



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 11, 2023

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

You are invited to a Zoom webinar.

When: Sep 11, 2023 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85240274300>

*Or Telephone: 1 669 444 9171 or 1 253 205 0468 (*6 mute/unmute, *9 raise hand)*

Webinar ID: 852 4027 4300

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

- A. 23-302 CV Starr Lifeguard Recognition

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

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

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

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

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

- A. [23-287](#)** Approve the Establishment of CV Starr Manager Mid-Management Classification, the Establishment of the Public Works Administrative Assistant Fort Bragg Employee Organization Classification and Confirming All City of Fort Bragg Established Classifications

Attachments: [RESO Master Salary Schedule-CVStrrManager & AdmnAsstntNonConfidntl](#)
[2023.07.30 CompSchedule Add CV Starr MgrDRAFT](#)
[CVSTARRmgr DRAFT](#)

- B. [23-268](#)** Approve Scope of Work for Request for Proposals for Preparation of a Collections Systems Master Plan

Attachments: [Collection System RFP Scope of Work 09012023](#)

- C. [23-248](#) Receive Report and Consider Adoption of City Council Resolution Approving Cooperative Agreement with Noyo Harbor District and Authorizing the Mayor to Execute Contract (Amount Not to Exceed \$40,000; Account No. 337-5080-0630); and Finding the Project Exempt from CEQA under 14 CR 15268
- Attachments:** [09112023 Noyo Harbor Agreement Report](#)
[Cooperative Agreement](#)
[RESO Noyo Harbor Agreement](#)
[LCP-22-07 Standard Agreement](#)
- D. [23-294](#) Adopt Resolution of the Fort Bragg City Council Authorizing Staff to Apply for a Community Resilience Center Grant through the Strategic Growth Council of the State of California with any Awarded Funds Intended to be used to Increase the Community's Resiliency to Climate Change and Emergencies
- Attachments:** [RESO Community Resilience Grant](#)
- E. [23-292](#) Readopt Master Traffic Resolution
- Attachments:** [RESO 1271-2023B Traffic Committee](#)
- F. [23-301](#) Adopt Resolution Approving Contract Amendment with Burke, Williams & Sorensen, LPP for Legal Counsel in Filing of Eminent Domain Proceedings for Reconstruction of the City's Raw Water Line, Increasing the Not to Exceed Amount to \$45,000 And Approving Budget Amendment 2023/24-05 (Account No. 651-6007-0310)
- Attachments:** [RESO BWS Law Offices Amendment](#)
[Exhibit A- Budget Amendment](#)
- G. [23-279](#) Receive and File Minutes of the January 24, 2023 Community Development Committee Meeting
- Attachments:** [01242023 CDC Minutes](#)
- H. [23-278](#) Receive and File Minutes of the March 29, 2023 Community Development Committee Meeting
- Attachments:** [03292023 CDC Minutes](#)
- I. [23-277](#) Receive and File Minutes of the May 17, 2023 Community Development Committee Meeting
- Attachments:** [05172023 CDC Minutes](#)
- J. [23-295](#) Receive and File Minutes of the June 08, 2023 Public Works and Facilities Committee Meeting
- Attachments:** [06082023 PWF Minutes](#)

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.

- A. [23-288](#) Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12030 and Approve Resolution Accepting the Final Product from Community Development Block Grant (CDBG) Planning Grant 20-CDBG-12030

Attachments: [09112023 Report CDBG 20-CDBG-12030](#)
[09112023 PH Notice Closeout Mill Site UBAP](#)
[09112023 PH Notice Closeout Mill Site UBAP Spanish](#)
[RESO Mill Site Closeout 09112023](#)
[Fort Bragg Concepts Report FINAL 9Nov2022](#)
[Public Comment 9.11.23 CC Mtg Item No 7A](#)

- B. [23-289](#) Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Attachments: [09112023 Report CDBG 20-CDBG-CV1-00124](#)
[09112023 PH Notice Closeout Mill Site UBAP](#)
[09112023 PH Notice Closeout Mill Site UBAP Spanish](#)
[UBAP Program Guidelines Updated 10.24.2022](#)
[Closeout Demographics](#)

- C. [23-290](#) Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

Attachments: [09112023 Report CDBG 20-CDBG-CV1-00108](#)
[09112023 PH Notice Closeout Mill Site UBAP](#)
[09112023 PH Notice Closeout Mill Site UBAP Spanish](#)
[UBAP Program Guidelines Updated 10.24.2022](#)
[Closeout Demographics](#)

8. CONDUCT OF BUSINESS

- A. [23-274](#) Receive Report and Consider Adoption of City Council Resolution Approving Agreement with the Regents of the University of California and Authorizing the Mayor to Execute Agreement (Amount Not to Exceed \$89,000; Account No. 337-5080-0630); and Finding the Project Exempt from CEQA under 14 CR 15268

Attachments: [09112023 CASG Staff Reprt](#)
[Att 1 - Fellowship Announcement](#)
[Att 2 - May 2022 Symposium Summary](#)
[Att 3 - CASG Resolution](#)
[Att 4 - CASG Fellow Agreement](#)
[Att 5 - LCP-22-07 Standard Agreement](#)

- B. [23-291](#) Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreements with Melton Design Group in a Not to Exceed Amount of \$246,500 to Provide Design Services and Construction Documents for the Bainbridge Park Enhancement Project, Approving Budget Amendment 2023/24-04 (Account No. 419-5031-0731), Authorizing City Manager to Execute Contract and reimbursing the Facilities Fund for the purchase of Wiggly Giggly Equipment approved in FY 22/23 of \$200,000 (Account No. 419-7999-0799)

