per foot/\$947.42 per 4000 subs. See Table 7 -Subscriber Acquisition Cost Estimate.

**FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)**

*Table 7\_- Subscriber Acquisition Cost Estimate*

<b>Fort Bragg Subscriber Acquisition Cost Estimate</b>	<b>Subscriber Acquisition Material Cost (Drop &amp; CPE)</b>	<b>Subscriber Acquisition Labor Cost (Drop &amp; CPE)</b>	<b>Overall Subscriber Acquisition (Drop and CPE) Overall Cost</b>
<b>Total</b>	2,309,680	\$ 1,480,000.00	<b>\$ 3,789,680.00</b>
<b>Avg Cost / Foot</b>	\$ 14.65	\$ 9.39	<b>\$ 24.04</b>
<b>Avg Cost / Passing</b>	\$ 577.42	\$ 370.00	<b>\$ 947.42</b>

**PROJECT MANAGEMENT:**

A project of this size will require a project management office (PMO) to manage the undertaking. With that said, the city may have the existing resources to manage this project; extending the existing resources would be to your advantage as the people and processes exist, it is just a matter of adding workload to your city team. For the purpose of this analysis, we are including the cost of a separate PMO entity. The roles within this entity are project managers, construction inspectors, and accounting; typically, there is a legal component to this project, but we are assuming all contracts involved would be administered by current city staff.

Assumptions - PM hired full-time for 3years; Inspectors and Accountants employees stay until completion of base infrastructure, 25 weeks estimated. Have extended 5 additional weeks to close-out initial base infrastructure paperwork, completion of drawings, and recording of



# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

assets. At completion of base infrastructure, assumption is city can take over the day-to-day operation of overseeing drop and ONT installs (5.5 per day). The dollars for installs are in capital budget; as an option, you can pay MCN for this work, hire new city staff, or leverage existing staff. Would recommend city consider hiring the PM as a fulltime employee during the construction and to manage the MCN service provider contract; PM would be MCN's single point of contact within the city. See Table 8 - PMP Office.

*Table 8 - PMO Office*

PMO Office	Annual Salary	Hourly Rate	Weekly rate	Year 1 (25 weeks)	Year 2 (50 weeks)	Year 3 (50 weeks)	Total
Project Manager	\$ 100,000.00	\$ 48.08	\$ 1,923.08	\$ 48,076.92	\$ 96,153.85	\$ 96,153.85	\$ 240,384.62
Inspector 1	\$ 90,000.00	\$ 43.27	\$ 1,730.77	\$ 43,269.23			\$ 43,269.23
Inspector 2	\$ 90,000.00	\$ 43.27	\$ 1,730.77	\$ 43,269.23			\$ 43,269.23
Accounting	\$ 60,000.00	\$ 28.85	\$ 1,153.85	\$ 28,846.15			\$ 28,846.15
	<b>\$ 340,000.00</b>			<b>\$ 163,461.54</b>	<b>\$ 96,153.85</b>	<b>\$ 96,153.85</b>	<b>\$ 355,769.23</b>

**Total Fort Bragg Design and Build Estimate:**

The total costs for the entire network infrastructure at 100% take rate (full utility model) which includes all three components for underground fiber/conduit and passive materials, Data Center prep, Core electronics, XGS-PON Optical Line Termination, Drops, and ONT is listed in Table 9.

*Table 9 – Total Network Cost*



## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

Fort Bragg Last-Mile FTTH Network Design-Build Estimated Cost	Overall OSP FTTP Network Engineering & Construction Estimated Cost	Overall ISP Core Router Network, Data Center Prep, and OLT XGS-PON Design-Build Estimated Cost	Overall Subscriber Acquisition (Drop and CPE) Overall Estimated Cost	Project Management Office (PMO) Estimated Cost	Overall Total Network Estimated Cost
<b>Total</b>	<b>\$ 6,980,475.53</b>	<b>\$ 1,030,920.56</b>	<b>\$ 3,789,680.00</b>	<b>\$ 355,769.23</b>	<b>\$12,156,845.32</b>
<b>Avg Cost / Foot</b>	<b>\$ 44.27</b>	<b>\$ 6.54</b>	<b>\$ 24.04</b>	<b>\$ 2.26</b>	<b>\$ 77.10</b>
<b>Avg Cost / Passing</b>	<b>\$ 2,630.17</b>	<b>\$ 257.73</b>	<b>\$ 947.42</b>	<b>\$ 88.94</b>	<b>\$ 3,039.21</b>

Table 10 below shows the annual spend for 100% take rate and includes FTTP infrastructure, electronics and data center, and drops/CPE. This would be the entire amount at 100% of city build.

*Table 10 – 3 Year Estimated Cost at 100% Take Rate*

Overall Total Network Cost	Overall Total Year 1 Estimated Costs	Overall Total Year 2 Estimated Costs	Overall Total Year 3 Estimated Costs
<b>\$12,156,845.32</b>	<b>\$ 9,630,391.98</b>	<b>\$ 1,263,226.67</b>	<b>\$1,263,226.67</b>
<b>\$ 77.10</b>			
<b>\$ 3,039.21</b>			

## CONSTRUCTION SCHEDULE

The construction schedule at this juncture should remain open until a final decision has been made as well as how much annually the city decides to spend on the infrastructure. For example, if the city wants to delay build over several years the schedule would be extended.

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

For the purpose of providing a timeline to the city on the amount of time it will take to build the base infrastructure, this study indicates 20 weeks using a two-crew approach; this approach is standard for most contractors. The timeline is based upon the number of available workdays in a week, number of crews, and the production footage per day in terms of feet of conduit/cable placed (800 ft.).

Other factors that impact the schedule are weather conditions, traffic control, material and labor availability. As a note to consider, under current economic conditions, material and labor are a concern, as is the amount of grant monies the current state and federal leaders are considering is enormous. Additionally, material and labor shortages are impacting telecommunications industry as a result of the pandemic and the mount of projects around the country. The recommendation is for the city to decide and then get into material/labor ques as soon as possible. The industry faced this challenge back in 2010 during the ARRA Projects, but quickly increased factory output and ended up being managed with slight project delays. See Table 10 – Construction Schedule (estimated).

*Table 10 – Construction Schedule (estimated)*

<b>OSP Construction Schedule (estimated)</b>				
<b>Allowed Workdays Per Week</b>	<b>UG Production Per Crew Per Week</b>	<b>Qty of UG Crews</b>	<b>Overall Weekly UG Production</b>	<b>Estimated Construction Weeks</b>
<b>5</b>	<b>800</b>	<b>2</b>	<b>8000</b>	<b>20</b>

## NETWORK OPERATOR/SERVICE PROVIDER DEFINED

MCN is being considered for the role of service provider. MCN has a long relationship with the City of Fort Bragg and surrounding areas. The Mendocino Community Network (MCN) is a business owned and operated by the Mendocino Unified School District. MCN mission is to provide high-quality Internet services to the school district, customers, and the communities they serve. MCN has been providing internet in the community for over 25 years. In the early

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

days MCN provided dialup to over 8000 customers in Mendocino County and across the country. Currently MCN offers DSL internet and POTS (plain old telephone service) service to over 1000 customers in Fort Bragg as well as Fixed Wireless and VOIP telephone services. MCN registers and hosts over 1000 domains, websites and more than 4000 email accounts. MCN currently has eight full time employees and one part time employee.

MCN was created from the school district to provide much needed Internet service to students. Since its beginning, MCN has significantly expanded service locations, and offers a wide range of services beyond basic Internet connectivity. MCN offers affordable speed and pricing tiers for Internet, and voice services.

During this analysis MCN, specifically Sage Stathe, who we consider fully qualified, was asked to participate with providing background information necessary to determine if they are a valuable resource to facilitate City digital infrastructure plan and rollout. Below is a list of inputs received from MCN:

- **Ability to scale resources** – MCN expects some incremental increases and will depend on the take rate, and speed of construction.
- **Detailed plan on service activation and service assurance functions** – MCN currently offers regular tech support during 9AM-6PM Monday through Friday. They have a technician on call 24-7 that can start trouble tickets, trouble shoot Internet and voice issues, and forward calls to secondary technical teams as needed. MCN an internal tracking system for monitoring orders, trouble tickets and dispatches. The Manager and Insider Operations Manager handle sales and marketing (technicians in the field are salespeople by association). MCN promotes via radio, newspaper, social media, MTA Bus Ad, Our website, and MCN Email Mailing List.
- **Backhaul** – MCN currently provides backhaul services to their existing customer, have plenty of experience to provide backhaul to city network.
- **Outside Plant Design (OSP) and Electronics Equipment** – MCN has agreed to the design criteria of a 32:1 fiber split, as well as using Juniper Routers with dual 40 Gbps uplinks, and ADTRAN T5000 Optical Line Terminal product configured with XGSPON (10 Gbps).
- **Data Center Location** - MCN has agreed to all electronic equipment to be located at city office at 416 N. Franklin St. MCN will require complete access to the network equipment provided by the city in order to serve customers.
- **IP Addresses** – MCN has a /32 of IPv6, more than sufficient for this project. MCN currently has a /20 IPv4 addresses and have adequate addresses to provide Network Address Translation (NAT) of public IP's and static IP's addresses for customers who request them

(currently using 86 static IP's in all of Fort Bragg). MCN does not have enough IPv4 to assign a public IP to every home; this would only come into play if we were designing and all active Ethernet network, of which we are not proposing this type of design.

