



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**

Monday, September 26, 2022

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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: Sep 26, 2022 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/85128099173>

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

Webinar ID: 851 2809 9173

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. [22-494](#) Presentation of Proclamation Recognizing September 26-30, 2022 as Storm Water Awareness Week

Attachments: [13-Stormwater Awareness Week](#)

- 1B. [22-482](#) Receive Presentation from Carolyn Schneider Regarding Banned Books Week and Measure O, Citizen's Library Initiative

- 1C. [22-480](#) Receive Presentation from Dragan Tutic Regarding the Oneka Wave Powered Sustainable Desalination Project

Attachments: [Oneka Wave Powered Sustainable Desalination Presentation](#)

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 City Clerk June Lemos, jlemos@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. [22-456](#)** Adopt City Council Resolution Confirming the Pay Rates/Ranges for the Executive Management Positions of Police Chief and Finance Director/City Treasurer and Establishing Laborer-Water/Wastewater and Laborer-Public Works Classifications

Attachments: [RESO FinDir, PolChief, Laborer classifications](#)
[RESO Exhibit A](#)

- 5B. [22-495](#)** Adopt City Council Resolution Confirming the Pay Rate/Range for the Executive Management Position of City Manager and Confirming Pay Rates/Ranges for All of City of Fort Bragg Established Classifications

Attachments: [RESO City Manager classification](#)
[RESO Exhibit A](#)

- 5C. [22-472](#)** Adopt City Council Resolution Approving Contract Amendment with SHN Consulting Engineers & Geologists, Inc. for Construction Support Services for

the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project and Authorizing the City Manager to Execute Amendment (Total Contract Amount Not to Exceed \$50,000)

Attachments: [RESO SHN PFI Contract Amendment](#)
[SHN PFI Proposed Amendment](#)
[SHN PFI Care Facility Contract](#)
[SHN PFI Facility 1st Amd](#)

- 5D. [22-474](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: [RESO Authorize Continuing Remote Meetings](#)

- 5E. [22-475](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

Attachments: [RESO Declaring Continuing Local Emergency](#)

- 5F. [22-476](#) Adopt City Council Resolution Amending the City of Fort Bragg Conflict of Interest Code

Attachments: [RESO Conflict of Interest Code](#)
[Local Agency Biennial Notice](#)

- 5G. [22-490](#) Adopt City Council Resolution Endorsing Measure P to Support Fire Protection in Mendocino County

Attachments: [RESO Endorsing Measure P](#)

- 5H. [22-493](#) Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facilities Grant Program for the Purchase of Two Fleet Vehicles and a Dump Truck

Attachments: [RESO USDA Funding for Vehicles](#)
[USDA PD/PW Application Packet](#)

- 5I. [22-491](#) Receive and File Minutes of the January 11, 2022 Community Development Committee Meeting

Attachments: [01112022 CDC Minutes](#)

- 5J. [22-485](#) Receive and File Minutes of the June 28, 2022 Community Development Committee Meeting

Attachments: [06282022 CDC Minutes](#)

- 5K. [22-486](#) Receive and File Minutes of the July 26, 2022 Community Development Committee Meeting

Attachments: [07262022 CDC Minutes](#)

- 5L. [22-470](#) Approve Minutes of Special Closed Session of September 8, 2022

Attachments: [CCM2022-09-08 Special Closed Session](#)

- 5M. [22-473](#) Approve Minutes of September 12, 2022

Attachments: [CCM2022-09-12](#)

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. [22-484](#) Receive Report and Consider Adoption of City Council Resolution Approving Anti-Bullying Policy

Attachments: [09262022 Anti-Bullying Policy Staff Report](#)

[Att 1 - Anti-Bullying Policy \(RESO Ex A\)](#)

[Att 2 - COFB Anti Bullying Incident Report](#)

[Att 3 - RESO Anti-Bullying Policy](#)

[Bullying Power Point](#)

[Public Comment 8A](#)

- 8B. [22-440](#) Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 983-2022 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers

Attachments: [09262022 ORD 983 Council Compensation Staff Report](#)

[Att 1 - ORD 983 Council Salary Update](#)

[Att 2 - FBMC Chapter 2.04 - Redline](#)

- 8C. [22-492](#) Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code

Attachments: [09262022 Ordinance 982-2022 Staff Report](#)

[Att 1 - Ordinance 982-2022](#)

[Att 2 - Table of Changes to Title 1](#)

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.

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., TUESDAY, OCTOBER 11, 2022**

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 September 22, 2022.

June Lemos, MMC
City Clerk

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 Clerk 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: 22-494

Agenda Date: 9/26/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Presentation of Proclamation Recognizing September 26-30, 2022 as Storm Water Awareness Week

P R O C L A M A T I O N
RECOGNIZING
"STORMWATER AWARENESS WEEK"
SEPTEMBER 26-30, 2022

WHEREAS, stormwater runoff can become polluted by pesticides, fertilizers, oils, plastic packaging, litter, pet waste, cigarette butts, and eroded soils as it runs along roads, sidewalks, parking lots, roofs, and lawns; and

WHEREAS, runoff flows into the storm sewer system that eventually flows into waterways (rivers, streams, and the ocean); and

WHEREAS, plants and soil filter water and improve water quality and site improvements, such as porous pavement, native plants, rain gardens, and bioswales which help with pollution prevention in stormwater runoff; and

WHEREAS, the City of Fort Bragg's National Pollutant Discharge Elimination System (NPDES) program promotes pollution prevention for our stormwater discharges; and

WHEREAS, by focusing attention on pollution prevention in stormwater runoff, the City of Fort Bragg aims to meet the challenges of environmental protection and environmental regulation through stewardship; and

WHEREAS, Stormwater Awareness Week is an opportunity for government, industry, and environmental organizations to recognize the potential of stormwater pollution prevention within our local watershed.

NOW, THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the week of September 26-30, 2022, as Stormwater Awareness Week and recognize the Public Works Department Maintenance Crew for their diligence in cleaning the City's storm drains and responding to work orders, and the Engineering Department for the implementation of the NPDES Permitting requirements.

SIGNED this 26th day of September, 2022

BERNIE NORVELL, Mayor

ATTEST:

June Lemos, MMC, City Clerk

No. 13-2022



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Text File

File Number: 22-482

Agenda Date: 9/26/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Report

Agenda Number: 1B.

Receive Presentation from Carolyn Schneider Regarding Banned Books Week and Measure O,
Citizen's Library Initiative



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Text File

File Number: 22-480

Agenda Date: 9/26/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Report

Agenda Number: 1C.

Receive Presentation from Dragan Tutic Regarding the Oneka Wave Powered Sustainable Desalination Project



**WAVE POWERED
SUSTAINABLE DESALINATION**

**Make the oceans a sustainable and
affordable source of drinking water**



Presented by Dragan Tutic
CEO & Cofounder of Oneka Technologies
SEPTEMBER 2022

Blue Economy Initiative Goals, Fort Bragg, California



Ocean Resiliency

**Mitigation, Sequestration
and Adaptation**

Renewable Energy

Emissions Reduction

Aquaculture and
Sustainable Fishing

Marine Cleantech

**Protection of Ocean
Ecosystems**

Promote Jobs in the
Environmental Sphere

WE NEED TO ELIMINATE FOSSIL FUELS FROM THE PRIMARY ENERGY SUPPLY



2020

2050

~1 %

of world's population
lives on desalinated
water

=

~0,5 %

of world's CO₂
emissions

10 %

of population

desalination expected to
to increase at current
growth rate

=

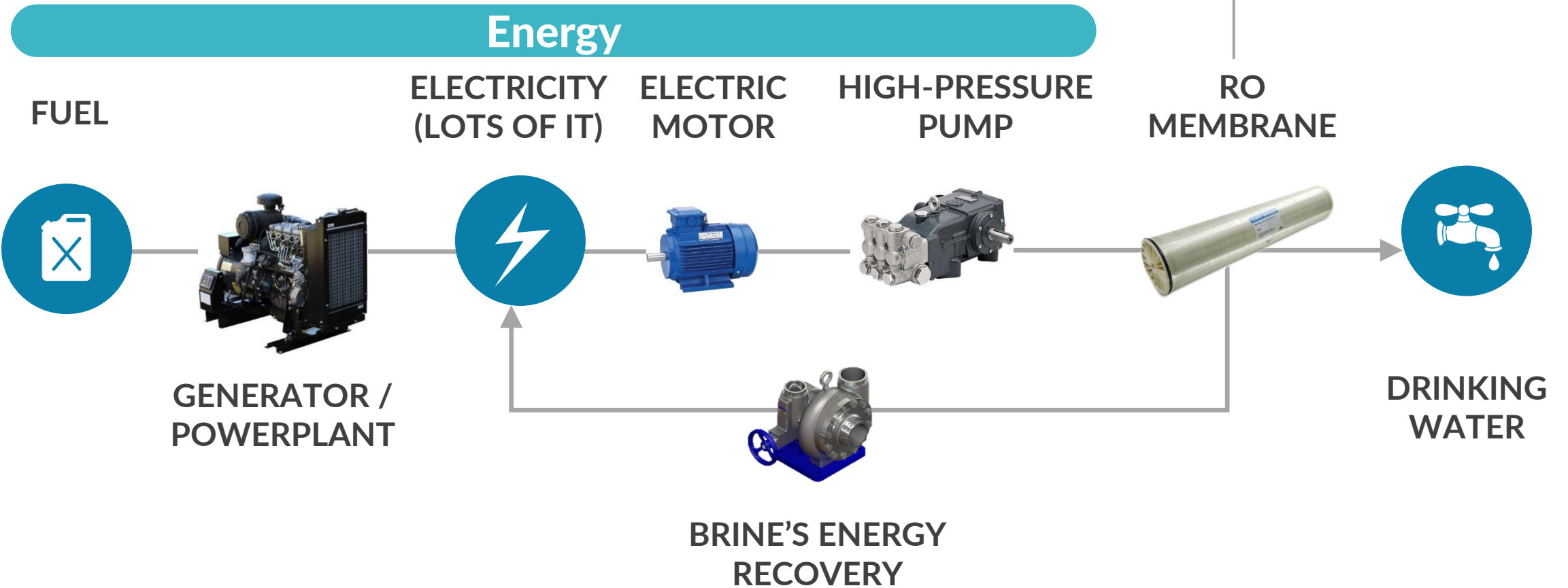
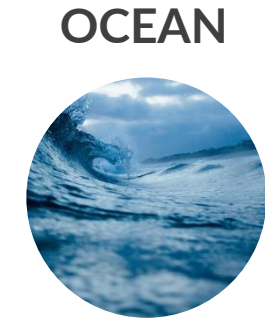
~ 5 %

of today's world's CO₂
emissions

about twice the
aviation industry

CONVENTIONAL DESALINATION IS NOT SUSTAINABLE

A GROWING ALTERNATIVE



CONVENTIONAL DESALINATION TURNS FUEL INTO WATER¹³



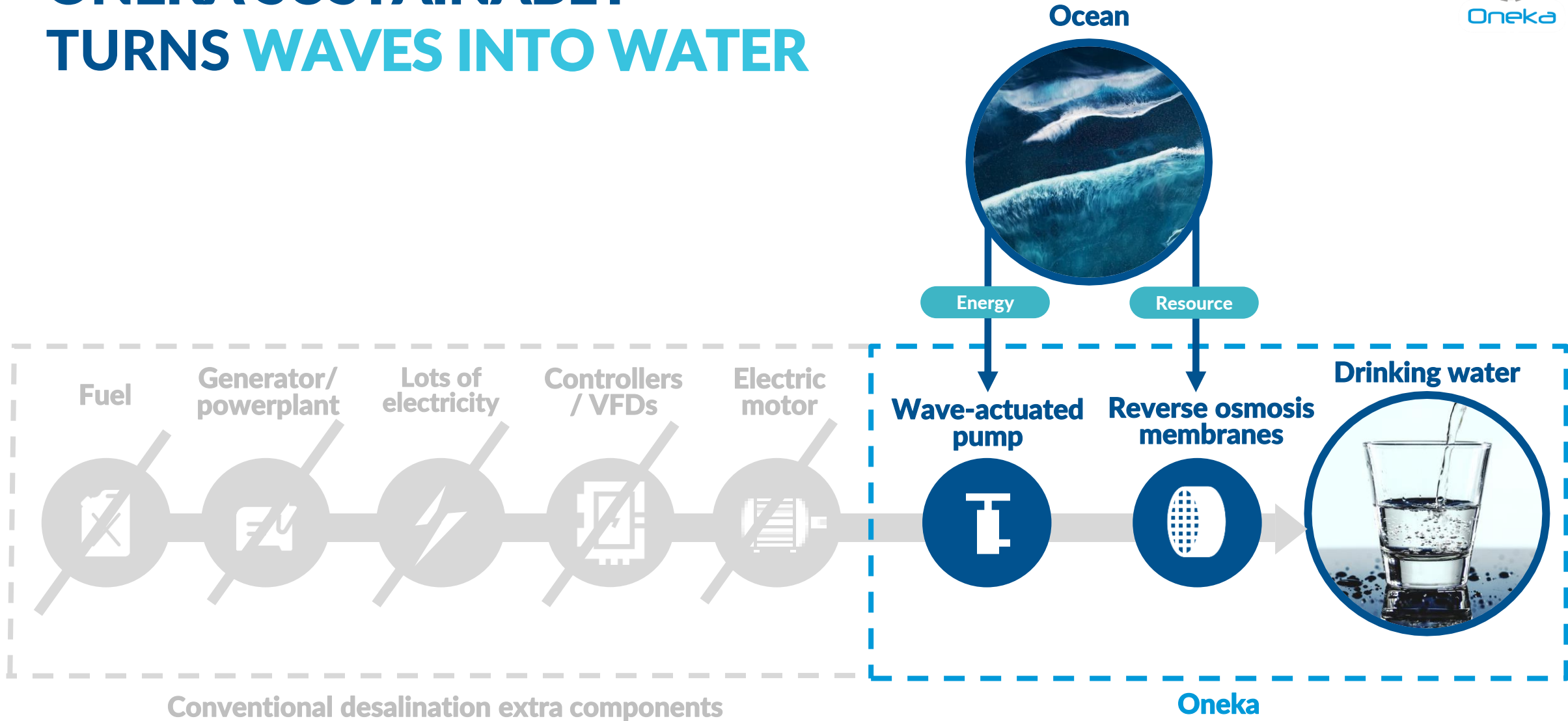
Oceans, the perfect match for a sustainable source of drinking water

RESOURCE
(Water)

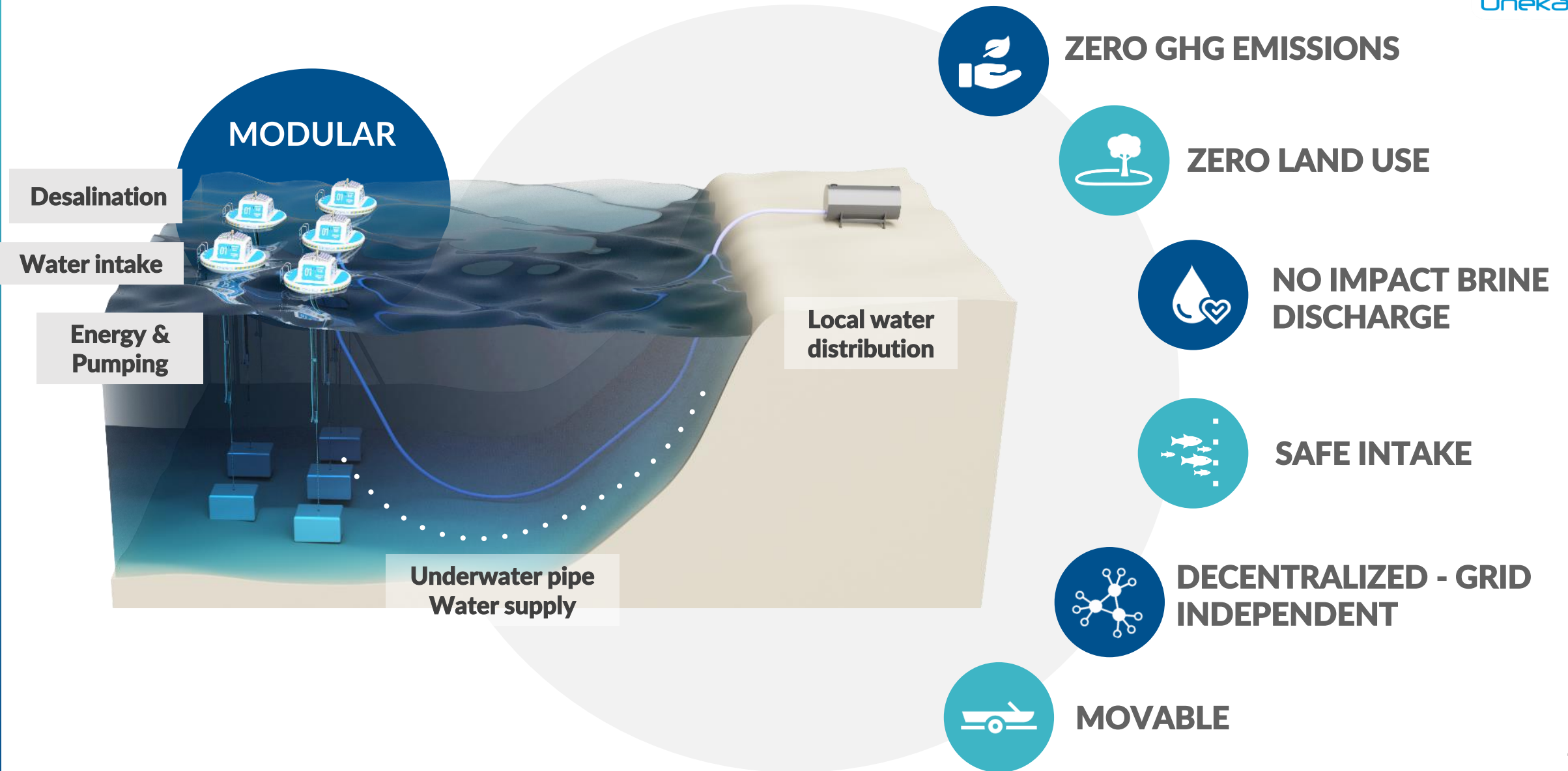
ENERGY
(Waves)

PROXIMITY
(to coastal
populations)

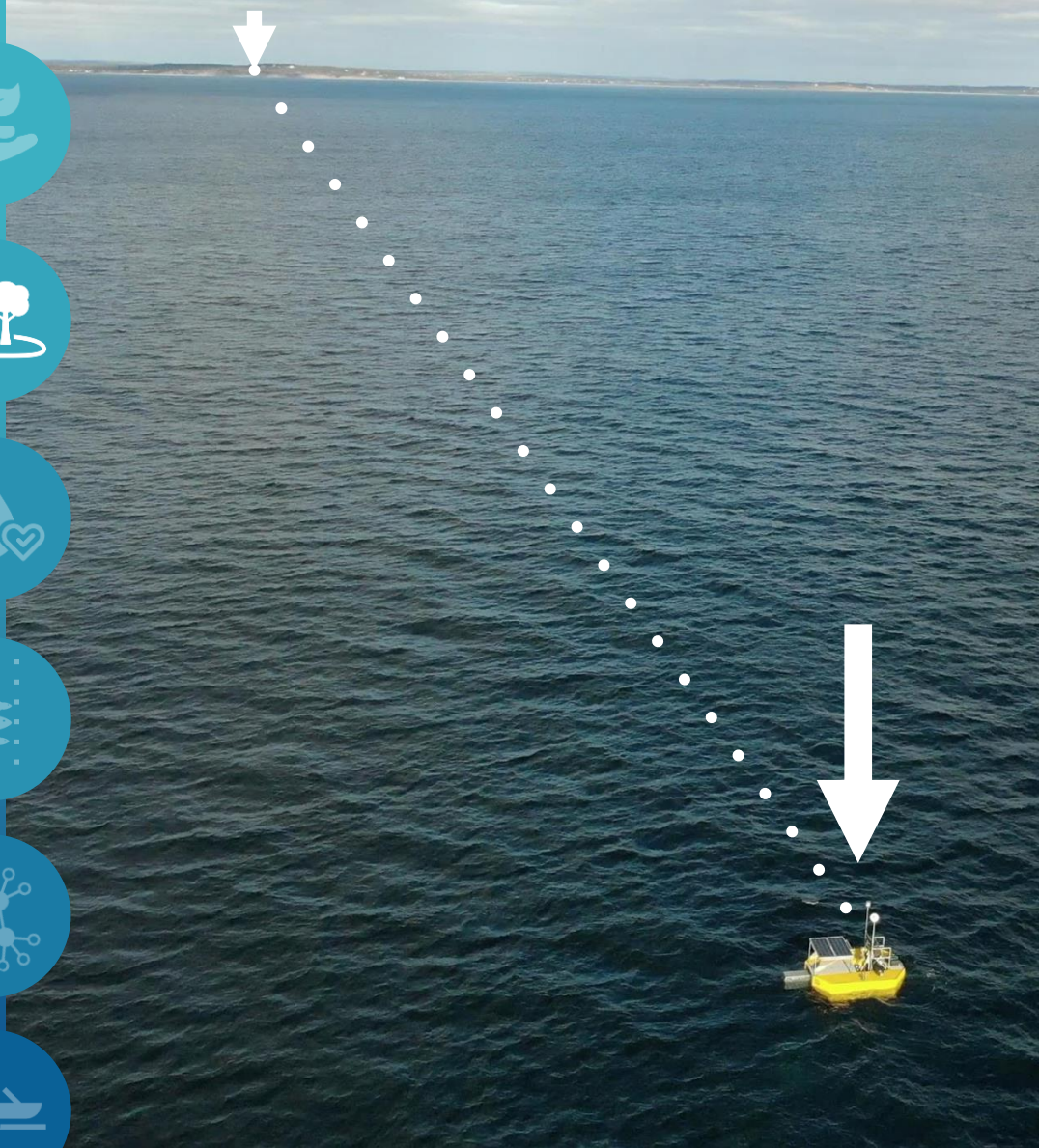
ONEKA SUSTAINABLY TURNS WAVES INTO WATER



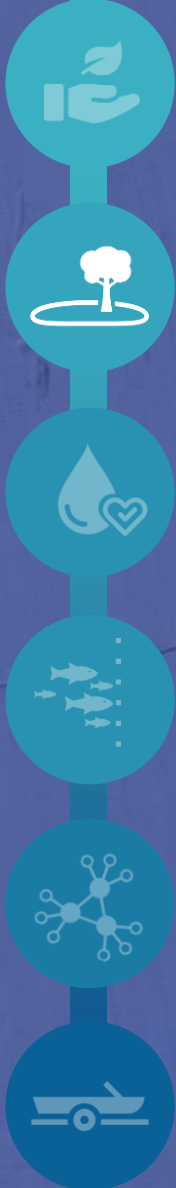
ONEKA'S WATER TAP FROM THE OCEAN



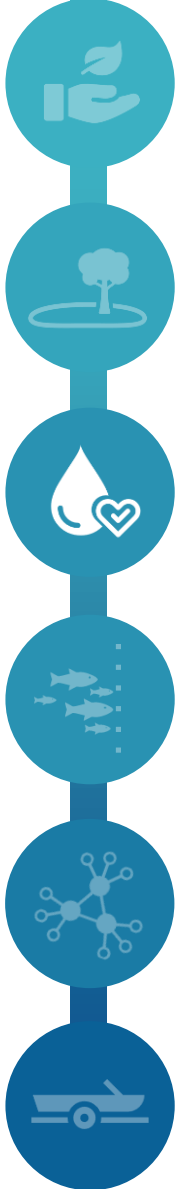
No Land or Visual Impact



Compared to Solar Powered Desal

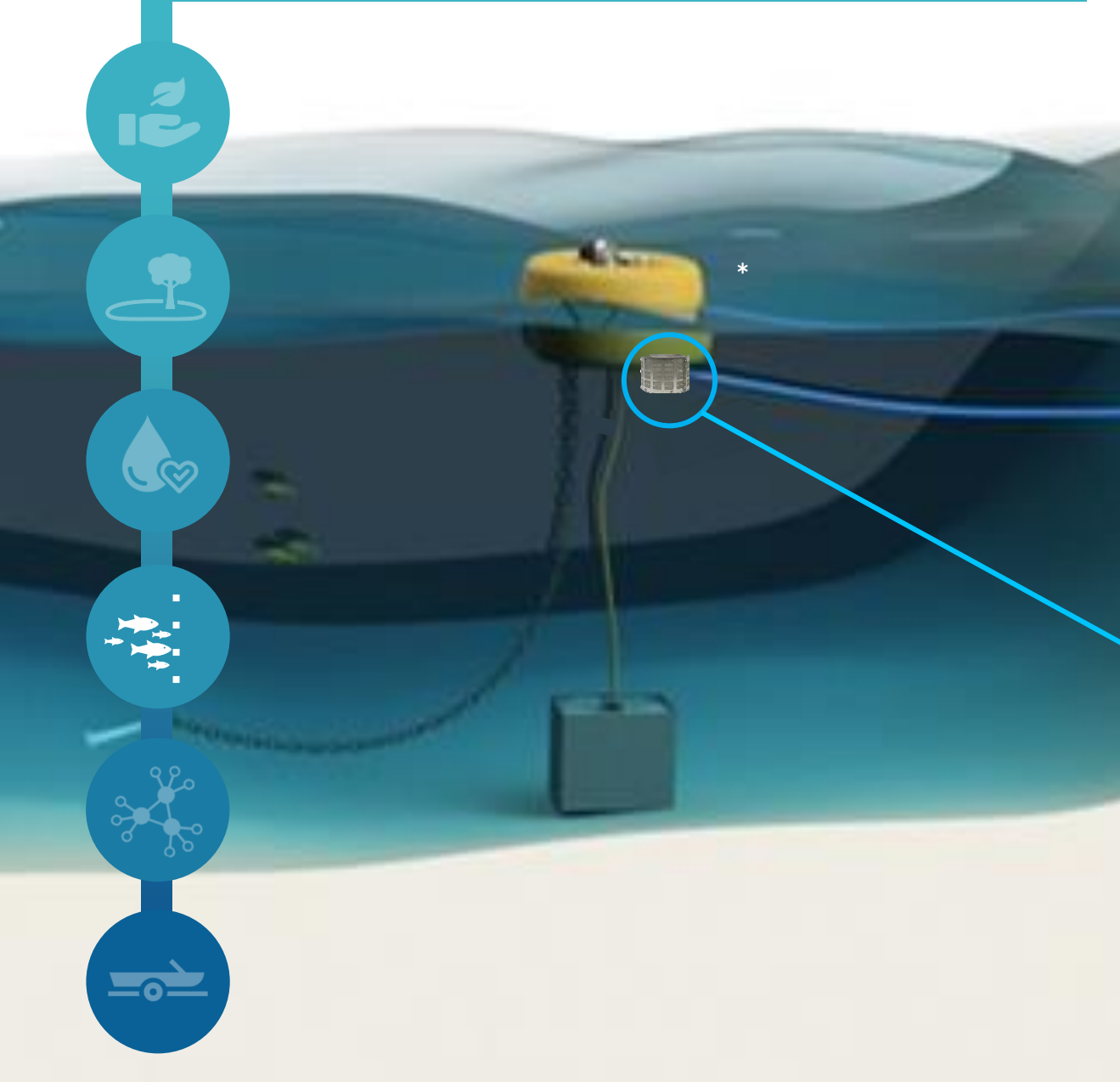
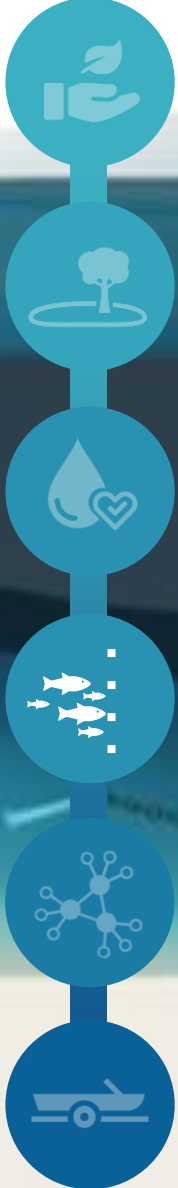


Responsible Brine: Low Concentration + Effective Diffusion



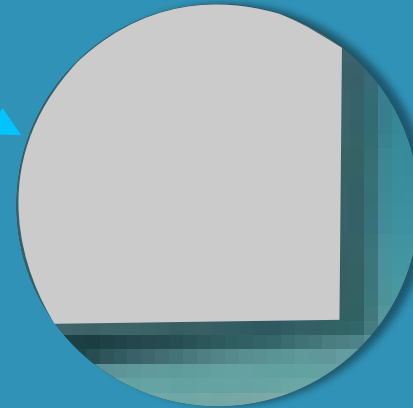
	WAVE POWERED DESALINATION	CONVENTIONAL DESALINATION
Salinity	<p>±35% higher salinity than seawater</p> <p>High efficiency energy recovery enables low recovery and reduces membrane fouling</p>	<p>±100-150% higher salinity than seawater</p> <p>Maximize recovery for energy cost efficiency, results in high salinity brine</p>
Diffusion	<p>Brine released over a vast area</p> <p>Modular system, offshore release combined with wave action mixing</p>	<p>Localized brine released zone</p> <p>Released from the coast, any diffusion systems are an additional burden or cost</p>
Result	<p>The salinity variation is extremely limited</p>	<p>Localised salinity increase can be significant in some cases</p>

Safe Intakes



Engineered to protect sea life:

- ✓ 60-micron-size intake holes to prevent harmful impact on ecosystems (adjustable)
- ✓ Backwashed to reduce maintenance and ensure enhanced suction protection



*ONEKA ICECUBE UNIT
AS AN EXAMPLE
(EMERGENCY RELIEF)

Decentralized Water Output: Minimize Infrastructure Costs

SANTA CATALINA ISLAND EXAMPLE

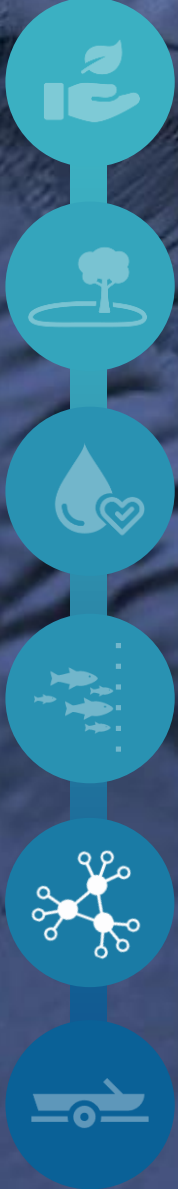
Two Harbours Community & Water Reservoir

Required water distribution pipe \pm 13 mi

Desalination plant

0 1.5 3 mi

Map data ©2019 Google



Easily Movable



- ✓ Towed by a boat
- ✓ Installation and removal:
 - Less than 2 hours/unit



RESPONSIBLE MATERIALS



Which represents :

P1

30,000 



Iceberg

150,000 

Typical Small Project (500 m³/d)

1,500,000 

PROVEN AND RELIABLE TECHNOLOGY



- #1 trial: Extreme wave conditions in Canada
- #2 trial: Tough feed water in Florida
- #3 trial: Deployment at user site in Chile



Survived Storms with
14 ft Hs Waves (near 20ft max)



10 m³/d capacity

**Ocean-Test Early
Learn and Iterate Rapidly**



V1



V2



V3



V4



V5

FULL PROJECT DEPLOYMENTS

FL, USA



FL Coastal community

- Gated community
- Water as a service agreement
- Well placed for Caribbean potential users to see

**300 m³/d in water need
(75k gal/day)**

300 T CO₂_{eq}/yr
avoided

Baseline: conventional
desalination solution

Status:

- Commissioning late 2022/early 2023

CHILE



Cofradia Nautica Del Pacifico

- Marina near Santiago
- Launching pad for Chile

50 m³/d

50 T CO₂_{eq}/yr avoided

Baseline: conventional
desalination solution

Status:

- Operating (commissioned in July 2022)
10 of 50 m³/d installed

SUSTAINABLE DESALINATION PROJECT PROPOSAL

CITY OF FORT BRAGG



Project deployed
in phases

Array of Oneka
desalination buoys*

Underwater pipe

Connection to
water storage
and distribution

Fort Bragg
Wastewater
Treatment Plant

SUSTAINABLE DESALINATION PROJECT PROPOSAL

CITY OF FORT BRAGG



Oneka would work with local partners to provide you a turnkey water-as-a-service solution that includes :



**Employment of
Local Contractors**



**Training Program for
Local Technicians for
O&M**



**Permitting with
Local Agencies &
Partners**



**Custom Project
Design & System
Manufacturing**



**Water Needs & Site
Analysis**



**Offshore
Installation**



Project Financing



**Monitoring of Water
Quality & System
Performance**

SOCIAL, ENVIRONMENTAL & ECONOMIC IMPACT



DESALINATION PROJECT PROPOSAL TO THE CITY OF FORT BRAGG



No Capital Expenses

For equipment purchase



0 Years Payback



Fixed Water Costs

No more water rate increases



Transition to Sustainable Desalination

Aligned with your Blue Economy Initiative



Increases Community Resilience to Drought



Long Term Solution & Reduced Energy and Water Costs. No need to buy a new desalination plant

PERMITTING PROCESS STRATEGY

Two tier permitting strategy:
Accelerated and Traditional
dual paths.