Attachments: [09112023 Design Services for Bainbridge Park Enhancement Project](#)
[Att 1 - RESO Design Services for Bainbridge Park Enhancement Project](#)
[Att 2 - Exhibit A- Budget Amendment](#)
[Att 3 - RFP Response List](#)
[Public Comment -- 9_11_23 CC Mtg.. Item No. 8B](#)

- C. [23-298](#) Receive Report and Consider Adoption of Resolution Approving Budget Amendment BA 23/24-06 for Payment to the Fort Bragg Unified School District for the Repairs to the Tennis Courts and Pickleball Courts and Authorizing City Manager to Release Payment (Amount Not to Exceed \$97,600; Account No. 110-4390-0619)

Attachments: [9112023 Pickleball Courts](#)
[RESO Measure AB Funds to FBUSD](#)
[Exhibit A Budget Amendment](#)
[Ex B Cost Estimate](#)

9. CLOSED SESSION

- A. [23-299](#) Conference with Legal Counsel--Anticipated Litigation Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: (two cases)

Attachments: [Public Comment 9.11.23 CC Mtg Item No 9A](#)

- B. [23-300](#) Conference with Legal Counsel--Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9. City of Fort Bragg v. Mendocino Railroad

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., MONDAY, September 25, 2023**

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 7, 2023.

Diana Sanchez
Administrative Analyst



City of Fort Bragg

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

File Number: 23-302

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: A.

CV Starr Lifeguard Recognition



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Text File

File Number: 23-287

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: A.

Approve the Establishment of CV Starr Manager Mid-Management Classification, the Establishment of the Public Works Administrative Assistant Fort Bragg Employee Organization Classification and Confirming All City of Fort Bragg Established Classifications
Resolution to established the CV Starr Manager, Mid-Management Classification, establish the Administrative Assistant classification, and confirm all City of Fort Bragg established classifications.

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.30.2023 Cost of Living Adjustments
Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

		Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)						
Hourly		27.24	28.61	30.04	31.54	33.12
Bi-Weekly		2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly		4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual		56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Administrative Analyst - Police (Confidential; Non-Bargaining)						
Hourly		27.24	28.61	30.04	31.54	33.12
Bi-Weekly		2,136.80	2,288.80	2,403.20	2,523.20	2,649.60
Monthly		4,722.32	4,959.07	5,206.93	5,466.93	5,740.80
Annual		56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Administrative Assistant - Non-Confidential (FBEO)						
Hourly		25.11	26.37	27.69	29.07	30.52
Bi-Weekly		2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly		4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual		52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)						
Hourly		37.17	39.03	40.98	43.03	45.18
Bi-Weekly		2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly		6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual		77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Assistant City Engineer (FBEO)						
Hourly		33.90	35.60	37.38	39.25	41.21
Bi-Weekly		2,712.38	2,848.00	2,990.40	3,140.00	3,296.80
Monthly		5,876.83	6,170.67	6,479.20	6,803.33	7,143.07
Annual		70,521.98	74,048.00	77,750.40	81,640.00	85,716.80
Assistant City Manager (Executive; At-Will)						
Hourly		50.28	52.79	55.43	58.20	61.11
Bi-Weekly		4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly		8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual		104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Assistant Finance Director (Mid-Management; Non-Bargaining)						
Hourly		40.21	42.22	44.33	46.55	48.88
Bi-Weekly		3,216.67	3,377.60	3,546.40	3,724.00	3,910.40
Monthly		6,969.46	7,318.13	7,683.87	8,068.67	8,472.53
Annual		83,633.47	87,817.60	92,206.40	96,824.00	101,670.40
Assistant Planner (FBEO)						
Hourly		32.30	33.92	35.62	37.40	39.27
Bi-Weekly		2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly		5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual		67,191.07	70,553.60	74,089.60	77,792.00	81,681.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner (FBEO)								
Hourly				33.45	35.12	36.88	38.72	40.66
Bi-Weekly				2,675.66	2,809.60	2,950.40	3,097.60	3,252.80
Monthly				5,797.27	6,087.47	6,392.53	6,711.47	7,047.73
Annual				69,567.26	73,049.60	76,710.40	80,537.60	84,572.80
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00
City Councilmember (Elected)								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
Code Enforcement Officer (FBEO)								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60
Community Services Officer (FBPA)								
Hourly				22.72	23.86	25.05	26.30	27.62
Bi-Weekly				1,817.74	1,908.80	2,004.00	2,104.00	2,209.60
Monthly				3,938.45	4,135.73	4,342.00	4,558.67	4,787.47
Annual				47,261.34	49,628.80	52,104.00	54,704.00	57,449.60
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				43.24	45.40	47.67	50.05	52.55
Bi-Weekly				3,459.02	3,632.00	3,813.60	4,004.00	4,204.00
Monthly				7,494.55	7,869.33	8,262.80	8,675.33	9,108.67
Annual				89,934.62	94,432.00	99,153.60	104,104.00	109,304.00
Construction Project Manager (Temporary, Part-time, At-Will)								
				43.24	45.40	47.67	50.05	52.55
CV Starr Manager (Mid-Management, Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.30.2023 Cost of Living Adjustments
Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Director - Community Development Department (Executive; At Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Director of Public Works (Executive; At Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Engineering Technician (FBEO)								
Hourly				30.75	32.29	33.90	35.60	37.38
Bi-Weekly				2,460.24	2,583.20	2,712.00	2,848.00	2,990.40
Monthly				5,330.52	5,596.93	5,876.00	6,170.67	6,479.20
Annual				63,966.24	67,163.20	70,512.00	74,048.00	77,750.40
Environmental Compliance Coordinator (FBEO)								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
Finance Technician I (FBEO)								
Hourly				22.63	23.77	24.96	26.21	27.52
Bi-Weekly				1,810.70	1,901.60	1,996.80	2,096.80	2,201.60
Monthly				3,923.19	4,120.13	4,326.40	4,543.07	4,770.13
Annual				47,078.30	49,441.60	51,916.80	54,516.80	57,241.60
Finance Technician II (FBEO)								
Hourly				24.96	26.21	27.52	28.90	30.35
Bi-Weekly				1,996.75	2,096.80	2,201.60	2,312.00	2,428.00
Monthly				4,326.30	4,543.07	4,770.13	5,009.33	5,260.67
Annual				51,915.55	54,516.80	57,241.60	60,112.00	63,128.00
Finance Technician III (FBEO)								
Hourly				27.51	28.88	30.32	31.84	33.43
Bi-Weekly				2,200.75	2,310.40	2,425.60	2,547.20	2,674.40
Monthly				4,768.30	5,005.87	5,255.47	5,518.93	5,794.53
Annual				57,219.55	60,070.40	63,065.60	66,227.20	69,534.40