- **MCN Service Offering** - Basic Internet at three speed/price tiers (to be negotiated), Video, and Voice services. MCN confirmed the ADTRAN ONT plus Wi-Fi 6 Wireless Gateway, four ethernet ports, with two Voice ports located at the home/business will support their offerings.
- **Inside Wire** – MCN will facilitate service activation/assurance from the ONT demark on the side of the home and will facilitate all in home/business wiring necessary to make operational. The city will be responsible for OSP fiber maintenance, underground fiber restoration, cable locates, and Data Center maintenance and utilities, of which some of these functions can be provided by MCN.

## PRO-FORMA

The pro-forma will identify three-line items for revenue: 1) Residential Fee, and 2) Commercial Fee, and Large Commercial Fee. As project evolves, there could be other forms of revenue such as MCN providing services to Cell Providers, and WISP's. In addition to the revenue, there will be expense line items for network infrastructure management; costs the city will incur as the network owner. Pro-forma also shows the capex required for the project and is identified into three parts parts: 1) initial infrastructure placement (fiber and electronics), 2) ongoing drop and CPE placement, and 3) electronics refresh in year 8 (electronics require a refresh every eight years). The city will need to decide if they want to deploy a 100% connectivity (utility model) to

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

every premise, or not; for the purpose of this study, we are showing a conservative 60% take rate.

It is up to the city to determine how they fund this network, this can be accomplished with cash, or debt through the use of bonds, available grant funds (state and or federal), or combination of all three. The model shows an example of debt for your analysis. When the city moves forward, debt structure will need to be determined.

### REVENUE ASSUMPTIONS (60% TAKE RATE)

Revenue will be received from MCN who will provide city a per customer, per type of service fee for the use of the infrastructure. The amount of fee is to be agreed upon between city and MCN through negotiations process contemplating infrastructure cost, annual maintenance, and oversight cost. The result must balance both city and MCN's needs. For the city, you will require fee's that provides for an acceptable fee that covers all expenses, and debt at a minimum. MCN needs to be able to sustain their business with some level of profit. For the purpose of this analysis a monthly fee is as follows: 1) Residential \$50.00 for 1 Gbps, Small Commercial \$150.00 for 1 Gbps, and Large Commercial \$230.00 for 5-10 Gbps; all speed and price tiers to be determined between city and MCN.

**Annual revenue at steady state in year-4 is \$2,260,020**

### EXPENSE ASSUMPTIONS (60% TAKE RATE)

The city, as the network owner will have minimal OG's and operating expenses for the day-to-day business. The expenses will be consistent with the level of involvement the city desires. The city can choose to outsource much of the responsibility to MCN or others as desired. At a minimum the recommendation is to leverage existing staff to oversee the business. Since the actual service will be handled by MCN (service Provider), the city should have a broadband liaison to oversee monthly results both in through a service and financial audit process. Additionally, the recommendation is for the city to utilize existing staff and heavy equipment for infrastructure damage restoration.

The model contemplates COG's and Operating Expenses. There are four categories in COG's – 1) Electricity Cost for Data Center, 2) Cable Locates, 3) OSP Maintenance, and 4) Network Owner Broadband Manager. The assumption is to hire Project Manager during the build, while transitioning to the role of Network Owner Broadband Manager following initial build beginning in year four. Operating Expenses consist of two categories – 1) Internet Expense Savings, and 2) Professional Fees.

#### **COGS:**

- 1) Annual Electricity - \$6,000
- 2) Annual Cable Locates - \$7,200
- 3) Annual OSP Maintenance - \$12,000
- 4) Annual Network Owner Broadband Manager - \$120,000

**Annual COG's at steady state in year-5 is \$145,200**

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

### **Operating Expense:**

- 1) Annual Internet Savings – (\$6,000) Note: assumed city Internet/Telephone to be free
- 2) Annual Professional Fee's - \$12,000

**Gross Profit at steady state in year-5 is \$2,174,820**

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

## 10-YEAR INCOME STATEMENT:

CITY of FORT BRAGG							
PRO FORMA INCOME STATEMENTS, ANNUAL							
60% Take Rate Model							
	Y1	Y2	Y3	Y4	Y5	Y10	
<b>Revenue</b>							
Fiber asset fee (speed and price tbd)	225,750	636,300	1,029,600	1,132,200	1,132,200	1,132,200	
Fiber asset fee (bus. speed and price tbd)	451,500	1,067,400	1,101,600	1,101,600	1,101,600	1,101,600	
10 Gbps (Large Businesses/gamers)	20,114	26,220	26,220	26,220	26,220	26,220	
- Static IP	-	-	-	-	-	-	
- Multi-Gig Routing	-	-	-	-	-	-	
- Whole Home Wi-Fi	-	-	-	-	-	-	
- Other	-	-	-	-	-	-	
<b>Total Revenue</b>	<b>697,364</b>	<b>1,729,920</b>	<b>2,157,420</b>	<b>2,260,020</b>	<b>2,260,020</b>	<b>2,260,020</b>	
<b>Cost of Goods Sold</b>							
- Telecommunications Backhaul	-	-	-	-	-	-	
- Net Fabric	-	-	-	-	-	-	
- Alianza VoIP	-	-	-	-	-	-	
- Electricity at 416 Franklin St.	6,000	6,000	6,000	6,000	6,000	6,000	
- Cable Locates	7,200	7,200	7,200	7,200	7,200	7,200	
- OSP Maintenance	12,000	12,000	12,000	12,000	12,000	12,000	
- Customer/Technical Support	-	-	-	-	-	-	
- Installation & Repair Technicians	-	-	-	-	-	-	
- Network Technicians	-	-	-	-	-	-	
Project Manager (first 3 years Capitalized)	-	-	-	60,000	120,000	120,000	
- Technician Vehicle Expense	-	-	-	-	-	-	
- Billing and Back Office Systems	-	-	-	-	-	-	
- Developer or Mineral Rights Fee	-	-	-	-	-	-	
<b>Total Cost of Goods Sold</b>	<b>25,200</b>	<b>25,200</b>	<b>25,200</b>	<b>85,200</b>	<b>145,200</b>	<b>145,200</b>	
<b>Gross Profit</b>	<b>672,164</b>	<b>1,704,720</b>	<b>2,132,220</b>	<b>2,174,820</b>	<b>2,114,820</b>	<b>2,114,820</b>	
<b>Operating Expenses</b>							
- Advertising and Promotion	-	-	-	-	-	-	
- Auto Expenses	-	-	-	-	-	-	
- Rent	-	-	-	-	-	-	
- Telephone	-	-	-	-	-	-	
- Internet (free svc. from MCN)	(72,000)	(72,000)	(72,000)	(72,000)	(72,000)	(72,000)	
- Office Supplies	-	-	-	-	-	-	
- Professional Fees	12,000	12,000	12,000	12,000	12,000	12,000	
- Miscellaneous	-	-	-	-	-	-	
<b>Total Expenses</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	
<b>Operating Profit</b>	<b>732,164</b>	<b>1,764,720</b>	<b>2,192,220</b>	<b>2,234,820</b>	<b>2,174,820</b>	<b>2,174,820</b>	
Interest	294,932	299,418	289,312	274,727	261,807	190,968	
Taxes	-	-	-	-	-	-	
Depreciation and Amortization	694,548	875,008	875,008	875,008	875,008	452,596	
- Subtotal	989,480	1,174,426	1,164,320	1,149,735	1,136,815	643,563	
<b>Pre-tax Profit (Loss)</b>	<b>(257,316)</b>	<b>590,294</b>	<b>1,027,900</b>	<b>1,085,085</b>	<b>1,038,005</b>	<b>1,531,257</b>	
<b>EBITDA</b>	<b>732,164</b>	<b>1,764,720</b>	<b>2,192,220</b>	<b>2,234,820</b>	<b>2,174,820</b>	<b>2,174,820</b>	

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

## 10-YEAR CASH FLOW STATEMENT:

CITY of FORT BRAGG							
PRO FORMA CASH FLOW STATEMENTS, ANNUAL							
60% Take Rate Model							
	Y1	Y2	Y3	Y4	Y5	Y10	
<b>Receipts</b>							
- Collections	697,364	1,729,920	2,157,420	2,260,020	2,260,020	2,260,020	
- Investment	-	-	-	-	-	-	
- Loans	10,000,000	400,000	-	-	-	-	
<b>Total Receipts</b>	<b>10,697,364</b>	<b>2,129,920</b>	<b>2,157,420</b>	<b>2,260,020</b>	<b>2,260,020</b>	<b>2,260,020</b>	
<b>Disbursements</b>							
- Cost of Goods Sold	25,200	25,200	25,200	85,200	145,200	145,200	
- Advertising and Promotion	-	-	-	-	-	-	
- Auto Expenses	-	-	-	-	-	-	
- Rent	-	-	-	-	-	-	
- Telephone	-	-	-	-	-	-	
- Internet (free svc. from MCN)	(66,000)	(72,000)	(72,000)	(72,000)	(72,000)	(72,000)	
- Office Supplies	-	-	-	-	-	-	
- Professional Fees	11,000	12,000	12,000	12,000	12,000	12,000	
- Miscellaneous	-	-	-	-	-	-	
- Franchise Taxes/Other Taxes	-	-	-	-	-	-	
- Interest	294,932	299,418	287,260	274,727	261,807	190,968	
- Principal Repayment	370,585	395,186	407,344	419,877	432,797	503,637	
- Capital Expenditures	9,630,392	1,263,223	-	-	-	-	
- Distributions	-	-	-	-	-	-	
- Working Capital	-	-	-	-	-	-	
<b>Total Disbursements</b>	<b>10,266,109</b>	<b>1,923,027</b>	<b>659,804</b>	<b>719,804</b>	<b>779,804</b>	<b>779,804</b>	
<b>Net Cash Flow</b>	<b>431,254</b>	<b>206,893</b>	<b>1,497,616</b>	<b>1,540,216</b>	<b>1,480,216</b>	<b>1,480,216</b>	
Beginning Balance	-	431,254	638,148	2,135,763	3,675,979	10,476,574	
Ending Balance	<b>431,254</b>	<b>638,148</b>	<b>2,135,763</b>	<b>3,675,979</b>	<b>5,156,195</b>	<b>11,956,790</b>	



# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

## 10-YEAR BALANCE SHEET STATEMENT

CITY of FORT BRAGG							
PRO FORMA BALANCE SHEET STATEMENTS, ANNUAL							
60% Take Rate Model							
	Y1	Y2	Y3	Y4	Y5	Y10	
<b>Current Assets</b>							
- Cash	431,254	638,148	2,135,763	3,675,979	5,156,195	11,956,790	
- Accounts Receivable	-	-	-	-	-	-	
- Prepays	-	-	-	-	-	-	
- Other Current Assets	-	-	-	-	-	-	
<b>Total Current Assets</b>	<b>431,254</b>	<b>638,148</b>	<b>2,135,763</b>	<b>3,675,979</b>	<b>5,156,195</b>	<b>11,956,790</b>	
<b>Fixed Assets</b>							
- Capital Equipment	9,630,392	10,893,615	10,893,615	10,893,615	10,893,615	11,494,099	
- Accumulated Depreciation	(694,548)	(1,569,555)	(2,444,563)	(3,319,571)	(4,194,579)	(7,482,843)	
<b>Total Fixed Assets</b>	<b>8,935,844</b>	<b>9,324,059</b>	<b>8,449,051</b>	<b>7,574,043</b>	<b>6,699,035</b>	<b>4,011,256</b>	
<b>Total Assets</b>	<b>9,367,099</b>	<b>9,962,207</b>	<b>10,584,815</b>	<b>11,250,022</b>	<b>11,855,230</b>	<b>15,968,046</b>	
<b>Current Liabilities</b>							
- Accounts Payable	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
- Line of Credit	-	-	-	-	-	-	
- Other Current Liabilities	-	-	-	-	-	-	
<b>Total Current Liabilities</b>	<b>(5,000)</b>	<b>(5,000)</b>	<b>(5,000)</b>	<b>(5,000)</b>	<b>(5,000)</b>	<b>(5,000)</b>	
<b>Long-Term Liabilities</b>							
- Loans Payable	9,629,415	9,634,228	9,226,884	8,807,007	8,374,210	6,002,015	
<b>Total Long-Term Liabilities</b>	<b>9,629,415</b>	<b>9,634,228</b>	<b>9,226,884</b>	<b>8,807,007</b>	<b>8,374,210</b>	<b>6,002,015</b>	
<b>Total Liabilities</b>	<b>9,624,415</b>	<b>9,629,228</b>	<b>9,221,884</b>	<b>8,802,007</b>	<b>8,369,210</b>	<b>5,997,015</b>	
<b>Equity</b>							
- Paid-In Capital	-	-	-	-	-	-	
- Distributions	-	-	-	-	-	-	
- Retained Earnings	(257,316)	332,978	1,362,930	2,448,015	3,486,020	9,971,031	
<b>Total Equity</b>	<b>(257,316)</b>	<b>332,978</b>	<b>1,362,930</b>	<b>2,448,015</b>	<b>3,486,020</b>	<b>9,971,031</b>	
<b>Liabilities + Equity</b>	<b>9,367,099</b>	<b>9,962,207</b>	<b>10,584,815</b>	<b>11,250,022</b>	<b>11,855,230</b>	<b>15,968,046</b>	

## FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

Thank you for the support and assistance we have received from individuals and entities across Fort Bragg in developing this project to further implement ***City of Fort Bragg Digital Infrastructure Plan: 2021-2025.***

## APPENDIX

### RECOMMENDED VENDORS TO USE FOLLOWING DECISION TO PROCEED:

Walker & Associates for electronics equipment, OSP material, data center Prep. Using a single vendor that supports the entire infrastructure is vital, if not you will have to establish vendor relationships with many different material providers.

ADTRAN is available through Walker & Associates, but suggest you establish a direct relationship so you can stay current on technologies, equipment hardware and software releases.; Walker & Associates will arrange for this automatically.

PalniES provided the OSP design and recommend you use them for the detailed design as this will save OSP detailed engineering charges as PalniES already has most of the design data. PalniES is a full service OSP design and engineering company capable of taking your project from cradle to grave.

### FUTURE TECHNOLOGIES

There are several new technologies available now to allow you to better serve Fort Bragg; this study provides the estimated cost of the infrastructure to place underground fiber and electronics throughout the city. When and if you progress with this project, I encourage you to look at some of these technologies in your initial deployment; they include the following:

New light pole technologies that allow for multiple uses, such as 5G/LTE, security cameras, digital signage, and several sensors (air quality, motion, soil)

Electrical vehicle charging stations will most likely be required by government between now and 2035 per mandates. Vehicle charging stations offer more than just a battery recharge, they are now SMART devices that enable credit card usage, marketing signage boards, wayfinding maps, and more.

Public Wi-Fi is another technology you should consider at all public gathering points (parks, sports fields, beaches, marinas). There are several manufactures for public Wi-Fi equipment but recommend Juniper Mist product for it low cost, and ease of operation.

Venue Applications allows for the city or Chamber to better represent their members. A typical venue app is great for tourism as app allows for wayfinding, on-line access to stores and restaurants, purchase theater tickets, and more.

Digital signage or smart boards are the latest in technology for historical downtown areas, parks, hiking trails, etc.... these digital signage boards not only provide vital information, but also serve as a revenue stream by selling marketing and marketing data collected from the

public. Typical digital signage boards are QR Code driven, meaning users can scan the board and take whatever information they obtained with them as they tour the area.

### RESPONSIBILITY MATRIX

The following responsibility matrix provides an example of how the city and MCN identify functions necessary to own and operate the network. As the project progresses, this matrix can provide the roadmap for negotiations between parties, which ultimately can be used in contractual agreements between city and MCN.

# FORT BRAGG DIGITAL INFRASTRUCTURE PLAN 2021-2025 (FTTP PROJECT)

<b>Responsibility Matrix</b>			
	P = Primary	S = Secondary	X = Sole responsibility
	City	MCN	Notes:
<b>Customer Care Center (Public Office)</b>			
Hire GM	-	X	City should participate
Hire support staff	-	X	
Service offering packages	S	P	City should participate to ensure constituents are satisfied politically
Process Flows	S	P	City should participate as some issues could involve infrastructure
Terms and Conditions Agreement for service	S	P	City should participate to ensure constituents are satisfied politically
Managing Deposits		X	
Billing intervals/mailling, messaging on bills		X	
Daily cash drawers		X	
Office Space		X	City should participate
Building Access/Alarms		X	
Dispatch	S	P	City to have a role for major infrastructure repair
Order Intervals - Scheduling	S	P	City may have a role for service activation/assurance
Bank accounts		X	
Deposits		X	
<b>OSP Operations</b>			
Service Installation	-	X	
Hiring Staff	-	X	
Vehicles	-	X	
Tool Tracking/Management system	S	P	City will purchase a fiber records management system, MCN to keep current
Technician cell phones, laptops, HH devices	-	X	
Fiber Splicing tools (Fusion Splicer, Cleaver, OTDR, Power Meter)	-	X	City may hire MCN to manage all splicing needs
Inventory Tracking Process	-	X	May involve city, discuss with MCN/ City; city should have limited cable/material on hand
Technician Training	-	X	
Technician time reporting	-	X	
Plant maintenance	P	S	This is all infrastructure related
Plant records keeping	-	-	need to discuss how to keep fiber strand inventory
Safety program for OSP/Construction	X	X	A high priority for both parties as they will jointly restore infrastructure
Technician time reporting	S	P	City to follow current processes
After hours technical support for OSP		X	
After hours call out process	S	P	City to be in loop in the event infrastructure is damaged
Cut UG cable construction support	P	S	City to use heavy equipment to expose damaged cable, MCN to restore service (splicing)
Underground Service Alert	P	S	City could hire MCN for this function
Test and turn-up	-	X	
QA Acceptance	-	X	
Records Retention	S	P	Line extension related, need to discuss
Circuit Assignment	-	X	
Provisioning	-	X	
Change Order Requests Process	S	P	May involve city, discuss with MCN/ City
Change Order Scope/Pricing	S	P	May involve city, discuss with MCN/ City
Change Order Approval	P	S	May involve city, discuss with MCN/ City
Facilities Moves (Road moves/widening, pole moves, pole replacements)	S	P	May involve city, discuss with MCN/ City
Service reporting	-	X	May involve city, discuss with MCN/ City
<b>Network Operations</b>			
<b>Network Assurance</b>			
Network Monitoring	-	X	
Capacity Management (Backhaul)	-	X	
Fault Isolation	S	P	
SLA Performance Tracking/Reporting	S	P	
Network Dispatch	-	X	
Network Repair (including the network side of the ONT)	-	X	Non Infrastructure related
<b>Service Assurance (Customer)</b>			
Service Monitoring	-	X	
Capacity Management for downstream Internet Connections	-	X	
Network Fault Isolation	-	X	
SLA Performance Tracking/Reporting	-	X	
Service Dispatch	-	X	
Service Repair	-	X	
End-user Repair (Home/MDU/Commercial)	-	X	
Tier 1 Help Desk/ Call center	-	X	
<b>Network Activation</b>			
Network Service Orders	-	X	
TAC Center	-	X	
Tier 2 Help Desk (Network Device Management)	-	X	
<b>Infrastructure Management</b>			
Utility Joint Pole Attachments	X		Should be all Underground; however, there may be line extensions, need to discuss
Cable Locating Association Admin	P	S	City may already be involved in utility locates and should be responsible for infrastructure
Outside Plant Break / fix	P	S	
Break / fix splicing	P	S	MCN could be hired for splicing since they already have capabilities
Fixed Wireless Tower Attachments	P	S	Need to discuss
<b>Data Center</b>			
Access Control	P	S	Need to discuss
Monitoring and Managing Environmentals	P	S	
Managed Security (Antivirus, Vulnerability Scans)	P	S	
<b>*****Each item to be thoroughly discussed, agreed upon, then memorialized into a service agreement between the City and MCN*****</b>			