Working with:



TWO TIER PERMITTING PROCESS STRATEGY



ACCELERATED

The California Ocean Plan's Desalination Amendment (OPA) provisions apply to the buoys under most circumstances. Under the two following conditions the OPA would not apply:

1. “desalination facilities that are operating to serve as a critical short-term water supply during a state of emergency declared by the Governor” would not need to comply with any of the OPA;

2. “portable desalination facilities that withdraw less than 0.10 (MGD) of seawater and are operated by a governmental agency” would not need to comply with the OPA in the following sections:

- o Chapter III.M.2 (Water Code section 13142.5(b) Determinations for New and Expanded Facilities: Site, Design, Technology, and Mitigation Measures Feasibility Considerations),
- o Chapter III.M.3 (Receiving Water Limitation for Salinity), and
- o Chapter III.M.4 (Monitoring and Reporting Programs).

TWO TIER PERMITTING PROCESS STRATEGY



TRADITIONAL (would conduct all concurrently)

1. **Entrainment Study.** A technical, field sampling study to determine what impact the seawater withdrawal will have on the plankton resources that include fish larvae.
2. **Benthic Habitat Survey.** A sonar survey of the seafloor to document the area's habitat to determine what type of seafloor habitat is present (rocky reef, kelp, sandy bottom, or some combination).
3. **Water Need.** Ideally this must be cataloged in a water planning document from the local water authority.
4. **Subsurface Intake Feasibility.** The Oneka buoy includes an integrated surface water intake. Therefore, before it can be used, at least at utility scale, the feasibility of a subsurface intake must be determined.
5. **Brine Discharge Technology Empirical Study.**
6. **Essential Fish Habitat Assessment.** A review by the National Marine Fisheries Service to ensure the project does not have an adverse impact on any Federally managed fisheries.
7. **Sensitive Species Survey.** A survey to ensure the installation and operation will not adversely impact any sensitive species in the area.

EXCELLENT TRACK RECORD IN PERMITTING

Past permitting sites

FORT PIERCE DEMO SITE, FL, USA (2017-2022)

5-year authorization used for V4, V5, P1, S1
(Approved or exempted by USCG, USACE, FDEP)

OCEAN VILLAGE, FL, USA (NOW-)

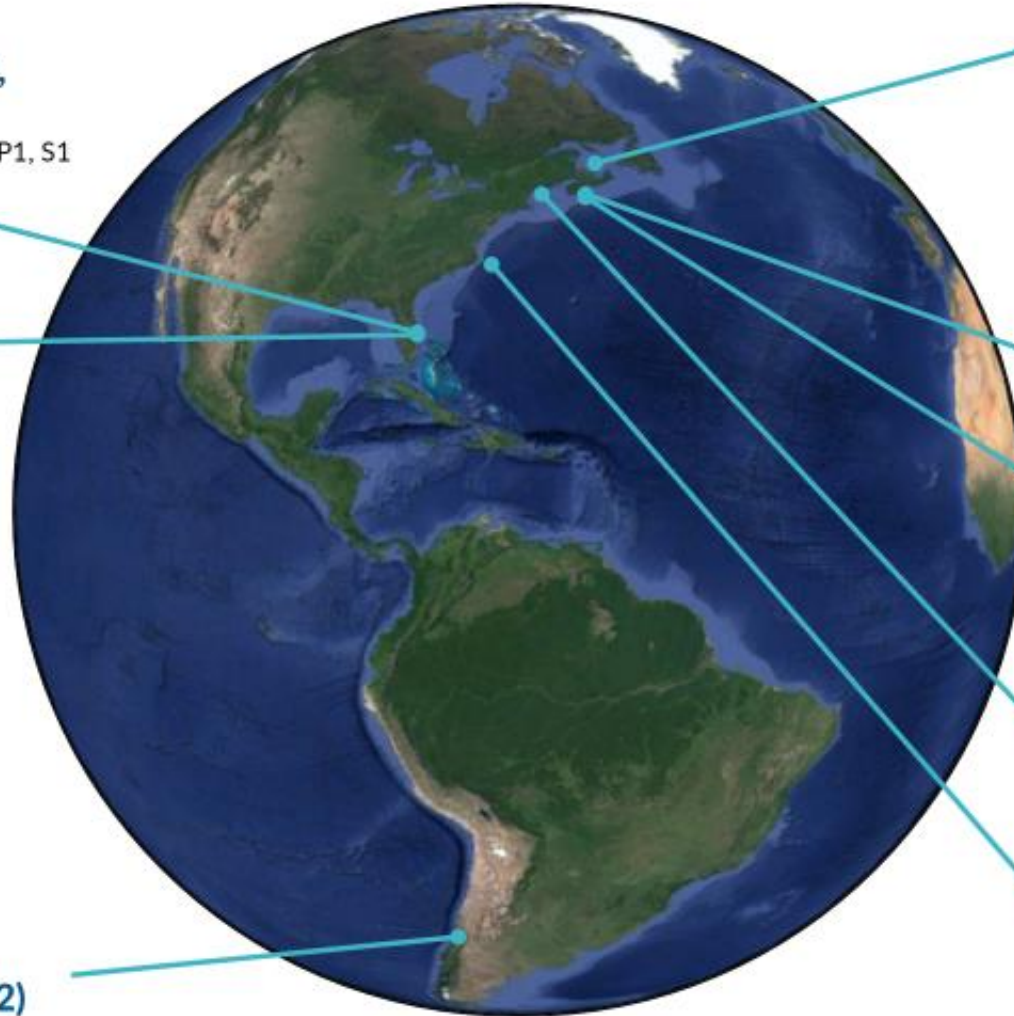
5-yr+ Commercial site permitting
Including pipe to shore
(Reviewed by USCG, USACE, FDEP, FWC, FWS, NFMS)

Steps completed: brine release, navigation hazards, animal entanglement, coral reefs (hard bottoms impacts), turtle nesting, public noticing etc. currently finishing the lease as the final step)



COFRADIA SITE, ALGARROBO, CHILE (2022)

1-yr Commercial demo permit including pipe to shore and optional on-shore process plant (led by our partner REDE)



MAGDALEN ISLANDS, QC, V1 TESTING

in partnership with CTMA - 1 week

NOVA SCOTIA



HALIFAX

EASTERN PASSAGE, NS, P1 TESTING (2020-2021)

1 month testing, 1 year authorization

COW BAY, NS, S1 DEMO (2021)

7 months authorization, including pipe to shore and process plant on shore for Snowflake
(Approved or exempted by Transport Canada, NSLF, DFO & Municipality)

SCARBOROUGH BEACH, ME, V3 TESTING (2016-2017)

4 to 12 mth authorization for testing and improvements

WILMINGTON, NC, USA, V2 TESTING, (2016)

in partnership with local partner - 2 weeks

PERMITTING



ENVIRONMENT: OCEAN

ENVIRONMENT: BEACH & COAST

NAVIGATION

AGENCIES



KEY CONCERN(S)

- Hard bottom impacts
- Brine
- Animal Entanglements

- Turtle nesting
- Coastal plants/
land use or impact

- Boat's safety
- Visibility
- Interference for navigation

MITIGATIONS

- Optimized route for minimal impact
- Pipe anchor design designed for 50 yr events
- Intrinsic low brine impact

- Horizontal directional drilling to avoid any influence on turtles
- No land use due to product's nature

- Safety and visibility features added to the buoys
- Array to be chartered
- Long spacing between buoys for smaller boats

ICECUBE CLASS AWARD WINNING DEVICE

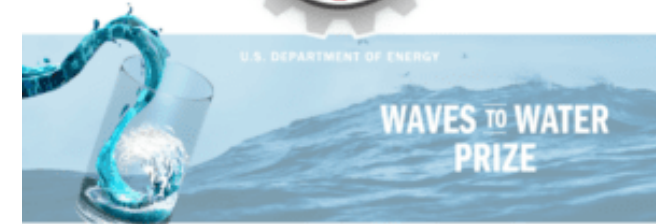
SMALL-SCALE

Capacity/unit : 250 Gallons per day

Size: 5 ft



US DOE - WAVES TO WATER PRIZE



- World Renowned Competition
- Total Grants of \$1,3M CAD
- Grand Prize Winner
 - Best of overall score
 - Most water produced
 - Simplest assembly & Simplest deployment

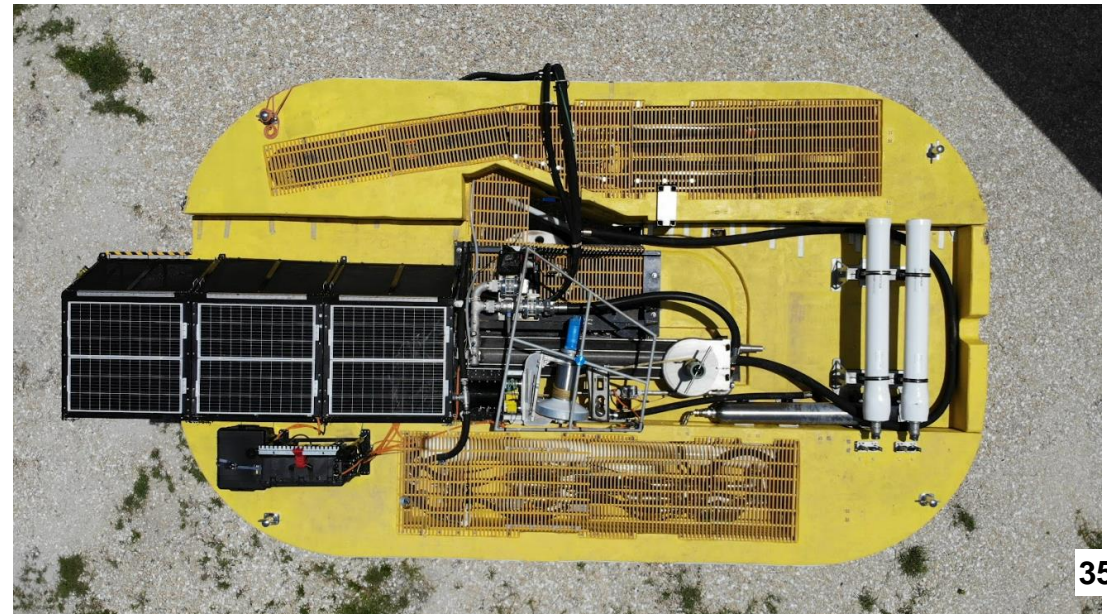
ONEKA'S ICEBERG

MID-SIZE

Project deployment : < 400 GPM installations

Capacity/unit : 5.5 - 9.2 GPM

Ed diameter : 20 ft



HOW ONEKA CAN SUPPORT FORT BRAGG



TRANSITION

to a sustainable water solution



ALIGNMENT

with your Blue Economy Initiative



INCREASE

community resilience to climate change



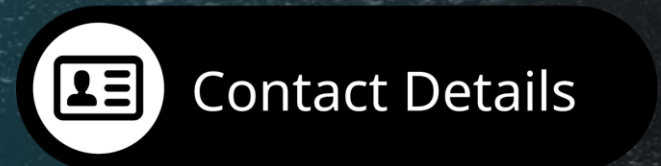
CONTACT US!

Oneka Technologies

Dragan Tusic, CEO & Founder

Dragan@OnekaWater.com

+1 819-485-0335





APPENDICES

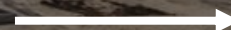
**WATER
SCARCITY**



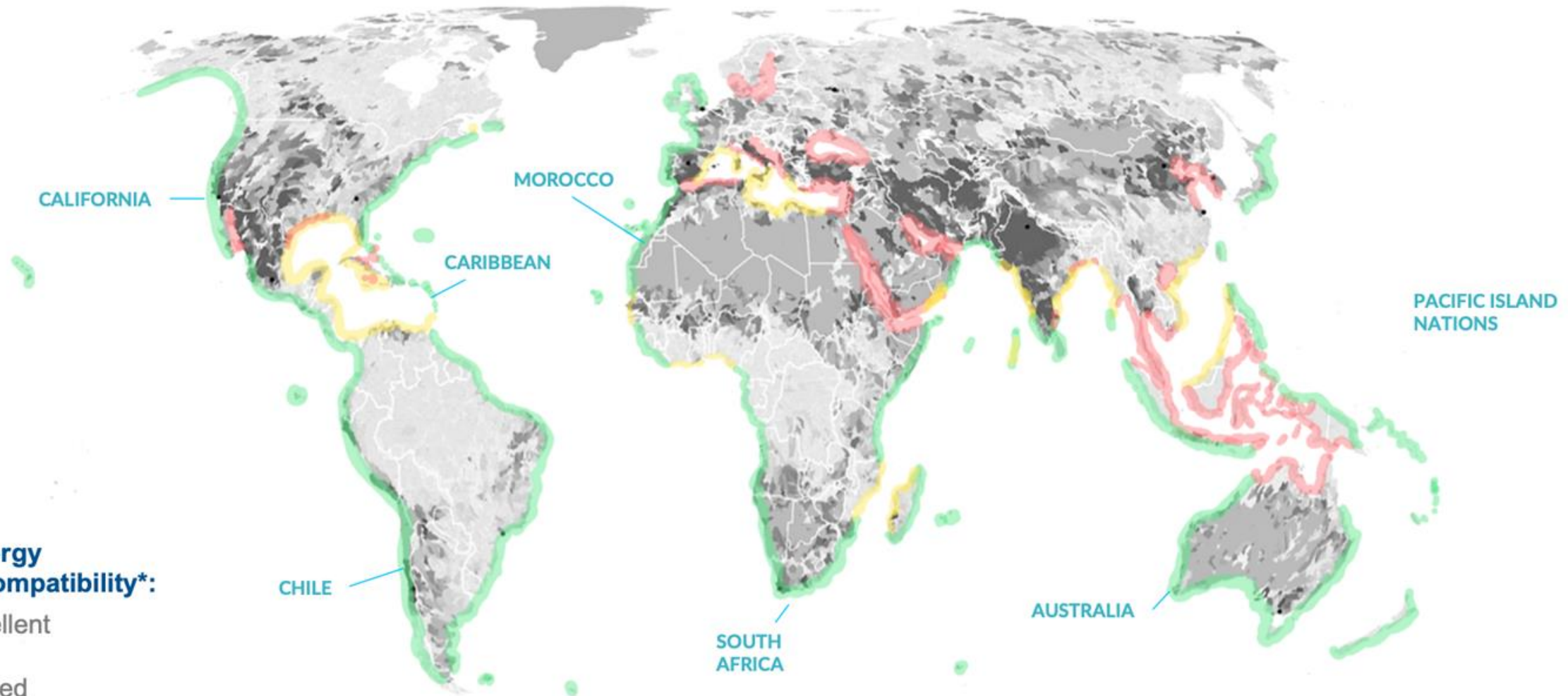
**CONVENTIONAL
DESALINATION**



**CLIMATE
CHANGE**



WAVE ENERGY MEETS WATER SCARCITY



Wave Energy density compatibility*:

- Excellent
- Ok
- Limited

*approximative zones for indicative purposes

Market examples facing water scarcity

ONEKA SUSTAINABLY TURNS WAVES INTO WATER



**NO
ELECTRICITY**

**\$0
ENERGY COST**

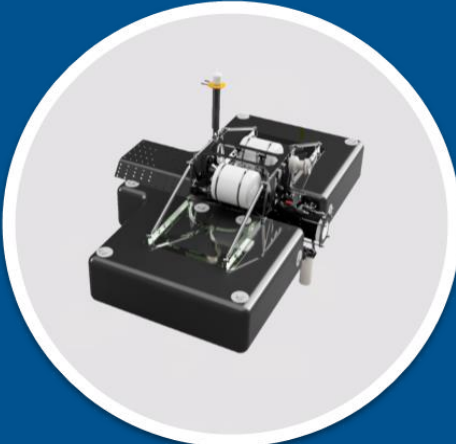
SIMPLICITY

MARKETS & PRODUCT CLASSES

CURRENT

SMALL-SCALE

Remote coastal bases, disaster recovery, coastal refugee camps



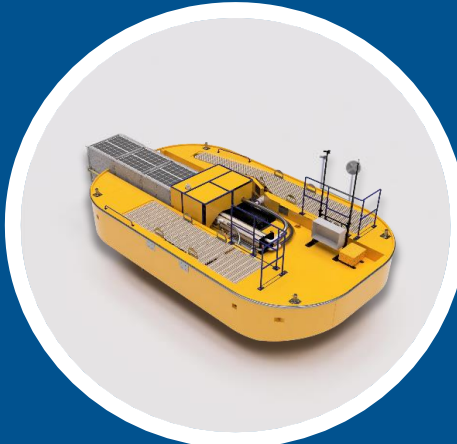
ICECUBE CLASS



- Capacity: 1 m³/day
- Diameter: 1.5 m

MID-SIZE

Communities, Resorts/Tourism, Small Industries.



ICEBERG CLASS < 2000 m³/d deployments

- Capacity: 50 m³/day per u.
- Eq. diameter: 6 m

UPCOMING

UTILITY SCALE

Municipal, Mining, Large industries, Ag.



GLACIER CLASS < 20,000 m³/d deployments

- Capacity: 500 m³/day per u.
- Eq. diameter: 12-15 m

ONEKA GLACIER

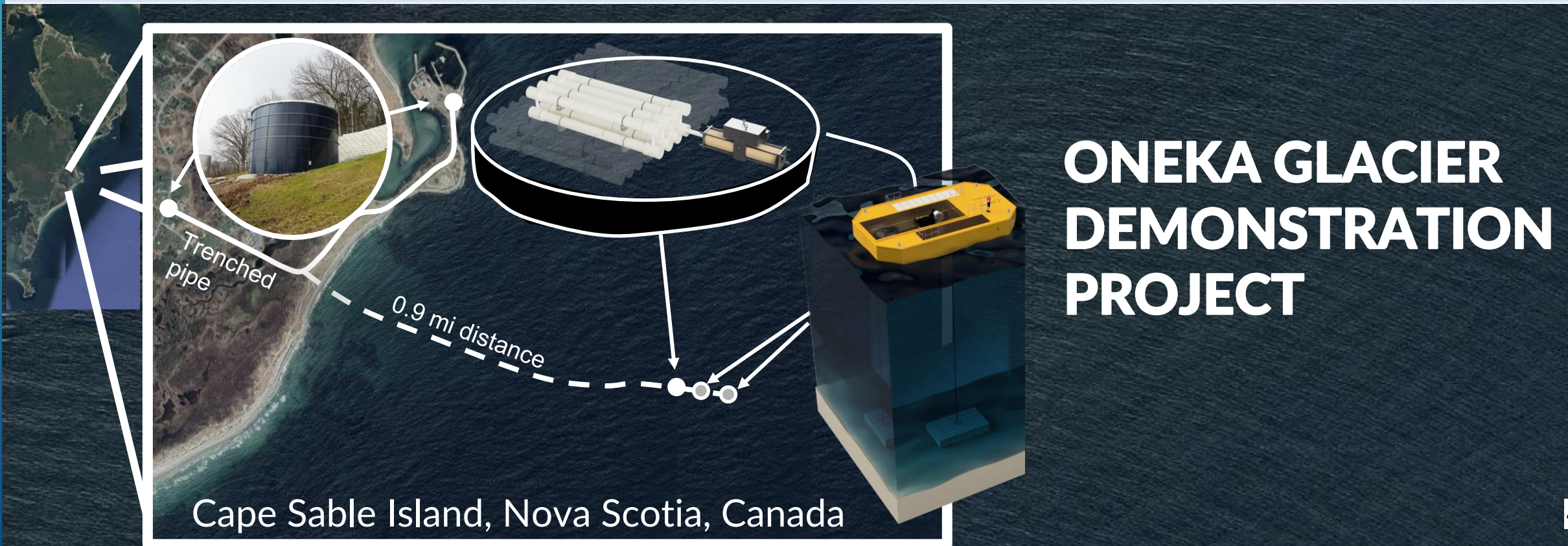
UTILITY SCALE PROJECTS

Project deployment : < 4000 GPM installations

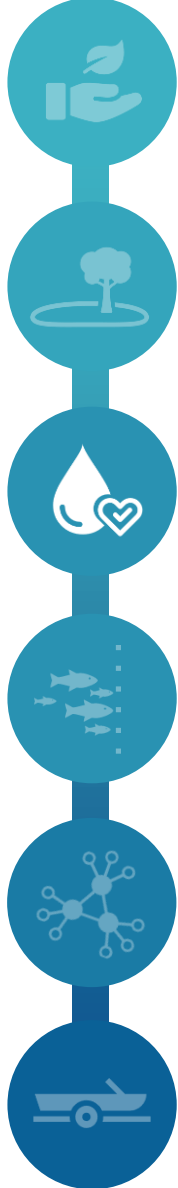
Capacity/unit : 92 GPM

Eq diameter : 40-50 ft

For locations with water access issues and where energy cost, population density and environmental awareness are high.



Responsible Brine: Brine Outfall Example



Brine Specifications

Salinity Increase

+ 2000 ppm California's salinity increase limit at 100m radius

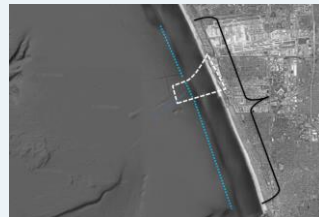
WAVE-POWERED DESALINATION LOS ANGELES PROJECT EXAMPLE (SAME CAPACITY)

Brine with a salinity of +10,000 ppm (+30%) diffused over 10 km

under +100 ppm

Based on a preliminary calculation using local currents, wave climate information

Diluted over 10 km



Potential alternative:

Mix it with the Hyperion's waste water outfall. 10x diffusion released 5 miles offshore with over 200ft depth

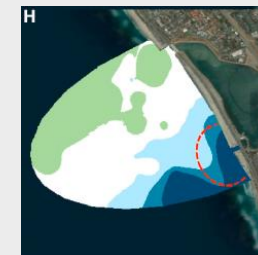
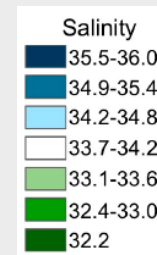
SAN DIEGO'S CARLSBAD DESAL PLANT

Brine with a salinity of + 45,000 ppm (+ 120%) diluted 10x in a powerplant's outflux and diffused at a single point right on the shallow beach

+2700 ppm

Value measured at over 200m from the outfall. Carlsbad got a derogation to move the point of measure to 200m instead of 100m. The impacts on the environment seem limited event in that situation. (Peterson, 2019)

Sanity variation chart



MANAGEMENT



DRAGAN TUTIĆ, P. Eng
Founder & CEO

- Vision
- Partnerships & Team
- Strategic planning & Sales
- Fundraising



ALAIN-OLIVIER DESBOIS, CFA
EVP Impact, Partnership, Financing

- 25 years experience impact financing, Cleantech VC, coach and strategist for startups and PE/VC funds



SHAWN MEYER-STEELE,
Chief Commercial Officer

- Desalination market veteran
- Caribbean Desal Asso. President
- Previously with Ionics, VP ERI, VP Seven Seas Water (all exited)



JOEL DION P.Eng PhD
Lead Engineer

- Experienced in innovative R&D product development
- Complex problem solver & synergy with field team

MULTIDISCIPLINARY TEAM OF >25 EMPLOYEES

- ✓ Ocean Engineering and Modelling
- ✓ Mechanical Engineering
- ✓ Marine Operations and Experience
- ✓ Desalination
- ✓ Finance, Sales & Marketing
- ✓ Build dedicated manufacturing team
- ✓ Satellite offices in Nova Scotia, Canada & Florida, USA

ADVISORS & COMMITTEES

BUSINESS DEVELOPMENT



TOM RYAN

Climate Governance Expert
CleanTech Finance &
ESG Metrics Specialist



MARK LAMBERT

Desalination industry and Water
project financing expert. Previously
IDE Tech CEO (Carlsbad Desal)

TECHNICAL ADVISORY BOARD



PETER TYSZEWICZ

Operations, Manufacturing and Scaling
Specialist. CEO Core Energy Recovery,
Previous Executive in Wind, Hydrogen,
Solar, Automotive Sectors



COLIN RYAN

Industrial Equipment Developer
Supply Chain Expert,
Serial Entrepreneur, Former
CanSolv Shenzhen CEO, Effenco CEO



PIERRE CÔTÉ

Expert in membrane and filtration
technologies, Zenon's CTO
Veteran in the Desalination Industry



ALAN TAYLOR

Naval Architecture & Engineer
Renewable Energy Project Finance
Marine Technologies Expert



City of Fort Bragg

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

Text File

File Number: 22-456

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Confirming the Pay Rates/Ranges for the Executive Management Positions of Police Chief and Finance Director/City Treasurer and Establishing Laborer-Water/Wastewater and Laborer-Public Works Classifications

This Resolution authorizes establishment of the Finance Director/City Treasurer classification, authorizes revised Police Chief pay rate/range, and authorizes the establishment of Laborer-Public Works and Laborer-Water/Wastewater classifications retroactive to July 25, 2022.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
CONFIRMING PAY RATES/RANGES FOR EXECUTIVE MANAGEMENT
POSITIONS OF POLICE CHIEF AND FINANCE DIRECTOR/CITY
TREASURER AND ESTABLISHING LABORER-WATER/WASTEWATER AND
LABORER-PUBLIC WORKS CLASSIFICATIONS**

WHEREAS, the Fort Bragg City Council approves all salary schedules which include classification titles and compensation rates; 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 City of Fort Bragg City Council approved Resolution 4579-2022 on August 8, 2022 implementing a cost of living adjustment for executive, at-will employees that was effective July 3, 2022; and

WHEREAS, the City has experienced turnover in executive, exempt, at-will classifications of the Finance Director/City Treasurer and Police Chief classifications and desires to stabilize operations; and

WHEREAS, the City's Assistant Finance Director has been serving as the Acting Finance Director since July 4, 2020 and has successfully performed the oversight of the Finance Department since the resignation of the former Finance Director, Victor Damiani; and

WHEREAS, the Finance Director/City Treasurer classification pay rate/range was established by Resolution 4579-2022 approved by the City Council on August 8, 2022; and

WHEREAS, in recognition of superior work performance, it is desired to promote current Assistant Finance Director, Isaac Whippy, to the executive management, at-will, Director – Finance/City Treasurer (Finance Director/City Treasurer) classification effective July 25, 2022;

WHEREAS, as Interim Police Chief, John Naulty served the City from February 2, 2020 to June 30, 2022; and

WHEREAS, in order to ensure continuity of leadership of the City of Fort Bragg's Police Department and administration, the City of Fort Bragg conducted and concluded the recruitment process by offering the position of Police Chief to Neil Cervenka, who possesses the necessary skills and experience to perform the duties of the Police Chief; and

WHEREAS, in recognizing Chief Cervenka's extensive experience and background, the City of Fort Bragg revised the pay rate/range for the Police Chief classification as shown in "Exhibit A" retroactive to Chief Cervenka's hire date of July 25, 2022; and

WHEREAS, the City desires to establish the classifications of part-time, less than 20 hours per week, non-bargaining, classifications of Laborer – Public Works and Laborer – Water/Wastewater, and remove the Laborer classification, to better reflect actual duties and aid in staff retention; and

WHEREAS, the City wishes to increase the hourly wage to \$21.00 per hour for the part-time, less than 20 hours per week, Laborer-Public Works classification; and

WHEREAS, the City obtains cost savings of retaining past and current staff to continue performing work in maintaining facilities and parks, to reduce recruitment and staff time costs in the applicable laborer classifications required to effectively recruit the above mentioned classifications for future City Needs; and

WHEREAS, based on all of the above evidence, the City Council finds as follows:

1. The proposed salary increase of the Police Chief classification is allocated in FY 2022-2023 and is necessary in the recruitment and retention of qualified staff.
2. The salary range for Finance Director/City Treasurer is consistent with the Citywide Compensation Plan and stabilizes City operations, and funds have been allocated in FY 2022-2023 by utilizing salary savings from the vacant Finance Director/City Treasurer since July 4, 2020.
3. The establishment of the Laborer-Public Works and Laborer-Water/Wastewater (Part-Time) non-bargaining classifications and associated salary increase of the Laborer-Public Works classification’s pay rate will assist in retention of staff and provide operational support necessary to carry out mission and organizational goals of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the establishment of the Finance Director/City Treasurer salary schedule, the increased compensation of the Police Chief classification, and the establishment of Laborer-Public Works (Part-Time) and Laborer-Water/Wastewater (Part-Time) and the increased compensation of the Laborer-Public Works (Part-Time) to be effective July 25, 2022.