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Government Accountant I (FBEO)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Government Accountant (Part-Time, Regular less than 20 hours weekly)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				1,212.98	1,273.60	1,337.20	1,404.00	1,474.40
Monthly				2,628.13	2,759.47	2,897.27	3,042.00	3,194.53
Annual				31,537.58	33,113.60	34,767.20	36,504.00	38,334.40
Grants Coordinator (FBEO, Grant Funded)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				33.92	35.61	37.39	39.26	41.22
Bi-Weekly				2,713.20	2,848.80	2,991.20	3,140.80	3,297.60
Monthly				5,878.60	6,172.40	6,480.93	6,805.07	7,144.80
Annual				70,543.20	74,068.80	77,771.20	81,660.80	85,737.60
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Human Resources Manager (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
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				21.00				

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Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I - Janitor (FBEO)								
Hourly				21.22	22.28	23.39	24.56	25.79
Bi-Weekly				1,697.28	1,782.40	1,871.20	1,964.80	2,063.20
Monthly				3,677.44	3,861.87	4,054.27	4,257.07	4,470.27
Annual				44,129.28	46,342.40	48,651.20	51,084.80	53,643.20
Maintenance Worker II (FBEO)								
Hourly				24.11	25.32	26.59	27.92	29.32
Bi-Weekly				1,929.02	2,025.60	2,127.20	2,233.60	2,345.60
Monthly				4,179.55	4,388.80	4,608.93	4,839.47	5,082.13
Annual				50,154.62	52,665.60	55,307.20	58,073.60	60,985.60
Maintenance Worker III (FBEO)								
Hourly				25.32	26.58	27.91	29.31	30.78
Bi-Weekly				2,025.31	2,126.40	2,232.80	2,344.80	2,462.40
Monthly				4,388.18	4,607.20	4,837.73	5,080.40	5,335.20
Annual				52,658.11	55,286.40	58,052.80	60,964.80	64,022.40
Maintenance Worker IV (FBEO)								
Hourly				26.57	27.90	29.30	30.77	32.31
Bi-Weekly				2,125.68	2,232.00	2,344.00	2,461.60	2,584.80
Monthly				4,605.64	4,836.00	5,078.67	5,333.47	5,600.40
Annual				55,267.68	58,032.00	60,944.00	64,001.60	67,204.80
Maintenance Worker Lead (FBEO)								
Hourly				29.22	30.68	32.21	33.82	35.51
Bi-Weekly				2,337.84	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,065.32	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,783.84	63,814.40	66,996.80	70,345.60	73,860.80
Manager-Special Projects (Mid-Management; Non-Bargaining, Grant Funded)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Mechanic (FBEO)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Office Assistant (Temporary Position)								
Hourly				20.00				
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.30.2023 Cost of Living Adjustments
Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Operations Supervisor (FBEO)								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
Planning Technician (FBEO)								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.99	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				56.66	59.49	62.46	65.58	68.86
Bi-Weekly				4,532.88	4,759.20	4,996.80	5,246.40	5,508.80
Monthly				9,821.24	10,311.60	10,826.40	11,367.20	11,935.73
Annual				117,854.88	123,739.20	129,916.80	136,406.40	143,228.80
Police Chief (Executive; At Will)								
Hourly				74.68	78.42	82.34	86.46	90.78
Bi-Weekly				5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly				12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual				155,343.55	163,113.60	171,267.20	179,836.80	188,822.40
Police Chief/Assistant City Manager (Executive; At Will)								
Hourly				78.41	82.33	86.45	90.77	95.31
Bi-Weekly				6,272.80	6,586.40	6,916.00	7,261.60	7,624.80
Monthly				13,591.07	14,270.53	14,984.67	15,733.47	16,520.40
Annual				163,092.80	171,246.40	179,816.00	188,801.60	198,244.80
Police Sergeant Intermediate POST (FBPA)								
Hourly				42.93	45.08	47.33	49.70	52.19
Bi-Weekly				3,434.43	3,606.40	3,786.40	3,976.00	4,175.20
Monthly				7,441.27	7,813.87	8,203.87	8,614.67	9,046.27
Annual				89,295.23	93,766.40	98,446.40	103,376.00	108,555.20
Police Sergeant Intermediate POST - Acting (FBPA, Temporary)								
Hourly				42.93	45.08	47.33	49.70	52.19
Bi-Weekly				3,434.43	3,606.40	3,786.40	3,976.00	4,175.20
Monthly				7,441.27	7,813.87	8,203.87	8,614.67	9,046.27
Annual				89,295.23	93,766.40	98,446.40	103,376.00	108,555.20
Police Sergeant Advance POST (FBPA)								
Hourly				45.39	47.66	50.04	52.54	55.17
Bi-Weekly				3,631.37	3,812.80	4,003.20	4,203.20	4,413.60
Monthly				7,867.96	8,261.07	8,673.60	9,106.93	9,562.80
Annual				94,415.57	99,132.80	104,083.20	109,283.20	114,753.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.30.2023 Cost of Living Adjustments
Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer Basic POST (FBPA)								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.88	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,793.41	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,520.88	72,987.20	76,627.20	80,454.40	84,468.80
Police Officer Intermediate POST (FBPA)								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00
Police Officer Advance POST (FBPA)								
Hourly				36.81	38.65	40.58	42.61	44.74
Bi-Weekly				2,944.98	3,092.00	3,246.40	3,408.80	3,579.20
Monthly				6,380.78	6,699.33	7,033.87	7,385.73	7,754.93
Annual				76,569.38	80,392.00	84,406.40	88,628.80	93,059.20
Police Recruit (1040 hours; FBPA)								
Hourly				28.72				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Public Works Administrative Analyst (FBEO)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi -Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
Hourly				31.95	33.55	35.23	36.99	38.84
Bi-Weekly				2,556.00	2,684.00	2,818.40	2,959.20	3,107.20
Monthly				5,538.00	5,815.33	6,106.53	6,411.60	6,732.27
Annual				66,456.00	69,784.00	73,278.40	76,939.20	80,787.20
Special Investigator Basic POST (FBPA)								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.30.2023 Cost of Living Adjustments
Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Intermediate POST (FBPA)								
Hourly				36.84	38.69	40.62	42.65	44.78
Bi-Weekly				2,947.45	3,095.20	3,249.60	3,412.00	3,582.40
Monthly				6,386.14	6,706.27	7,040.80	7,392.67	7,761.87
Annual				76,633.65	80,475.20	84,489.60	88,712.00	93,142.40
Special Investigator Advanced POST (FBPA)								
Hourly				38.66	40.59	42.62	44.75	46.99
Bi-Weekly				3,092.47	3,247.20	3,409.60	3,580.00	3,759.20
Monthly				6,700.36	7,035.60	7,387.47	7,756.67	8,144.93
Annual				80,404.27	84,427.20	88,649.60	93,080.00	97,739.20
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Systems Technician (FBEO)								
Hourly				23.27	24.43	25.65	26.93	28.28
Bi-Weekly				1,861.30	1,954.40	2,052.00	2,154.40	2,262.40
Monthly				4,032.81	4,234.53	4,446.00	4,667.87	4,901.87
Annual				48,393.70	50,814.40	53,352.00	56,014.40	58,822.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.68	21.71	22.80	23.94	25.14
Bi-Weekly				1,654.03	1,736.80	1,824.00	1,915.20	2,011.20
Monthly				3,583.74	3,763.07	3,952.00	4,149.60	4,357.60
Annual				43,004.83	45,156.80	47,424.00	49,795.20	52,291.20
Treatment Plant Operator I (FBEO)								
Hourly				25.66	26.95	28.30	29.72	31.21
Bi-Weekly				2,053.06	2,156.00	2,264.00	2,377.60	2,496.80
Monthly				4,448.29	4,671.33	4,905.33	5,151.47	5,409.73
Annual				53,379.46	56,056.00	58,864.00	61,817.60	64,916.80
Treatment Plant Operator II (FBEO)								
Hourly				26.96	28.31	29.73	31.22	32.78
Biweekly				2,156.69	2,264.80	2,378.40	2,497.60	2,622.40
Monthly				4,672.82	4,907.07	5,153.20	5,411.47	5,681.87
Annual				56,073.89	58,884.80	61,838.40	64,937.60	68,182.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.30.2023 Cost of Living Adjustments
Add CV Starr Manager & Administrative Assistant -NonConfidential to compensation schedule.