**RESOLUTION NO. \_\_\_\_-2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH  
PALNI, INC FOR ENGINEERING AND DESIGN SERVICES  
RELATED TO MUNICIPAL BROADBAND INFRASTRUCTURE,  
TECHNICAL ASSISTANCE AND ASSOCIATED PROJECT MANAGEMENT,  
APPROVING BUDGET AMENDMENT 2022-18 AND AUTHORIZING CITY  
MANAGER TO EXECUTE CONTRACT  
(AMOUNT NOT TO EXCEED \$335,800.00; ACCOUNT NO. 426-4875-0310).**

**WHEREAS**, the City has been awarded \$479,529.00 in grant funding from the California Public Utilities Commission (CPUC) through the Local Agency Technical Assistance (LATA) grant program; and

**WHEREAS**, the City requested these grant funds to complete pre-construction planning work associated with deployment of a municipal broadband utility serving residents, businesses, and visitors of the City of Fort Bragg; and

**WHEREAS**, the City circulated a Request for Proposals from qualified firms interested in contracting with the City to assist with this project; and

**WHEREAS**, on December 15, 2022, the City timely received two proposals from qualified firms; and

**WHEREAS**, Palni, Inc. was selected as the most suitable firm to assist the City and a Professional Services Agreement (“Contract”) between the City and Palni, Inc. should be entered into, including the scope of work as Exhibit A to the Contract; and

**WHEREAS**, per the Fort Bragg Municipal Code Section 3.20.040, decisions to award contracts in an amount greater than \$25,000 shall be made by Council resolution; and

**WHEREAS**, based on all evidence presented the City Council finds as follows:

1. Palni, Inc. proposal meets the requirements of the City’s request for proposals.
2. Palni, Inc. has the expertise necessary to complete the proposed activities.
3. LATA grant program funding will cover all costs associated with proposed contract.
4. The adjustments to the FY 2022-23 budget have been identified, as shown in Attachment 4.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby approve a Professional Services Agreement with Palni, Inc. for engineering and design services, as well as associated project management related to planning efforts to deploy a municipal broadband utility, amend the previously adopted FY 2022-23 Budget to incorporate the changes enumerated in Attachment 4, Budget Amendment 2022-18 and authorizes the City Manager to execute contract (amount not to exceed \$335,800.00; Account No. 426-4875-0310).

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of**

the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of April 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, MMC**  
City Clerk

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH PALNI, INC**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of April, 2023 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and PALNI, INC., an Illinois company, 109 S Rosedale Road, Suite 201, Schaumburg, IL 60193 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and design services to deploy municipal broadband infrastructure, technical assistance and associated project management, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

D. WHEREAS, the legislative body of the City on April 24, 2023 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times



observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION, BILLING AND PREVAILING WAGES**

2.1. Compensation. Consultant's total compensation shall not exceed Three Hundred Thirty-Five Thousand Eight Hundred Dollars (\$335,800.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of

Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by December 31, 2023. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and expire on March 31, 2024 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record

for thirty (30) days or longer; or

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation

insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof

of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.



6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be the City's Special Projects Manager Sarah McCormick. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Mitch Drake as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:  
Laki Sundaram,  
Palni, Inc.  
109 S Rosedale Road, Suite 201  
Schaumburg, IL 60193  
Tel: 469-712-4178

IF TO CITY:  
City Clerk  
City of Fort Bragg  
416 N Franklin Street  
Fort Bragg, CA 965437  
Tel: 707-961-2823

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful

misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files



and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent

this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this

Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: \_\_\_\_\_

Peggy Ducey  
Its: City Manager

By: \_\_\_\_\_

Laki Sundaram  
Its: Chief Operating Officer

ATTEST:

By: \_\_\_\_\_

June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Keith F. Collins  
City Attorney

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**  
(Scope of Work, Fee Schedule and Time Table)

## **A. Scope of Work**

### **1. Low-Level Design (OSP Turn-key Design)**

- A. Fielding: Complete field survey utilizing Katapult. Each field team is comprised of a 2-man crew to ensure efficiency, productivity, safety, and less errors. GIS data is uploaded and shared with the design team in real time which contributing an additional level of QC to make sure all field data is captured. Katapult is also used to capture pictures and GPS coordinates of proposed equipment locations which provides a current image of the area topography of the site, and potential obstacles. Palni field team will adhere to all city safety policies while conducting fielding work.
- B. Design:
- Provide Outside Plant (OSP) design and computer-aided design (CAD) drafting to create construction and permit drawings using design guidelines, material preferences, construction guidelines, agency needs and guidelines, field data, local GIS information, etc.
- C. Permits:
- Develop a permit schedule and tracking system to identify permits with the longest processing time in order to avoid construction delays. Local entitlements and associated environmental review are responsibility of the city.
- D. Traffic Control Plans (TCP):
- Submit TCPs for various areas and agencies according to the approving agency procedures.
- E. Activities/Outcomes: See Appendix A for complete list of activities and outcomes.
- F. Assumptions: Design shall be completed in AutoCAD/CAD. A PDF version of those drawings will be submitted. OSP conduit and fiber to be 100% underground.

### **2. Project Management**

- A. Palni Project Manager (PM) will serve as liaison between Palni and the City. PM will manage all tasks, associated timelines, milestones, and provide monthly updates on the items listed in Statement of Work outlined in the City's request for proposals. The PM will work closely with Palni engineering staff to ensure the project stays on schedule and milestones are completed on-time. PM will also coordinate and manage communications with the city, including end of month status updates via video conference. Palni will notify City staff in advance of site visits, as well as check-in with city once on-site, and check-out when work is completed.
- B. Staff assistance will be required from the following departments:
- Special Projects Manager – General direction, coordination, and collaboration in all areas of project.
  - Grant Coordinator – Process invoices and provide guidance on grant opportunities.