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 26th day of September 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.25.2022 Finance Director/City Treasurer, Police Chief, Laborer-Public Works, Laborer-Water/Wastewater. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Director - Finance/City Treasurer (Executive; At-Will)								
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
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Police Chief (Executive; At Will)								
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

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Text File

File Number: 22-495

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Confirming the Pay Rate/Range for the Executive Management Position of City Manager and Confirming Pay Rates/Ranges for All of City of Fort Bragg Established Classifications

A resolution to incorporate negotiated salary for City Manager classification into Master Salary Schedule for all City of Fort Bragg established classifications.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ESTABLISHING SALARY RATE COMPENSATION PLAN AND CONFIRMING
PAY RATE/RANGE FOR EXECUTIVE MANAGEMENT POSITION OF CITY
MANAGER AND CONFIRMING PAY RATES/RANGES FOR ALL CITY OF
FORT BRAGG ESTABLISHED CLASSIFICATIONS**

WHEREAS, the Fort Bragg City Council approves all salary schedules which include classification titles and compensation rates; 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 City experienced cost savings of the City Manager position vacant from January 3, 2022 to September 12, 2022 and instead being held CalPERS retired annuitants, specifically David Spaur from January 3, 2022 to June 30, 2022 and Peggy Ducey from July 26, 2022 to September 12, 2022; and

WHEREAS, the City of Fort Bragg City Council approved Resolution 4589-2022 on September 12, 2022, to be effective September 13, 2022 approving the execution of an employment agreement for City Manager Peggy Ducey; and

WHEREAS, to execute the employment agreement approved by Resolution 4589-2022 and Resolution No. ID 471-2022, it is necessary to incorporate the negotiated City Manager annual salary of \$178,000 effective September 13, 2022 into the Salary Rate Compensation Plan and confirm pay rates/ranges for all City of Fort Bragg established classifications; and

WHEREAS, based on all of the above evidence, the City Council finds as follows:

1. The negotiated annual salary of \$178,000 for the City Manager classification, an executive, at-will classification is allocated in FY 2022-2023 adopted Budget and is necessary in the recruitment and retention of qualified staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the increased compensation of City Manager classification salary schedule, to be effective September 13, 2022.

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 26th day of September 2022, by the following vote:

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

**BERNIE NORVELL
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
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
Administrative Assistant - Administration (FBEO)								
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
Administrative Assistant - Community Development (FBEO)								
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
Administrative Assistant - Police (FBEO)								
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
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
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
Assistant City Engineer (FBEO)								
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
Assistant City Manager (Executive; At-Will)								
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
Assistant Finance Director (Mid-Management; Non-Bargaining)								
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Planner (FBEO)								
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
Associate Planner (FBEO)								
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
City Clerk (Mid-Management; Non-Bargaining)								
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
City Councilmember (Elected)								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				85.58				
Bi-Weekly				6,846.15				
Monthly				14,833.33				
Annual				178,000.00				
Code Enforcement Officer (FBEO)								
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
Community Services Officer (FBPA)								
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
Construction Project Manager (Mid-Management; Non-Bargaining)								
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
Construction Project Manager (Temporary, Part-time, At-Will)								
				42.39	44.51	46.74	49.08	51.53

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Director - Community Development Department (Executive; At Will)								
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
Director - Finance/City Treasurer (Executive; At-Will)								
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
Director of Public Works (Executive; At Will)								
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
Engineering Technician (FBEO)								
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
Environmental Compliance Coordinator (FBEO)								
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
Finance Technician I (FBEO)								
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
Finance Technician II (FBEO)								
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Finance Technician III (FBEO)								
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
Government Accountant I (FBEO)								
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
Grants Coordinator (FBEO)								
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
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
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
Human Resources Analyst (Confidential; Non-Bargaining)								
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
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Maintenance Worker I - Janitor (FBEO)								
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
Maintenance Worker II (FBEO)								
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker III (FBEO)								
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
Maintenance Worker IV (FBEO)								
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
Maintenance Worker Lead (FBEO)								
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
Mechanic (FBEO)								
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
Office Assistant (Temporary Position)								
Hourly				20.00				
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Operations Supervisor (FBEO)								
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
Police Captain (Mid-Management; Non-Bargaining)								
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

					Step 1	Step 2	Step 3	Step 4	Step 5
Police Chief (Executive; At Will)									
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	
Police Sergeant Intermediate POST (FBPA)									
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	
Police Sergeant Advance POST (FBPA)									
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	
Police Officer Basic POST (FBPA)									
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	
Police Officer Intermediate POST (FBPA)									
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	
Police Officer Advance POST (FBPA)									
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	
Police Recruit (1040 hours; FBPA)									
Hourly				27.88					
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)									
Hourly				18.00					
Public Works Administrative Analyst (FBEO)									
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	
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)									
Hourly				18.00					

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Social Services Liaison-Crisis Worker (Temporary, Full-Time)								
Hourly				25.00				
Social Services Liaison-Crisis Worker (Temporary, 80% Part-Time)								
				25.00				
Systems Analyst - Lead (Confidential; Non-Bargaining)								
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
Systems Analyst (Confidential; Non-Bargaining)								
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
Systems Technician (FBEO)								
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
Treatment Plant Operator-in-Training (FBEO)								
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
Treatment Plant Operator I (FBEO)								
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
Treatment Plant Operator II (FBEO)								
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
Treatment Plant Operator - Wastewater, Lead (FBEO)								
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 9/13/2022 City Manager salary update. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
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: 22-472

Agenda Date: 9/26/2022

Version: 2

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Approving Contract Amendment with SHN Consulting Engineers & Geologists, Inc. for Construction Support Services for the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project and Authorizing the City Manager to Execute Amendment (Total Contract Amount Not to Exceed \$50,000)

The City entered into a Contract with SHN on April 18, 2022 in an amount NTE \$25,000. Construction support is needed through completion of the project and sufficient funds are budgeted under the Community Development Block Grant Program Award 17-CDBG-12020 to cover the increased contract amount NTE \$50,000. There will be no impact to the General Fund.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING CONTRACT AMENDMENT WITH SHN CONSULTING
ENGINEERS & GEOLOGISTS, INC. FOR CONSTRUCTION SUPPORT
SERVICES FOR THE PARENTS AND FRIENDS CYPRESS STREET
RESIDENTIAL CARE FACILITY FOR THE ELDERLY PROJECT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT (TOTAL
CONTRACT NTE \$50,000)**

WHEREAS, on April 18,2022, the City of Fort Bragg (“City”) entered into a Professional Services Agreement (“Contract”) in an amount not to exceed \$25,000 with SHN Consulting Engineers & Geologists, Inc. (“Consultant”) for professional services in support of the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project on a time and materials basis; and

WHEREAS, the Consultant has demonstrated expertise in construction management and grant administration; and

WHEREAS, construction site issues required Consultant to exceed estimated amount of hours in support of the project; and

WHEREAS, the City requires additional and ongoing professional services in construction management and grant administration assistance in order to meet the demand of current workload and provide staff expertise; and

WHEREAS, the City desires to change the contract amount from \$25,000 to \$50,000; and

WHEREAS, the costs associated with this contract would be paid through grant funds from the State of California Community Development Block Grant Program (“CDBG”) and sufficient funds are budgeted under CDBG Award 17-CDBG-12020; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.050, the City Manager’s signing authority for change orders may not exceed 10% of the approved contract cost; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve an Amendment to the Professional Services Agreement with SHN Consulting Engineers & Geologists, Inc. and authorizes City Manager to Execute Contract (Total Contract Amount Not to Exceed \$50,000).

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 26th day of September, 2022, by the following vote:

**AYES:
NOES:
ABSENT:**

**ABSTAIN:
RECUSED:**

**BERNIE NORVELL
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**



Project Modification Agreement

Project Title:	COFB Parents & Friends Construction Support
Client:	City of Point Arena
Job Number:	422022
Project Manager:	Jason Island
Change No.:	1

Scope of Services Change:

To meet the need of continued Construction Support Services (Grant Administration Assistance, Labor Standards Compliance Support, and Construction Inspection Services) for the PFI Cypress Street Residential Care Facility for the Elderly Project until project completion additional budget in needed. Please see attached for further Scope of Work detail.

Impact To:

Initial Budget: _____

Current Budget: \$25,000 (Reflecting Prior Changes)

Budget Change: \$ 18,270.00 (Addition or Reduction +/-)

Revised Budget: \$43,270

Initial Schedule: N/A (Wks)

Current Schedule: N/A (Reflecting Prior Changes)

Schedule Change: 0 (Addition or Reduction +/- Wks)

Revised Schedule: 0 (Wks)

Other: _____ N/A

Individuals Endorsing Change:

Jason Island _____ X Jason Island

SHN Project Manager _____ (signature)

SHN Project QA/QC _____ X _____

(signature)

Authorization to Proceed with Change:

SHN Consulting Engineers & Geologists, Inc. _____ X _____

Client _____

Date: _____ Date: _____



Reference: 422022

August 29, 2022

Lacy Peterson
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

**Subject: Parents and Friends, Inc. Residential Care Facility for the Elderly
Construction Support Services – Contract Amendment**

Dear Lacy Peterson:

Thank you for allowing SHN the opportunity to provide Labor Standard and Construction Support Services for the Parents and Friends, Inc. Residential Care Facility for the Elderly Project.

As requested we have prepared a scope of work with budget detail to meet the continued need for Construction Support Services provided by SHN through project completion, with an estimated project completion date January 31, 2023.

Scope of Work

Task 1 Grant Administration Assistance

SHN's scope of work associated with the grant administration assistance, is expected to consist of the following tasks:

- Assist in the oversight of project specific administration as requested.
- Assist with CDBG grant-related requirements as requested.
- Review all plans, specifications, contract documents prior to construction start date in order to obtain any needed clarification.
- Attend coordination and progress meetings with the project team, as requested.

Task 2 Labor Standards Compliance Support

SHN will perform labor compliance support services on an on-call basis. We will perform these services as follows:

- Provide, as requested, on-site inspections to meet required state and federal labor standards requirements.
- Provide, as requested, off-site improvement inspections to meet required state and federal labor standards requirements.
- Complete and provide, as requested, Employee Interviews with required labor classifications.
- Verify classifications and rates for all contractors at the project outset, verify online payroll submissions to the Department of Industrial Relations, assist with Certified Payroll Verifications as needed, and verify compliance with



Lacy Peterson

PFI Residential Care Facility for the Elderly Project Proposal, Contract Amendment

August 29, 2022

Page 2

- Apprentice requirements.
- Attend requested meetings and conference calls.

Task 3 Construction Inspection Services

SHN will provide the following support services during construction:

- Attend weekly construction meetings, as requested.
- Site visits, as required, to inspect on-site and off-site improvements to ensure compliance with City standards.

Task 3 Assumptions

Task 3 Scope was prepared with the following assumption:

- Construction management is not included.
- Mendocino County will perform inspections on buildings.

Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in each task. SHN shall be free to adjust budgets between Tasks 1, 2, and 3 as needed, as long as the total fee is not exceeded.

Task 1:	Grant Administration Assistance	\$9,450
Task 2:	Labor Standards Compliance Assistance	\$2,700
Task 3:	Construction Inspection Services	<u>\$6,120</u>
Total Not to Exceed Cost		\$ 18,270

Schedule

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.

Thank you for this opportunity to submit a proposal for the PFI Residential Care Facility for the Elderly Project. Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

SHN



Jason Island, PE
Senior Civil Engineer

Attachment Fee Schedule





Consulting Engineers & Geologists, Inc.

Fee Schedule January 1, 2022

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position ¹	Hourly Rates		
Senior Engineer	\$ 160.00	-	\$ 210.00
Senior Geotechnical Engineer	\$ 150.00	-	\$ 200.00
Senior Engineering Geologist	\$ 150.00	-	\$ 200.00
Senior Geologist	\$ 140.00	-	\$ 180.00
Senior Planner	\$ 130.00	-	\$ 180.00
Senior Environmental Scientist	\$ 150.00	-	\$ 190.00
Senior Land Surveyor	\$ 130.00	-	\$ 170.00
Project Manager	\$ 100.00	-	\$ 180.00
Project Engineer	\$ 110.00	-	\$ 150.00
Project Geologist	\$ 110.00	-	\$ 155.00
Project Land Surveyor	\$ 100.00	-	\$ 130.00
Associate Planner	\$ 90.00	-	\$ 130.00
Associate Environmental Scientist	\$ 110.00	-	\$ 140.00
Staff Engineer	\$ 90.00	-	\$ 130.00
Staff Geologist	\$ 90.00	-	\$ 130.00
Staff Planner	\$ 80.00	-	\$ 120.00
Staff Environmental Scientist	\$ 90.00	-	\$ 130.00
Staff Land Surveyor ³	\$ 90.00	-	\$ 250.00 ³
Certified Industrial Hygienist	\$ 110.00	-	\$ 155.00
GIS/UAV Specialist	\$ 80.00	-	\$ 135.00
Construction Inspector ³	\$ 90.00	-	\$ 270.00 ³
Lab/Field Technician ³	\$ 90.00	-	\$ 250.00 ³
Survey Technician ³	\$ 80.00	-	\$ 250.00 ³
Engineering Technician/Draftsperson	\$ 90.00	-	\$ 130.00
Technical Writer	\$ 80.00	-	\$ 100.00
Clerical	\$ 70.00	-	\$ 90.00
Expert Witness ^{2,4}	\$ 175.00	-	\$ 275.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work.**

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables

The following direct charges are charged in addition to the hourly charge rates set forth above.

Direct Charges:

CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ 0.15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day

Field Testing and Equipment:

Anchor bolt tension testing	\$ 80.00/day plus operator
CO ₂ Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 50.00/day**
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 75.00/day**
Expendable Supplies	\$ 40.00/day**
Fyrite Meter	\$ 33.00/day**
Generator	\$ 58.00/day**
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 36.00/day
Health & Safety Level D	\$ 35.00/day**
Health & Safety Level C	\$ 60.00/day**
High Pressure Controller	\$ 60.00/day**
Inclinometer	\$200.00/day*
LEL Meter	\$ 73.00/day**
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$145.00/day**
Peristaltic Pump	\$ 50.00/day**
pH/Conductivity Meter	\$ 58.00/day**
Pumps	\$ 45.00/day**
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator

* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Field Testing and Equipment, Continued:

Roto-hammer	\$ 50.00/day**
Skidmore-Wilhelm Bolt Tension Calibration	\$150.00/day
Soil/Gas Purge Pumps	\$ 30.00/day**
Soil Gas Probes	\$200.00/day**
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 29.00/day**
Ultrasonic Test Device	\$ 25.00/hour plus operator
Vapor Extraction System	\$500.00/day**
Water Level Data Logger	\$ 60.00/day**
Water Level Meter	\$ 36.00/day**
Well Point	\$ 50.00/day

Survey Equipment:

GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 300.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*

Laboratory Tests:

Asphalt Briquette Compaction	\$ 75.00/ea. ⁽¹⁾
Asphalt Bulk Specific Gravity	\$ 40.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216)	\$300.00/test
Compaction Curve Check Point	\$100.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 30.00/ea. ⁽²⁾
Concrete Linear Shrinkage (3 Bars)	\$300.00
Concrete Moisture	\$ 50.00/test (floor test)
Consolidation Test	\$350.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.

* 1/2 Day Minimum Charge.
+ 25% Weekly Discount, 40% Monthly Discount.
(1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.
(2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Laboratory Tests, Continued:

Disposable Concrete Molds	\$ 5.00/ea.
Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$225.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 35.00/ea.
Moisture-Density Test	\$ 40.00/ea.
Particle Size Analysis (ASTM 422)	\$150.00/ea.
Percent Crushed Particles	\$200.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$100.00/ea.
Plasticity Index	\$200.00/ea.
R-Value	\$350.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$100.00/ea.
Sand Equivalent	\$100.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 75.00/ea.
Sieve Analysis--Fine	\$ 75.00/ea.
Sieve Analysis--Passing 200	\$ 50.00/ea.
Specific Gravity, Rock	\$ 75.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$100.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 75.00/ea.
Unconfined Compression	\$ 75.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.**

THIS AGREEMENT is made and entered into this 18th day of April, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., a California corporation, 335 S. Main Street, Willits, California 95490 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide labor standard and construction support services for the Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) Project, 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, 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 City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

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 AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Twenty-five Thousand Dollars (\$25,000.00)**.

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 **May 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 **August 31, 2023** 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 Finance Technician **Lacy Peterson**, 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 Senior Civil Engineer **Jason Island, PE** 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:

Jason Island
SHN Consulting Engineers
335 S. Main St.
Willits, CA 95490-3977
Tel: 707-459-4518

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

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.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, 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 brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its

employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. 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 work performed by 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.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, 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

DocuSigned by:
By: David Spaur
David Spaur
Its: City Manager

DocuSigned by:
By: Jason Island
Jason Island, PE
Its: Senior Civil Engineer

ATTEST:

DocuSigned by:
By: June Lemos, MMC
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Keith Collins
Keith P. Collins
City Attorney



Phone: (707) 459-4518 **Email:** info@shn-engr.com **Web:** shn-engr.com
335 S. Main Street, Willits, CA 95490-3977

Reference: 421008

March 7, 2022

Isaac Whippy
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

**Subject: Parents and Friends, Inc. Residential Care Facility for the Elderly
Construction Support Services**

Dear Isaac. Whippy:

Thank you for allowing SHN the opportunity to provide this cost proposal for Labor Standard and Construction Support Services for the Parents and Friends, Inc. Residential Care Facility for the Elderly Project.

We anticipate working with Parents and Friends, Inc. (PFI) and The City of Fort Bragg in the services described in the Scope of Work section of this proposal.

Overall Project Understanding

PFI to construct two residential units with connecting pathways and a new parking lot, new street entrance, and off-site improvements within the city limits at 350 Cypress Street. The project construction will require compliance with ADA standards, LID Stormwater Management Standards, City of Fort Bragg Standards, Coastal Development Permit Standards, and Local, State and Federal Labor Standards, as well as any additional special conditions.

Scope of Work

Task 1 Grant Administration Assistance

SHN's scope of work associated with the grant administration assistance, is expected to consist of the following tasks:

- Assist in the oversight of project specific administration as requested.
- Assist with CDBG grant related requirements as requested.
- Review all plans, specifications, contract documents prior to construction start date in order to obtain any needed clarification.
- Attend coordination and progress meetings with the project team, as requested.



Isaac Whippy

PFI Residential Care Facility for the Elderly Project Proposal

March 7, 2022

Page 2

Task 2 Biological Survey Assistance

SHN will provide:

- Required biological bat survey initial inspection.
- Required bat surveys as outlined in the Coastal Development Permit.

Task 3 Labor Standards Compliance Support

SHN will perform labor compliance support services on an on-call basis. We will perform these services as follows:

- Provide, as requested, on-site inspections to meet required state and federal labor standards requirements.
- Provide, as requested, off-site improvement inspections to meet required state and federal labor standards requirements.
- Complete and provide, as requested, Employee Interviews with required labor classifications.
- Verify classifications and rates for all contractors at the project outset, verify online payroll submissions to the Department of Industrial Relations, assist with Certified Payroll Verifications as needed, and verify compliance with Apprentice requirements.
- Attend requested meetings and conference calls.

Task 4 Construction Inspection Services

SHN will provide the following support services during construction:

- Attend weekly construction meetings, as requested.
- Site visits as required to inspect on-site and off-site improvements to ensure compliance with City standards.

Task 4 Assumptions

Task 4 scope was prepared with the following assumption:

- Construction management is not included.
- Mendocino County will perform inspections on buildings.

Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in each task. SHN shall be free to adjust budgets between Tasks 1, 2, 3, and 4 as needed, as long as the total fee is not exceeded.

Task 1:	Grant Administration Assistance	\$6,500
Task 2:	Biological Survey Assistance	5,500
Task 3:	Labor Standards Compliance Assistance	7,500
Task 4:	Construction Inspection Services	<u>5,500</u>
Total Not to Exceed Cost		\$25,000

Schedule

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.



Isaac Whippy

PFI Residential Care Facility for the Elderly Project Proposal

March 7, 2022

Page 3

Thank you for this opportunity to submit a proposal for the PFI Residential Care Facility for the Elderly Project. Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

SHN

A handwritten signature in blue ink that reads "Jason Island".

Jason Island, PE
Senior Civil Engineer

JGI:alh

Attachment 1. Fee Schedule





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2022

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 Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	CONTACT NAME: Amie Taubman PHONE (A/C, No, Ext): 800-746-0048 FAX (A/C, No): E-MAIL ADDRESS: service@vanoppenco2.com														
INSURED SHNCO-1 SHN Consulting Engineers & Geologists, Inc. 812 W. Wabash Eureka CA 95501	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Beazley - Lloyds 2623/623</td> <td></td> </tr> <tr> <td>INSURER B : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Beazley - Lloyds 2623/623		INSURER B : RLI Insurance Company	13056	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : RLI Insurance Company	13056														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 985901022** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0008911	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PSA0002924	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	PSE0004437	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 XS OF GL/AL/EL \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0004950	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <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 "Claims Made" CPL (Pollution)	Y	Y	ENP 0000232-05	7/1/2021	7/1/2022	Each Claim \$2,000,000 Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE)
 The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as Additional Insured for General Liability as required by written contract. Coverage shall be primary/non-contributory and a Waiver of Subrogation applies, per contract.

CERTIFICATE HOLDER City of Fort Bragg 416 North Franklin 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
--	--

This Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by RLI insurance Company.

RLI Insurance Company
Peoria, Illinois



RLIPack[®] BUSINESSOWNERS DECLARATIONS

Policy Number:PSB0008911 New Renewal of PSB0008911

Named Insured and Mailing Address: **Agent/Broker: C6935**
SHN Consulting Engineers & Geologists, Inc. Van Oppen & Co 2, Inc
812 W. Wabash **P.O. Box 793**
Eureka, CA 95501 **Teton Village, WY 83025**

Policy Period: From 07-01-2021 To 07-01-2022

12:01 A.M. Standard Time at your mailing address shown above.

Legal Entity: Corporation

LOCATION SCHEDULE

Described Premises Address:
Refer to RLIPack Schedule of Locations, PPB 501

Refer to RLIPack Businessowners Supplemental Declarations - Building and Locations Coverages, PPB 111, for coverage details.

Billing Plan: Direct Bill, 20% Down 9 Installments

Audit Frequency: Waived

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

Estimated Premium, excluding Terrorism:

Terrorism Charge:

Applicable Taxes, Fees, and Surcharges:

TOTAL ESTIMATED PREMIUM, TAXES, FEES, AND SURCHARGES:

Countersigned By Authorized Representative

Date: _____

07-07-2021

Policy Number: PSB0008911

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number	Form Title	Applicable In
PPB101 07 16	RLIPack BUSINESSOWNERS COVERAGE FORM	
PPB300 06 10	RLIPack ERISA ENDORSEMENT	
PPB301 01 18	RLIPack FOR DESIGN PROFESSIONALS PROPERTY ENHANCEMENT	
PPB302 04 18	RLIPack FOR PROFESSIONALS EQUIPMENT, TOOLS AND WATERCRAFT ENDORSEMENT	
PPB303 06 10	RLIPack ASBESTOS EXCLUSION	
PPB304 02 12	RLIPack FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT	
PPB307 06 10	RLIPack DISCRIMINATION EXCLUSION	
PPB310 06 10	RLIPack LEAD EXCLUSION	
PPB312 09 13	RLIPack FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION	
PPB313 02 12	RLIPack FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT	
PPB316 11 13	RLIPack FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT	
PPB318 02 15	RLIPack EQUIPMENT BREAKDOWN ENDORSEMENT	
PPB319 11 10	RLIPack GREEN PROPERTY ENDORSEMENT	
PPB347 02 16	RLIPACK FOR PROFESSIONALS EQUIPMENT & TOOLS SCHEDULE	
PPB352 04 17	LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT	
BP0417 01 10	EMPLOYMENT-RELATED PRACTICES EXCLUSION	
BP0448 07 13	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	
BP0498 07 13	EMPLOYEE BENEFITS LIABILITY COVERAGE	
BP0501 07 02	CALCULATION OF PREMIUM	
BP0517 01 06	EXCLUSION - SILICA OR SILICA-RELATED DUST	
BP0541 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES	
BP0577 01 06	FUNGI OR BACTERIA EXCLUSION (LIABILITY)	
BP1203 01 10	LOSS PAYABLE CLAUSES	
BP1506 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION (PERSONAL AND ADVERTISING INJURY ONLY)	
BP0155 07 20	CALIFORNIA CHANGES	
BP0183 11 06	IDAHO CHANGES	
BP0178 03 15	OREGON CHANGES	
ILF0001C 04 16	SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSB0008911

RLI Insurance Company

Named Insured: SHN Consulting Engineers & Geologists, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] FOR DESIGN PROFESSIONALS
LIABILITY ENHANCEMENT**

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. First Aid And Good Samaritan Services**
- B. Supplementary Payments**
- C. Reasonable Force – Bodily Injury Or Property Damage**
- D. Non-Owned Watercraft**
- E. Canoes Or Rowboats**
- F. Damage To Premises Rented To You**
- G. Aircraft Chartered With Crew**
- H. Electronic Data Liability**
- I. Who Is An Insured – Newly Acquired Or Formed Organizations**
- J. Who Is An Insured – Unnamed Partnership Or Joint Venture**
- K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment**
- L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations**
- M. General Aggregate Limit – Per Project Or Per Location**
- N. Knowledge And Notice Of Occurrence Or Offense**
- O. Amended Bodily Injury Definition**
- P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad**
- Q. Amended Personal And Advertising Injury Definition – Electronic Material**
- R. Unintentional Omission**
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

A. First Aid And Good Samaritan Services

1. The following is added to Section II A.1. Business Liability Coverages

We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” arising out of either the rendering of or failure to render, “First Aid” or “Good Samaritan Services” to any person. For the purposes of this coverage grant, “First Aid” or “Good Samaritan Services” will be deemed to meet the definition of “occurrence”. For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of “First Aid” or “Good Samaritan Services” to any one person will be deemed one “occurrence”.

- a. “First Aid” means initial care for medical attention immediately following a “bodily injury”.
- b. “Good Samaritan Services” means medical attention provided in an emergency and for which no remuneration is demanded or received.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

B. Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs **1.(b)** and **1.(d)** are deleted and replaced with the following:

- (b) Up to \$2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for “bodily injury” applies. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off work.

C. Reasonable Force – Bodily Injury Or Property Damage

Section II B.1.a. Exclusions, Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

“Bodily Injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

D. Non-Owned Watercraft

1. Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft Subparagraph **(2)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Up to seventy-five (75) feet long; and
- (b) Not being used to carry persons or property for a charge;

2. Only as respects to the insurance provided by this provision C. Who Is An Insured is amended to include as an insured any person who, with your express consent uses the watercraft.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

E. Canoes Or Rowboats

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft**:

- (6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

F. Damage to Premises Rented to You

1. The last paragraph of Section II B.1. Exclusions – Applicable To Business Liability Coverage is deleted and replaced by the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

2. Section II F.9.a. Liability And Medical Expenses Definitions, is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

G. Aircraft Chartered With Crew

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft**:
 - (6) Any non-owned aircraft chartered to you with a crew including a pilot.
2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

H. Electronic Data Liability

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:
 - q. Electronic Data**
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate “electronic data”. However this exclusion does not apply to “Property Damage”.
2. The following definition is added to **Section II F. Liability And Medical Expenses Definitions**:
“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives,

cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions**, Paragraph 17, is deleted and replaced by the following:

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.
- d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

For the purposes of this insurance, “electronic data” is not tangible property.

I. Who Is An Insured – Newly Acquired Or Formed Organizations

The following is added to **Section II C. Who Is An Insured**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply for “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
3. Coverage does not apply for “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Declarations; and
- b. In which you are a member or partner but only if:
 - (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and
 - (ii) The joint venture or partnership is not providing construction contracting services.
2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
 - a. Only with respect to liability for “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you have entered into that contract or agreement; and

- (1) Only if the “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

- (2) The “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and

- b. The insurance afforded to such additional insured does not apply:

- (1) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you cease to be a tenant in that premises;

- (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

- (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

- (4) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after the equipment lease expires; or

- (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
 - a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph 4. Aggregate Limits. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an “occurrence” or of an offense which may result in a claim must be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to you, one of your “executive officers” (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an “employee” (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other “employee” of an “occurrence” or offense does not imply that you also have such knowledge.

Notice of an “occurrence” or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the “occurrence” or offense to us as soon as practicable after you, one of your “executive officers” (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an “employee” (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the “occurrence” or offense may involve this policy.

O. Amended Bodily Injury Definition

The definition of “bodily injury” in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

“Bodily injury” means injury to the body, sickness, disease, or death. “Bodily injury” also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of “insured contract” in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - c. Any easement or license agreement
2. The definition of “insured contract” in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.
3. The insurance provided by this provision shall be excess over any valid and collectible Railroad

Protective Liability insurance available to an insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of “personal and advertising injury” in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. The definition of “personal and advertising injury” in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
3. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
 - (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;
4. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
 - (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph **C. Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS

Paragraph **K.2. Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage”, “personal injury and advertising injury” arising out of:

- a.** Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

- b.** Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c.** Your “work”; or
- d.** “Your products”.