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				31.00	32.55	34.18	35.89	37.68
Biweekly				2,479.82	2,604.00	2,734.40	2,871.20	3,014.40
Monthly				5,372.95	5,642.00	5,924.53	6,220.93	6,531.20
Annual				64,475.42	67,704.00	71,094.40	74,651.20	78,374.40
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				32.55	34.18	35.89	37.68	39.56
Biweekly				2,603.86	2,734.40	2,871.20	3,014.40	3,164.80
Monthly				5,641.69	5,924.53	6,220.93	6,531.20	6,857.07
Annual				67,700.26	71,094.40	74,651.20	78,374.40	82,284.80

**CITY OF FORT BRAGG
JOB DESCRIPTION**

JOB TITLE: CV STARR MANAGER

REPORTS TO: Director of Finance **TYPE:** Mid-Management – FLSA: Exempt

*Class Specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

POSITION SUMMARY:

Under general direction of the Finance Manager, responsible for the planning, organizing, staffing, directing and control of CV Starr, including planning, budget control, work standards, staff training, staff supervision, community coordination, revenue production, leadership, program development and facility management. Provides managerial and leadership direction in all areas of City community recreation, including but not limited to: Aquatics, Sports and Enrichment programs, and athletic facilities.

FAIR LABOR STANDARDS ACT EXEMPTION:

The incumbent of this position spends more than 50 percent of his/her time as a mid-manager performing office work directly related to management policies or general business operations. The incumbent customarily and regularly exercises discretion and independent judgment. This position is, therefore, "exempt" under the Fair Labor Standards Act as an "Executive Employee."