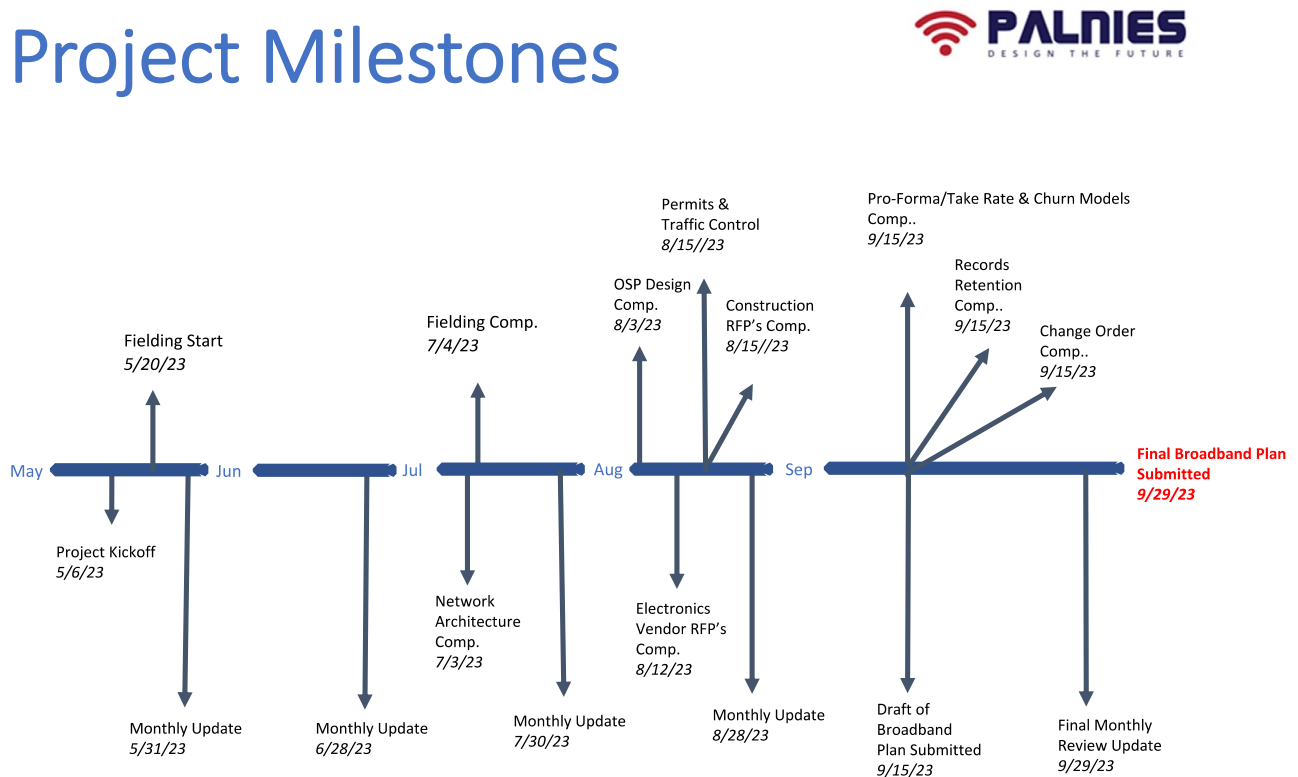
- Finance Director – Assistance with Business Model and Financing Strategy.
- Public Works Engineering – Provide available GIS data, assist with equipment locations, and review TCP.
- Contract Planner – Entitlements and environmental review
- IT System Lead – Review draft plans and provide input.

C. Activities/Outcomes:

- Monthly team updates and revised schedule.
- Monthly Invoice with Brief Narrative.
- Weekly Call with Project Manager to review milestones.
- PM will coordinate activities between the city and Palni.
- Will ensure network encompasses everything in RFP SOW
- Manage all Change in Plan (CIP) document.
- Ensure Work Plan and Milestones are met, see Figure 1 below.

D. Assumptions: Assumes a total of 6ea., 1-hour virtual meetings (May – September).

Figure 1 – Project Milestones



### **3. Electronics Design**

- A. The XGSPON network architecture will identify electronics for end-user's service, as well as placement of huts, location of passive cabinets serving the distribution areas, conduit/fiber sizes, backhaul circuits, and core electronics for upstream communications. Network architecture will include connection up to and including the home/business, as well as the internet service provider (ISP) interconnection with MCN.
- B. Palni will create vendor RFPs to solicit competitive bids against the Bill of Materials created from architecture from the results of this SOW. (XGS 10G PON solution).
- C. Activities/Outcomes:
  - Draft and Final Network Architecture
  - Bill of Materials for all electronics and passive network equipment
  - Create Request for Proposal from two vendors.
- D. Assumptions:
  - Network to be designed as a XGSPON network.
  - Network to be designed with MCN as the service provider.
  - MCN is responsible for all Internet backhaul requirements.
  - Project materials will be reviewed and approved before after design starts.
  - Bill of Materials shall be provided in an Excel format.

### **4. Construction RFP Preparation**

- A. Palni will provide a draft of a Construction RFP that includes details necessary for a contractor to bid the project. Information will include, but not be limited to drawings, BOM's, construction guidelines, footages, TCP, defined distribution areas, and timelines.
- B. Palni is available to address plan revisions and work with construction crews if a new solution is required, provided project begins upon approval of financing/grant, and is within 6 months following acceptance of this SOW. If revisions are required, Palni team will provide expertise and recommendations to identify and support proposed construction.
- C. Activities/Outcomes:
  - List of Potential Contractors
- D. Assumptions:
  - City Preferred Format for Bid Ready Construction Packet

### **5. Business Modeling**

- A. Palni will provide pro-forma financial information in a spreadsheet format. The pro-forma that includes, but is not limited to, projected revenues and expenses adjusted for churn, take rate assumptions, expense savings associated with providing services to the city.
- B. Pro-forma financial information will provide a clear view of the revenues and costs associated with operating a network, which will then inform financing strategy.

- C. Activities/Outcomes:
- Development Pro-forma

- D. Assumptions:
- MCN to serve as ISP

**6. Technical Assistance**

- A. Palni team is available to remotely attend pre-proposal meeting with interested contractors and to respond to Requests for Information during the proposal process.
- B. If revisions are required, construction team will provide expertise and recommendations to identify and support design/engineering solution.
- C. Palni PM will provide input and support to the city team developing financing strategy.
- D. Palni PM will provide input and support to City team developing grant applications for implementing project.
- E. Activities/Outcomes:
- Participate in Business Planning and Financing Strategy Meetings
  - Provide grant writing support in terms of narrative related to technical aspects of project and peer review for consistency.

**7. Project Administration**

- A. All project data including, but not limited to: field data, design drawings, permit application, permit drawings, schedules, and potential change orders will be retained on a Palni internal server for 2 years after the completion of the project.
- B. Communications with City staff, City Council, and the public:
- Communications will be managed by a single point of contact (SPOC): Palni Project Manager, Mitch Drake. The PM will serve as liaison between Palni and City staff. This SPOC approach provides for communications to be focused and documented. The following table represents key communications requirements, staff names and contacts, and method of communications.

Table 1 – Communications Matrix

<u>Audience</u>	<u>Key Message</u>	<u>Channels</u>	<u>Date/Time</u>	<u>Owner</u>
Broadband Project Team	Project Updates, Public Notifications	Email, Video Conference	Monthly – last working day	Palni PM
Special Projects Manager	Keep Informed and Collaborate	Email, Telephone, Video Conference	As needed	Palni PM



Grants Coordinator	Billing	Email, US Postal Service	Monthly	Palni PM
Public Works/Engineering	Keep Informed, TCPs, Easements ROW's	Email, Telephone, Video Conference	As Needed	Palni PM, Engineers
Finance	Business Plan, pro-forma questions	Email, Telephone, Video Conference	As Needed	Palni PM
Planning Consultant	Entitlements and Environmental Review	Email, Telephone, Video Conference	As Needed	Palni PM

C. Activities/Outcomes:

- Monthly Meeting Agendas

D. Assumptions:

- Use of City Zoom account for virtual meetings

**9. Budget and Schedule of Charges**

A. Milestone payments will be submitted based on the delivery schedule provided in Table 2 – Budget and Schedule of Charges.

Table 2 – Budget and Schedule of Charges

Table 2 - Budget and Schedule of Charges								
Invoices submitted at end of each month with 30 day payment terms								
Activity	Spend Category	May	June	July	August	September	Total	Notes:
<b>Low-Level Design</b>								
Fielding, Design, Permits, Traffic Control Plan	Personnel Rates per passing \$65	\$2,000	\$70,400	\$70,400	\$70,400	\$53,300	\$266,500	Assumes 4100 doors 3,200 residents + 900 businesses \$65 per door/passing
	Travel	\$2,000	\$2,000					Travel for walk out engineers
	Other Fees					\$15,300	\$15,300	PE Stamped Drawings
<b>Project Management</b>								
Project Management	Personnel Rates \$165/per hour	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$19,800	
	Travel				\$2,375			Travel if required
<b>Electronics Design</b>								
Network Architecture, Create Vendor RFPs	Personnel Rates \$165 per hour	\$1,980	\$1,980	\$1,980	\$1,980	\$1,980	\$9,900	
<b>Construction RFP's</b>								
Draft Construction RFP	Personnel Rates \$165 per hour	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$6,600	
<b>Business Modeling</b>								
Development Pro-forma Take Rate and Churn Model	Personnel Rates \$165 per hour	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$6,600	
<b>Project Administration</b>								
Records Retention, Change Order Mgmt, Communication	Personnel Rates \$165 per hour	Incl.	Incl.	Incl.	Incl.	Incl.	Incl.	
<b>Technical Assistance</b>								
Assist City in Business Plan and Financing Strategy	Personnel Rates \$165 per hour			\$3,300	\$3,300	\$3,300	\$9,900	Assumes 60 hrs
<b>Bid Period Services &amp; Construction Support</b>								
Requests for Information, Pre-bid meeting, Pre-construction Conference,	Personnel Rates \$165 per hour					\$1,200	\$1,200	
	<b>Total</b>	<b>\$12,580</b>	<b>\$80,980</b>	<b>\$82,280</b>	<b>\$82,280</b>	<b>\$81,680</b>	<b>\$335,800</b>	

Appendix A.