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:

policy number: ENP 0000232-05

07/01/2021

Endorsement Number: 03

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:

policy number: ENP 0000232-05

07/01/2021

Endorsement Number: 07

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:	policy number: ENP 0000232-05
07/01/2021	Endorsement Number: 11

OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION

This endorsement modifies insurance provided under all coverages applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIV. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

XIV. OTHER INSURANCE

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:	policy number: ENP 0000232-05
07/01/2021	Endorsement Number: 14

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):
All person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

Policy Number: PSE0004437

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICABLE FORMS & ENDORSEMENTS

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number	Form Title	Applicable In
PPU101 07 17	RLIPACK COMMERCIAL EXCESS LIABILITY COVERAGE FORM	
PPU300 06 10	RLIPACK ASBESTOS EXCLUSION	
PPU301 06 10	RLIPACK SILICA EXCLUSION	
PPU302 03 20	RLIPACK FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION	
PPU303 06 10	RLIPACK LEAD EXCLUSION	
PPU304 06 10	RLIPACK FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT	
PPU305 06 10	RLIPACK DISCRIMINATION EXCLUSION	
PPU306 06 10	RLIPACK EMPLOYMENT PRACTICES LIABILITY EXCLUSION	
PPU307 06 10	RLIPACK DAMAGES TO PREMISES RENTED TO YOU EXCLUSION	
PPU308 09 11	RLIPACK UNINSURED/UNDERINSURED MOTORISTS EXCLUSION	
PPU436 05 12	OREGON CHANGES	
RIL2126 11 09	EXCLUSION TERRORISM	
ILF0001C 04 16	SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location**
- B. Additional Insured – Primary/Non-contributory**
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a.** The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1)** injury and damage included in the products-completed operations hazard or;
 - (2)** any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1)** premises involving the same or connecting lots;
- (2)** premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3)** premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSA0002924

RLI Insurance Company

RLIPack® BUSINESS AUTO DECLARATIONS

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
(309) 692-1000

Van Oppen & Co 2, Inc
P.O. Box 793
Teton Village, WY 83025

ITEM ONE

Named Insured: SHN Consulting Engineers & Geologists, Inc.

Mailing Address:

812 W. Wabash, Eureka, CA 95501

Policy Period

From: 07-01-2021

To: 07-01-2022

At 12:01 A.M. Standard Time at your mailing address.

Previous Policy Number:

Form Of Business:

Corporation

Limited Liability Company (LLC)

Individual

Partnership

Other:

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$

Audit Period (If Applicable):

Annually

Semiannually

Quarterly

Monthly

Endorsements Attached To This Policy

See Applicable Forms and Endorsements, RIL-2150

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

Policy Number: PSA0002924

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number	Form Title	Applicable In
CA0001 11 20	BUSINESS AUTO COVERAGE FORM	
PPA300 03 13	RLIPACK BUSINESS AUTO ENHANCEMENT	
PPA301 01 11	RLIPACK DRIVER EXCLUSION	
PSA2345 12 20	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION	
CA2048 10 13	DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE	
CA2345 11 16	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION	CA
CA9903 10 13	AUTO MEDICAL PAYMENTS COVERAGE	
CA9944 10 13	LOSS PAYABLE CLAUSE	
CA0143 05 17	CALIFORNIA CHANGES	
CA0305 10 13	CALIFORNIA CHANGES - WAIVER OF COLLISION DEDUCTIBLE	
CA0424 10 13	CALIFORNIA AUTO MEDICAL PAYMENTS COVERAGE	
CA2154 11 20	CALIFORNIA UNINSURED MOTORISTS COVERAGE - BODILY INJURY	
CA0149 10 13	OREGON CHANGES	
CA2105 01 16	OREGON UNINSURED MOTORISTS COVERAGE - BODILY INJURY	
CA2236 11 16	OREGON PERSONAL INJURY PROTECTION	
IL0270 07 20	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL	
IL0142 09 08	OREGON CHANGES - DOMESTIC PARTNERSHIP	
IL0279 09 08	OREGON CHANGES - CANCELLATION AND NONRENEWAL	
IL0003 09 08	CALCULATION OF PREMIUM	
IL0017 11 98	COMMON POLICY CONDITIONS	
IL0021 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)	
ILF0001C 04 16	SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSA0002924
Named Insured: SHN Consulting Engineers & Geologists, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee's” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee's” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph **H.3.** is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2021
Insured
SHN Consulting Engineers & Geologists, Inc.

Policy No. PSW0004950
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2021
Insured
SHN Consulting Engineers & Geologists, Inc.
Insurance Company
RLI Insurance Company

Policy No.
PSW0004950

Endorsement No.
Premium 63110.68

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.**

THIS FIRST AMENDMENT is made and entered into this 27th day of September, 2022, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., a California corporation, 335 S. Main Street, Willits, California 95490 (“Consultant”).

WHEREAS, the City and Consultant entered into a Professional Services Agreement (“Contract”) on April 18, 2022 in the amount of \$25,000.00; and

WHEREAS, the Contract states that Consultant will provide labor standard and construction support services for the Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) Project as described in Consultant’s Scope of Work attached to the Contract as Exhibit A; and

WHEREAS, additional work is required to complete the Project as described in the Amended Scope of Work attached hereto as Exhibit A; and

WHEREAS, the cost of providing these additional services will increase the overall contract amount by \$25,000.00, for a total Not to Exceed Amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the costs of these services will be paid by the CDBG grant;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for construction support services is hereby amended as follows:

1. SERVICES PROVIDED BY CONSULTANT

Paragraph 1.1 (Scope of Work) is hereby amended to replace Exhibit A to the Contract of April 18, 2022 with the attached **Amended Exhibit A**.

2. COMPENSATION

Paragraph 2.1 (Compensation) is hereby amended to state, “Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Fifty Thousand Dollars (\$50,000.00)**.”

3. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated April 18, 2022, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY

CONSULTANT

By: _____
Peggy Ducey
Its: City Manager

By: _____
Jason Island, PE
Its: Senior Civil Engineer

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com
335 S. Main Street, Willits, CA 95490-3977

Reference: 422022

August 29, 2022

Lacy Peterson
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

Subject: Parents and Friends, Inc. Residential Care Facility for the Elderly Construction Support Services – Contract Amendment

Dear Lacy Peterson:

Thank you for allowing SHN the opportunity to provide Labor Standard and Construction Support Services for the Parents and Friends, Inc. Residential Care Facility for the Elderly Project.

As requested we have prepared a scope of work with budget detail to meet the continued need for Construction Support Services provided by SHN through project completion, with an estimated project completion date January 31, 2023.

Scope of Work

Task 1 Grant Administration Assistance

SHN's scope of work associated with the grant administration assistance, is expected to consist of the following tasks:

- Assist in the oversight of project specific administration as requested.
- Assist with CDBG grant-related requirements as requested.
- Review all plans, specifications, contract documents prior to construction start date in order to obtain any needed clarification.
- Attend coordination and progress meetings with the project team, as requested.

Task 2 Labor Standards Compliance Support

SHN will perform labor compliance support services on an on-call basis. We will perform these services as follows:

- Provide, as requested, on-site inspections to meet required state and federal labor standards requirements.
- Provide, as requested, off-site improvement inspections to meet required state and federal labor standards requirements.
- Complete and provide, as requested, Employee Interviews with required labor classifications.
- Verify classifications and rates for all contractors at the project outset, verify online payroll submissions to the Department of Industrial Relations, assist with Certified Payroll Verifications as needed, and verify compliance with



Lacy Peterson

PFI Residential Care Facility for the Elderly Project Proposal, Contract Amendment

August 29, 2022

Page 2

- Apprentice requirements.
- Attend requested meetings and conference calls.

Task 3 Construction Inspection Services

SHN will provide the following support services during construction:

- Attend weekly construction meetings, as requested.
- Site visits, as required, to inspect on-site and off-site improvements to ensure compliance with City standards.

Task 3 Assumptions

Task 3 Scope was prepared with the following assumption:

- Construction management is not included.
- Mendocino County will perform inspections on buildings.

Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in each task. SHN shall be free to adjust budgets between Tasks 1, 2, and 3 as needed, as long as the total fee is not exceeded.

Task 1:	Grant Administration Assistance	\$9,450
Task 2:	Labor Standards Compliance Assistance	\$2,700
Task 3:	Construction Inspection Services	<u>\$6,120</u>
Total Not to Exceed Cost		\$ 18,270

Schedule

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.

Thank you for this opportunity to submit a proposal for the PFI Residential Care Facility for the Elderly Project. Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

SHN



Jason Island, PE
Senior Civil Engineer

Attachment Fee Schedule





Consulting Engineers & Geologists, Inc.

Fee Schedule January 1, 2022

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates		
Position ¹	Hourly Rates	
Senior Engineer	\$ 160.00	- \$ 210.00
Senior Geotechnical Engineer	\$ 150.00	- \$ 200.00
Senior Engineering Geologist	\$ 150.00	- \$ 200.00
Senior Geologist	\$ 140.00	- \$ 180.00
Senior Planner	\$ 130.00	- \$ 180.00
Senior Environmental Scientist	\$ 150.00	- \$ 190.00
Senior Land Surveyor	\$ 130.00	- \$ 170.00
Project Manager	\$ 100.00	- \$ 180.00
Project Engineer	\$ 110.00	- \$ 150.00
Project Geologist	\$ 110.00	- \$ 155.00
Project Land Surveyor	\$ 100.00	- \$ 130.00
Associate Planner	\$ 90.00	- \$ 130.00
Associate Environmental Scientist	\$ 110.00	- \$ 140.00
Staff Engineer	\$ 90.00	- \$ 130.00
Staff Geologist	\$ 90.00	- \$ 130.00
Staff Planner	\$ 80.00	- \$ 120.00
Staff Environmental Scientist	\$ 90.00	- \$ 130.00
Staff Land Surveyor ³	\$ 90.00	- \$ 250.00 ³
Certified Industrial Hygienist	\$ 110.00	- \$ 155.00
GIS/UAV Specialist	\$ 80.00	- \$ 135.00
Construction Inspector ³	\$ 90.00	- \$ 270.00 ³
Lab/Field Technician ³	\$ 90.00	- \$ 250.00 ³
Survey Technician ³	\$ 80.00	- \$ 250.00 ³
Engineering Technician/Draftsperson	\$ 90.00	- \$ 130.00
Technical Writer	\$ 80.00	- \$ 100.00
Clerical	\$ 70.00	- \$ 90.00
Expert Witness ^{2,4}	\$ 175.00	- \$ 275.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work.**

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables

The following direct charges are charged in addition to the hourly charge rates set forth above.

Direct Charges:

CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ 0.15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day

Field Testing and Equipment:

Anchor bolt tension testing	\$ 80.00/day plus operator
CO ₂ Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 50.00/day**
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 75.00/day**
Expendable Supplies	\$ 40.00/day**
Fyrite Meter	\$ 33.00/day**
Generator	\$ 58.00/day**
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 36.00/day
Health & Safety Level D	\$ 35.00/day**
Health & Safety Level C	\$ 60.00/day**
High Pressure Controller	\$ 60.00/day**
Inclinometer	\$200.00/day*
LEL Meter	\$ 73.00/day**
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$145.00/day**
Peristaltic Pump	\$ 50.00/day**
pH/Conductivity Meter	\$ 58.00/day**
Pumps	\$ 45.00/day**
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator

- * 1/2 Day Minimum Charge.
 + 25% Weekly Discount, 40% Monthly Discount.
(1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Field Testing and Equipment, Continued:

Roto-hammer	\$ 50.00/day**
Skidmore-Wilhelm Bolt Tension Calibration	\$150.00/day
Soil/Gas Purge Pumps	\$ 30.00/day**
Soil Gas Probes	\$200.00/day**
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 29.00/day**
Ultrasonic Test Device	\$ 25.00/hour plus operator
Vapor Extraction System	\$500.00/day**
Water Level Data Logger	\$ 60.00/day**
Water Level Meter	\$ 36.00/day**
Well Point	\$ 50.00/day

Survey Equipment:

GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 300.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*

Laboratory Tests:

Asphalt Briquette Compaction	\$ 75.00/ea. ⁽¹⁾
Asphalt Bulk Specific Gravity	\$ 40.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216)	\$300.00/test
Compaction Curve Check Point	\$100.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 30.00/ea. ⁽²⁾
Concrete Linear Shrinkage (3 Bars)	\$300.00
Concrete Moisture	\$ 50.00/test (floor test)
Consolidation Test	\$350.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.

* 1/2 Day Minimum Charge.
+ 25% Weekly Discount, 40% Monthly Discount.
(1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.
(2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Laboratory Tests, Continued:

Disposable Concrete Molds	\$ 5.00/ea.
Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$225.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 35.00/ea.
Moisture-Density Test	\$ 40.00/ea.
Particle Size Analysis (ASTM 422)	\$150.00/ea.
Percent Crushed Particles	\$200.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$100.00/ea.
Plasticity Index	\$200.00/ea.
R-Value	\$350.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$100.00/ea.
Sand Equivalent	\$100.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 75.00/ea.
Sieve Analysis--Fine	\$ 75.00/ea.
Sieve Analysis--Passing 200	\$ 50.00/ea.
Specific Gravity, Rock	\$ 75.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$100.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 75.00/ea.
Unconfined Compression	\$ 75.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.



City of Fort Bragg

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

Text File

File Number: 22-474

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC”
MEETINGS DURING THE STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Gov. Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of September 14, 2022, the COVID-19 pandemic has killed more than 95,506 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Fort Bragg as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

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 26th day of September, 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

File Number: 22-475

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL
EMERGENCY IN THE CITY OF FORT BRAGG**

WHEREAS, California Government Code section 8630 empowers the Fort Bragg City Council to proclaim the existence of a local emergency when the City is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city; and

WHEREAS, COVID-19, a novel coronavirus causing infectious disease, was first detected in China in December 2019 and has spread across the world and to the United States. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the Governor of the State of California and the Public Health Officer of the County of Mendocino have both issued Shelter-in-Place orders to combat the spread of COVID-19; and

WHEREAS, on March 17, 2020 the City Manager, as the City’s Director of Emergency Services, issued Proclamation No. CM-2020-01 declaring a local emergency as authorized by Government Code section 8630 and Fort Bragg Municipal Code section 2.24.040(B); and

WHEREAS, at a special meeting on March 24, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4242-2020, ratifying the City Manager’s Proclamation declaring the existence of a local emergency; and

WHEREAS, at a special meeting on April 6, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4245-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on April 20, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4247-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 11, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4250-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 26, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4253-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 8, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4266-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 22, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4270-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 13, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4284-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 27, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4289-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 10, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4294-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 31, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4300-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 21, 2020, the City Council of the City of Fort Bragg adopted Resolution 4304-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 13, 2020, the City Council of the City of Fort Bragg adopted Resolution 4317-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 26, 2020, the City Council of the City of Fort Bragg adopted Resolution 4319-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 9, 2020, the City Council of the City of Fort Bragg adopted Resolution 4323-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 23, 2020, the City Council of the City of Fort Bragg adopted Resolution 4329-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 14, 2020, the City Council of the City of Fort Bragg adopted Resolution 4333-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 22, 2020, the City Council of the City of Fort Bragg adopted Resolution 4340-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 11, 2021, the City Council of the City of Fort Bragg adopted Resolution 4343-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4347-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4351-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4358-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4363-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4366-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4376-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4381-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 10, 2021, the City Council of the City of Fort Bragg adopted Resolution 4385-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 24, 2021, the City Council of the City of Fort Bragg adopted Resolution 4391-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 14, 2021, the City Council of the City of Fort Bragg adopted Resolution 4396-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 28, 2021, the City Council of the City of Fort Bragg adopted Resolution 4405-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4418-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4422-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 9, 2021, the City Council of the City of Fort Bragg adopted Resolution 4427-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 30, 2021, the City Council of the City of Fort Bragg adopted Resolution 4434-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 20, 2021, the City Council of the City of Fort Bragg adopted Resolution 4447-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4451-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4460-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4463-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4473-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 13, 2021, the City Council of the City of Fort Bragg adopted Resolution 4480-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 27, 2021, the City Council of the City of Fort Bragg adopted Resolution 4491-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 10, 2022, the City Council of the City of Fort Bragg adopted Resolution 4497-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4504-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4509-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4513-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4518-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4525-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 11, 2022, the City Council of the City of Fort Bragg adopted Resolution 4529-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 25, 2022, the City Council of the City of Fort Bragg adopted Resolution 4535-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 9, 2022, the City Council of the City of Fort Bragg adopted Resolution 4540-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 23, 2022, the City Council of the City of Fort Bragg adopted Resolution 4543-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 13, 2022, the City Council of the City of Fort Bragg adopted Resolution 4553-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 27, 2022, the City Council of the City of Fort Bragg adopted Resolution 4557-2022 by which it continued the local emergency; and

WHEREAS, at a special meeting on July 18, 2022, the City Council of the City of Fort Bragg adopted Resolution 4565-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 8, 2022, the City Council of the City of Fort Bragg adopted Resolution 4575-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on September 12, 2022, the City Council of the City of Fort Bragg adopted Resolution 4591-2022 by which it continued the local emergency;

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg will review the need for continuing the local emergency at least once every 21 days until the City Council terminates the local emergency; and

BE IT FURTHER RESOLVED that this resolution confirming the continued existence of a local emergency shall be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, as well as the Mendocino County Office of Emergency Services.

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 26th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
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: 22-476

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

Adopt City Council Resolution Amending the City of Fort Bragg Conflict of Interest Code

Title 2, Division 6, of the California Code of Regulations (CCR) sets forth the State's Fair Political Practices Commission (FPPC) requirements for public agencies to establish a Conflict of Interest Code. The FPPC requires agencies to review their Conflict of Interest Code biennially during even-numbered years and to make any necessary changes/updates. The FPPC has notified the City that the completed biennial notice must be submitted to the City Council no later than October 3, 2022.

On January 24, 2022, Council reviewed the Conflict of Interest Code and adopted Resolution 4502-2022. Since that time, changes to the list of designated employees have been made so the resolution needs to be updated. The FPPC's regulations regarding adopting and amending conflict of interest codes state:

When determining whether to amend, an agency should carefully review its current conflict of interest code and consider the following:

Is the current code more than five years old?

Have there been any substantial changes to the agency's organizational structure since the current code was adopted?

Have any positions been eliminated or renamed since the current code was adopted?

Have any new positions been added since the current code was adopted?

Have there been any substantial changes in duties or responsibilities for any positions since the current code was adopted?

If an agency answers "yes" to any of the above questions, most likely its conflict of interest code will need to be amended.

Since Resolution 4502-2022 was adopted, the following position has been added: Assistant City Manager.

Since Resolution 4502-2022 was adopted, the following positions are no longer being filled: Assistant to the City Manager, Assistant Director - Public Works, Assistant Finance Director, Grant Manager.

Exhibit B to the Conflict of Interest Code resolution has been updated to reflect the above changes. Adoption of the resolution will fulfill FPPC requirements.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
AMENDING THE CITY OF FORT BRAGG CONFLICT OF INTEREST CODE**

WHEREAS, the City Council of the City of Fort Bragg adopted a Conflict of Interest Code on August 23, 1976 (Resolution 663-76) in accordance with the requirements of State Law, Title 2, Division 6, California Code of Regulations, Regulations of the Fair Political Practices Commission (FPPC); and

WHEREAS, the City Council is charged with reviewing the Conflict of Interest Code, adopting amendments and verifying the List of Designated Positions to which the Code applies; and

WHEREAS, the City Council has amended said Conflict of Interest Code from time to time since that date, most recently by Resolution 4502-2022 on January 24, 2022; and

WHEREAS, consistent with FPPC regulations, it is the desire of the City Council to incorporate by reference the terms of Title 2, Section 18730 of the California Code of Regulations (Exhibit "A"), in substitution for the terms of the Conflict of Interest Code already in effect; and

WHEREAS, further consistent with FPPC regulations, it is the desire of the City Council to replace the City's existing Conflict of Interest Code Exhibit "B" (Designated Employees and Disclosure Obligations for the City of Fort Bragg) with a new Exhibit "B."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby incorporate by this reference the terms of Title 2, Section 18730 of the California Code of Regulations as set forth in Exhibit "A" and hereby replaces the existing Exhibit "B" (Designated Employees and Disclosure Obligations for the City of Fort Bragg) with a new Exhibit "B."

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 26th day of September, 2022.

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

EXHIBIT "A"

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

- (a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.
- (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix (Exhibit "B") are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
- (B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
- (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.
- (D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
- (B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
- (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

- (A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan

from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

- (B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.
- (D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (E) This section shall not apply to the following:
 - 1. Loans made to the campaign committee of an elected officer or candidate for elective office.
 - 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
 - 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
 - 4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

- (A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan

agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

- (10) Section 10. Disclosure of Disqualifying Interest.
When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.
- (11) Section 11. Assistance of the Commission and Counsel.
Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.
- (12) Section 12. Violations.
This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

EXHIBIT “B”

**DESIGNATED EMPLOYEES AND DISCLOSURE OBLIGATIONS
FOR THE CITY OF FORT BRAGG**

Designated Employees Listed in Government Code Section 87200:

- City Attorney
- City Councilmembers
- City Manager
- Finance Director / City Treasurer
- Planning Commissioners

Other Designated Employees:

- Assistant City Attorney
- Assistant City Manager
- Assistant Director – Engineering Division
- Chief of Police
- City Clerk
- Community Development Director
- Construction Project Manager
- Consultants¹
- Operations Manager
- Police Captain
- Public Works Director
- Senior Government Accountant
- Senior Planner

Obligations:

All designated employees listed above must disclose:

- Investments
- Interests in real property
- Interests in real property held by a trust or business entity
- Investments held by a trust or business entity
- Income, including loans received, gifts, and honoraria
- Commission income received by brokers, agents and salespersons
- Income and loans to business entities or trusts
- Income from rental property
- Interest in business property
- Business positions

¹ New positions and consultants, pursuant to FPPC Reg. § 18734, must be included in the list of designated employees upon determination of the City Manager that the new position or consultant effectively is acting as a designated employee. Such new positions and consultants must disclose pursuant to the broadest disclosure in the Code unless the City Manager determines that the broadest disclosure is not necessary and sets disclosure that is more tailored to positions with a limited range of duties. The City Manager's determination must be in writing, and must show that a particular new position or consultant hired for a "designated position" is performing a range of duties sufficient in scope that the consultant or new employee effectively is acting as a designated employee, and therefore must fully comply with the disclosure requirements described in this Section. This determination shall include a description of the position's duties and, based upon that description, a statement of the extent of disclosure requirements. Broadest disclosure shall be defined as Disclosure Categories 1 and 2. The City Manager's determination is a public record and must be retained for public inspection by the City Clerk in the same manner and location as this Conflict of Interest Code.

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

*City Council
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437*

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



City of Fort Bragg

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

Text File

File Number: 22-490

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

Adopt City Council Resolution Endorsing Measure P to Support Fire Protection in Mendocino County

RESOLUTION NO. _____-2022

**RESOLUTION OF THE FORT BRAGG
CITY COUNCIL ENDORSING MEASURE P**

WHEREAS, the Mendocino County Board of Supervisors has scheduled Measure P for the November 2022 election to approve a one-quarter cent (0.25%) sales tax for a period of ten (10) years to support fire protection and emergency medical services throughout Mendocino County; and

WHEREAS, on September 12, 2022, the Mendocino County Fire Safe Council made a presentation to the Fort Bragg City Council regarding the direct financial benefits of Measure P to the City; and

WHEREAS, fire seasons have become more intense, and will continue to worsen due to the effects of climate change, and local frontline firefighters are dedicated professionals who care deeply about their local community; and

WHEREAS, Mendocino County estimates that if Measure P is approved by the voters, the City of Fort Bragg will receive an estimated \$573,828 annually of direct financial assistance to support our local fire protection services; and

WHEREAS, the needs and challenges facing all Mendocino County fire protection agencies are expected to increase, but without additional financial assistance they will not be able to meet the increasing need.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg hereby endorses Measure P and encourages City residents to support Measure P so that the City's local fire protection services continue to protect and preserve its community.

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 26th day of September, 2022 by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
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: 22-493

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5H.

Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facilities Grant Program for the Purchase of Two Fleet Vehicles and a Dump Truck

The United States Department of Agriculture's Community Facilities Grant Program issued notification of available funding opportunities requiring expedited application submittal by September 19, 2022 allowing the City to submit an emergency application to apply for the financial assistance as per matching funds for the purchase of two utility trucks and one dump truck. The emergency application was submitted September 19, 2022 and is awaiting its assigned application number. It is required that the Grantee (City of Fort Bragg) match up to 45% of the purchase costs of which the purchase costs have been identified in the Vehicle Replacement and Maintenance and Purchases Budget for FY 2022/23, if awarded.

RESOLUTION NO. ____-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AND RATIFYING AN APPLICATION FOR FUNDING AND EXECUTION OF GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE'S COMMUNITY FACILITY GRANT PROGRAM FOR THE PURCHASE OF TWO UTILITY VEHICLES AND ONE DUMP TRUCK

WHEREAS, the United States Department of Agriculture (USDA) administers a grant program that provides funding to develop essential community facilities that provide an essential service to the local community for the orderly development of the community; and

WHEREAS, the Fort Bragg City Council approved City of Fort Bragg Budget for FY 2022/23 on June 27, 2022 which included the replacement of a Police Department and two Public Works Fleet Vehicles as a top priority in FY 2022/23; and

WHEREAS, in order to secure this USDA funding, the City of Fort Bragg seeks to enter into an agreement on a first come first served applicant basis; and

WHEREAS, the grant requires that the Grantee match their determined percentage of the project cost, of which the full purchase amount has been identified in the Vehicle Replacement and Maintenance and Purchases budget for FY 2022/23; and

WHEREAS, the City received notice that USDA funds were still available for the current fiscal year requiring expedited application submittal by September 19, 2022; and

WHEREAS, this estimated cost for the three fleet purchases is \$214,800 and may be eligible for reimbursement of up to 55% under the USDA Community Facility Grant Program; and

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

1. This funding will provide reliable response equipment for members of the Police and Public Works Department.
2. This funding will satisfy a priority identified in the City of Fort Bragg's Budget for FY 2022/23 to replace one Police and two Public Works Vehicles within the fleet and equipment divisions reserve.
3. Expedited submittal by staff was prudent to ensure timely application on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve, ratify and confirm the City's submittal of United States Department of Agriculture's Community Facility Grant Program application to assist with the cost of the purchase of one Police fleet vehicle and two Public Works fleet vehicles.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the USDA agreement and any amendments thereto in connection with the Community Facility Grant Program.

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 26th of September 2022, by the following vote:

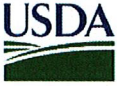
AYES:

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

**BERNIE NORVELL
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**



COMMUNITY FACILITIES GRANT CERTIFICATION

The undersigned certifies that:

1. The organization is aware of and in compliance with other Federal statute requirements including but not limited to:
 - a. Section 504 of the Rehabilitation Act of 1973.
 - b. Civil Rights Act of 1964.
 - c. The Americans with Disabilities Act (ADA) of 1990.
 - d. Age Discrimination Act of 1975.
 - e. Limited English Proficiency (LEP) under Executive Order 13166
2. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.
3. The organization has no known relatives or close associates that are current USDA Rural Development employees.
4. Prior to USDA Rural Development approval, you will not take action (e.g., initiation of construction) or incur obligations which would limit the range of alternatives to be considered or which would have an adverse effect on the environment.

City of Fort Bragg

Name of Organization

Peggy Duvey

Signature of Authorized Official

09/19/2022

Date

APPLICANT'S FEASIBILITY REPORT

1. Existing Facility. Briefly describe what facilities you currently have or how service is currently provided.

The City maintains a reserve in the Fleet & Equipment Services Internal Service Fund to enable the timely replacement of vehicles and depreciable equipment. A ten-year Vehicle and Equipment Replacement Plan has been established. Additionally, Fleet Fund has \$291k of vehicle purchases according to the replacement program, of which \$160k depends on USDA granted funds. The City's Fleet consist of all City vehicles, heavy equipment, and other large pieces of equipment owned by the City.

2. Proposed Facility. Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

The City of Fort Bragg would like to purchase (2) two 2023 Ford F150 Pick-up Trucks and (1) one new Dump Truck that are necessary for the daily operations of the city. These and any new vehicles to be purchased are expected to meet all required safety requirements as per law.

One new truck is for the use of the City's Police Department force to include a complete build kit and light bar. The second truck is designated for the use of Water Operations' staff. The dump truck is for the use of sewer and water operations.

3. Need for the Facility. Indicate why the proposed facility is needed.

The current vehicles and equipment have reached their maximum expected service span.

4. Service Area. Indicate what area the proposed facility will serve and, if known, the population or number of families served.

The new service vehicles and equipment will be used for the City of Fort Bragg Police and Public Works Department's Jurisdiction; with a population of approximately 8,000 habitants and the City's high volume of year round tourist.

5. Cost Estimate.

Development and construction.....	\$ _____
Land and rights.....	_____
Legal fees.....	_____
Architect and Engineer.....	_____
Equipment.....	_____ 214,800.00
Refinancing.....	_____
Other (describe)	_____
Total.....	_____ \$214,800.00

6. Income. List the sources and estimate the amount of expected revenue for a typical year.
 These purchases are non-revenue generating.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

The applicants contributions/matching funds have been identified in the Fleet & Equipment Services Internal Service fund, approved by the City Council during their 2022/23 Fiscal Year Adopted Budget as per Resolution No.4560-2022 under the Vehicle Replacement Plan.