TYPICAL DUTIES AND RESPONSIBILITIES: (MAY INCLUDE BUT NOT LIMITED TO THE FOLLOWING)

- Plans, organizes, and administers CV Starr operations, either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the Center in accordance with applicable laws, ordinances, and regulations, and adopted policies and objectives of the Fort Bragg City Council.
- Directs and coordinates the development and implementation of goals, objectives, and programs for CV Starr; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual capital improvement and operating budgets for CV Starr; authorizes and monitors budget transfers, expenditures, and purchases based on adopted budget.
- Advises the City Council on issues, programs, and financial status; prepares and recommends short- and long-term plans for service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future needs.
- Oversees the administration, construction, use, and maintenance of all CV Starr infrastructure, facilities, and equipment.
- Plans, develops, and directs the implementation of public information and community outreach programs to market CV Starr services.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District.
- Oversees the selection, training, professional development, and work evaluation of CV Starr staff; oversees the implementation of effective employee relations and related programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Ensures that the City Council and City Manager is kept informed of CV Starr functions, activities, and financial status, and of legal, social, and economic issues affecting activities.
- Performs other duties as assigned.

JOB TITLE: CV STARR MANAGER

MATERIALS, EQUIPMENT AND TOOLS:

Personal computer and programs such as Microsoft Word, Excel and Publisher, telephone, FAX machine, calculator (10-Key type), copier, postage meter, printer, copier, scanner, binding machine, and scanner.

SPECIAL REQUIREMENTS:

Possession of, or ability to obtain, an appropriate valid driver's license.

DESIRABLE SKILLS, KNOWLEDGE AND ABILITIES:

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of budget development, administration, and accountability.
- Principles, practices, and procedures of public administration.
- Functions, services, and funding sources of a governmental agency.
- Applicable Federal, State, and local laws, codes, ordinances, and regulations.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service to public and CV Starr staff, in person and over the telephone.

Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of CV Starr.
- Work cooperatively with, provide staff support to, and implement the policies of the City Council.

DESIRABLE EXPERIENCE/EDUCATION:

Equivalent to graduation from a four-year college or university with major coursework in recreation and parks, business or public administration, public policy, management, or a related field, and seven (7) years of administrative or management experience in a public agency, preferably including recreation and/or parks services.

PHYSICAL DEMANDS:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

NOTE: Accommodations may be made for some of the non-essential functions/requirements listed for qualified individuals who require and request such accommodation, due to a qualifying disability.

JOB TITLE: CV STARR MANAGER

ENVIRONMENTAL ELEMENTS:

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

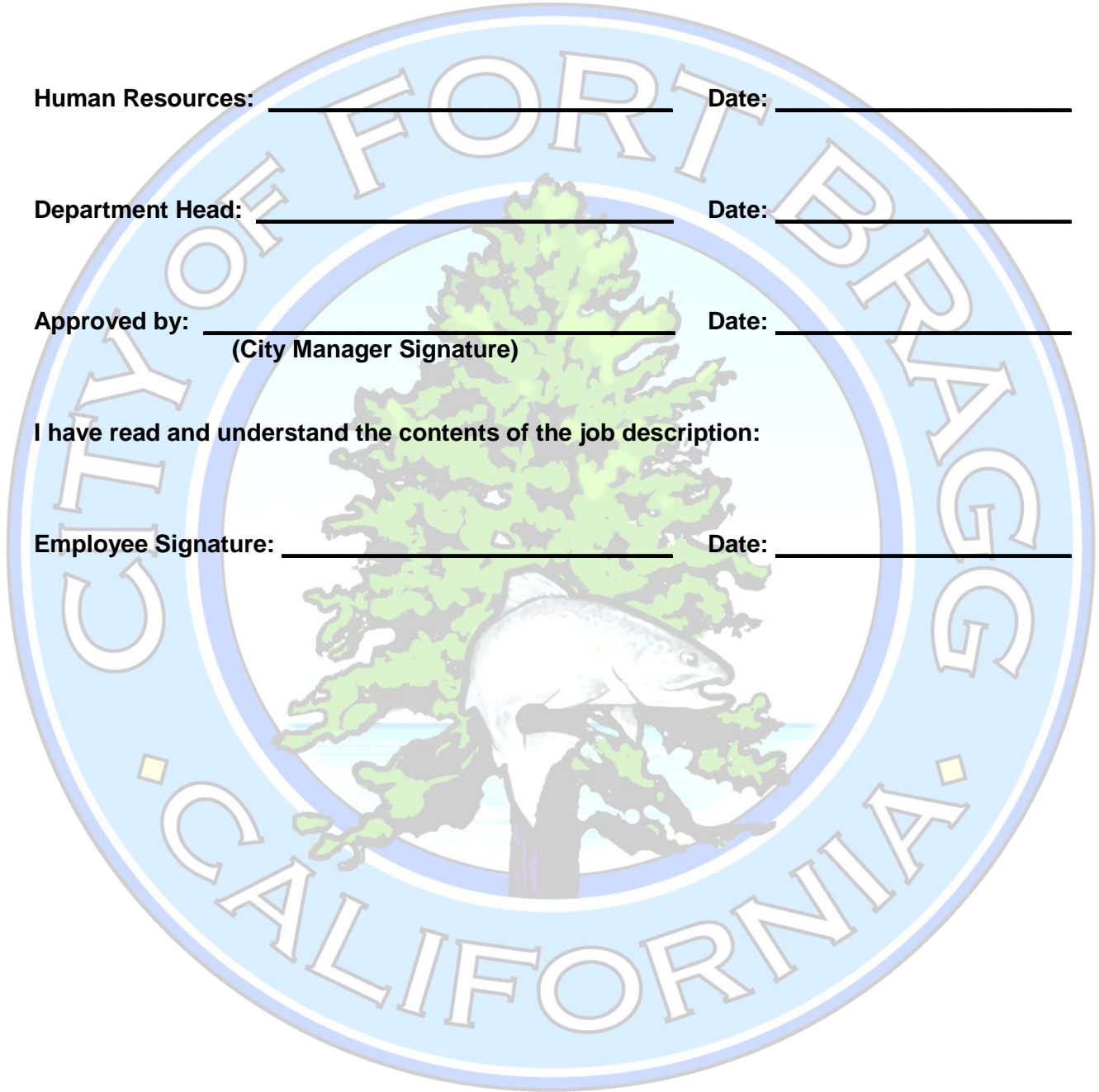
Human Resources: _____ **Date:** _____

Department Head: _____ **Date:** _____

Approved by: _____ **Date:** _____
(City Manager Signature)

I have read and understand the contents of the job description:

Employee Signature: _____ **Date:** _____





City of Fort Bragg

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

Text File

File Number: 23-268

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: B.