## Target Dates for Project Work Plan

					Phase 1 (May/June)	Phase 2 (Jun/Jul)	Phase 3 (July/Aug)	Phase 4 (Sept)
					Phase 1 Activity & Outcomes Title	Phase 2 Activity & Outcomes Title	Phase 3 Activity & Outcomes Title	Phase 4 Activity & Outcomes Title
<b>Activities</b>	<b>List of activities</b>				<b>List of activities</b>	<b>List of activities</b>	<b>List of activities</b>	<b>List of activities</b>
	Low-Level Design (LLD): Fielding, Design, Permits, & Traffic Control				Convert LLD to draft prints	From LLD create BOM	Transfer costs to Business Model	
	Electronics Design Dev.				Complete Network Architecture	Convert Architecture to BOM, and submit RFP to Vendors	Transfer costs to Business Model	
	Prepare Construction RFP				Identify all construction parameters	<b>Draft Construction RFP</b>	Publish RFP using City process	
				Begin Business Modeling	Input revenue & expenses, units and take rate/chum	Review with City		

					Phase 1 Outcomes Title	Phase 2 Outcomes Title	Phase 3 Outcomes Title	Phase 4 Outcomes Title
<b>Outcomes</b>	<b>List of Outcomes</b>				<b>List of Outcomes</b>	<b>List of Outcomes</b>	<b>List of Outcomes</b>	<b>List of Outcomes</b>
	Obtain project footages, locations of splitters, hut, backhaul, connections qty., and DA boundaries				Transfer data to prints	Complete list of bill of materials (fiber/conduit, splitters, al by DA	Completed BOM costs transferred into Business Model	
	Have completed draft of architecture				Final network architecture completed	RFP distributed to vendors, Make determination of vendor equipment	Transfer costs in Business Model	
	Draft Construction RFP				Revision 1 of RFP completed	<b>Issue RFP contractors partners</b>	Input costs from bids into Business Model	
				Finalize Business Model input categories	OSP/Electronics RFP's, input from City or ISP	Final review of Business Model with City		

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2022

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 Oak Brook Insurance Agency, Inc. dba KSA Insurance Agency 7158 W Grand Ave Chicago, IL 60707	(773) 804-9000 (773) 270-3878	CONTACT NAME: Oak Brook Insurance Agency, Inc. PHONE (A/C No, Ext): (773) 804-9000 E-MAIL ADDRESS: ksa@obiains.com	FAX (A/C, No): (773) 270-3878
INSURED Palni, Inc. 109 S Roselle Road, Suite 201 Schaumburg, IL 60193-1639		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Casualty Insurance Company	NAIC # 29424
		INSURER B : Hartford Fire & 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/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83 SBM UP9569	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83 SBM UP9569	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83 SBM UP9569	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
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 <input checked="" type="checkbox"/> N	N/A	<input checked="" type="checkbox"/>	83 WEC TC2630	01/22/2022	01/22/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83 SBM UP9569	02/01/2022	02/01/2023	\$5,000,000 /\$5,000,000
A	Fidelity/Crime (3rd Party)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83 TP0289652-22	04/13/2022	04/13/2023	\$3,000,000 Ded \$25000
A	Cyber Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83 SBM UP9569	02/01/2022	02/01/2023	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

## CERTIFICATE HOLDER

Additional Insured:  
City of Fort Bragg  
416 N Franklin Street  
Fort Bragg, CA 95437

## 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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 83 SBM UP9569 DV

**Named Insured and Mailing Address;** PALNI INC

109 S ROSELLE ROAD STE 201  
SCHAUMBURG IL 60193

**Policy Change Effective Date:** 12/12/22

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 004

**Agent Name:** OAK BROOK INS AGENCY INC/PHS

**Code:** 511789

### **POLICY CHANGES:**

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.337

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 12/12/22

**Page** 001

**Policy Effective Date:** 02/01/22  
**Policy Expiration Date:** 02/01/23

POLICY NUMBER: 83 SBM UP9569



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

QUANTA TELECOMMUNICATION SERVICES, LLC  
7908 N SAM HOUSTON PKWY WEST, SUITE 500  
HOUSTON, TX 77064

LOC 004 BLDG 001  
CITY OF FORT BRAGG  
416 N FRANKLIN ST  
FORT BRAGG CA 95437-3210

HYPER NETWORKS INC  
12249 NATIONS FORD RD  
PINEVILLE, NC 28134

**POLICY NUMBER:** 83 SBM UP9569



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or



- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:



We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.





# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 23-130

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**Agenda Date:** 4/24/2023

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-21 and Authorizing City Manager to Execute Contract with Net Guardians for Procurement and Installation of a Camera System for the Police Department, City Hall, Water Treatment Plant, and Wastewater Treatment Plant (Amount not to exceed \$104,709.69; Account No. 167-4215-0381, 710-4712-0353, 521-4394-0351 and 610-4612-0351)



AGENCY: City Council  
MEETING DATE: April 24, 2023  
DEPARTMENT: Public Works  
PRESENTED BY: John Smith  
EMAIL ADDRESS: [Jsmith@fortbragg.com](mailto:Jsmith@fortbragg.com)

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-21 and Authorizing City Manager to Execute Contract with Net Guardians for Procurement and Installation of a Camera System for the Police Department, City Hall, Water Treatment Plant, and Wastewater Treatment Plant (Amount not to exceed \$104,709.69; Account No. 167-4215-0381, 710-4712-0353, 521-4394-0351 and 610-4612-0351)**

### **ISSUE:**

The Police Department and City Hall have security systems that are deficient in video recording capabilities. The Police Department Staff, sought quotes for the procurement of equipment hardware, software licenses and installation of a comprehensive video surveillance system.

### **ANALYSIS:**

Police Department staff sought quotes from three (3) vendors per the City's project bidding process. Net Guardians was determined to be the lowest responsive bidder and has agreed to enter into an agreement for the procurement and installation of the camera system in the Public Works facilities. Net Guardians has the experience and products which meets the needs of this project. There are sufficient funds reserved within the Water Enterprise (610-4612-0351), Wastewater Enterprise (710-4712-0353) and the IT Internal Service Fund (521-4394-0351) to cover the costs of this contract. Police, Asset Forfeiture Fund (Account No.167-4215-0381) will require a budget amendment 2022/23-21 to allocate the funds to purchase the Police Department cameras which is an eligible use of Asset forfeiture funds.

### **RECOMMENDED ACTION:**

Adopt Resolution Approving Budget Amendment and Authorizing City Manager to execute contract with Net Guardians for the procurement and installation of a camera system for the Police Department and City Hall in an amount not to exceed \$104,709.69.

### **ALTERNATIVE ACTION(S):**

1. Do not adopt Resolution and provide alternative direction to staff.

### **FISCAL IMPACT:**

Budget Amendment 2022/23-21 is necessary to allocate funds from Asset Forfeiture to cover the remaining costs of Police Department cameras.

**GREENHOUSE GAS EMISSIONS IMPACT:**

Very little to no impact.

**CONSISTENCY:**

Consistent with the goals of the Police Department security expectations.

**IMPLEMENTATION/TIMEFRAMES:**

Proceed with contract once Resolution has been signed.

**ATTACHMENTS:**

1. Resolution
2. Exhibit A – Budget Amendment
3. Net Guardians Quote

**NOTIFICATION:**

1. Net Guardians
2. GHS Technologies
3. Monarch



**RESOLUTION NO. \_\_\_\_-2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING BUDGET AMENDMENT **XX-2023** AND AWARDING A  
CONTRACT TO NET GUARDIANS FOR THE CAMERA SYSTEM PROJECT  
AT THE POLICE DEPARTMENT, WATER TREATMENT PLANT,  
WASTEWATER TREATMENT PLANT, AND CITY HALL AND AUTHORIZING  
CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED  
\$104,709.69; ACCOUNT NO. 167-7999-0799, 710-4712-0353, 521-4394-0351  
and 610-4612-0351)**

**WHEREAS**, City facilities are lacking surveillance video to record events that may occur; and

**WHEREAS**, three (3) bids were received, one from Net Guardians, one from GHA Technologies, and one from Monarch, to complete this work; and

**WHEREAS**, the lowest responsive bid was received from Net Guardians; and

**WHEREAS**, staff has confirmed that Net Guardians has the proper experience, and meets the necessary requirements to be considered a responsive bidder; and

**WHEREAS**, the project will be funded by the Police Asset Forfeiture Fund, Wastewater Fund, IT Fund, and Water Fund for the procurement and installation of the surveillance system with appropriations from Account No. 167-7999-0799, 710-4712-0353, 521-4394-0351, 610-4612-0351; and

**WHEREAS**, based on all the evidence presented, the City Council finds as follows:

1. Net Guardians proposal meets the requirements of the Project and is considered responsive.
2. Sufficient funds are available in the Asset Forfeiture Account, Wastewater Account, IT Account, and Water Account for the labor and materials to fully complete the Camera Systems Project.
3. **Budget Amendment XX-2023** is necessary to appropriate funding for this project (Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby Approve the Budget Amendment and accept the proposal of Net Guardians awarding the contract for the Camera Systems Project, and authorizing the City Manager to execute the same upon execution by the Contractor (Amount not the Exceed \$104, 709.69; Account No. 167-7999-0799, 710-4712-0353, 521-4394-0351 and 610-4612-0351).

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of April, 2023, by the following vote:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:**

---

**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

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**Cristal Muñoz**  
**Acting City Clerk**



# QUOTATION

Quote 1055 - Fort Bragg Verkada Solution Phase 1

for **City of Fort Bragg**

---

Prepared by: **Net Guardians**

on **15-Feb, 2023**



**Net Guardians**

# Quote 1055 - Fort Bragg Verkada Solution Phase 1



2777 Yulupa Ave 285  
Santa Rosa  
California  
95405  
United States

## Prepared For

Neil Cervenka  
City of Fort Bragg  
416 North Franklin St.  
Fort Bragg  
CA  
95437

## Phone:

## Email:

NCervenka@fortbragg.com

## Prepared By

Trenton Schuttler  
Chief Systems Architect  
Net Guardians

**Phone:** 707-308-1868

**Email:** ts@netguardians.tech

## Quote Information

<b>Quote#</b>	1055
<b>Created</b>	11-Jan, 2023
<b>Expires</b>	30-Apr, 2023

## Quote Summary -

This quotation includes pricing for the hardware and software licenses needed for a comprehensive video surveillance access control security solution powered by Verkada.