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years. non-applicable

9. Signature and Title of Applicant Official <i>Peggy Sucey</i> , City Manager	Date 09-19-2022
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CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Peggy Sucey
(name)

09/19/2022

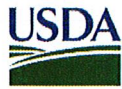
(date)

City Manager

(title)

oOo

(08-21-91) PN 171



Applicants must submit a copy of the front page of Form SF 424 along with a cover letter requesting a review under Executive Order 12372 to the appropriate Clearinghouse(s) listed below:

<p>California State Clearinghouse</p> <p>Link for submissions: http://cfda.opr.ca.gov/#/</p>	<p>All Counties</p>	<p>Merced County Association of Governments (MCAG) 369 W. 18th St. Merced, CA 95340 Phone: (209) 723-3153</p>	<p>Merced</p> <p>Fax: (209) 723-0322</p>
<p>Association of Bay Area Governments (ABAG) 375 Beale St. Ste 700, San Francisco, CA 946 Phone: (415) 820-7900</p>	<p>Alameda, Marin, Santa Clara, Solano, Sonoma, San Mateo, Contra Costa, Napa Fax: (415) 660-3500</p>	<p>Sacramento Area COG 1415 L St., Ste. 300 Sacramento, CA 95814 Phone: (916) 321-9000</p>	<p>El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba Fax: (916) 321-9551</p>
<p>Association of Monterey Bay Area Governments (AMBAG) P.O. Box 2453 Seaside, CA 93955 Phone: (831) 883-3750</p>	<p>Monterey, Santa Cruz, San Benito Fax: (831) 883-3755</p>	<p>San Diego Association of governments 401 B St., Ste. 800 San Diego, CA 92101 Phone: (619) 699-1900</p>	<p>San Diego</p> <p>Fax: (619) 699-1905</p>
<p>Council of Fresno County Governments 2035 Tulare St., Ste. 201 Fresno, CA 93721 Phone: (559) 233-4148</p>	<p>Fresno Fax: (559) 233-9645</p>	<p>San Joaquin County COG 555 E. Weber Ave. Stockton, CA 95202 Phone: (209) 235-0600</p>	<p>San Joaquin</p> <p>Fax: (209) 235-0438</p>
<p>Kern Council of Governments 1401 19th St., Ste. 300 Bakersfield, CA 93301 Phone: (661) 861-2191</p>	<p>Kern Fax: (661) 324-8215</p>	<p>Santa Barbara County Association of Governments 260 N. San Antonio Rd., Ste. B Santa Barbara, CA 93110 Phone: (805) 961-8900</p>	<p>Santa Barbara</p> <p>Fax: (805) 961-8901</p>
<p>Southern California Association of Governments (SCAG) 900 Wilshire Blvd, Ste. 1700 Los Angeles, CA 90017 Phone: (213) 236-1800</p>	<p>Imperial, Orange, Los Angeles, San Bernardino, Riverside, Ventura Fax: (213) 425-0936</p>	<p>Stanislaus Area Association of Governments (SAAG) 1111 I St. Ste. 308 Modesto, CA 95354 Phone: (209) 525-4600</p>	<p>Stanislaus</p> <p>Fax: (209) 558-7833</p>
<p>Tulare County Association of Governments (TCAG) 210 N. Church St., Ste. B Visalia, CA 93291 Phone: (559) 623-0450</p>	<p>Tulare Fax: (559) 733-6720</p>	<p>Kings County Community Development Agency 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230 Phone: (559) 852-2670</p>	<p>Kings</p> <p>Fax: (559) 584- 8989</p>
<p>Butte County Association of Governments 326 Huss Drive St., Ste. 150 Chico, CA 95928 Phone 530-809-4616 ext.1157 Attn: John Clark</p>	<p>Butte Fax 530-879-2444</p>		

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Fort Bragg	DATE SUBMITTED 09/19/2022

Standard Form 424B (Rev. 7-97) Back

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 09-19-2022 between
The City of Fort Bragg

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Peggy Ducey Recipient

_____ Recipient

(CORPORATE SEAL)

Peggy Ducey, City Manager
Name of Corporate Recipient

Attest:

_____ Secretary

By _____ President

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006

Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 2023 Ford F150 Truck including light bar package - Police Department	10.766	\$	\$	\$ 24,145.00	\$ 19,755.00	\$ 43,900.00
2. 2023 Ford F150 Truck - Water Department	10.766			21,945.00	17,955.00	39,900.00
3. 2022 Dump Truck-Sewer/Water Department	10.766			72,050.00	58,950.00	131,000.00
4.						
5. Totals		\$	\$	\$ 118,140.00	\$ 96,660.00	\$ 214,800.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	2023 Ford F150 Truck including light bar package - Police Department	2023 Ford F150 Truck - Water Department	2022 Dump Truck-Sewer/Water Department		
a. Personnel	\$ 2,148,562.00	\$ 405,256.00	\$	\$	\$ 2,553,818.00
b. Fringe Benefits	1,050,346.00	262,137.00			1,312,483.00
c. Travel	35,000.00	5,000.00			40,000.00
d. Equipment	30,000.00	3,500.00			33,500.00
e. Supplies	40,700.00	60,000.00			100,700.00
f. Contractual	426,332.00	158,242.00			584,574.00
g. Construction	0.00	0.00			0.00
h. Other	426,332.00	8,000.00			434,332.00
i. Total Direct Charges (sum of 6a-6h)	4,157,272.00	902,135.00			\$ 5,059,407.00
j. Indirect Charges	1,417,103.00	729,825.00			\$ 2,146,928.00
k. TOTALS (sum of 6i and 6j)	\$ 5,574,375.00	\$ 1,631,960.00	\$	\$	\$ 7,206,335.00
7. Program Income	\$ 129,924.00	\$ 58,348.00	\$	\$	\$ 188,272.00

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS	
8. 2023 Ford F150 Truck including light bar package - Police Department	\$ 19,755.00	\$	\$	\$ 19,755.00	
9. 2023 Ford F150 Truck - Water Department	17,955.00			17,955.00	
10. 2022 Dump Truck- Sewer/Water Department	58,950.00			58,950.00	
11.					
12. TOTAL (sum of lines 8-11)	\$ 96,660.00	\$	\$	\$ 96,660.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b)First	(c) Second	(d) Third	(e) Fourth	
16. 2023 Ford F150 Truck including light bar package - Police Department	\$ 24,145.00	\$	\$	\$	
17. 2023 Ford F150 Truck - Water Department	21,945.00				
18. 2022 Dump Truck- Sewer/Water Department	72,050.00				
19.					
20. TOTAL (sum of lines 16 - 19)	\$ 118,140.00	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input style="width: 300px;" type="text"/>		22. Indirect Charges: <input style="width: 300px;" type="text"/>			
23. Remarks:	City will use budgeted funding available through the 2022/2023 Fiscal Year for the purchase of these vehicles using budgeted fund accounts; Fleet, Water Enterprise, and Wastewater Enterprise.				

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 09/19/2022	4. Applicant Identifier: CITY OF FORT BRAGG	
5a. Federal Entity Identifier: 04-023-625323606	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: CITY OF FORT BRAGG		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 946000335	* c. Organizational DUNS: M5YQXA938V9	
d. Address:		
* Street1: 416 N. FRANKLIN STREET	<input type="text"/>	
Street2:	<input type="text"/>	
* City: FORT BRAGG	<input type="text"/>	
County/Parish: MENDOCINO	<input type="text"/>	
* State:	CA: California	
Province:	<input type="text"/>	
* Country:	USA: UNITED STATES	
* Zip / Postal Code: 95437	<input type="text"/>	
e. Organizational Unit:		
Department Name: POLICE & PW DEPARTMENT	Division Name: WATER/WASTEWATER	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: SANDY	
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: ARELLANO	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: PUBLIC WORKS ADMINISTRATIVE ANALYST		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: (707) 961-2823 EXT. 131	Fax Number: <input type="text"/>	
* Email: SARELLANO@FORTBRAGG.COM		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA RD SANTA ROSA CA

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

COMMUNITY FACILITIES LOANS AND GRANTS

*** 12. Funding Opportunity Number:**

* Title:

(1) Dump Truck and (2) F150 Fords Trucks for Police, Sewer/Water Departments.

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

(1) Dump Truck and (2) F150 Fords Trucks for POLICE, Sewer/Water Departments.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="118,140.00"/>
* b. Applicant	<input type="text" value="96,660.00"/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="214,800.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:



City of Fort Bragg

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

Text File

File Number: 22-491

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5I.

Receive and File Minutes of the January 11, 2022 Community Development Committee Meeting



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Tuesday, January 11, 2022

3:00 PM

Via Video Conference

Special Meeting

MEETING CALLED TO ORDER

Chair Norvell called the meeting to order at 3:00 P.M.

ROLL CALL

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. [22-007](#) Minutes of the July 27, 2021 Community Development Committee Meeting

This Committee Minutes was approved for Council review

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [22-009](#) Regular Oral Update Regarding Implementation of Central Business District Economic Development Strategy

Assistant to the City Manager McCormick presented the prepared report to the Committee. The Committee asked clarifying questions. Vice Chair Morsell-Haye expressed her appreciation for the work staff did to take the Public Restrooms item off Hold and get it assigned to Assistant City Engineer Huerta. At Chair Norvell's request, Code Enforcement Officer Stump gave a brief update on the code enforcement program. Chair Norvell expressed appreciation for all her hard work on it.

Public Comments

None.

3B. [22-011](#) Update on Community Development 2021 Workload Measure Performance

Assistant Director O'Neal presented the prepared report to the Committee. The Committee asked a clarifying question about the increase in the number of Planning Commission staff

reports and O'Neal provided a response. Discussion included appreciation for staffs' hard work during a tumultuous year and under difficult circumstances.

Public Comments

*Jacob Patterson

3C. [22-013](#) Grants Update

Grants Manager Bond presented an oral update to the Committee, highlighting some systems improvements and grants that are currently being worked on. Chair Norvell welcomed Bond to the team and stated that staff will be bringing regular grants updates to the public through Community Development.

Public Comments

*Jacob Patterson

4. MATTERS FROM COMMITTEE / STAFF

Associate Planner Gurewitz provided a brief update on the State Parks per Capita Program grant. She said she received confirmation today that the award of \$177,000 has been approved. She said we were not successful in securing the Bainbridge Park SPP grant program funds for the renovation of Bainbridge Park, due to not ranking high enough on the poverty scale, the fact that we are not making an acquisition, and the extreme amount of competition for this grant. She said one of the components of the project was to install a half soccer court. Discussion included plans for it's implementation and funding going forward.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:32 P.M.



City of Fort Bragg

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

Text File

File Number: 22-485

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5J.

Receive and File Minutes of the June 28, 2022 Community Development Committee Meeting



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Tuesday, June 28, 2022

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Chair Norvell opened the meeting at 3:00 P.M.

ROLL CALL

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. [22-128](#) Minutes of the February 22, 2022 Community Development Committee Meeting

A motion was made by Committee Member Norvell, seconded by Committee Member Morsell-Haye, that these Committee Minutes be approved for Council review. The motion carried by the following vote:

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

1B. [22-317](#) Minutes of the April 26, 2022 Community Development Committee Meeting

A motion was made by Committee Member Norvell, seconded by Committee Member Morsell-Haye, that these Committee Minutes be approved for Council review. The motion carried by the following vote:

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [22-319](#) Progress Report for Wiggly Giggly Playground

Assistant Director O'Neal presented the prepared report.

Public Comment was received from Tina Tyler O'Shea.

Discussion included the community feedback pop-up events and tree preservation.

3B. [22-320](#) Receive Oral Update on Central Business District Revitalization Efforts

Assistant Director O'Neal presented the prepared report on behalf of Acting City Manager McCormick and responded to Committee member questions about plans for decorative light poles.

Public Comment was received from Tina Tyler O'Shea.

3C. [22-321](#) Receive Report and Provide Staff Direction Regarding Community Development Block Grant Program 2022 Application

Grants Coordinator Lacy Peterson presented the prepared report and responded to clarifying questions related to grant strategy options and staff's recommendations.

Public Comment was received from Jacob Patterson.

Discussion: Under deliberation, members discussed which grants to apply for. Staff will focus on the Business Assistance Grant and the Infill Infrastructure Grant. As time allows, they will also apply for one or two of the planning grants, prioritizing the Sewer Infrastructure Planning grant first, followed by one of the Ocean Water Intake Planning grants.

4. MATTERS FROM COMMITTEE / STAFF

Assistant Director O'Neal made multiple announcements related to the Fourth of July holiday events, vegetation and weed abatement, and the transition from Waste Management to Redwood Waste Solutions.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:59 P.M.



City of Fort Bragg

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

Text File

File Number: 22-486

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5K.

Receive and File Minutes of the July 26, 2022 Community Development Committee Meeting



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Tuesday, July 26, 2022

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Chair Norvell called the meeting to order at 3:01 P.M.

ROLL CALL

Staff Present: Assistant Director O'Neal, Code Enforcement Officer Stump, and Administrative Assistant Peters.

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. [22-366](#) Minutes of the June 28, 2022 Community Development Committee Meeting

A motion was made by Committee Member Norvell, seconded by Committee Member Morsell-Haye, that these Committee Minutes be approved for Council review. The motion carried by the following vote:

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [22-371](#) Presentation From Ron White for Guided Tours on the Coastal Trail

Mr. White was unable to attend. Mayor Norvell said that he would arrange the presentation for a future meeting.

3B. [22-361](#) Receive Oral Update on Central Business District Revitalization Efforts

Code Enforcement Officer Stump presented the Central Business District Revitalization Efforts update. There were no questions.

Public Comment was received from Jacob Patterson.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:08 P.M.



City of Fort Bragg

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

Text File

File Number: 22-470

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5L.

Approve Minutes of Special Closed Session of September 8, 2022



City of Fort Bragg

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

Meeting Minutes Special 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*

Thursday, September 8, 2022

5:00 PM

Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:00 PM, all Councilmembers appearing via video conference.

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public Comment was received from Jay McMartin-Rosenquist.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 5:03 PM; the meeting reconvened to Closed Session at 5:04 PM.

2A. [22-461](#) PUBLIC EMPLOYMENT Pursuant to Gov. Code Section 54957(b). Title: City Manager

Mayor Norvell reconvened the meeting to Open Session at 5:11 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 5:11 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: 22-473

Agenda Date: 9/26/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5M.

Approve Minutes of September 12, 2022



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*

Monday, September 12, 2022

6:00 PM

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

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 Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

Mayor Norvell read a proclamation honoring Latino Heritage Month, September 15 - October 15, 2022.

- 1A.** [22-438](#) Receive Presentation from the Mendocino County Fire Safe Council on Measure P and Consider Supporting Measure P on the November Ballot

Emily Tecchio of Fire Safe Mendocino gave a presentation to City Council on Measure P and asked the Council for their endorsement. This measure on the November Ballot will preserve 1/4 cent of an existing sales tax to provide funding to keep volunteer fire departments operational over the next ten years. Fire Chief Darrell Orsi also told the Council how much passage of this measure would mean to fire departments in Mendocino County. Both urged the public to visit YesonPMendo.com.

- 1B.** [22-441](#) Receive Presentation by Mei Blundell on "Coding the Coast" Program

UC Davis graduate student Mei Blundell gave a presentation to Council on kelp restoration as an integrated socio-ecological system (Kelp RISES).

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

(1) Anna Newman, Noyo Harbormaster, introduced herself to Council and spoke about the new economy and initiatives. Michelle Roberts asked about plans for the former Mill Site. Mary Rose Kaczorowski spoke about the Blue Economy. Jay McMartin-Rosenquist and Jacob Patterson commented on the election. Alberto Aldaco spoke about sewage treatment plant odor.

- (2) None.
- (3) Jacob Patterson commented on Item 9A.

3. STAFF COMMENTS

Police Chief Cervenka gave an update on the response unit, homeward bound program, and crisis mental health team. Public Works Director Smith reported on the soccer field bid, purchase of new police vehicles, and Coastal Cleanup set for September 17 at Glass Beach. City Attorney Collins orally summarized the salary changes contained in the resolution and exhibits of Item 5H. He stated that the City Manager's salary as noted in Item 5I is \$178,000 annually. Mayor Norvell asked if any Councilmember was opposed to these salary summaries; no Councilmember expressed opposition.

4. MATTERS FROM COUNCILMEMBERS

Vice Mayor Morsell-Haye spoke about the Mill Site, saying that if the City wins the lawsuit against Mendocino Railway, they will have to follow all rules and regulations, just like any other developer. She said Council candidates should reach out to the City Manager to learn more about the City or get a tour of City facilities from staff. The Vice Mayor provided updates on two committee items: (1) Visit Fort Bragg Committee has formed an arts and culture subcommittee that will report to Council in the near future; and (2) The Citizens' Commission's recommendations from last January will come back to Council in the next couple of months. Councilmember Albin-Smith said she met with representatives from the library and they would like to make a presentation to City Council on Measure A, the County tax benefiting the library expansion project. She also provided an update on recent meetings of the Public Works Committee. Councilmember Peters reported on a letter from Reef Check asking for support of Reef Check's reforestation project in Northern California. He also reported on a recent League of California Cities conference he attended last week in Long Beach and noted that a Tire Amnesty event will take place on October 22 in the City Hall parking lot. Councilmember Peters read a letter recently received from the mayor of Sister City Otsuchi in response to our letter regarding the death of Shinzo Abe. Mayor Norvell requested that Councilmember Peters contact Reef Check to ask them to make a presentation to City Council. In followup to Chief Cervenka's comments, Mayor Norvell reported that the Chief, Captain and he met with County staff and they were impressed with the Fort Bragg Police Department programs. The County is working on a contract for additional funds to supplement these programs.

5. CONSENT CALENDAR

Approval of the Consent Calendar

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

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 5A.** [22-424](#) Adopt City Council Resolution Approving Contract Amendment with Marie Jones Consulting for Professional Planning Services and Authorizing the City Manager to Execute Amendment (Total Contact Amount not to Exceed \$50,000)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4583-2022

- 5B.** [22-425](#) Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facility Grant Program for the Purchase of an Electrical Police Department Fleet Vehicle and a Security Camera System

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4584-2022

- 5C.** [22-432](#) Adopt City Council Resolution Approving Contract Amendment with Marie Jones Consulting for Planning and Environmental Work on the Proposed Transfer Station Project, Increasing the Not To Exceed Amount to \$19,200.00 (Account No. 119-0000-2702)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4585-2022

- 5D.** [22-433](#) Adopt City Council Resolution Approving Budget Amendment No. 2022/2023-02 for Fiscal Year 2022/23

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4586-2022

- 5E.** [22-434](#) Adopt City Council Resolution Approving Contract with Fort Bragg Electric for the School Zone Radar Speed Sign Replacement Project and Authorizing City Manager to Execute Same (Amount Not To Exceed \$49,837.00, Account No. 110-4840-0319)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4587-2022

- 5F.** [22-436](#) Approve Scope of Work for a Request for Proposals for the Preparation of a Development Impact Fee Study

This Scope of Work was approved on the Consent Calendar.

- 5G.** [22-442](#) Adopt City Council Resolution Authorizing the Submittal of Local Coastal Program Grant Application for Funding from the California Coastal Commission

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4588-2022

- 5I.** [22-458](#) Adopt Joint City Council/Municipal Improvement District Resolution Authorizing Execution of an Employment Agreement for City/District Manager with Peggy

Ducey

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4589-2022 / ID 471-2022

- 5J. [22-467](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4590-2022

- 5K. [22-468](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4591-2022

- 5L. [22-415](#) Receive and File Minutes of July 14, 2022 Public Works and Facilities Committee Meeting

These Committee Minutes were received and filed on the Consent Calendar.

- 5M. [22-420](#) Approve Minutes of August 8, 2022

These Minutes were approved on the Consent Calendar.

- 5N. [22-466](#) Approve Minutes of Special Closed Session of August 26, 2022

These Minutes were approved on the Consent Calendar.

- 5H. [22-447](#) Adopt City Council Resolution Updating Master Salary Schedules and Confirming All City of Fort Bragg Established Classifications

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

Aye: 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Rafanan

Abstain: 1 - Councilmember Peters

Enactment No: RES 4592-2022

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

- 7A. [22-462](#) Receive Report, Conduct Public Hearing and Consider Adoption of: (1) City

Council Resolution Adopting Updated Fees for Various Planning and Development Services; (2) City Council and Municipal Improvement District Resolution Adopting Updated Fees for Miscellaneous City/District Services

Mayor Norvell opened the public hearing at 7:02 PM.

Finance Director Whippy presented the staff report on this agenda item, explained the basis for establishing these fees, and noted that the fee schedule is not meant to be a revenue producer but just to cover the staff costs associated with providing these various services. Assistant Director Engineering O'Neal spoke about the calculation of costs associated with planning, development and public works fees. Director Whippy noted that these fees make up about 2% of the City revenue. If approved, there will be a 60-day waiting period before these new fees go into effect.

Public Comment: Jacob Patterson stated he does not have any legal objections to the proposed fee schedules and thinks the work is thorough, though he said the City Council might want to consider why the City is increasing some of the planning fees. He stated that the City is charging more for work because it is taking longer due to untrained staff and noted that the work of outside labor such as consultant Marie Jones is not being covered.

Mayor Norvell closed the public hearing at 7:21 PM.

The Mayor thanked staff for the work that went into the fee schedule revisions.

A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, that this Resolution updating various Planning and Development Services Fees be adopted [RES 4593-2022]. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4593-2022 / RES 4594-2022 / RES ID 472-2022

A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Albin-Smith, that this Resolution for Miscellaneous City Services Fees be adopted [RES 4594-2022 / RES ID 472-2022]. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4593-2022 / RES 4594-2022 / RES ID 472-2022

8. CONDUCT OF BUSINESS

8A. [22-422](#) Receive Report and Consider Approval of Request for Proposals to Conduct Environmental Review of Mill Pond Remediation Project

Assistant City Manager McCormick presented the staff report on this agenda item.

Public Comment was received from Marcie Snyder, Jacob Patterson, John Gallo, George Reinhardt, Mary Rose Kaczorowski, Jill Peterson, Jary Stavely and Jenny Shattuck.

Discussion/Direction: After discussion, the majority of Council supported proceeding with issuance of the Request for Proposals as drafted.

A motion was made by Mayor Norvell, seconded by Councilmember Peters, that the Request for Proposals be approved. The motion carried by the following vote:

Aye: 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Peters

No: 1 - Councilmember Rafanan

- 8B.** [22-449](#) Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Warning and Implementing Stage 2 Mandatory Water Conservation Measures

Mayor Norvell recessed the meeting at 8:16 PM; the meeting reconvened at 8:26 PM.

Public Works Director Smith presented the staff report on this agenda item.

Public Comment was received from Jacob Patterson, Mary Rose Kaczorowski and Jenny Shattuck.

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

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4595-2022

- 8C.** [22-421](#) Receive Report and Provide Recommendations on Proposed Changes to Title 1 of the Fort Bragg Municipal Code

Code Enforcement Officer Stump summarized the staff report for this agenda item.

Public Comment: None.

Discussion/Direction: After a brief discussion, the Council directed staff to include in the ordinance that only impacted or responsible parties are allowed to appeal administrative decisions or citations. Staff was directed to bring the ordinance back to Council on September 26, 2022 for introduction.

This Staff Report was referred to staff. Staff was directed to bring the ordinance forward for introduction on September 26, 2022.

9. CLOSED SESSION

Mayor Norvell recessed the meeting at 8:58 PM; the meeting reconvened to Closed Session at 9:02 PM.

- 9A.** [22-465](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8); Property: 30900 W. State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437; Agency Negotiator: John Smith; Negotiating Parties: Mendocino Coast Recreation and Parks District; Under negotiation: Price and Terms

- 9B.** [22-413](#) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Gov Code Section 54956.9: One (1) Case

Mayor Norvell reconvened the meeting to Open Session at 9:36 PM and reported that no reportable action was taken on the Closed Session items.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 9:36 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: 22-484

Agenda Date: 9/26/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Anti-Bullying Policy



AGENCY: City Council
MEETING DATE: September 26, 2022
DEPARTMENT: Administration
PRESENTED BY: P. Ducey, City Manager
EMAIL ADDRESS: pducey@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Anti-Bullying Policy

ISSUE:

The City of Fort Bragg has community members and activists attack City employees in an aggressive and personal way, especially in the past four years. These hostile attacks are both verbal at public meetings as well as in written public comments, using demeaning language and vitriolic attacks that have led to physical, mental, and emotional challenges for targeted employees. Some employees have resigned rather than endure the personal attacks. Others continue to perform their responsibilities while working in an atmosphere of chaos and intimidation. It's clear that the emotional toll is overwhelming to all City staff, not just those targeted by bullies. Besides the emotional cost, bullying raises serious concerns for the physical safety of both City employees and residents alike.

The nexus between bullying and violence is clearly established. The vast majority of school shootings and workplace violence have their origin in bullying. Furthermore, occupations that require daily public interaction, such as government workers, have the highest workplace violence. The threat of violence resulting from bullying creates a need for an Anti-Bullying Policy that will ensure a safe workplace free of violence. The City cannot wait for such an incident before taking action to prevent such a horrible event.

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives that the City of Fort Bragg will not *in any instance* tolerate bullying behavior.

ANALYSIS:

A recent study from the Workplace Bullying Institute showed that the "Prevalence of bullying is up 57 percent from 2017, and nearly 60 million Americans have been affected by bullying."

This Anti-Bullying Policy defines workplace bullying as the following:

Workplace bullying is intentional behavior by any employee, supervisor, elected official, member of the public, vendor, non-employee, contractor, or appointed official aimed at an individual employee or group of employees that a reasonable person would find hostile, intimidating, offensive, or intended to create an abusive work environment whether verbal, written or electronic.

The City has seen up close that workplace bullying has many repercussions. It destroys morale, erodes trust, cripples initiative, and results in loss of workplace productivity. The health implications can include depression, anxiety, sleep disturbance, and gastrointestinal disorders, often leading to absenteeism and resignations. More importantly, we can never be sure how an employee will react to ongoing harassment, including hurting themselves or someone else, including the bully. This policy will prohibit workplace bullying by and against city employees, applicants for employment, and others in the workplace environment, including members of the public.

The City of Fort Bragg is committed at all levels of the organization to creating an environment free from bullying and workplace violence. These efforts to establish a cohesive policy along with a report form will make it possible to track and report instances of bullying.

RECOMMENDED ACTION:

Approve the Anti-Bullying policy and Incident Report Form.

ALTERNATIVE ACTION(S):

Provide alternative direction to staff regarding policy.

FISCAL IMPACT:

None.

GREENHOUSE GAS EMISSIONS IMPACT:

None.

CONSISTENCY:

None.

IMPLEMENTATION/TIMEFRAMES:

If approved List implementation actions necessary and anticipated timeframes for completion.

ATTACHMENTS:

1. Anti-Bullying Policy
2. Incident Reporting Form
3. Resolution

NOTIFICATION:

None.



ANTI-BULLYING POLICY

Bullying in the Workplace Will Not be Tolerated.

The City of Fort Bragg understands that workplace bullying can take an emotional and physical toll and can lead to a more stressful environment. A recent study from the Workplace Bullying Institute has shown that the, "Prevalence of bullying is up 57 percent from 2017." This increase in bullying can also lead to workplace violence. Too often nowadays any major news outlets will have a headline about how workplace bullying led to violence. Occupations that commonly interact with the public have the highest levels of workplace violence. The strong nexus between bullying and violence is evident and the City of Fort Bragg would like to set forth a policy that will ensure everyone's safety and have a workplace free of violence.

The City of Fort Bragg is committed to promoting and maintaining a healthy working environment for its employees where every individual is treated with civility and respect. The City of Fort Bragg considers workplace bullying unacceptable and will not be tolerated.

Purpose.

The purpose of this policy is to communicate to all employees, including supervisors, managers, and officials, that the City will not in any way tolerate this behavior and will establish a strong commitment to prohibit and prevent workplace bullying and to set forth a procedure for investigating and resolving internal complaints.

Statement of policy.

This policy prohibits workplace bullying by and against city employees, applicants for employment, and others in the workplace environment, including members of the public. Bullying may be directed toward an employee by a department head, manager, supervisor, co-worker, subordinate, appointing authority, elected official, vendor, contractor, or member of the public.

Definitions -- Bullying.

Workforce Bullying is intentional behavior by any employee, supervisor, elected official, member of the public, vendor, non-employee, contractor, or appointed official aimed at an individual employee or group of employees that a reasonable person would find hostile, intimidating, offensive, or intended to create an abusive work environment whether verbal, written or electronic.

Examples of bullying in the workplace include but are not limited to the following:

(1) *Bullying in general.*

- a. Use of disrespectful and devaluing language. Verbal abuse such as the use of derogatory remarks, insults, name-calling, and epithets.
- b. Persistent or constant criticism in front of other persons (including co-workers, vendors, contractors, or members of the public) to humiliate another employee. Persistent phone calls, voicemails, emails, or postings to or about another person.
- c. Stalking employees inside or outside of the workplace, or causing them to be stalked or harassed, or intimidated by others.
- d. Attempting to exploit an employee's known psychological or physical vulnerability (which may also be a violation of the Americans with Disabilities Act).
- f. Behavior or language that frightens, humiliates, belittles, or degrades, including criticism that is delivered with yelling and screaming along with unreasonable public criticism, reprimands, or trivializing of another's work.
- g. Workplace bullying is not limited to the work site or workplace and may exist in any public or private venue, worksite, or workplace. Workplace bullying is prohibited conduct that is aimed at the individual employee, regardless of venue, by a co-worker, supervisor, elected official, member of the public, or appointed official, that under an objective review a reasonable person, confronted with the same or similar circumstances, would find to be hostile, intimidating, offensive, or intended to create an abusive work environment.
- h. Any employee who believes he or she has been subjected to offensive; and harassing behavior by a co-worker, member of the public, elected official, supervisor, or vendor has an obligation to directly inform the offending person that the conduct is offensive and must stop and should report the situation.

(2) *Bullying by supervisor.*

- a. Making up arbitrary rules that only apply to the targeted employee and assigning undesirable work as punishment.
- b. Managing by threat and intimidation and preventing access to opportunities.
- c. Being given tasks with unreasonable, impossible, or constantly changing objectives and/or deadlines.
- d. Removing key areas of responsibility and/or replacing them with more trivial or unpleasant tasks for no business-related reason.

- e. Denying access to necessary information, consultation, training, or resources and or withholding essential information or purposefully giving incorrect information.
 - f. Constantly criticizing a subordinate employee's actions outside the scope of reasonable disciplinary efforts.
- (3) *Bullying by co-workers (to include supervisors).*
- a. Using confidential information to humiliate privately or publicly or withholding information that affects an employee's performance.
 - b. Intimidating an employee through inappropriate personal comments, disparaging opinions, or criticism with no basis in fact.
 - c. Taking credit for another employee's work or repeatedly belittling a co-worker (whether publicly or privately).
- (4) *Bullying by sabotage.*
- a. Falsely accusing an employee of making errors, or ensuring the failure of an employee's project by not performing required tasks, such as sign-offs, taking calls, working with collaborators, etc.
 - c. Undermining or deliberately impeding an employee's work.
- (5) *Bullying by shunning.*
- a. Isolating an employee from co-workers, in workplace social events, or physically, or purposely excluding an employee from an essential meeting.
 - b. Launching a campaign not based on facts to provoke an employee to leave or be removed.
 - c. Excluding employees from matters in which they would be expected to be included as part of the job.

Encourage to Report

The City encourages all employees to report any instance of bullying behavior. Any reports of this type will be treated seriously and promptly dealt with.