Approve Scope of Work for Request for Proposals for Preparation of a Collections Systems Master Plan



FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT

REQUEST FOR PROPOSALS FOR WASTEWATER COLLECTION SYSTEM MASTER PLAN

The Fort Bragg Municipal Improvement District (MID) is seeking proposals from qualified consultants interested in contracting with the MID to prepare a Wastewater Collection System Master Plan. The purpose of the Collection System Master Plan is to evaluate existing data, collect and model new information, develop risk models, and prepare capital improvement priorities and budgets for the replacement and renovation of the City’s sanitary sewer collection system.

BACKGROUND

The Wastewater collection system is wholly owned and operated by the City through the Municipal Improvement District. The Fort Bragg Municipal Improvement District No. 1 was formed in 1969 and encompasses the City of Fort Bragg and lands to the north and south, which are not within the City limits. The Fort Bragg wastewater facilities consist of a sewer system, six pump stations, a wastewater treatment plant, and an outfall pipeline, which extends 690 feet into the Pacific Ocean.

The first sewers were constructed in the late 1800’s. A large proportion of the gravity sewers still in use are older vitrified clay pipes, notoriously subject to leaks through broken pipes and defective joints caused by intruding roots, seismic activity, and differential settling as well as from external damage. The force main system is primarily composed of Techite pipe. The original wastewater treatment plant was built in 1971. A number of upgrades to the treatment plant occurred in the intervening years. Between 2017 and 2022 the treatment plant received a full overhaul.

The City’s economic base has been undergoing a major transition for many years. The Georgia Pacific (GP) Lumber Mill (Mill Site), previously the City’s largest employer, ceased operations in 2002. To this day, the undeveloped area of the Mill Site occupying 315 acres is zoned Timber Industrial. Over this same time, the regional fishing industry has been in decline while the local tourism sector has been growing and has roughly offset these economic losses. Consequently, there has been little to no net growth in the City’s population for 20 years or more.

The wastewater system includes:

- The **Wastewater Treatment Plant** is located on the western most part of Fort Bragg at 281 Jere Melo Street in Fort Bragg.
 - The wastewater treatment plant is rated for 0.800 MGD dry weather flow and an average daily wet weather treatment capacity of 4.9 MGD wet weather flow.

- The treated effluent outfall pipeline extends 690 feet into the Pacific Ocean.
- **The Collection system** consists of:
 - Approximately 30 miles of gravity sewers and pressure mains. The gravity sewers range in size from 6 inches to 30 inches in diameter.
 - Six (6) lift stations, 1. North Noyo, 2. South Noyo, 3. Noyo Point, 4. Sanderson Street, 5. Elm Street, and 6. Pudding Creek.

Having an up-to-date plan is essential for use by City and MID staff in developing a plan for future capital needs. The MID’s wastewater collection system is critical to the MID’s wastewater responsibility, so having a relevant Collection System Master Plan document is crucial to understanding and strategically rehabilitating the system. The proposals should anticipate providing support to staff from the Collection System Master Plan through Preliminary Engineering Reporting. The Master Plan will culminate in a comprehensive document that can be used to facilitate funding applications, environmental analysis, project design, and construction.

Other Background Variables for Consideration:

- a. The Fort Bragg Municipal Improvement District is located in an area subject to **seismic activity**.
 - While there are no active earthquake faults in the MID, the San Andreas Fault is located approximately nine (9) miles to the west, and the Mayacama Fault is 22 miles to the east.
 - Should the Pudding Creek or Noyo River Bridges become unusable following a seismic event, people may not be able to evacuate, emergency access would be blocked, and there is a high potential for wastewater collection line damage/failure in these locations.
 - One of the primary Wastewater Collection System Master Plan goals is to create resiliency in the MID’s wastewater system and thus should address seismic protection of the system against risks associated with the effects of earthquakes, landslides, slope instability, subsidence, tsunami, and other hazards including flood and fire.
- b. The MID is preparing to commence design of the **Water and Sewer Line Extension** for the industrial area north of Pudding Creek to the edge of the MID limits. The selected consultant should plan to coordinate with the design engineer selected for this project if it is underway simultaneously with Collection System Master Plan.
- c. The MID does not have a **Programmatic Environmental Impact Report (EIR)** for its utility Collection System Master Plans or Capital Improvement Program (CIP). Historically, MID practice has been to undertake environmental review as part of each project. The MID is working with a consultant to investigate the benefits of preparing a programmatic EIR and one may be developed in tandem with this master planning effort.
- d. The City is currently under contract with a consultant who is updating the Waste Water GIS and modeling data that will be updated and used by the selected consultant throughout the Master Planning. Placement of the flow meters and subsequent data

entry and analysis will utilize the models prepared under this separate contract. The mapping/modeling software being used is InfoWater Pro which runs in the ESRI ArcGIS Pro environment or EPANET files.

- e. The following facilities and infrastructure are **Not Planned for Consideration** in this study, unless a collection system investigation is deemed necessary:
 - a. Waste Wastewater Treatment Plant
 - b. Storm drainage facilities

PROJECT DESCRIPTION AND GOALS

The Wastewater Collection System Master Plan is expected to consist of a review of the existing records and studies. The selected Consultant will need to gain a clear understanding of the current issues and plan for the future by examining the existing customer base and anticipating future connections as they relate to National Pollutant Discharge Elimination System permits.