### Page 1

Cover

### Page 2

Contact Details  
Summary

### Page 3

Police Station Placement Map & Breakdown

### Page 4 - Quote

Camera Hardware  
Camera Licenses

### Page 5

Camera Installation  
Access Control & Door Licenses

### Page 6

Access Installation  
Door Hardware & Access Extras

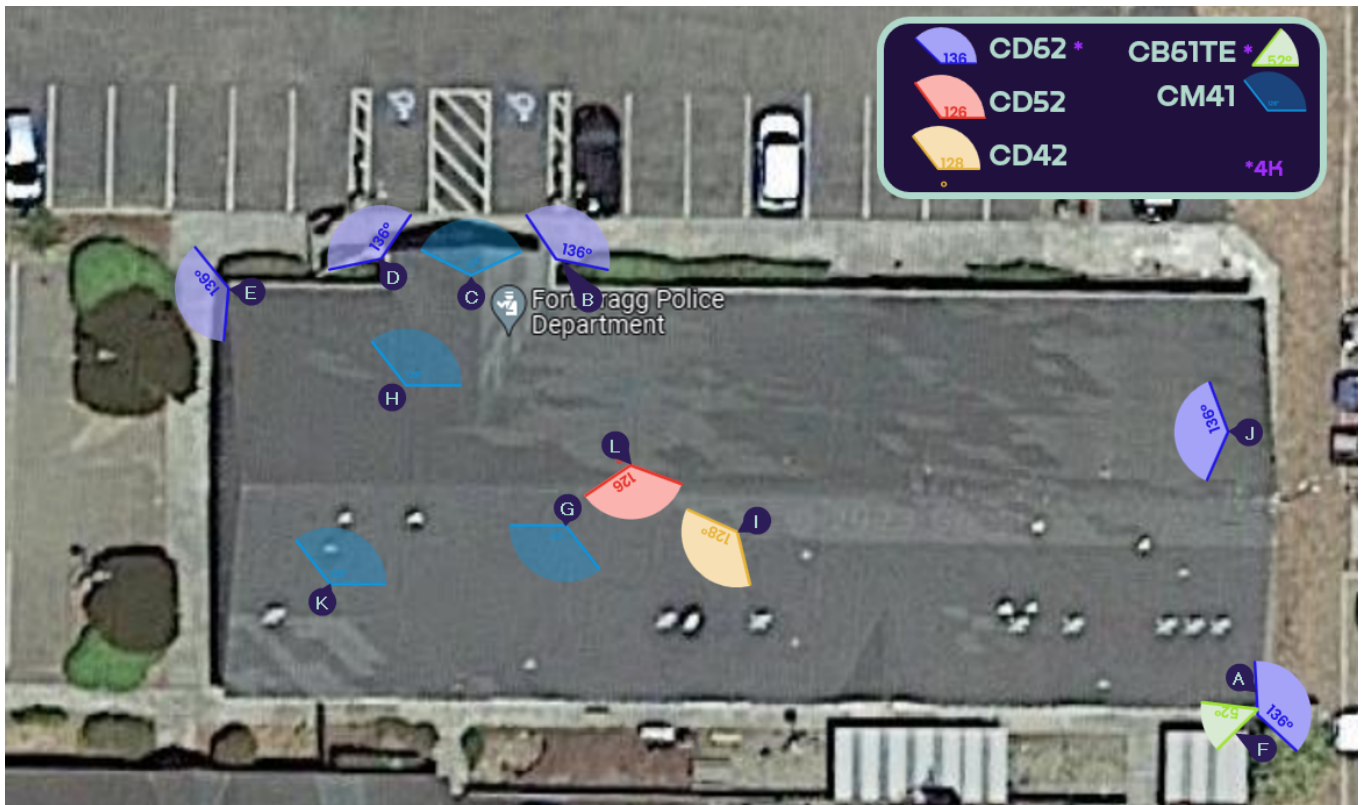
### Page 7

Summary & Acceptance



**AUTHORIZED RESELLER**

## Police Station Placement



## Placement Breakdown

A - CD62E Dome Outdoor 4K Zoom 30D

B - CD62E Dome Outdoor 4K Zoom 30D

C - CM41E Mini Dome Outdoor 720 Fixed 30D

G - CM41 Mini Dome Indoor 720 Fixed 30D

H - CM41 Mini Dome Indoor 720 Fixed 30D

I - CD42 Dome Indoor 1080 Fixed 30D

D - CD62E Dome Outdoor 4K Zoom 30D  
**Placement Breakdown**

E - CD62E Dome Outdoor 4K Zoom 30D

F - CB61TE Bullet Outdoor 4k Far Zoom 30D

J - CD62 Dome 4K Zoom 30D

K - CM41 Mini Dome 720p Indoor Fixed 30D

L - CD52 Dome 1080p Zoom 30D

12 Cameras + 7 Doors

\$104,704.69

## Camera Hardware

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>CM41 30D</b> Mini Dome Fixed 720p 30D Locations: H, I, L	\$799.00 Each	3	<del>\$2,397.00</del> \$2,037.45
<input checked="" type="checkbox"/> <b>CM41-E 30D</b> Mini Dome Outdoor Fixed 720p 30D Location: C	\$999.00 Each	1	<del>\$999.00</del> \$849.15
<input checked="" type="checkbox"/> <b>CD52 30D</b> Indoor Dome 1080 Zoom 30D Location: L	\$1,199.00 Each	1	<del>\$1,199.00</del> \$1,019.15
<input checked="" type="checkbox"/> <b>CD42 30D</b> Indoor Dome 1080 Fixed 30D Location: I	\$999.00 Each	1	<del>\$999.00</del> \$849.15
<input checked="" type="checkbox"/> <b>CD62 30D</b> Indoor Dome 1080 Zoom 30D Location: J	\$1,499.00 Each	1	<del>\$1,499.00</del> \$1,274.15
<input checked="" type="checkbox"/> <b>CD62-E 30D</b> Outdoor Dome 4K Zoom 30D Location: A, E <b>Mounting Hardware</b>	\$1,699.00 Each	4	<del>\$6,796.00</del> \$5,097.00 \$450.00
<input checked="" type="checkbox"/> <b>CF81-E 30D [WASTEWATER CAMERA]</b> CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, Maximum 30 Days of Retention <b>Mounting Hardware</b>	\$1,999.00 Each	1	<del>\$1,999.00</del> \$1,499.25 \$300.00
<input checked="" type="checkbox"/> <b>CH52-E 30D [PARK and WATER CAMERA]</b> Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention <b>Mounting Hardware</b>	\$3,599.00 Each	2	<del>\$7,198.00</del> \$5,398.50 \$200.00

## Camera Licensing

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>Camera License 10-Year</b> 10-Year license for any model Verkada cloud camera.	\$1,799.00 Each	12	<del>\$21,588.00</del> \$19,429.20

<input type="checkbox"/>	<b>Camera License 5-Year</b> 5-Year license for any model Verkada cloud camera.	\$899.00 Each	11	<del>\$9,889.00</del> \$7,416.75
<input type="checkbox"/>	<b>Camera License 3-Year</b> 3-Year license for any model Verkada cloud camera.	\$549.00 Each	12	<del>\$6,588.00</del> \$5,929.20
<input checked="" type="checkbox"/>	<b>Multi-Sensor Camera License 10Y</b> Verkada 10-Year CH52 Multisensor Camera License	\$5,399.00 Each	2	<del>\$10,798.00</del> \$8,098.50
<input type="checkbox"/>	<b>LIC-CH52-5Y</b> Verkada 5-Year CH52 Multisensor Camera License	\$2,699.00 Each	2	<del>\$5,398.00</del> \$4,048.50

### Camera Installation

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>Installation Services</b> Implementation for Cameras and Command platform. Includes installation of 12 camera locations. *Client environment has PoE connectivity of sufficient capacity*	\$7,500.00 Each	1	\$7,500.00
<b>Travel &amp; Lodging</b>			\$500.00

Subtotal	\$54,501.50
Taxable ▼	\$1,802.51
California, Sonoma County, Santa Rosa Tax	\$1,802.51
Non taxable ▼	\$0.00
<b>Total</b>	<b>\$56,304.01</b>

### Access Control Solution

Description	Price	Quantity	Amount
<b>AD32-HW</b> Verkada AD32 Multi-format Card Reader	\$349.00	7	<del>\$2,443.00</del> \$1,954.40
<b>AC41-HW</b> Verkada AC41 4 Door Controller	\$1,799.00	2	<del>\$3,598.00</del> \$2,878.40