Complaint Procedure

When an employee believes that he or she is the target of behavior that may satisfy the definition of workplace bullying (as defined herein), the employee may report any and all incidents immediately to their supervisor, City Manager, and or the human resources department. Employees who believe they are the target of bullying are not required to confront the alleged bully, other than informing the alleged bully that the bullying conduct is unwelcome and should stop.

- An employee who believes that he or she has been subject to bullying should immediately bring the behavior to the attention of their supervisor and the City Manager or the human resource department.

- A complainant who believes they have been a subject of bullying behavior may use the City's complaint procedures to resolve bullying complaints.
- Complaints of bullying are encouraged to be submitted in writing. A complaint may be submitted by using the City's Anti-Bullying Incident report form. All complaints must be signed or attested to by the individual making the complaint.
- If the employee's supervisor or other managers in the employee's chain of command is the source of the bullying, or if the employee is otherwise uncomfortable discussing the matter with a supervisor, the employee may contact the human resources department and City Manager.
- Following completion of the City's Anti-Bullying Incident report by the complainant, all complaints will be investigated.
- In general, the formal investigation will include interviews with the complainant, the person alleged to have engaged in bullying, and any witnesses identified.
- In conducting the investigation, the City of Fort Bragg will respect the privacy of all concerned and will maintain confidentiality to the fullest extent possible.

Mandatory cooperation.

All employees, supervisors, managers, and agents of the City shall cooperate with any investigative process or resolution, whether informal or formal. Any City employee who fails to cooperate and/or attempts to undermine and/or discourage participation in an investigation will be subject to discipline, up to and including termination. To enable the City to achieve the goals of this policy, the human resources department shall have access to all relevant and necessary information.

Non-Retaliation.

The City of Fort Bragg will not tolerate retaliation against employees making a good faith report of bullying, even where the reported concerns are unsubstantiated. This policy prohibits any retaliatory conduct (such as threats, intimidation, reprisals, harassment, incivility, and other adverse actions) against any employee who reports bullying, assists someone with a report of bullying, or participates in an investigation or resolution of a bullying complaint.

Any employee bringing a complaint under this policy, or assisting in the investigation of such a complaint, will not be adversely affected in terms and conditions of

employment, nor discharged because of the complaint. Anyone who engages in retaliatory action will be subject to discipline, up to and including termination. Retaliation is defined as an activity that may dissuade a reasonable person from exercising his or her rights under this policy.

Confidentiality.

To the extent feasible, the information provided in the complaint and investigation process at both the informal and formal levels will be treated as confidential. However, the City will disclose the information if deemed reasonably necessary to investigate and take appropriate corrective action, to defend such corrective action, and/or if required by law.

CONFIDENTIAL



Anti-Bullying Incident Report

(This incident form shall be completed by all persons submitting a formal complaint under the City of Fort Bragg Anti-Bullying Policy. The City of Fort Bragg is committed to promptly and responsibly investigating all claims of workplace bullying in accordance with the Anti-Bullying Policy. Your cooperation in truthfully completing this form and providing as much accurate information as possible will enable the City of Fort Bragg to investigate and respond to these matters more quickly and efficiently.)

Please CLEARLY PRINT the following information:

Please circle the appropriate answer describing the person reporting concern:

City Employee/Complainant Supervisor or Manager

Your Name: (Last, First name) _____

Position or Title: _____

Department: _____

Office Telephone: () _____

Supervisor/Manager's Name: _____

Name of individual(s) or the Respondent(s) that you believe engaged in workplace bullying.

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

When did the alleged bullying conduct occur?

Date: _____

Where did the alleged bullying occur?

Location: _____

Were there any witnesses to the bullying conduct? Yes _____ No _____

If yes, please provide the witness name(s) and contact number(s).

AFFIRMATION

I affirm that I have read the above charge(s) and that it is true to the best of my knowledge, information and belief.

Signature

Date

You may forward the completed complaint form as applicable to either:
City of Fort Braggi Office of Personnel, Employee/Labor Relations; and/or,

FOR USE BY CITY OF FORT BRAGG PERSONNEL/EEO	
DATE FILED: _____	RESOLUTION: _____

RESOLUTION NO. _____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE ANTI-BULLYING POLICY**

WHEREAS, a recent study from the Workplace Bullying Institute showed that the “Prevalence of bullying is up 57 percent from 2017, and nearly 60 million Americans have been affected by bullying;” and

WHEREAS, the negative consequences of bullying are significant, in extreme cases leading to self-harm by victims or violence against others, including the bully; and

WHEREAS, in a 2011 justice survey of law enforcement agencies around the United States, bullying was identified by 60 percent of the agencies as one of their top concerns;

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, the City of Fort Bragg recognizes that bullying in all forms is a serious problem and often has serious and lasting consequences, and

BE IT FURTHER RESOLVED, the City of Fort Bragg supports an evidence-based anti-bullying policy to eliminate bullying, educate City employees and residents on the consequences of bullying and teach victims and perpetrators through an anti-bullying intervention policy, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, the City of Fort Bragg commits to working collaboratively with other local organizations, including the school district to develop and implement a holistic anti-bullying initiative.

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 26th day of September, 2022 by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG ANTI-BULLYING POLICY

September 26, 2022

6 WOUNDED IN SHOOTOUT AT RIVERSIDE CITY HALL

BY TOM GORMAN

OCT. 7, 1998 12 AM PT

LOS ANGELES TIMES STAFF WRITER

RIVERSIDE — Six people were wounded Tuesday morning, including the mayor and two City Council members, after a dismissed recreation department chess coach opened fire with a handgun in a City Hall conference room and was finally shot by police in a terrifying close-quarters gun battle.



Postal worker's mother says he was bullied before shooting

October 14, 2021 6:06 pm

MEMPHIS, Tenn. (AP) — A U.S. Postal Service letter carrier who shot a manager and a supervisor before killing himself inside a Tennessee postal facility was not a violent person and was being bullied at work by his superiors, his mother said Thursday.

PROTECTING AMERICA'S SCHOOLS

A U.S. SECRET SERVICE ANALYSIS OF TARGETED SCHOOL VIOLENCE

Finding

- Many attackers felt bullied, persecuted or injured by others prior to the attack.

Explanation

- Almost three-quarters of the attackers felt persecuted, bullied, threatened, attacked or injured by others prior to the incident (Page 21)

OCTOBER IS BULLYING PREVENTION MONTH

Release Date: October 15, 2020

Workplace bullying—a form of workplace violence—is repeated, health-harming mistreatment of one or more people (targets) .

Bullying can impact a victim’s physical and emotional health, morale, overall productivity, and potentially, their finances. Workplace bullies seek to induce harm, jeopardize another person’s career, and destroy interpersonal relations. Here are some typical tactics workplace bullies may use against their victims:

- Character assassination
- Disrespectful, destructive interpersonal conduct
- Work interference, preventing targets from performing their jobs
- Social exclusion of targets
- Exploitation of targets through abuse of management roles
- Personal criticisms that humiliate and shame

ACTUAL EXAMPLES OF BULLYING CITY EMPLOYEES

March 10, 2021 Email

Your work is controversial because so far it has been of such low quality... In particular the terrible first impression that ..was based on the....staff report and presentation. If your work was of higher quality and the public had reason to trust your accuracy...

July 27, 2021 Email

I ... don't understand why anyone thought hiring her in the first place was a good idea....why is she still employed as a XXXXX despite her lack of competent work, frequent unprofessional conduct... XXXXXX continued employment ..is undermining ... public trust in the City as a whole.

October 13, 2020 Email

XXXXXX comment was particularly ridiculous... You might be interested to know she pissed off your boss by being your front ... of course, XXXXXX may be petty too..... XXXXX complaining about your passive aggressive BS at work ...and how she considered firing you.

ACTUAL EXAMPLES OF BULLYING CITY EMPLOYEES

August 13, 2022 Email

I have a suggestion of what might serve the community better, which is our XXXXX to look into a stress-related retirement. If a job is too stressful for an employee (e.g. because they both lack the basic skills and experience to perform the job.... That seems a lot better option for everyone involved compared to the employer worrying that the stressed staff person could buckle under the pressure...

July 25, 2022 Email

Who is harmed by this apparently negligent planning work ...I suspect this is another example of our unqualified planning staff failing...

ACTUAL EXAMPLES OF BULLYING CITY EMPLOYEES

August 6, 2022

City Manager Peggy Ducey asked for clarification on a public comment for the City Council meeting:

“Staff’s opinion or responses to my personal opinions submitted in the form of formal public comments to the City Council or Planning Commission is not particularly interesting to me so there is no need to respond...”

From: [Ducey, Peggy](#)
To: [Lemos, June](#)
Subject: FW: Public Comment -- 9/26/22 CC Mtg., Item No. 8A, Anti-Criticism Policy
Date: Monday, September 26, 2022 9:34:50 AM
Attachments: [Example of FB City Clerk Bullying.pdf](#)

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Sunday, September 25, 2022 5:34 PM
To: Lemos, June <jlemos@fortbragg.com>
Cc: Ducey, Peggy <PDucey@fortbragg.com>
Subject: Public Comment -- 9/26/22 CC Mtg., Item No. 8A, Anti-Criticism Policy

City Council [via BCC],

It might surprise some of you to hear that I support an anti-bullying policy and even some aspects of the proposal before you, although I certainly don't support what is being proposed for your consideration tonight because, IMO, it is written in an overbroad and ambiguous manner and appears to include a lot of protected political speech among the examples of what the City would officially describe as objectionable "bullying" behavior if it gets adopted without amendment. I recommend the policy be sent to the Finance & Admin Committee for further refinement prior to being brought back and considered for adoption by the City Council. The draft policy also appears to need more detailed legal review to ensure that it isn't going too far and setting the City up for unintended consequences should the City try to enforce the policy and end up restricting protected speech or otherwise infringing on someone's rights. You might not be aware but the ACLU is challenging policies adopted by the City of Montebello in Southern California that also appear to be intended to reduce criticism of city officials through public comments. The last thing the City needs is the ACLU knocking on the doors of City Hall.

Regarding the good aspects of the proposal, I appreciate that the policy is written to include bullying on the part of City staff directed at members of the public and a strict no-retaliation stance, which has been a problem and continues to be a problem with certain staff who appear to react to questions or perceived criticism with petty and vindictive retaliatory actions. That has apparently happened in several development projects where valid criticism or questions of staff from the people seeking permits has been met with further unreasonable demands and/or unjustified enforcement actions, etc. It is curious that the City's incident report doesn't include a lot of these instances where staff allegedly bullied members of the public and permit applicants even though I am aware that formal complaints have been filed in some of those instances so they should presumably show up in a complete report. Of course, it is not surprising that City staff focused on instances where a staff member felt they were being bullied rather than when it is the staff doing the alleged bullying. IMO, the City organization has an apparent culture of "us versus them" when it comes to the public and has exhibited a pattern of looking the other way concerning impermissible retaliation and abuses of power from staff or members of the City Council directed at members of the public who are either seeking services and permits from the City or are trying to participate in civic processes and public engagement opportunities. I can't tell you how many people come to me for help engaging with the City because they are too afraid of being retaliated against by the City officials who are causing their concerns to begin with so they don't want to identify

themselves. It happens very frequently. I believe you should take this concern seriously because I think it is suppressing valuable public participation and contributing to eroded trust in the City as an organization.

I mean, I would have certainly appreciated an anti-bullying and anti-retaliation policy back in 2018 when I was attacked online by the City Clerk as part of her infamous Mendocino Bacon comments where she referenced her as the City Clerk in her official capacity issuing colored stars to different citizens based on their ethnic group or family heritage, which alarmed many members of the community because it provided a clear parallel to the colored stars issued by public officials in Nazi Germany to disfavored and targeted minority groups. (Those comments are attached for your and the rest of the public's reference along with the press coverage of the incident since it has been a few years.) The City Council at the time, including then-mayor Lindy Peters, appeared to bend over backwards to try to explain away the City Clerk's outrageous and offensive behavior instead of protesting what would clearly fall within the City's proposed definition of objectionable bullying. As a result, the City Council, or at least the two members still serving from that time, hardly have any moral authority on this topic.

Getting back to the concerns about the details of this proposed policy (rather than the underlying concept which is admirable), the City appears to be trying to define normal protected political speech that might be perceived as negative (or even sometimes offensive) as objectionable bullying of staff rather than appropriate questions or concerns about matters of public concern. One person's "bullying" is another person's spirited public comment and the law is squarely in favor of protecting the public right's to bring these matters to the attention of their government and their fellow local residents. Political speech is highly protected, including by the First Amendment to the US Constitution. All people have a right to petition their government for the redress of grievances and the freedom of speech. Those rights extend to even highly offensive speech and incendiary remarks (provided the speech doesn't explicitly threaten physical harm to anyone or fall into one of the other narrow exceptions to free speech rights). As a result, you might adopt this policy but it could have no practical effect and wouldn't be enforceable if pesky members of the public or staff continue to object to matters of public concern in a manner that some staff or officials might not appreciate and could allege as another "bullying" incident. Basically, you might not like it and should be concerned about bullying but that doesn't mean you can try to use a policy to shield City staff and officials from criticism from the public because even speech that could be described as bullying may often also be protected political speech.

My main point is that this proposed policy is poorly written to the extent that it includes criticism of staff-prepared work as an example of offensive bullying. IMO, objectionable "bullying" at least within a public agency context, does not extend to criticism of particular work product or even direct criticism of individual officials or staff as long as the criticism and comments focus on the work itself and not the person. In short, I believe bullying is demeaning the person themselves but I do not agree that "bullying" includes questioning or objecting to work. The City is required to solicit public comments prior to making decisions for a reason, which is particularly true for agenda items involving formal public hearings, and adopting an anti-bullying policy that appears to actually be an anti-criticism policy is not aligned with that mandate nor is it consistent with the numerous statutory and constitutional rights of members of the public to express their opinions on matters of public concern. Pointing out apparent errors and sharing personal opinions through formal public comments or other communications with City officials is not "bullying" and the City's attempt to define it as

such through this draft proposed policy does a disservice to the entire community. The draft policy should be revised to reflect the very real distinction between personal attacks and criticism of work. Until the necessary revisions occur, the City Council should not adopt an anti-bullying policy at all.

Regards,

--Jacob



Joseph Bryant
President

Akbar Bibb
VP Region A (North Central)

Mary Sandberg
VP Region B (North Coast)

Yeon Park
VP Region C (East Bay)

Theresa Rutherford
VP Region D (San Francisco)

Marcus Williams
VP Region E
(Amador/Calaveras/San Joaquin)

Mary Duncan
Secretary

Amos Eaton
Treasurer

Sandra Lewis
VP of Representation

Gary Jimenez
VP of Politics

Ramses Teon-Nichols
VP of Organizing

Executive Board
Pete Albert
Tazamisha Alexander
John Arantes
Derrick Boutte
Lorraine Bowser
Monique Chaney-Williams
Felipe Cuevas
Evelyn Curiel
Sasha Cuttler
Nathan Dahl
Brandon Dawkins
Joel Evans-Fudem
Karla Faucett
Geneva Haines
Dellfinia Hardy
Cynthia Landry
Todd Nosanow
Harold Powell
Mercedes Riggleman
Robert Taylor
Richard Thoele
Taffie Walter
Angel Valdez
Sandra Wall
Jim Wise

**Executive Board &
Budget & Finance
Committee**
Aaron Cramer
Rhea Davis
Tina Diep
Julie Meyers
Tom Popenuck
Sunny Santiago
Rachal Valtakis

September 26, 2022

Mayor Bernie Norvell & Fort Bragg City Council
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437

Re: Anti-Bullying Policy

Dear Mayor Norvell and Members of the City Council,

We are writing to express our support and appreciation for the Council's proposed anti-bullying policy being considered at the 9/26/22 Council meeting. We appreciate City Manager Peggy Ducey's proactive approach to the growing problem of abusive and hostile behavior directed at city staff.

The past years has been particularly challenging for staff, with furloughs and restrictions brought on by the pandemic. But city staff has performed admirably under these difficult circumstances.

In addition to their normal work, staff have had to deal with exhaustive and frivolous public information requests, insulting emails, and attacks on their integrity and professionalism. This is a waste of scarce city resources and the time of the small but dedicated staff. It is time that the Council put a policy in place that will help protect employees from this harsh treatment. This will not only protect city staff but defend the broader public by not allowing limited public resources to be diverted and wasted by a small number of individuals who misuse and abuse city processes and the city's public servants.

We understand that as a public entity, the city is obligated to be transparent and open to the scrutiny of the citizenry, and we fully support this. But what we have been seeing, is individuals using this openness as a weapon and a way to torment, belittle and attack hardworking city staff members. As City Council members, you have an obligation to keep city operating efficiently and the staff safe.

We believe that this policy is a step in the right direction to make sure there is a way to track and address misconduct and actions and activities that falls outside the scope of acceptable public discourse.

Sincerely,

Patrick Hickey
Field Representative, SEIU Local 1021

Alden Ramos
President, City of Fort Bragg Chapter, SEIU Local 1021

Cc: Peggy Ducey, City Manager, City of Fort Bragg

In response to item 8A. 22-484 Receive Report and Consider Adoption of City Council Resolution Approving Anti-Bullying Policy

09262022 Anti-Bullying Policy Staff Report

Att 1 - Anti-Bullying Policy (RESO Ex A)

Att 2 - COFB Anti Bullying Incident Report

Att 3 - RESO Anti-Bullying Policy

To City Council, City Manager and staff,

First of all welcome aboard Peggy Ducey.

I am saddened to hear that members of City Hall have been apparently “attacked” by community members & “activists” in the last 4 years and feel that you have no other recourse as to come up with these ill worded documents. Please postpone any decisions until the public has more time to look at them, the various committees can have input, and until you reword your documents.

Putting a blurb in the Anderson Valley Advertiser online version the same day as the meeting is happening as Council member Lindy Peters did is not enough notice. He wrote: “that the next City Council meeting features an agenda item that codifies an Anti-Bullying-Policy to address the hostile attacks our City employees have had to withstand from certain members of our local community. The staff report mentions some employees have actually resigned and others have suffered severe emotional trauma while working in an atmosphere of intimidation and fear. The offensive comments by such individuals are clearly classified as bullying in the workplace. The time is now to address this problem and I am hoping our community will support the City Council’s efforts to insure a safe and healthy work environment for our valued City employees. Public scrutiny is welcome. Hostile threats and belittling commentary is not.” He included the first paragraph of your Agenda Item Summary listing Issues.

Whether codify (to turn a common law requirement or practice into law) is the appropriate word or not is an other issue.

I am sorry to hear that some employees have actually resigned and others have suffered severe emotional trauma while doing their job. I understand why you feel that you need to respond swiftly and forcefully to prevent other staff to resign, not show up at work, and/or feel physically, mentally, and emotionally threatened/endangered.

Take a moment to reflect and realize that this ill conceived Staff Report, Anti-Bullying Policy, and Anti Bullying Incident Report should not be adopted today. Please listen to the feedback of the public, and also get the feedback of all the other committees. Why bother to let the Planning Commission see what was possibly adopted 2 days after the fact? Why not run it by the Finance & Administration Committee? You might also realize that the COFB Anti Bullying Incident Report ends with an incomplete sentence.

What has been happening in the last 4 years is that do to Covid the City Council has met only 9 times at Town Hall in 2020, 7 times in 2021 and so far only 11 times this year. As convenient as it is to connect per zoom, or telephone, it is not the same as showing up in person. Also it excludes some people who do not have that technology or do not feel that they want to rely on that.

We all became aware that money needed to be saved, employees were let go off, worked less, and/or got less money for their work.

In response mostly to Rex Gressett the city council already came up with the Tools of Civility on September 25, 2017 by adopting Resolution 4035-2017 regarding Tools of Civility to enhance public debate. View the Nine Tools of Civility. Read Resolution 4035-2017.

<https://www.city.fortbragg.com/home/showpublisheddocument/1630/637719457583230000>

<https://www.city.fortbragg.com/home/showpublisheddocument/1634/637719457599170000>

Next the Chief of the Police Department started attending each meeting.

Community members had to insist that public comments about non agenda items were allowed at the beginning of each meeting along with the fact that the consent calendar needed to be placed before conduct of business.

Minutes got shortened and public comments were no longer included in the meeting details unless received well in advance.

The city lost Tabatha Miller, had an interim City Manager, and now a new City Manager.

The city lost Marie Jones who was in charge of the Community Development Department, then hired new planners, as well as outside environmental organizations to evaluate certain projects. They do not have the knowledge locals have.

Do to the guaranteed rights by CEQA, NEPA, the Coastal Act, and other local laws comments during Public Hearings need to be encouraged and facilitated.

According to Lindy Peters “public scrutiny is welcome.” Who decides if and when public scrutiny is an attack on employees? When are comments from “activists” appreciated? When they are supportive of the City’s law suit against Mendocino Railway, but not when they are against a Hare Creek mall or a Grocery Outlet Bargain Market on North Harbor Drive?

The public is not privy to what transpired in the last 4 years that seems to have prompted this Anti-Bullying Policy and additional documentation.

Sometimes the public is misinformed. When reading comments from the public it helps when a person can be informed that their believes are not accurate. This had happened to me and appreciate having been notified about that.

I have also felt that some Council members were not as welcoming to comments from the public unless they live in Fort Bragg proper.

I did feel that there were occasions where even “bullying” happened by City Council members during City Council meetings. For one I was shocked when the committee to look at renaming Fort Bragg after having done serious work for a year were basically shut up the moment they were done with their presentation. What has happened since they came up with their great ideas?

I do not like the word “bullying”. I think there are many better words that can be used for various situations. As a former school teacher I have observed “bullying” on school sites, but among grownups in this setting it is important to specify what happened when and why, and not just use the name “bullying” to fit every situation. It seems the policy does not need to refer to schools.

It seems to me that many tools can be used to strengthen a positive collegiality at City Hall and make it clear that only appropriate behavior will be accepted. Trainings for staff, team building, having a backup person available when dealing with the public, so that people do not have to respond when triggered. Why not have a suggestion box or online information how City Hall could help people? Having regular meetings like Lindy Peters did for the public to attend and voice their concerns helped in the past.

Many people have money problems, feel lonely, have no work, can't find housing that they can afford, can not afford the City's bills, etc. Could the city have a list of local resources they can share with the public?

I believe when being reactionary things get worse. There was a time when the public was not trusted to see actual historical background in regards to a development in a separate room and the public had to squeeze into a corner in the office of the Community Development Department to see big plans.

It seems to me that it needs to be clearly established where things break down. Are issues experienced at City Hall, at City Council meetings, between employees, etc.? I suggest dealing with each situation accordingly instead of just trying to address everything with this policy.

Threatening to fire an employee based on an anti-bullying incident report does not encourage new people to apply to work at City Hall. How do you even enforce this? You might even need input from a lawyer. I wonder what the American Civil Liberties Union thinks about this policy (ACLU).

Thank you for allowing me to comment.

Sincerely, Annemarie Weibel

9-26-2022



City of Fort Bragg

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

Text File

File Number: 22-440

Agenda Date: 9/26/2022

Version: 1

Status: Business

In Control: City Council

File Type: Ordinance

Agenda Number: 8B.

Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 983-2022 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers



AGENCY:	City Council
MEETING DATE:	September 26, 2022
DEPARTMENT:	City Manager
PRESENTED BY:	Peggy Ducey
EMAIL ADDRESS:	Pducey@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 983-2022 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers

ISSUE:
 The last time the Fort Bragg City Council adjusted its monthly stipend was in 2008. Government Code Section 36516(a)(4) permits the adjustment of City Councilmembers' monthly stipend by Ordinance. State law also stipulates that the approved increase will not become effective until the beginning of the next elected term of any one of the Councilmembers.

ANALYSIS:
 The Fort Bragg City Council last adjusted its members' compensation rate in August 2008, by Ordinance 875-2008. The Ordinance amended the Fort Bragg Municipal Code Section 2.04.220 to increase the Councilmembers' monthly compensation from \$150 to \$300. The history of Council compensation is as follows:

<u>YEAR</u>	<u>AMOUNT</u>
1960	\$75
1986	\$150
2008	\$300

Government Code Section 36516(a)(4) permits a municipal government to increase City Councilmember compensation by 5% per calendar year since such monthly compensation was last increased. The 5% index is not compounded annually, per 2006 opinion of the State Attorney General (see *89 Ops. Cal. Atty General 159, 161-62 (2006)*).

September 12, 2022 marks fourteen years since the last time the City Council increased its monthly stipend. Accordingly, the current stipend of \$300 is multiplied by 5% per calendar year for 14 years:

$$[(\$300 \times 5\%) \times (14 \text{ years})] + \$300 = \$510$$

If adopted, the attached Ordinance will amend the Fort Bragg Municipal Code Section 2.04.060 to increase the current Councilmember monthly stipend from \$300 to \$510. This

adjustment becomes effective after the Councilmembers elected on November 8, 2022 begin their term of office, which is December 12, 2022.

RECOMMENDED ACTION:

1. Introduce by title only and waive the first reading of Ordinance 983-2022 amending Section 2.04.060 (Salary Designated) of the Fort Bragg Municipal Code.

ALTERNATIVE ACTION(S):

1. Provide staff with further direction.

FISCAL IMPACT:

Approving the City Council's increased compensation will cost the City an additional \$12,600 annually. For FY 2022/23, the cost is \$6,825 for 6.5 months. Finance has reviewed this and recommended approval.

GREENHOUSE GAS EMISSIONS IMPACT:

None.

IMPLEMENTATION/TIMEFRAMES:

If introduced on September 26, 2022, the Ordinance will come back to City Council for adoption on October 11, 2022 and will become effective on November 10, 2022. The new salary will be operative when new Councilmembers are sworn into office on December 12, 2022.

ATTACHMENTS:

1. Ordinance 983-2022
2. FBMC Section 2.040.060 – Redline

NOTIFICATION:

N/A

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING SECTION
2.04.060 (SALARY DESIGNATED) OF
CHAPTER 2.04 (CITY COUNCIL) OF
TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE FORT BRAGG
MUNICIPAL CODE**

ORDINANCE NO. 983-2022

WHEREAS, California Government Code Section 36516 provides that the City Council may enact an ordinance providing that each member of the City Council shall receive compensation during their term of office; and

WHEREAS, California Government Code Section 36516 designates the City Councilmember monthly stipend is established by ordinance, not to be effective until the beginning of the next elected term of any one of the Councilmembers; and

WHEREAS, the current Councilmembers' compensation of three hundred dollars (\$300) per month has not been increased since 2008; and

WHEREAS, the Council's activities have expanded since 2008, including the correspondingly increased responsibilities and time commitments of Councilmembers to City business, increased concern with and involvement in regional issues, increased inflation, the ongoing pandemic, and future challenges of global warming.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. The above recitals constitute a part of the findings made by the City Council in adopting this Ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Section 2.04.060 of the Fort Bragg Municipal Code entitled "Salary Designated" is hereby amended to read in its entirety as follows:

2.04.060 SALARY DESIGNATED

Each member of the City Council shall receive, as salary, the sum of \$510 per month, as prescribed in Cal. Government Code § 36516 for cities with population under 35,000, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the City.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on September 26, 2022 and adopted at a regular meeting of the City of Fort Bragg held on October 11, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

PUBLISH: September 29, 2022 and October 20, 2022 (by summary).
EFFECTIVE DATE: November 10, 2022.

CHAPTER 2.04

City Council

Section	
2.04.010	Time
2.04.020	Place
2.04.025	Installation of officers
2.04.030	Mayor and Vice Mayor - election
2.04.031	Mayor and Vice Mayor - duties and authority
2.04.032	Mayor - office vacancy filling
2.04.033	Vice Mayor - office vacancy filling
2.04.036	Scope of §§ 2.04.030 through 2.04.033
2.04.040	Rules of procedure generally
2.04.045	Standing committees designated
2.04.050	Ad hoc committees
2.04.055	Bills - referral to Finance and Administration Committee
2.04.060	Salary designated
2.04.065	Benefits designated
2.04.070	Salary separate from reimbursement for expenses

Statutory reference:

Salary schedules for City Councilmembers, see Cal. Government Code § 36516

Scheduling of City Council meetings, see Cal. Government Code §§ 36805 through 36809

The power of the Mayor in regard to City Council meetings, see Cal. Government Code §§ 36802 and 36803; for the provision indicating that the Council may establish rules for the conduct of its proceedings, see Cal. Government Code § 36813

2.04.010 TIME.

The City Council shall hold its regular meetings on the second and fourth Mondays of each month beginning at 6:00 p.m., or at such other time as the Council may establish by resolution no more frequently than on an annual basis. A resolution changing the regular meeting time of a City Council meeting shall become effective 30 days following adoption of such resolution. In the event that a regular City Council meeting falls on a recognized City holiday, the meeting shall be held on the next regular business day at 6:00 p.m., or at such other time as the Council may establish by resolution no more frequently than on an annual basis.

(Ord. 904 §2, passed 06-11-2012)

2.04.020 PLACE.

The regular meeting place of the City Council for the transaction of business as the City Council is fixed and established at the Town Hall, situated on the southwest corner of Laurel Street and North Main Streets, and commonly known as 363 North Main Street, Fort Bragg, California. The City Council may convene a regular or special meeting at any other location within the City limits as long as proper notice of such location is provided in accordance with applicable laws.

(Ord. 904 §2, passed 06-11-2012)

2.04.025 INSTALLATION OF OFFICERS.

Newly-elected City Councilmembers shall take and hold office for their prescribed terms following the declaration of the election results at the City Council meeting at which the declaration of the election results for a general municipal election is made, pursuant to Elections Code sections 10262 and 10263. If one or more City Councilmembers is/are appointed, pursuant to Elections Code section 10229, then the appointed City Councilmember(s) shall take and hold office for their prescribed terms either immediately or beginning with the first regular City Council meeting following the appointment.

(Ord. 904 §2, passed 06-11-2012)

2.04.030 MAYOR AND VICE MAYOR - ELECTION.

At the City Council meeting at which the declaration of election results for a general municipal election is made, pursuant to Elections Code sections 10262 and 10263, and following the declaration of the election results, the City Council shall choose one of its number to serve as Mayor, and one of its number to serve as Vice Mayor. If no general municipal election is held, pursuant to Elections Code section 10229, then at the first regular City Council meeting in December, the City Council shall choose one of its members to serve as Mayor and one of its members as Vice Mayor. The Mayor and Vice Mayor shall serve in their respective positions until the City Council chooses a successor Mayor and/or Vice Mayor. (Ord. 904 §2, passed 06-11-2012)

2.04.031 MAYOR AND VICE MAYOR - DUTIES AND AUTHORITY.

The Mayor shall preside over the meetings of the City Council and is the president of the Council. The Mayor shall decide all questions of order. The Mayor may make or second any motion before the City Council and present and discuss any matter as a member of the City Council. The Mayor shall perform the duties as are prescribed by law in accordance with the California Government Code and other laws of the State of California or the United States Government governing the duties and responsibilities of the Mayor. If the Mayor is absent or unable to act for a period of 60 days or less but retains his or her position as a member of the Council, the Vice Mayor shall serve until the Mayor returns or is able to act. The Vice Mayor has all of the powers and duties of the Mayor in the absence of the Mayor.