The project includes updates to the modeling/mapping of the wastewater collection infrastructure. An update to the model and mapping is currently underway, using InfoWater Pro which runs in the ESRI ArcGIS Pro environment. The ArcGIS computer model will be used in conjunction with data collected during the flow monitoring to strategically determine locations where closed circuit television (CCTV) data collection is needed. Both flow monitoring and CCTV data will then be used in combination with modeling to determine the likelihood and consequence of risk and recommend improvement projects, to repair the system and ensure its resiliency.

Specific issues that the project should address include maximizing planning potential; minimizing inflow and infiltration, prioritizing crucial infrastructure needs; identifying leaks/failures in wastewater collection lines; scheduling wastewater line repairs/replacements; and working with local watershed groups to maximize the protection of local waterbodies.

Implementation of this project is also expected to provide the MID with detailed project descriptions, priority ranking, schedules, and cost estimates that will be used to coordinate investments in maintaining the MID's wastewater system.

SCOPE OF WORK

This contract would consist of the following four (4) major tasks:

All Tasks 1-4 assume the consultant will work closely with staff both virtually and on-site for **working meetings** as needed to coordinate and complete the various tasks and deliverables.

TASK 1: DATA COLLECTION AND MODELING

A full update to the model and mapping is currently underway, using InfoWater Pro which runs in the ESRI ArcGIS Pro environment or EPANET files. The ArcGIS computer model will be used in conjunction with field data collected to identify and prioritize projects. Data collection may consist of flow monitoring, closed circuit television (CCTV) of the gravity sanitary system,

smoke testing, water table analysis, and evaluation of force mains. This task may also include fieldwork, surveying, geotechnical evaluations, potholing utilities, etc., sufficient for mapping deliverables as needed.

TASK 1: DELIVERABLES

1. Complete a field investigation and assessment of existing conditions and constraints of gravity sewers and pressure mains, lift stations, and all other system appurtenances.
2. Conduct a flow monitoring study using 8-12 flow meters installed to record wastewater flows. Rainfall data will also need to be recorded. The length of the study may be limited by available funding but should last a minimum of six to eight weeks. The study should take place during the time of year when the largest storm events occur; however, it should be of sufficient duration to measure wastewater flows during both dry weather and wet weather periods. If significant rain events are not adequately captured during the study, the period of study should be extended.
 - a. The flow monitoring study will be based on the data being currently obtained in a smaller contract which includes dry weather monitoring analysis and establishes the planned locations for flow monitoring installation.
 - b. This task is anticipated to occur during the wet season of 2023-2024 beginning as early as November 2023.
 - c. Traffic control plans and/or a traffic control contractor may be necessary for the deployment of flow monitors and these costs should be included in the proposal.
3. Data from the flow monitoring will then be used to strategically determine the quantity and locations of CCTV data necessary for collection to best assess the system.
 - a. CCTV data collection mileage will be based on available funding and priorities established via modeling and the City.
 - b. CCTV data will be imported into asset performance modeling software.
 - c. The contractor collecting the CCTV data will be expected to clean mains and coordinate with maintenance to determine the needs for this activity.
4. Smoke testing, water table analysis, or other industry-standard data collection methods will be employed as recommended by the Consultant to ensure sufficient system information is collected to understand and make informed capital project recommendations.
5. Survey data: Raw data points and processed data.
6. Updated modeling/mapping of wastewater infrastructure.
7. Prescribe a plan for an on-going condition assessment cycle.
8. Apply the Risk Master Plan Condition Index or Pipeline Assessment and Certification Program criteria (PACP) established in Task 4 Deliverable 3 to the model data to help improve project prioritization.

TASK 2: ANALYZING ENVIRONMENTAL VARIABLES

Evaluate the existing and proposed collection system in relation to existing and proposed needs to ensure the system is resilient for current customers and sized for reasonably Expected Growth.

- Review the MID's most up-to-date Municipal Services Review report and evaluate reasonably expected Growth Factors for future wastewater service to:
 - The GP Mill site;

- North Fort Bragg industrial sewer line extension from Pudding Creek to the edge of MID Limits (a 2022/23 programmed CIP project);
 - Future development/annexation including the Harbor, and one (1) additional future annexation area, as defined in the most updated LAFCO Municipal Services Review. This will likely be the east Fort Bragg area.
- Review the MID’s General Plan (inland and coastal) Element 7 Safety and other Emergency Contingency Planning documents and consider Disaster Mitigation strategies and other environmental factors impacting the MID’s wastewater resiliency planning including:
 - Impacts of climate change and sea level rise;
 - Analyze geotechnical sensitive areas most subject to seismic activity including earthquakes, landslides, slope instability, subsidence, tsunamis, other geologic hazards, flood, and fire;
 - Environmental factors; including soil corrosiveness, pH, ground wastewater, etc.;
- Inflow and infiltration (I&I) can trigger sanitary sewer overflows and put costly pressure on wastewater treatment facilities. I&I data collected from the flow monitoring shall be analyzed, average dry weather flow curves will be determined, and rain-dependent infiltration and inflow (RDI&I) response will be isolated during wet weather rainfall events. I&I analysis will include developing synthetic I&I hydrographs for each flow monitoring site and applying the synthetic hydrographs to a 10-year, 24-hour design storm.

TASK 2: DELIVERABLES

1. Technical Report including analysis of future wastewater services, resiliency planning, and consideration of environmental factors. The report should recommend strategies for Climate Change and other disaster preparedness, address system efficiencies in keeping with environmental constructs and ethical practices, and discuss new, innovative, or emerging pipe/wastewater system technologies.
2. Flow Monitoring and I&I Analysis Study Report: Following the flow monitoring activities and after the meters are removed, data collected shall be downloaded and reduced to 15-minute intervals for analysis and include data QA/QC.