### Door License



Please choose the license term

Description	Price	Quantity	Amount
<input checked="" type="radio"/> <b>LIC-AC-10Y</b> Verkada 10-Year Door License	\$1,999.00 Each	7	<del>\$13,993.00</del> \$11,894.05
<input type="radio"/> <b>LIC-AC-5Y</b> Verkada 5-Year Door License	\$999.00 Each	7	<del>\$6,993.00</del> \$6,293.70
<input type="radio"/> <b>LIC-AC-3Y</b> Verkada 3-Year Door License	\$599.00 Each	7	<del>\$4,193.00</del> \$3,773.70

**Access Control Implementation**

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>Installation Services</b> Installation, configuration, and deployment of Access Control supporting 7 doors for new installations. <b>Travel &amp; Lodging</b>	\$7,500.00 Case	1	\$7,500.00  \$500.00
<input checked="" type="checkbox"/> <b>Electronic Lock Hardware - Budget Per Door</b> Hardware will vary depending on door type, placement, and desired trim options.	\$1,000.00 Each	7	\$7,000.00

**Access Control Optional Extras**

Some optional, but recommended options

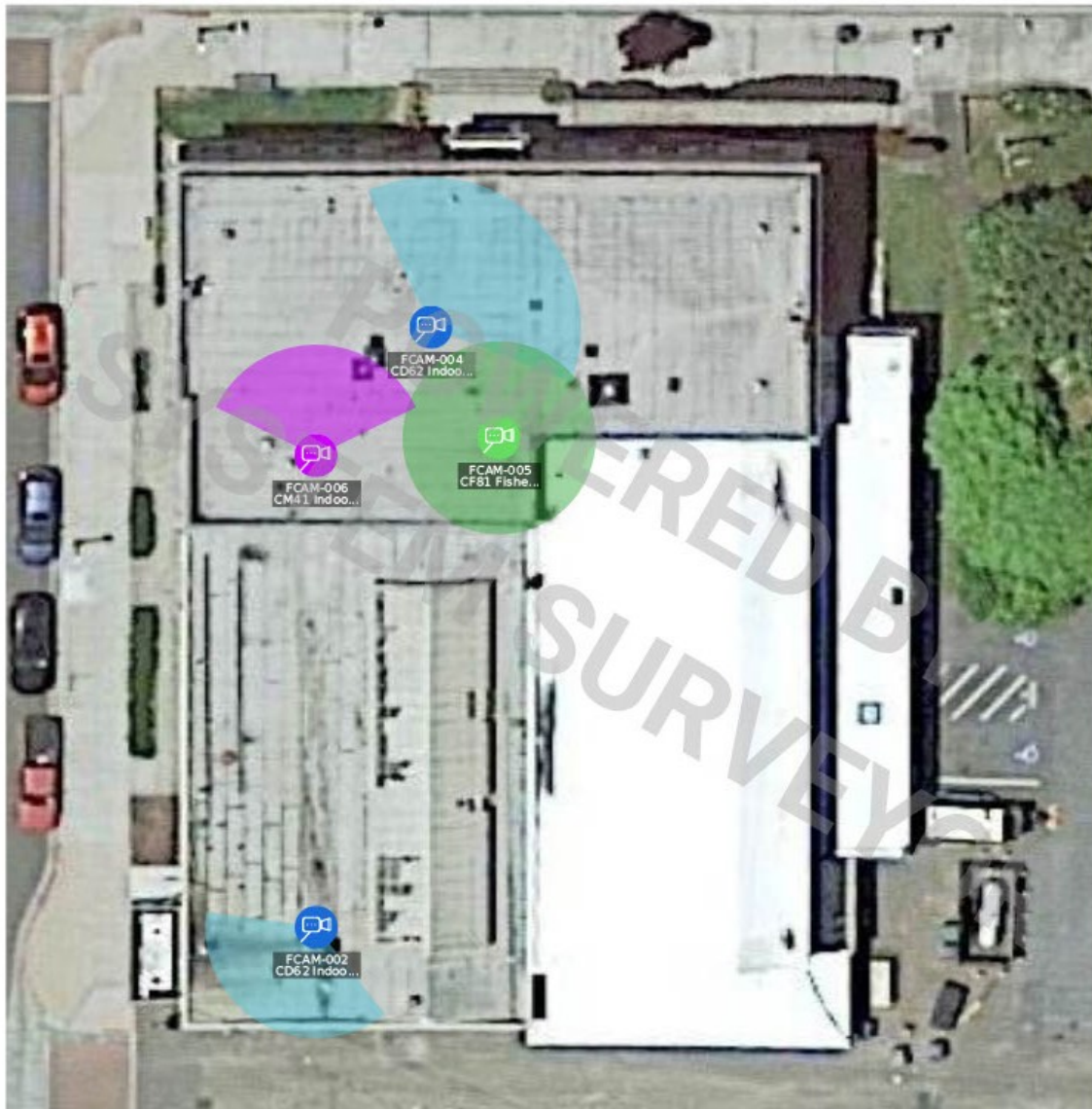
Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>ACC-PROX-1</b> Verkada Proximity Access Control Cards, 100 Pack	\$599.00 Each	1	<del>\$599.00</del> \$539.10
<input checked="" type="checkbox"/> <b>ACC-BAT-4AH</b> Verkada 4AH Backup Battery for AC41, AX11, and BP41	\$129.00 Each	2	<del>\$258.00</del> \$232.20

Subtotal	\$32,498.15
Taxable ▼	\$1,197.39
California, Sonoma County, Santa Rosa Tax	\$1,197.39
Non taxable ▼	\$0.00

Total

\$33,695.54

## City Hall Placement



## Placement Breakdown

FCAN-005 - **CF81-E** Outdoor Fisheye Camera, 12MP, Fixed Lens, 30D

FCAM-004- **CD62** Dome 4K Zoom 30D

FCAM-006 - **CM41** Mini Dome Indoor 720 Fixed 30D

FCAM-002- **CD62** Dome 4K Zoom 30D

## Camera Hardware

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>CM41 30D</b> Mini Dome Fixed 720p 30D Locations: H, I, L	\$799.00 Each	1	<del>\$799.00</del> \$679.15
<input checked="" type="checkbox"/> <b>CD62 30D</b> Indoor Dome 1080 Zoom 30D Location: J	\$1,499.00 Each	2	<del>\$2,998.00</del> \$2,548.30
<input checked="" type="checkbox"/> <b>CF81-E</b> Outdoor Fisheye Camera, 12MP, Fixed Lens, 30D	\$1,319.34 Each	1	\$1,319.34

## Camera Licensing

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>Camera License 10-Year</b> 10-Year license for any model Verkada cloud camera.	\$1,799.00 Each	4	<del>\$7,196.00</del> \$6,476.40
<input type="checkbox"/> <b>Camera License 5-Year</b> 5-Year license for any model Verkada cloud camera.	\$899.00 Each	11	<del>\$9,889.00</del> \$7,416.75
<input type="checkbox"/> <b>Camera License 3-Year</b> 3-Year license for any model Verkada cloud camera.	\$549.00 Each	12	<del>\$6,588.00</del> \$5,929.20
<input type="checkbox"/> <b>Multi-Sensor Camera License 10Y</b> Verkada 10-Year CH52 Multisensor Camera License	\$5,399.00 Each	2	<del>\$10,798.00</del> \$8,098.50
<input type="checkbox"/> <b>LIC-CH52-5Y</b> Verkada 5-Year CH52 Multisensor Camera License	\$2,699.00 Each	2	<del>\$5,398.00</del> \$4,048.50

## Camera Installation

Select one or more options from below

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> <b>Installation Services</b> Implementation for Cameras and Command platform. Includes installation of 4 camera locations. *Client environment has PoE connectivity of sufficient capacity* <b>Travel &amp; Lodging</b>	\$2,750.00 Each	1	\$2,750.00  \$500.00

Subtotal	\$14,273.19
Taxable ▼	\$431.95
California, Sonoma County, Santa Rosa Tax	\$431.95
Non taxable ▼	\$0.00
<b>Total</b>	<b>\$14,705.14</b>

**Summary & Confirmation:**

**Organization - City of Fort Bragg**

**Project - Verkada Solution**

**Total Project Cost:**

**\$104,704.69**

**Pricing Valid through:**

**30-Apr, 2023**

We hope you find this acceptable; if you have any queries, please let us know. If you wish to proceed, please accept the quote. By signing below, you agree to our standard Terms & Conditions and/or Managed Services Agreement. We reserve the right to cancel orders arising from pricing or other errors.

**Prepared by:**

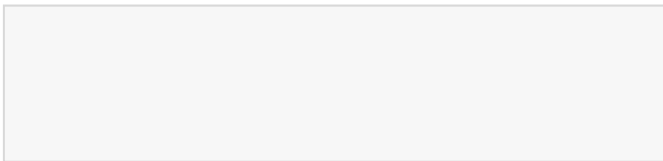
**Trenton Schuttler**

Chief Systems Architect

Net Guardians

15-Feb, 2023

**Reviewed by:**

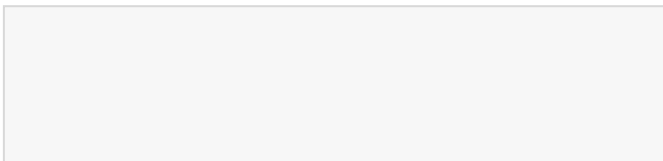


**Name: Neil Cervenka**

**Date:**

( Neil )

**Approved by:**



**Name: John Smith**

**Date:**

( John )

**END OF DOCUMENT**