(Ord. 904 §2, passed 06-11-2012)

2.04.032 MAYOR - OFFICE VACANCY FILLING.

If the Mayor dies, resigns, or otherwise vacates the Office of Mayor, or fails to perform the duties of Mayor for a period in excess of 60 days, the City Council shall declare the Office of Mayor to be vacant and shall select a new Mayor from one of its members at the next regularly scheduled City Council meeting or at a special City Council meeting called for this purpose.

(Ord. 904 §2, passed 06-11-2012)

2.04.033 VICE MAYOR - OFFICE VACANCY FILLING.

In the event that the Vice Mayor is selected as Mayor by the City Council, the City Council shall also select a new Vice Mayor at the same meeting at which it selects the Mayor. If for any reason the Office of Mayor continues to remain vacant and unfilled, the Vice Mayor shall exercise and have all of the powers and duties of the Mayor.

(Ord. 904 §2, passed 06-11-2012)

2.04.036 SCOPE OF §§ 2.04.030 THROUGH 2.04.033.

Sections 2.04.030 through 2.04.033 shall govern the selection of the Mayor and the Vice Mayor in accordance with the Government Code of the State of California or other statutes which may govern the selection process. The sections do not govern or control the appointment, election, or special election of an individual to fill the position of Councilmember but deal only with the selection of the Mayor or Vice Mayor from existing members of the City Council.

(Ord. 904 §2, passed 06-11-2012)

2.04.040 RULES OF PROCEDURE GENERALLY.

The City Council may establish (and amend, from time to time) rules for the conduct of its proceedings by adoption of a resolution.

(Ord. 904 §2, passed 06-11-2012)

2.04.045 STANDING COMMITTEES DESIGNATED.

A. There shall be four standing committees; each committee shall consist of two members of the City Council to be appointed by the Mayor.

B. The committees are as follows:

1. Community Development Committee;
2. Finance and Administration Committee;
3. Public Safety Committee; and
4. Public Works and Facilities Committee.

(Ord. 904 §2, passed 06-11-2012)

2.04.050 AD HOC COMMITTEES.

The Mayor may also appoint ad hoc committees, whose composition and purpose shall be set by the Mayor.

(Ord. 904 §2, passed 06-11-2012)

2.04.055 BILLS - REFERRAL TO FINANCE AND ADMINISTRATION COMMITTEE.

All bills against the City, when presented, shall be approved by individual departments and the Finance Director prior to being paid. Once paid, a list of check warrants shall be referred to the Finance and Administration Committee for review and approval.

(Ord. 904 §2, passed 06-11-2012)

2.04.060 SALARY DESIGNATED.

Each member of the City Council shall receive, as salary, the sum of ~~\$300~~\$510 per month, as prescribed in Cal. Government Code § 36516 for cities with population under 35,000, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the City.

(Ord. 904 §2, passed 06-11-2012)

2.04.065 BENEFITS DESIGNATED.

A. City Councilmembers and their dependents are eligible for health care insurance and dental insurance through plans offered by the Redwood Empire Municipal Insurance Fund (R.E.M.I.F.). The premiums for such health care insurance and dental insurance are paid by the City during the time that a Councilmember serves on the City Council.

B. The City agrees to provide a life insurance and accidental death and dismemberment policy in the amount of \$5,000 for each Councilmember.

C. The benefits as set forth in A. and B. above shall not be included for purposes of determining salary under Cal. Government Code § 36516, provided the same benefits are available and paid by the City for its employees.

(Ord. 904 §2, passed 06-11-2012)

2.04.070 SALARY SEPARATE FROM REIMBURSEMENT FOR EXPENSES.

The salaries prescribed in this article are and shall be exclusive of any amounts payable to each member of the City Council as reimbursement for actual and necessary expenses incurred by him or her in the performance of official duties for the City.

(Ord. 904 §2, passed 06-11-2012)



City of Fort Bragg

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

File Number: 22-492

Agenda Date: 9/26/2022

Version: 1

Status: Business

In Control: City Council

File Type: Ordinance

Agenda Number: 8C.

Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code



AGENCY: City of Fort Bragg
MEETING DATE: September 26, 2022
DEPARTMENT: Community Development
PRESENTED BY: Valerie Stump
EMAIL ADDRESS: vstump@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code

ISSUE:

The Fort Bragg Municipal Code contains an accumulation of ordinances that govern personal and business conduct within the City. Title 1 of the municipal code contains general provisions that relate to enforcement of City ordinances and provide procedures for administrative hearings and appeals. The last update to Title 1 of the Fort Bragg Municipal Code (FBMC) was over ten years ago. Staff initiated a review of Title 1 to ensure that the City remains in alignment with State regulations.

ANALYSIS:

Staff summarized the proposed changes in a staff report to City Council on September 12, 2022 and received recommendations for language in section 1.08.010 concerning appeals for administrative decisions and administrative citations. After discussion, Council directed staff to leave the language to only allow *Responsible Parties* the ability to appeal administrative decisions and administrative citations.

See Attachment 2 for a table summarizing the changes to Title 1.

RECOMMENDED ACTION:

Staff recommends introducing Ordinance 982-2022 by title only and waiving further reading of the text.

ALTERNATIVE ACTION:

Make revisions and consider introduction of the ordinance at a later date.

FISCAL IMPACT:

This ordinance will establish a penalty system that is consistent with State law and may result in additional penalties being paid to the City. However, it is not anticipated that penalties imposed and collected under this ordinance will result in a net gain of revenue to the City given the many costs associated with enforcement.

GREENHOUSE GAS EMISSIONS IMPACT:

This ordinance has no effect on greenhouse gas emissions.

CONSISTENCY:

The adoption of this ordinance is consistent with established practices and regulations set

forth by the State.

IMPLEMENTATION/TIMEFRAMES:

With introduction of the Ordinance on September 26, 2022 and adoption on October 11, 2022, the Ordinance would become effective November 10, 2022.

ATTACHMENTS:

1. Draft Ordinance 982-2022 Repealing and Replacing Title 1 of the Fort Bragg Municipal Code
2. Summary table of changes to Title 1 of the Fort Bragg Municipal Code

NOTIFICATIONS:

N/A

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE REPEALING AND REPLACING TITLE 1 (GENERAL PROVISIONS) OF THE FORT BRAGG MUNICIPAL CODE

ORDINANCE NO. 982-2022

WHEREAS, Title 1 of the Fort Bragg Municipal Code details the Administrative Regulations, Definitions, and Processes for Administrative Hearings, Appeals of Administrative Decisions, and Administrative Citations and Penalties; and

WHEREAS, the City Council finds that updates to Title 1 of the Fort Bragg Municipal Code are necessary and appropriate to ensure that the City continues to operate in alignment with State regulations and has the full measure of legal means to enforce its ordinances.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. Repealing and replacing Title 1 of the Fort Bragg Municipal Code is necessary to ensure that the City conforms to state regulations as well as provides procedures to effectively enforce all provisions of the Municipal Code.
3. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Title 1 of the Fort Bragg Municipal Code is hereby repealed and replaced to read as follows:

CHAPTER 1.04

GENERAL PROVISIONS

Section

- 1.04.010 Definitions
- 1.04.020 Grammatical interpretation
- 1.04.030 Prohibited acts include causing, permitting, and the like
- 1.04.040 Construction
- 1.04.050 Repeal shall not revive any ordinances
- 1.04.060 Misdemeanor violations

1.04.010 DEFINITIONS.

For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CENTRAL BUSINESS DISTRICT or CENTRAL TRAFFIC DISTRICT. All streets and portions of streets within the area described as follows: All that area bounded by Pine Street on the north, Oak Street on the south, Main Street on the west, McPherson Street on the east and North Harrison Street heading east on Redwood Avenue.

CHIEF OF POLICE. The Chief of Police of Fort Bragg or his or her authorized subordinate.

CITY. The City of Fort Bragg, California, or the area within the territorial limits of the City of Fort Bragg, California, and the territory outside of the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

CITY MANAGER. The City Manager of the City of Fort Bragg, or his or her designee.

CITY COUNCIL. The City Council of the City of Fort Bragg, California. "All its members" or "all Councilmembers" means the total number of Councilmembers provided by the general laws of the State of California.

CODE, THIS CODE, or MUNICIPAL CODE. The City of Fort Bragg's Municipal Code, all uniform codes that have been incorporated into the City's Municipal Code, and any applicable local, state or federal laws and regulations that are or may be enforced by the City, including without limitation, the State Housing Law (Cal. Health and Safety Code § 17910, et. seq.).

COUNTY. The County of Mendocino, California.

FIRE CHIEF. The Fire Chief of Fort Bragg Fire Protection Authority or his or her authorized subordinate.

HOLIDAYS. The City observes the following legal holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas. Legal holidays falling on a Saturday are observed on Friday. Legal holidays falling on a Sunday are observed on Monday.

LAW. Denotes applicable federal law, the Constitution and statutes of the State of California, the ordinances of the City of Fort Bragg, California, and when appropriate, any and all rules and regulations which may be promulgated thereunder.

MAY. Is permissive.

MUST and SHALL. Each is mandatory.

OATH. Includes affirmation.

OFFICE. The use of the title of any officer, employee, or any office, means the officer, employee, or office of Fort Bragg unless otherwise specifically designated.

OFFICIAL TIME STANDARDS. Whenever certain hours are named herein, they shall mean standard time or daylight saving time as may be in current use in this City.

ORDINANCE. A law of the City; provided that a temporary or special law, administrative action, order or directive, may be in the form of a resolution.

PERSON. Natural person, joint venture, joint stock company, organization, partnership, association, club, company, corporation, business, trust, or the manager, lessee, agent, servant, officer, or employee of any of them.

POLICE OFFICER. Every officer of the Police Department of this City or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

STATE. The State of California.

STREET. Includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this City which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

VEHICLE CODE. The Vehicle Code of the State of California.

WRITTEN. Includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this code, it shall be made in writing in the English language, unless it is expressly provided otherwise.

1.04.020 GRAMMATICAL INTERPRETATION.

The following grammatical rules shall apply in the ordinances of the City.

- A. *Gender.* Any gender includes the other genders.
- B. *Singular and plural.* The singular number includes the plural and the plural includes the singular.
- C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa.
- D. *Use of words and phrases.* Words and phrases not specifically defined shall be construed according to the context and approved usage of the language.

1.04.030 PROHIBITED ACTS INCLUDE CAUSING, PERMITTING, AND THE LIKE.

Whenever in this code any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering, or concealing the fact of the act or omission.

1.04.040 CONSTRUCTION.

The provisions of this code and all proceedings under it are to be construed with a view to effect its objects and to promote justice.

1.04.050 REPEAL SHALL NOT REVIVE ANY ORDINANCES.

The repeal of an ordinance shall not repeal the repealing clause of the ordinance or revive any ordinance which has been repealed thereby.

1.04.060 MISDEMEANOR VIOLATIONS.

Whenever in this code any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required or the failure to do any act is declared to be unlawful, such violation of this code or failure to comply with its requirements shall constitute a misdemeanor, unless expressly provided otherwise. Any violation constituting a misdemeanor under this code, may, in the discretion of the City Attorney, be charged and prosecuted as an infraction. Any person convicted of a misdemeanor under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months or by both fine and imprisonment. Any person convicted of an infraction under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine only as follows: Upon a first conviction by a fine not exceeding \$100 and for a second conviction of the same ordinance within one year by a fine not exceeding \$200 and for any conviction of the same ordinance within a period of one year, by a fine not exceeding \$500 for each subsequent violation.

CHAPTER 1.06

ADMINISTRATIVE HEARING ORDINANCE

Section	
1.06.010	Title of chapter
1.06.020	Purpose and authority
1.06.030	Definitions
1.06.040	Service of notices and other writings
1.06.050	Form of notice of hearing
1.06.060	Hearing and Hearing Officer
1.06.070	Emergency hearing/decision
1.06.080	Hearing procedures and rules
1.06.090	Decision
1.06.100	Decision in writing
1.06.110	Payment and collection of penalties
1.06.120	Defaults and uncontested cases

- 1.06.130 Cost accounts
- 1.06.140 Imposition of liens or special assessments
- 1.06.150 Judicial review of decision of hearing body or hearing officer

1.06.010 TITLE OF CHAPTER.

This chapter shall be known as the Administrative Hearing Ordinance.

1.06.020 PURPOSE AND AUTHORITY.

The City Council establishes the procedures set forth in this chapter to provide administrative hearing procedures pursuant to Cal. Government Code § 36900, et seq., 38660, 38771 through 38775, inclusive, 53069.4, 54988 and all other statutes and laws referenced herein.

1.06.030 DEFINITIONS.

For the purpose of this chapter, Chapter 1.08, and Chapter 1.12, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CODE, THIS CODE, or MUNICIPAL CODE. The City of Fort Bragg’s Municipal Code, all uniform codes that have been incorporated into the City’s Municipal Code, and any applicable local, state or federal laws and regulations that are or may be enforced by the City, including without limitation, the State Housing Law (Health and Safety Code § 17910, et. seq.).

DAY or DAYS. Calendar days.

HEARING BODY. For Land Use and Development Code-related matters governed by Titles 17 and 18 of this Code, the Hearing Body is the Planning Commission, with appeals to the City Council. For all other Municipal Code violations, the initial hearing shall be conducted before a Hearing Officer, as defined below.

HEARING OFFICER. The City Manager or any person or persons appointed by the City Manager to conduct hearings pursuant to this chapter.

RESPONSIBLE PARTY or RESPONSIBLE PARTIES. Any person, firm, association, club or organization (including informal clubs or organizations), corporation, partnership, trust(ee), or entity, and a parent or legal guardian of any person(s) under eighteen years of age, whose acts or omissions have caused or contributed to a violation of this Code, and shall include any owner(s) or occupant(s) of the affected property, or any party with a legal interest in the affected property.

1.06.040 SERVICE OF NOTICES AND OTHER WRITINGS.

Service of a writing on, or giving of notice to, a Responsible Party in a procedure provided for in this chapter is subject to the following provisions:

A. The writing or notice shall be delivered personally or sent by mail or other means to the Responsible Party at the Responsible Party's last known address or, if the Responsible Party is a party with an attorney or other authorized representative of record in the proceeding, to the Responsible Party's attorney or other authorized representative. If the Responsible Party has an address on file with the City, the Responsible Party's last known address is the address on file with the City;

B. Unless otherwise specified in the Municipal Code, service or notice by mail may be by first-class mail, registered mail, or certified mail, by mail delivery service, by facsimile transmission if complete and without error, or by other electronic means as provided by law, at the discretion of the sender. Service by mail or mail delivery service shall be effective on the date of deposit, and service by facsimile or other electronic means shall be effective when sent.

1.06.050 FORM OF NOTICE OF HEARING.

The Notice of Hearing shall be served as provided in § 1.06.040 at least twenty (20) calendar days prior to the date set for the hearing. The Notice of Hearing shall be in substantially the following form, but may include other information:

"You are hereby notified that a hearing will be held before [insert the name of the Hearing Body or Hearing Officer] at [insert the place of the hearing] on the _____ day of _____, 20____, at the hour of _____, regarding

_____. You may be present at the hearing. You have the right to be represented by an attorney at your own expense, or to represent yourself without legal counsel. You may present any relevant evidence, question any witnesses testifying or evidence presented against you, and call witnesses on your behalf."

If any City representative submits a written report or other material concerning the subject matter of the hearing to the Hearing Officer or Hearing Body for consideration at the hearing, then a copy of the report or other material shall be served on the person requesting the hearing and the Responsible Parties at least five (5) calendar days before the hearing.

1.06.060 HEARING AND HEARING OFFICER.

A. *Hearing Officer.* A person may not serve as a Hearing Officer or as part of a Hearing Body in any of the following circumstances:

1. If the person has served as an investigator, prosecutor or advocate in the proceeding or in its pre-hearing stage; or
2. If the person is subject to the authority, direction or discretion of a person who has served as an investigator, prosecutor or advocate in the proceeding or its pre-hearing stage.

B. *Powers of the Hearing Officer.* The Hearing Officer shall have the following powers:

1. Conduct Administrative Citation hearings and administrative appeal hearings as provided under the authority of this Code.
2. Continue a hearing based on good cause shown by one of the parties to the hearing or upon his/her/its own independent determination that due process has not been adequately afforded to a Responsible Party.
3. Exercise continuing jurisdiction over the subject matter of an appeal hearing for the purposes of granting a continuance, ensuring compliance with an Administrative Citation, modifying an Administrative Citation, or where extraordinary circumstances exist, granting a new administrative hearing.
4. Require and direct a Responsible Party to post a performance bond to ensure compliance with an Administrative Citation.
5. Rule upon the merits of an appeal hearing upon consideration of the evidence submitted and issue a written decision resolving the case.
6. Uphold, award, impose, assess, or deny a fine or penalty authorized under this Code;
7. Assess administrative costs according to proof.
8. Set, increase, or decrease, according to proof, the amount of fine or penalty or the daily rate of such fine or penalty sought by the City to be awarded, imposed, or assessed in those cases where the fine or penalty is not fixed but is subject to a range as otherwise established by this Code.
9. In those cases where the fine or penalty is not fixed but is subject to a range as otherwise established by this Code, determine the date certain upon which the assessment of civil penalties shall begin; and, where the corrections are subsequently completed to the City's satisfaction, the date certain upon which the assessment of civil penalties shall end. If the violations have not been so corrected, the daily accrual of the penalties assessed shall continue until the violations are corrected or the legal maximum limit is reached.
10. Where appropriate and as a condition of compliance in correcting the violations at issue, require each Responsible Party to cease violating this Code and to make all necessary corrections as specified by the City.

C. *Evidence.* Each party shall have the right to call and examine witnesses and introduce exhibits. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer or Hearing Body has the right to ask questions and the discretion to exclude evidence if its tendency to prove or disprove an issue is substantially outweighed by the likelihood that its admission will not assist in proving or clarifying a material issue or consume an undue amount of time. Evidence offered during a hearing must be credible and relevant in the estimation of the hearing body or hearing officer, but formal rules

governing the presentation and consideration of evidence shall not apply. Evidence presented by staff or other official of the City tending to support an administrative decision shall constitute prima facie evidence that the decision was justified. The burden of proof shall then be on the aggrieved party or other person challenging the decision to refute such evidence. The standard to be applied for meeting such burden shall be a preponderance of evidence.

1.06.070 EMERGENCY HEARING/DECISION.

A. A Hearing Officer or Hearing Body may issue an emergency decision for temporary, interim relief if a situation exists that involves an immediate danger to the public health, safety or welfare that requires immediate action. The underlying issue giving rise to the temporary, interim relief is subject to the regular hearing procedures set forth herein.

B. Before issuing an emergency decision under this section, the Hearing Officer or Hearing Body shall, if practicable, give the person who is the subject of the decision notice and an opportunity to be heard. Such notice may be oral or written, including notice by telephone, facsimile transmission or other electronic means, as the circumstances permit.

C. The Hearing Officer or Hearing Body shall issue an emergency decision, including a brief explanation of the factual and legal basis and reasons for the emergency decision, to justify the determination of an immediate danger and the decision to take the specific action. The City shall give notice to the extent practicable to the Responsible Party(ies). The emergency decision is effective when issued or as provided in the decision.

D. After issuing an emergency decision under this section for temporary, interim relief, a regular hearing shall be conducted to resolve the underlying issues giving rise to the emergency decision. The City shall commence the regular hearing proceeding within ten (10) calendar days after issuing an emergency decision under this section. COMMENCE for purposes of this section means serving a Notice of Hearing pursuant to § 1.06.040 of this chapter.

1.06.080 HEARING PROCEDURES AND RULES.

A. At any time prior to or after the Hearing, the Hearing Officer may:

1. Request relevant documents or information from any party to the appeal, however, the substance of the request and response, including any responsive documents, shall be shared with all parties to the appeal;
2. Request that a pre-hearing conference be held by telephone, video conference, or by written correspondence, such as email, for the purpose of addressing preliminary matters of fact, law, or logistics;
3. Request that the City Clerk send out notices or provide correspondence on behalf of the Hearing Officer.

- B. At any time prior to the Hearing, any party to the appeal may contact the Hearing Officer in writing with respect to the appeal so long as the correspondence is also sent to all other parties to the appeal.
- C. At the prescribed time and place for the hearing, the Hearing Officer shall consider relevant evidence and arguments from all parties, including but not limited to whether or not to confirm, alter or strike down the penalties imposed by the Citation.
- D. The Administrative Citation and any additional documents submitted by the City shall constitute prima facie evidence of the respective facts contained in those documents.
- E. Appellant bears the burden of proving that the citation was flawed and/or that the penalties imposed by the Citation should either be modified or stricken.
- F. The standard of proof shall be a preponderance of the evidence.
- G. Personal information about any reporting party related to the violation(s) shall not be disclosed.
- H. Parties may choose to be represented by an attorney. However, formal rules of evidence or procedure in any proceeding subject to this Chapter shall not apply. Nonetheless, any failure to make a timely objection to offered evidence constitutes a waiver of the objection. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will cause undue consumption of time.
- I. The failure of any appellant of an Administrative Citation to appear at the scheduled hearing shall constitute a failure to exhaust administrative remedies.
- J. The Hearing Officer may continue the hearing and request additional information from the parties prior to issuing a written decision.
- K. The Hearing Officer may issue any orders respecting the logistical administration of the hearing that it deems appropriate and just.

1.06.090 DECISION.

- A. Within ten (10) calendar days following the conclusion of the hearing, the Hearing Officer or Hearing Body shall make a decision regarding the issues presented during the course of the hearing, and the decision shall be based on a preponderance of the evidence. After making a decision, the Hearing Officer or Hearing Body may issue an appropriate order.
- B. A copy of an abatement order, administrative order, or decision of the Hearing Officer or Hearing Body shall be served on the Responsible Party in the same manner as used for service of a Notice of Hearing as described in § 1.06.040. Proof of service of the order or

decision shall be certified by a written declaration under penalty of perjury executed by the person effecting service, declaring the date, time, and manner that service was made.

C. An order shall become effective and enforceable immediately after announcement or service of such order unless the order includes a later effective date.

D. An order may include any combination of the following remedies:

1. Impose or uphold an administrative penalty, subject to Cal. Government Code § 36900(b) and §53069.4, as set forth in chapter 1.12.
2. Issue a “cease and desist” order requiring the Responsible Party(ies), or any agent, representative, employee, or contractor of a Responsible Party, to immediately stop any act, conduct, or condition that is a violation of this Code. A cease and desist order issued pursuant to this section shall be effective upon issuance and shall be served on the Responsible Party(ies) in the manner specified in § 1.06.040.
3. Require the Responsible Party(ies) to correct or eliminate any violation, including a proposed schedule for correction or elimination of said violation within a reasonable time. If a violation pertains to building, plumbing, electrical, or any other structural or zoning issues and the violation does not create an immediate threat to health or safety, the Responsible Party(ies) shall be provided at least fifteen (15) calendar days to correct, abate, or otherwise remedy the violation.
4. Require the Responsible Party(ies), or authorize the City, to restore a site or location that has been damaged or disturbed as a result of a violation of this Code to a pre-violation condition. Any order authorizing the City to undertake restoration efforts shall include provisions for the City to recover all restoration costs and expenses, including administrative costs, from the Responsible Party(ies).
5. Require the Responsible Party(ies), or authorize the City, to mitigate any damage or disturbance to protected or environmentally sensitive areas as a result of any violation, including without limitation, off-site replacement of damaged or destroyed natural resources where on-site restoration or mitigation is not feasible, as determined by the City. Any order authorizing the City to undertake mitigation efforts shall include provisions for the City to recover all costs of abatement, including mitigation costs and expenses, and may include attorneys’ fees, from the Responsible Party(ies).
6. Impose conditions that restrict or regulate the development of, use of, or activity on real property where a nexus exists between a Code violation(s) and the development, use or activity. Conditions may be imposed until the violations are fully abated. Restrictions and regulations on current or future development, use or activity may include site restoration and/or the suspension or revocation of any entitlements issued by the City.
7. Authorize the City to abate or cause the abatement of any nuisance condition, including without limitation those conditions described in § 6.12.040 of this Code, where the

Responsible Party has refused or has otherwise neglected or is unable to take steps to correct or eliminate said conditions. The order shall specify that if the City undertakes to abate or eliminate any nuisance condition, the City shall be entitled to recover all costs of abatement incurred in performing such work and other costs necessary to enforce the order, in accordance with §§ 6.12.040 and 6.12.050 of this Code. Such costs may be recovered by the City as a personal obligation and/or through a lien or a special assessment on the affected property as provided in § 6.12.160 of this Code.

8. Sustain, modify, or overrule a Notice of Violation issued by a Code Enforcement Officer, pursuant to § 6.12.060 of this Code.

9. Any other order or remedy that serves the interests of justice.

E. The City may seek to enforce any administrative order by confirmation from a court of competent jurisdiction. Any order that is judicially confirmed may be enforced through all applicable judicial enforcement measures, including without limitation, contempt proceedings upon a subsequent violation of such order.

1.06.100 DECISION IN WRITING.

The decision of a Hearing Officer or Hearing Body shall be in writing and shall include a statement of the factual and legal basis for the decision. The statement of the factual basis for the decision shall be based on the evidence presented at the hearing and in the record on the proceedings.

1.06.110 PAYMENT AND COLLECTION OF PENALTIES.

A. If an administrative penalty is imposed and the Responsible Party fails to timely request an administrative hearing in accordance with this chapter, the Responsible Party shall pay the amount of the penalty within thirty (30) days of the effective date of the penalty, unless an extension of time is requested by the party against whom the penalty is imposed and the request is granted by the City Manager in the case of a penalty imposed by a Code Enforcement Officer pursuant to § 6.12.155 of this Code, or by the Hearing Officer or Hearing Body if the penalty was imposed as part of an administrative order after a hearing pursuant to this chapter. Any penalty imposed shall be payable to the City, or to a collection agency if the penalty has been assigned to a collection agency pursuant to subsection C of this section.

B. If the amount of any penalty imposed for a violation relating to an affected property has not been satisfied in full within sixty (60) days of the date due and has not been successfully challenged by appeal pursuant to Chapter 1.08 of this Code or in court, the penalty amount may become a special assessment or lien against the affected property, as provided in § 1.06.140. If the City elects to make any penalty a special assessment or lien against the affected property, a statement of the amount due, and any additional costs or expenses that may be recoverable as part of the enforcement action, shall be prepared and submitted to the City Council for confirmation in accordance with the procedures described in § 1.06.130.

C. Notwithstanding subsection B of this section, the amount of any unpaid penalty may be collected by commencement of a civil action to collect such penalty, or in any other manner provided by law for the collection of debts, including assignment of the debt to a collection agency. Subject to the requirements of this Code and other applicable law, amounts assigned for collection are subject to collection agency rules, regulations and policies. The City shall be entitled to recover any and all costs, including attorneys' fees, associated with collection of any such penalty.

D. The payment of a penalty by or on behalf of any Responsible Party shall not relieve such party from the responsibility of correcting, removing or abating any nuisance condition, or performing restoration where required, nor prevent further proceedings under this Code or any other authority to achieve the correction, removal or abatement of a nuisance, or any required restoration.

1.06.120 DEFAULTS AND UNCONTESTED CASES.

Any Responsible Party who either fails to file a request for a hearing or an appeal or fails to appear at a duly noticed hearing, shall be deemed to have waived their right to a hearing, the adjudication of the issues related to the hearing, any and all rights afforded under this Code, and shall be deemed to have failed to exhaust their administrative remedies. The City may take action based on the record without further notice to the Responsible Party(ies), except as otherwise provided herein.

1.06.130 COST ACCOUNTS.

A. If an administrative order authorizes the City to recover its costs associated with the administrative proceeding, the City shall keep an accounting of such costs, and shall render a written report ("the cost report") to the City Council showing the costs incurred by the City. The cost report shall be agendaized as a "public hearing" item by the City Clerk at a subsequent City Council meeting following the required notice periods.

B. At least ten (10) days prior to the submission of the cost report to the City Council, the City Clerk shall cause a copy of the cost report to be mailed to the Responsible Party(ies) and/or to the owner of the property that was the subject of the administrative hearing. If the administrative hearing concerns conditions or uses of real property, a copy of the cost report shall be mailed to the owner(s) at the address shown for such owner(s) in the most recent tax assessor's records. The City Clerk shall also cause a Notice of Hearing to be mailed to the same person(s) or entity receiving a copy of the cost report. The Notice of Hearing shall set forth the date, time and location of the City Council meeting at which the cost report shall be submitted to the City Council.

C. At the time and place fixed for receiving and considering the cost report, the City Council shall hear a summary of the cost report and any objections by the Responsible Party(ies) or property owner against whom such costs are being charged or against whose property an abatement lien or special assessment may be imposed. After considering the cost report and

any objections thereto, the City Council may make such modifications to the cost report as it deems appropriate, after which the report may be confirmed by order of the City Council.

D. At the hearing on the cost report, the City Council may also authorize the imposition of a lien or special assessment on the property that was the subject of the administrative hearing pursuant to § 1.06.140.

E. A copy of a Council order confirming costs against the Responsible Party(ies) shall be served on the Responsible Party(ies) within ten (10) days of such order in the manner described in § 1.06.040. Any Responsible Party against whom costs are awarded by Council order shall have the right to seek judicial review of such order by filing a petition for writ of mandate in accordance with Cal. Code of Civil Procedure § 1094.5.

1.06.140 IMPOSITION OF LIENS OR SPECIAL ASSESSMENTS.

A. Any penalty imposed pursuant to this chapter, any administrative costs or other expenses that are levied in accordance with this Code, whether imposed or levied judicially or administratively, may be enforced by the recordation of a lien against the property of the owner of the real property where the nuisance condition existed. Any such lien shall be recorded in the office of the Mendocino County Recorder, and from the date of recording shall have the force, effect, and priority of a judgment lien. A lien authorized by this subsection shall specify the amount of the lien, that the lien is being imposed on behalf of the City, the date of any administrative order issued pursuant to this chapter, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.

B. Before recordation of a lien authorized by this section, a Notice of Lien shall be served on the Responsible Party(ies) and/or owner of record of the parcel of land to which the lien is directed, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The Notice of Lien shall be served in the same manner as a summons in a civil action. If the owner of record cannot be found, after a diligent search, the Notice of Lien may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation published in Mendocino County.

C. Any fee imposed on the City by the County Recorder for costs of processing and recording the lien as well as the cost of providing notice to the owner in the manner described herein may be recovered from the owner in any foreclosure action to enforce the lien or upon sale of the property on which the City has placed a lien following recordation.

D. As an alternative to the lien procedure described above, any associated costs or expenses, whether imposed or levied judicially or administratively, may become a special assessment against the real property that was the subject of the administrative hearing. Any special assessment imposed on real property pursuant to this section may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is

provided for ordinary municipal taxes. Notice of any special assessment that is levied on real property pursuant to this section shall be given to the owner by certified mail, and shall contain the information set forth in Cal. Government Code § 38773.5(c). All laws applicable to the levy, collection, and enforcement of municipal taxes, including those described in Cal. Government Code § 38773.5(c), shall be applicable to such special assessment.

1.06.150 JUDICIAL REVIEW OF DECISION OF HEARING BODY OR HEARING OFFICER.

A. Except for an administrative decision made by the Planning Commission as the Hearing Body (which may be appealed to the City Council), or any decision that may be appealed to the Coastal Commission pursuant to the California Coastal Act, any Responsible Party who is aggrieved by a decision of a Hearing Officer or Hearing Body, and who has exhausted the administrative remedies provided in this Code, or any other applicable law, shall have the right to seek judicial review of such decision by filing a petition for writ of mandate in accordance with Cal. Code of Civil Procedure § 1094.5. A petition for writ of mandate must be filed within ninety days (90) after the administrative decision becomes final (as determined in Cal. Code of Civil Procedure § 1094.6). Notwithstanding these time limits, where a shorter time limitation is provided by any other law, including that set forth in Cal. Government Code § 53069.4 (see subsection E of this section), such shorter time limit shall apply.

B. Written notice of the time limitation in which a party may seek judicial review of an administrative order or decision (except for the imposition of an administrative penalty) shall be given to all Responsible Parties in the matter by the City in substantially the following form: "Judicial review of this decision may be sought by following the procedure outlined in Cal. Code of Civil Procedure § 1094.5. Judicial review must be sought not later than the 90th day following the date on which this decision becomes final, except that where a shorter time is provided by any state or federal law, such shorter time limit shall apply."

C. This section shall not be deemed to revive any cause of action or grounds for relief through a special proceeding that is barred by law or equity.

D. All costs of preparing an administrative record that may be recovered by a local agency pursuant to Cal. Code of Civil Procedure § 1094.5(a) or successor statute shall be paid by the petitioner prior to delivery of the record to petitioner.

E. Any Responsible Party against whom an administrative penalty has been imposed pursuant to this chapter and who has exhausted the administrative remedies provided in this Code or other applicable law may obtain judicial review of said penalty pursuant to Cal. Government Code § 53069.4 by filing an appeal with the Mendocino County Superior Court, subject to the time limits described therein. Any such appeal shall be filed as a limited civil case. Written notice of the subject time limits shall be given to all Responsible Parties against whom a penalty is imposed in substantially the following form:

"The time within which judicial review of the penalty imposed by this order must be sought is governed by Government Code § 53069.4. Judicial review must be sought not later than 20 days after service of the order imposing or confirming such penalty."

CHAPTER 1.08

APPEAL OF ADMINISTRATIVE DECISION

Section

- 1.08.010 Appeal of administrative decision and citation
- 1.08.020 Enforcement stayed during appeal
- 1.08.030 Procedure for a request for hearing/appeal of an administrative citation

1.08.010 APPEAL OF ADMINISTRATIVE DECISION AND CITATION.

A. Any challenge to an administrative decision to revoke, suspend, limit or condition a right, activity, license or privilege, or from an administrative citation issued pursuant to Chapter 1.12, may be appealed by a Responsible Party in the administrative decision to revoke, suspend, limit or condition a right, activity, license or privilege pursuant to the procedures set forth in Section 1.08.030. Any appeal hearing before a Hearing Officer or Hearing Body, except as may otherwise be provided in the Fort Bragg Municipal Code, shall be subject to, and conducted in accordance with, the Administrative Hearing Ordinance, codified in Chapter 1.06 of the Fort Bragg Municipal Code, as the same may be amended from time to time (referred to hereinafter in this chapter as "Administrative Hearing Ordinance"). This chapter shall not apply to actions, determinations, or decisions that are appealable to the California Coastal Commission pursuant to §§ 17.71.045, 17.92.040 and any other provision of the Coastal Land Use and Development Code.

B. Except for appeals to the Coastal Commission, all requests for an appeal hearing must be filed with the City Clerk within ten (10) days from the date of service of any determination, action or decision unless another provision of this code provides an alternate timeline for appeal.

C. Failure to timely submit a Request for Hearing of any administrative penalty or decision constitutes a waiver of the right to an administrative hearing and a failure to exhaust administrative remedies.

1.08.020 ENFORCEMENT STAYED DURING APPEAL.

Enforcement of an administrative penalty, decision or order shall be stayed during the pendency of an appeal therefrom which is properly and timely filed, unless the City obtains an order from a court of competent jurisdiction, based on a showing of good cause, requiring or authorizing the enforcement of such penalty, decision or order. Good cause may be shown by evidence indicating that a stay of enforcement (1) will result in harm to the City and/or to persons or property; (2) has burdens or consequences that outweigh the benefit(s) of the condition or activity that is the subject matter of the administrative penalty, decision or order; (3) will allow conditions or activities that are otherwise illegal or are in clear violation of a provision of law that the City is authorized to enforce; or (4) is contrary to the interests of justice. The foregoing examples of "good cause" are not intended to be exhaustive.

1.08.030 PROCEDURE FOR A REQUEST FOR HEARING/APPEAL OF AN ADMINISTRATIVE CITATION.

A. Time to file an Appeal. Within ten (10) days from the date that an administrative decision is made or a penalty pursuant to chapter 1.12 becomes due, any Responsible Party may contest any aspect of the administrative decision, Citation or penalty imposed.

B. To appeal, the Responsible party must give notice to the City Clerk before the time to appeal expires by either completing and returning a notice of appeal of Citation form, or by providing a document, in writing, bearing the title, "Appeal of Administrative Decision/Citation," containing:

1. The name, address and phone number of the appellant who is the Responsible Party or a representative of the Responsible Party;
2. Sufficient information to identify the administrative decision and/or Citation; and
3. The grounds on which the administrative decision and/or Citation is being contested, including, but not limited to, denial that a violation occurred, denial that a violation was not corrected within the applicable correction period, denial that the Responsible Party is responsible for the violation, or denial that the circumstances warrant imposition of the fine(s) prescribed.

C. Every appeal received by the City pursuant to this section may be reviewed to determine if the appeal is complete, valid and timely. If the City determines that the request for appeal is not timely, or is based on grounds not authorized by this Chapter, or is missing information required by this section, the request for appeal may be rejected by the City, and the City will notify the appellant of the same using the contact information provided in the appeal documents, or if no contact information was provided, using the address at which the administrative decision and/or Citation at issue was delivered. The rejection of an appeal, which is determined to be incomplete, invalid or untimely, does not extend the time in which the appellant has to file its appeal.

D. The City Clerk, having received a complete, valid and timely appeal, shall set the time and place for hearing and shall serve a Notice of Hearing in a form and in the manner described in the Administrative Hearing Ordinance, Chapter 1.06. It shall be sufficient to provide notice to the appellant by using the address listed in the request for appeal.

E. An appeal hearing shall be set for a date not less than twenty (20) calendar days nor more than sixty (60) calendar days from the date the appeal is filed, unless the Hearing Officer or Hearing Body determines that the matter is urgent or that good cause exists for an extension of time, in which case the hearing date may be shortened or extended, as warranted by the circumstances.

F. At the place and time set forth in the Notice of Hearing, an appeal hearing shall be conducted according to the procedures described in the Administrative Hearing Ordinance.

The failure of a responsible party, as that term is defined in the Administrative Hearing Ordinance, or of any other interested party, to appear at the hearing following proper notice shall constitute a waiver of the right to be heard and a failure by such party to exhaust his/her/its administrative remedies, as further set forth in section 1.06.120.

G. Within ten (10) calendar days following the conclusion of the hearing, the Hearing Officer or Hearing Body shall make a decision regarding the issues presented during the course of the hearing, and the decision shall be based on a preponderance of the evidence. The decision of the Hearing Officer can include whether or not to grant a hardship waiver, and whether or not the city is entitled to reimbursement for costs for the Hearing Officer's services. After making a decision, the Hearing Officer or Hearing Body shall issue a written decision on the appeal. The decision of the Hearing Officer shall be final.

H. Any person who is aggrieved by a decision of a hearing shall have the right to seek judicial review of such decision in accordance with § 1.06.150 of the Administrative Hearing Ordinance.

CHAPTER 1.12

ADMINISTRATIVE CITATIONS AND PENALTIES

Section	
1.12.010	Findings and Purpose
1.12.020	Citation
1.12.030	Definitions
1.12.040	Scope of Chapter
1.12.050	Nonexclusivity and Election of Proceedings
1.12.060	Recordation of Notice of Violation
1.12.070	Administrative Penalty; Amounts
1.12.080	Citation for Violation of the Code
1.12.090	Service Procedures
1.12.100	Appeal of an Administrative Citation
1.12.110	Hardship Waiver

1.12.010 Findings and Purpose.

The City Council finds and declares all of the following:

- A. The enforcement of the Fort Bragg Municipal Code is an important public service and is vital to the protection of the public's health, safety and quality of life.
- B. There is a need to establish various mechanisms for the remediation of violations of City ordinances.
- C. Traditional methods of code enforcement through civil litigation and criminal prosecution can be time-consuming and ineffective.

D. Enforcing the Fort Bragg Municipal Code through administrative citations enhances the City's ability to recover its costs and maintain the integrity of the code enforcement system. It also improves the City's ability to impose and collect penalties from violators, which helps to deter future violations.

E. Pursuant to Section 53069.4 of the California Government Code, the City Council elects to create a system of administrative citations and hearings to ensure prompt and responsive compliance with the Fort Bragg City Code and state law.

1.12.020 Citation.

This chapter shall be referred to as the "Fort Bragg City Administrative Citation Ordinance."

1.12.030 Definitions.

The definitions set forth in Section 1.04.010 and 1.06.030 apply in addition to the following:

A. "Administrative Costs" means all costs incurred by or on behalf of the City from the first discovery of the violation of the Code through the appeal process and until compliance is achieved, including but not limited to, staff time in investigating the violation, inspecting the property where the violation occurred, preparing investigation reports, sending notices, preparing for and attending any appeal hearing, attorneys' fees, and fees paid to the Hearing Officer. "Administrative Cost" shall not mean the administrative citation fines and the administrative civil penalties assessed pursuant to this chapter. "Administrative Costs" shall not mean late payment charges that accrue, or collection costs incurred, as a result of unpaid administrative citation fines.

B. "Administrative Code Enforcement Remedies" means administrative abatement, summary abatement, administrative citations, and administrative civil penalties as provided in this Code; and recordation of any notice, including notice of pendency of administrative proceeding, to the property owner and all other interested parties of violations of any provisions contained in this Code.

C. "Citation" or "Administrative Citation" means a civil citation issued pursuant to this chapter stating that there has been a violation of one (1) or more provisions of the Code and setting the amount of the administrative penalty to be paid by the Responsible Party.

D. "Department" means the City department that issued the Citation.

E. "Enforcement Officer" shall mean any City employee or officer of the City with the authority to enforce any provision of this Code, or such employee's or officer's designee.

1.12.040 Scope of Chapter.

A. This chapter may be used by any officer, agent or employee of the City who is authorized to enforce this Code, or any non-codified City ordinance or law.

B. Use of this chapter for the enforcement of code provisions shall be at the sole discretion of the City, its officers, agents and employees.

C. This chapter may be utilized to the extent that the provisions herein do not conflict with due process or any other law.

D. This chapter shall not apply to the extent that other provisions of the Code, or other applicable local, state or federal law provide an exclusive remedy.

1.12.050 Nonexclusivity and Election of Proceedings.

This chapter provides for enforcement proceedings that are supplemental to all other enforcement proceedings provided elsewhere in the Code, or by state or federal law, whether administrative, civil or criminal in nature. As such, the provisions of this chapter may be utilized alone or in conjunction with other provisions of the Code to enforce all the provisions of the Code. This chapter shall not apply to the extent that other provisions of the Code state an exclusive remedy within a particular title or chapter. Election to employ one (1) or more proceedings provided in this chapter shall be at the sole discretion of the City, and shall be without prejudice to the City choosing to also proceed simultaneously or subsequently by pursuing different enforcement proceedings with respect to the same violation.

1.12.060 Recordation of Notice of Violation.

A. Whenever a person authorized by the City issues a Citation or notice regarding a violation of this Code that relates to real property, the City may record a notice with the Mendocino County Recorder pursuant to the provisions in this section.

B. The provisions of this section do not limit or otherwise restrict the recording of notices that are permitted to be recorded by some other authority, such as a different ordinance or statute.

C. The notice of violation to be recorded shall:

1. Specify the names of the record owners,
2. Describe the real property, and
3. Describe the violations on the property.

D. At least thirty (30) days prior to recording such notice the City shall advise the owner or owners of the property to be affected by the notice of violation about the City's intent to record the notice of violation.

1. Such advisement about the City's intent to record shall be provided to the owner(s) in writing, and may be served on the owner(s) in person, or by first class mail, postage prepaid.

2. If service is made by mail, the City may use the address as reported on the latest equalized assessment roll, and the notice shall not be recorded until after at least thirty-five (35) days from the date of mailing.

E. The notice of intent to record shall specify a date certain, prior to recordation, on or before which evidence and/or arguments may be presented or submitted to the issuing department as to why the notice of violation should not be recorded.

F. Evidence that is timely submitted or presented to the issuing Department shall be reviewed and considered by the issuing Department, and the Department's written response shall become the final administrative determination.

G. If evidence is not timely presented or submitted as to why a notice should not be recorded, then the owner(s) and any other responsible party(ies) waive their right to administrative review, and the notice of intent to record will become the final administrative determination.

H. After issuance of the notice of intent to record, the notice of violation may be recorded immediately after the requisite time period has expired if evidence was not timely presented or submitted, and if evidence was timely presented or submitted, such notice of violation may be recorded after the department's written response and after expiration of the requisite time period.

1.12.070 Administrative Penalty; Amounts.

A. Any Responsible Party violating any provision of the Code, any non-codified ordinance or other Fort Bragg City law, or any law that is specifically adopted or otherwise incorporated into the Code, may be issued an Administrative Citation by an Enforcement Officer in accordance with the provisions of this chapter.

B. Each and every day a violation of the provisions of the Code exists constitutes a separate and distinct offense.

C. The Enforcement Officer may issue a Citation for a violation not committed in the official's presence, if the Enforcement Officer has determined through investigation that the Responsible Party did commit or is otherwise responsible for the violation.

D. A civil fine shall be assessed by means of an Administrative Citation issued by the Enforcement Officer and shall be payable directly to the City of Fort Bragg.

E. Unless otherwise provided for in this chapter or elsewhere in the Code, the amount of the fine for each violation shall be:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;

2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Code provision within one (1) year from the date of the first violation;
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same Code provision within one (1) year from the date of the first violation.

F. Unless otherwise provided for in this chapter or elsewhere in the Code, the amount of the fine for each violation of any local building or safety code shall be:

1. A fine not exceeding one hundred thirty dollars (\$130.00) for a first violation;
2. A fine not exceeding seven hundred dollars (\$700.00) for a second violation of the same Code provision within one (1) year from the date of the first violation;
3. A fine not exceeding one thousand three dollars (\$1,300.00) for each subsequent violation of the same Code provision within one (1) year from the date of the first violation.

G. If the maximum fines allowed to be charged by California Government Code section 36900 for violations that are infractions increases or decreases, then the revised amounts allowed or permitted by California state law shall automatically apply to subsections 1.12.070(E) and (F), as of the effective date of the change in State law, for all offenses for which a different penalty has not otherwise been provided by this Code.

H. Whenever the City finds that a person is maintaining a public nuisance as defined by this Code or a non-codified Fort Bragg City ordinance, such maintenance of the public nuisance is a violation of this Code and may be enforced by imposition of administrative penalties pursuant to the provisions of this Chapter as an additional or alternative enforcement mechanism.

I. The administrative penalty shall become effective immediately upon service of the Administrative Citation. Failure to correct a violation within twenty-four (24) hours of service of a Citation, unless the Citation indicates a longer period of time, may result in the issuance of a subsequent Citation or Citations, which may impose a higher penalty or penalties.

J. If a Citation indicates that penalties will accrue daily, then for each twenty-four (24) hour period that the violation remains uncorrected, an additional penalty will be imposed as stated in the Citation, for up to ninety (90) days.

K. A Citation will have the following effects if it is issued for an uncorrected violation for which a Citation had previously been issued:

1. The penalty imposed by the new Citation will take effect on the day it is served;
2. If a penalty had been accruing daily as a result of the prior Citation, then the prior penalty imposed will cease to accrue upon imposition of the new Citation.

L. A penalty imposed by a Citation for a single occurrence shall become due immediately upon service of the Citation, and shall be paid to the City no later than thirty (30) days after service of the Citation unless otherwise agreed to by the City.

M. A penalty imposed by a Citation that specifies a daily accrual amount shall become due on the first day that the penalties no longer accrue - the earlier of either the violation being confirmed by the City as corrected, the service of a subsequent Citation for the same recurring violation, or the expiration of ninety (90) days after service of the Citation; such penalty due shall be paid to the City no later than thirty (30) days after the penalty becomes due unless otherwise agreed to by the City.

N. Rescission and Modification of Citation:

1. The daily accrual of penalties associated with an issued Citation may be paused by the Department if such pause is part of a strategy to obtain code compliance.
2. A Citation, along with any associated monetary penalty, may be rescinded and voided by the director of the Department, or authorized designee, if done for the purpose of correcting a mistake by the City, or as part of a strategy to obtain code compliance.
3. Citation penalties may be reduced by informal agreement with the Responsible Party by the director of the Department, or authorized designee, if such reduction is part of a strategy to obtain code compliance. However, in the absence of City Council approval, such informal reduction may not exceed twenty-five thousand dollars (\$25,000.00).

1.12.080 Citation for Violation of the Code.

A. Pursuant to Government Code section 53069.4(a)(2)(A), when a Code violation involves a continuing violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, which also does not create an immediate danger to health or safety, the Enforcement Officer shall first provide the Responsible Party notice of the violation and a reasonable amount of time to correct or otherwise remedy the violation. A Code Enforcement Officer may determine a reasonable time based on the type of violation and the particular circumstances, however, the provision of thirty (30) days to correct a violation will be considered reasonable in the absence of a showing by the Responsible Party that a longer period of time was necessary. At minimum, the notice of a violation must provide sufficient notice to the Responsible Party of the violation and the time permitted to correct the violation.

B. The Administrative Citation shall be issued on a form containing:

1. The name and address of the Responsible Party;
2. The date, approximate time, and address or definite description of the location where the violation was observed;

3. The Code sections or provisions violated and a description of the violation as needed;
4. The amount of the fine imposed;
5. A statement explaining how, where, to whom, and within what number of days the penalty shall be paid;
6. Identification of appeal rights, including the time within which the Administrative Citation may be contested and how to request a hearing and/or the process to submit a request for hearing with advance deposit hardship waiver to contest the Citation;
7. The signature of the Enforcement Officer issuing the Citation along with the date of issuance of the Citation; and
8. Any other information deemed necessary or appropriate by the Enforcement Officer.

C. The Administrative Citation shall be served upon the Responsible Party pursuant to Section 1.12.090.

D. Upon receipt of a Citation, the Responsible Party shall correct the violations and pay the fine to the issuing Department, or file a written request for appeal of the Citation pursuant to the provisions in this Chapter.

E. Payment of the fine shall not excuse or discharge the Responsible Party from correcting the violation nor shall it bar further enforcement action by the City. If the Responsible Party fails to correct the violation, subsequent Administrative Citations may be issued for maintaining, continuing or repeating the same violation. The amount of the fine for subsequent violations shall increase at a rate specified in this Chapter.

1.12.090 Service Procedures.

A. An Administrative Citation shall be served on the Responsible Party by an Enforcement Officer in one (1) of the following ways:

1. Personal service; or
2. First class mail, postage prepaid, to the Responsible Party's mailing address as shown on the City's last equalized property tax assessment rolls, if such address is available, or otherwise to the last known address of the Responsible Party; or
3. Posting the Administrative Citation conspicuously on or in front of the property which is the subject of the violation and mailing a copy of the notice to the Responsible Party by first class mail. This method of service is only effective if personal service fails, but posting may be done in addition to the service under subsections (1) or (2).

4. Alternative Service. If the person being served agrees, service may be accomplished in any agreeable manner, including but not limited to fax, email, or overnight delivery.

B. The date of service shall be the date on which the Citation is either personally served, mailed, posted, or in the case of alternative service, the date the City initiates the delivery of the agreed method of service. For the purpose of this section, "mailed" means deposited for mailing with the United States Postal Service, or placed for collection and mailing by way of the City Department's ordinary business practices through which mail is collected and placed for mailing with the United States Postal Service, with postage prepaid.

C. The time in which an act is to be performed according to law, which is based on the service date described in this section, shall be extended by five (5) days if the service was provided by either mailing or posting.

1.12.100 Appeal of an Administrative Citation.

A. An appeal of a Citation shall follow the procedures set forth in chapter 1.08 of this Code.

1.12.110 Hardship Waiver.

A. Any Responsible Party who is issued a second, third, or other subsequent Citation pursuant to Fort Bragg Municipal Code section 1.12.070(E) or (F) may seek a financial hardship waiver to reduce the penalty amount imposed by the citation.

B. An appellant may apply for a hardship waiver by identifying their hardship as grounds for contesting the Administrative Citation, and by following the procedures in this Chapter to contest the Citation.

C. Such hardship waiver may be granted upon a showing by the Responsible Party that:

1. The responsible party has made a bona fide effort to comply after the first violation, and
2. Payment of the full amount of the fine would impose an undue financial burden on the Responsible Party.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its

passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on the 26th day of September, 2022 and adopted at a regular meeting of the City of Fort Bragg held on 11th day of October, 2022 by the following vote:

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

**Bernie Norvell,
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**

**PUBLISH: September 29, 2022 and October 20, 2022 (by summary).
EFFECTIVE DATE: November 10, 2022.**

The following table summarizes the changes to FBMC Title 1 that constitutes a repeal and replace of the current Title 1.

Amendments to FBMC Title 1	
Sections with a (*) indicate an addition of a new section or subsection	
Chapter 1.04	
FBMC Section	Proposed Change(s)
1.04.010 Definitions	<ul style="list-style-type: none"> • Revising the following definitions for the sake of clarity, modernization, or grammatical errors: <ul style="list-style-type: none"> ○ Central Business District or Central Traffic District ○ Holidays ○ Written
1.04.060 Misdemeanor Violations	<ul style="list-style-type: none"> • Adding section 1.04.060 to Chapter 1.04 <ul style="list-style-type: none"> ○ This section establishes the authority to constitute a violation of the Municipal Code as a Misdemeanor. ○ Originally this was in section 1.12.010 (A)
Chapter 1.06	
Chapter Table of Contents	<ul style="list-style-type: none"> • Section renumbering
1.06.030 Definitions	<ul style="list-style-type: none"> • Including “Chapter 1.12” in the description of the section at the start of section 1.06.030. • Adjusting the definition of “Responsible Party or Responsible Parties,” to include “or any party with a legal interest in the affected property”
*1.06.060 Hearing and Hearing Officer	<ul style="list-style-type: none"> • Adding “And Hearing Officer” to the title of the section so that it will be called “Hearing and Hearing Officer” • *Replacing 1.06.060 (B) with subsection titled “Powers of the Hearing Officer.” <ul style="list-style-type: none"> ○ Describes the duties and powers of the Hearing Officer • Renumbering subsection titled “Evidence” to 1.06.060 (C).
*1.06.080 Hearing Procedures and Rules	<ul style="list-style-type: none"> • Replacing existing 1.06.080 with a new section titled “Hearing Procedures and Rules.” <ul style="list-style-type: none"> ○ Lists the powers of the Hearing Officer and the details of the proceedings.
1.06.090- 1.06.150	<ul style="list-style-type: none"> • Renumbering existing sections to account for the replacement of 1.06.080 with a new section <ul style="list-style-type: none"> ○ Changing Section “Decision” from 1.06.080 to 1.06.090 ○ Changing Section “Decision in Writing” from 1.06.090 to 1.06.100 ○ Changing Section “Payment and Collection of Penalties” from 1.06.100 to 1.06.110 ○ Changing Section “Defaults and Uncontested Cases” from 1.06.110 to 1.06.120 ○ Changing Section “Cost Accounts” from 1.06.120 to 1.06.130 ○ Changing Section “Imposition of Liens or Special Assessments” from 1.06.130 to 1.06.140 ○ Changing Section “Judicial Review of Decision of Hearing Body or Hearing Officer” from 1.06.140 to 1.06.150

1.06.090 Decision	<ul style="list-style-type: none"> • Grammatically restructuring subsection B for clarity. • Adding reference to Chapter 1.12 in subsection D.
1.06.120 Defaults and Uncontested Cases	<ul style="list-style-type: none"> • Adding language that addresses defaults and uncontested cases as it relates to the right to a hearing.
1.06.140 Imposition of Liens or Special Assessments	<ul style="list-style-type: none"> • Adjusting subsection D to remove “any penalty imposed pursuant to this section, and” to account for the new chapter that details the penalties.
Chapter 1.08	
1.08.010 Appeal of Administrative Decision	<ul style="list-style-type: none"> • Adjusting the title to “Appeal of Administrative Decision and Citation” • Adding language to subsection A to include administrative citations, references to Chapter 1.12, and specifying who has the ability to appeal. • Adjusting sentence structure in subsection B, and adjusting the number of days from the date of service of any determination, action, or decision from 15 days to 10 days. • Eliminating current subsection C that details the hearing fee requirements because the fees are established in other sections and in the Fee Schedule. • Subsection D is changing to subsection C. • Removes the language about an appeal processing fee because it’s established elsewhere, and adds “decision” to specify that appeals of administrative decisions will need to be filed in a timely manner in order to not have the right to appeal waived.
*1.08.030 Procedure for a Request for Hearing	<ul style="list-style-type: none"> • Adjusting title to “Procedure for a Request for Hearing/Appeal of an Administrative Citation” • Renumbering subsections to account for new sections replacing subsection A through D. <ul style="list-style-type: none"> ○ Sections A through D now describe the process, timeframes, and the authority of City staff for appeals of administrative decisions or administrative penalties. ○ Subsection E (FKA subsection B) adjusting the number of calendar days that an appeal hearing will be set within. ○ Subsection F (FKA subsection C) adding a reference to section 1.06.120. ○ Subsection G (FKA subsection D) adding language about the ability of the Hearing Officer to grant a hardship waiver or whether the City can request reimbursement of the costs of the Hearing Officer’s services. Also specifying that the Hearing Officer’s decision shall be final.
Chapter 1.12	
*1.12.010 Penalty	<ul style="list-style-type: none"> • Changing the title of the Chapter from “General Penalty” to “Administrative Citations and Penalties.” • Removing the existing section 1.12.010 titled “Penalty” because the section language was moved to 1.04.060.

	<ul style="list-style-type: none"> • Turning section 1.12.010 into the “Findings and Purpose” of the Chapter.
*1.12.020 Citation	<ul style="list-style-type: none"> • Adding section 1.12.020 titled “Citation.” <ul style="list-style-type: none"> ○ Stating that this Chapter will be referred to as the “Fort Bragg City Administrative Citation Ordinance.”
*1.12.030 Definitions	<ul style="list-style-type: none"> • Adding section 1.12.030 titled “Definitions.” Section defining the following terms in the context of the Chapter: <ul style="list-style-type: none"> ○ “Administrative Costs” ○ “Administrative Code Enforcement Remedies” ○ “Citation” or “Administrative Citation” ○ “Department” ○ “Enforcement Officer”
*1.12.040 Scope of Chapter	<ul style="list-style-type: none"> • Adding section 1.12.040 titled “Scope of Chapter” to indicate the who and when can utilize the Chapter and the exceptions to the uses of the Chapter.
*1.12.050 Nonexclusively and Election Proceedings	<ul style="list-style-type: none"> • Adding section 1.12.050 titled “Nonexclusively and Election of Proceedings” to establish that it’s at the discretion of the City to what extent and in what cases the enforcement proceedings established in this Chapter and the Code will be utilized.
*1.12.060 Recordation of Notice of Violation	<ul style="list-style-type: none"> • Adding section 1.12.060 titled “Recordation of Notice of Violation” establishing the process of recording violations with the Mendocino County Recorder.
*1.12.070 Administrative Penalty; Amounts.	<ul style="list-style-type: none"> • Adding section 1.12.070 “Administrative Penalty; Amounts” specifying the process for citing administrative penalties in connection with administrative citations, the amount limits that administrative penalties can be cited within, and the ways that citations/penalties can be modified.
*1.12.080 Citation for Violation of the Code	<ul style="list-style-type: none"> • Adding section 1.12.080 “Citation for Violation of the Code” establishing how a citation will be issued, the appropriate evidence to substantiate the administrative citation, and the repercussions of a violation going uncorrected.
*1.12.090 Service Procedures	<ul style="list-style-type: none"> • Adding section 1.12.090 “Service Procedures” establishing the way that administrative citations will be served on Responsible Parties.
*1.12.100 Appeal of an Administrative Citation	<ul style="list-style-type: none"> • Adding section 1.12.100 “Appeal of an Administrative Citation” to indicate that the appeal of administrative citation will fall under the same procedures set forth in Chapter 1.08.
*1.12.110 Hardship Waiver	<ul style="list-style-type: none"> • Adding section 1.12.110 “Hardship Waiver” to indicate when a Responsible Party may seek a financial hardship waiver and what information would need to be submitted in order for the City to determine whether a waiver will be granted.