TASK 3: CAPITAL PROJECT PLANNING

Identify and prioritize critical wastewater system improvements to ensure a strategic approach to rehabilitating the system. The study should evaluate and prioritize improvements based on analysis of the likelihood of failure and the consequence of failure after assessing the existing infrastructure conditions and information gathered during tasks 1 and 2 and meetings with Staff. The improvement strategy should consider:

- Prioritizing the prevention of sanitary sewer overflows (SSOs), reduction of Inflow and infiltration, and ensuring system resiliency using a risk condition assessment index or Pipeline Assessment and Certification Program criteria (PACP).
- Ensuring that adequate wastewater systems are available to meet current needs.
- MID Planning and Improvements: Identification of new wastewater systems within the MID and recommendations of necessary system modifications to ensure demands of future projected growth can be accommodated.

- Analyze the MID's current asset management practices for the wastewater collection system scoping and prioritize future asset management procedures (tracking, evaluating, and replacing aging infrastructure).
- Identification of project funding opportunities and funding streams.

TASK 3: DELIVERABLES

1. Technical memo of risk-based analysis of the likelihood of failure and consequence of failure. This memo shall use system assessment data collected on the existing infrastructure conditions to create a defined risk condition rating system or use the standardized Pipeline Assessment and Certification Program criteria (PACP) to determine the capital project prioritization.
2. A Project Planning Report, which includes project descriptions for all recommended projects, needed to bring the system infrastructure into a fully rehabilitated state. This report should incorporate mapping, schedules, cost estimates, anticipated level of environmental review, permitting needs, analysis of grant funding competitiveness, constructability, and a priority ranking for each project.
 - a. Recommended projects may include repairs, replacements, new infrastructure, or other appropriate actions including innovative or emerging technology as deemed appropriate for a given location, budget, and other factors analyzed herein (i.e. pipe-lining, seismic retrofits, etc.).
 - b. Proposed schedule of collection system rehabilitation projects based on identified priorities funding availability, and feasibility of successful project implementation including factors like staffing over a 10-year timeline.
3. Asset Management Planning recommendations including a valuation of current Assets for use by staff to maintain the system day to day and into the future beyond the proposed rehabilitation projects.

TASK 4: COLLECTION SYSTEM MASTER PLAN

After reviewing the existing studies to gain a clear understanding of MID planning needs and work described in tasks 1-3 above, the consultant shall prepare a complete collection system condition Master Plan.

TASK 4: DELIVERABLES

1. Draft Collection System Master Plan Report, which includes information on the existing conditions and constraints of the system, with copies of all data in an appendix.
2. Attendance and presentation at up to three (3) City Council meetings, including preparation of staff reports, meeting notes that incorporate all agency comments, and recommendations to Council regarding the adoption of the Final Collection System Master Plan.
3. Final Collection System Master Plan Report including all other deliverables (listed above) both digitally and three (3) bound hard-copy reports.



City of Fort Bragg

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

Text File

File Number: 23-248

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: C.

Receive Report and Consider Adoption of City Council Resolution Approving Cooperative Agreement with Noyo Harbor District and Authorizing the Mayor to Execute Contract (Amount Not to Exceed \$40,000; Account No. 337-5080-0630); and Finding the Project Exempt from CEQA under 14 CR 15268



AGENCY: City Council
MEETING DATE: September 11, 2023
DEPARTMENT: Public Works
PRESENTED BY: S. McCormick
EMAIL ADDRESS: smccormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Cooperative Agreement with Noyo Harbor District and Authorizing Mayor to Execute Contract (Amount Not to Exceed \$40,000; Account No. 337-5080-0630); and Finding the Project Exempt from CEQA under 14 CCR 15268

ISSUE:

The City of Fort Bragg entered into Standard Grant Agreement Number LCP-22-07 with the California Coastal Commission in the amount of \$898,990 to develop the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan as well as a revision to the City's Local Coastal Program (LCP) to reflect findings in subject report.

The City's Special Projects Manager is tasked to coordinate and implement this planning effort. To support City staff, the budget includes assistance from the Noyo Harbormaster in an amount not to exceed \$40,000.

ANALYSIS:

The attached cooperative agreement has been reviewed and approved as to form by legal counsel to the City and the Noyo Harbor District. The Harbormaster has agreed to work with City staff to develop a communication and engagement plan, the Noyo Harbor Visioning, Resiliency and Implementation Plan, and subsequent LCP amendment. The City will reimburse the Noyo Harbor District for hours worked by the Harbormaster at an hourly rate of \$70.00, in a total amount not to exceed \$40,000.

RECOMMENDED ACTION:

Adopt Resolution authorizing the Mayor to execute a cooperative agreement with the Noyo Harbor District and find the project exempt from CEQA under 14 CCR 15268.

ALTERNATIVE ACTION(S):

Request additional information.
Provide alternative direction to staff.

FISCAL IMPACT:

This project budgeted \$500,000 in the FY 23/24 budget. Grant funds cover all costs associated with this project.

GREENHOUSE GAS EMISSIONS IMPACT:

Negligible.

AGENDA ITEM NO.

CONSISTENCY:

The following agencies share responsibility for the Noyo Harbor: Noyo Harbor District, Mendocino County, California Coastal Commission, Dept. of Fish and Wildlife, Dept. of Boating and Waterways, the U.S. Army Corps. Of Engineers, and the City of Fort Bragg. The City's Local Coastal Plan contains several goals, policies and programs directly related to Noyo Harbor, including, but not limited to:

Policy SF-4.5: Planning for Noyo Harbor Sea Level Rise Resilience. Work with the County of Mendocino to improve harbor resilience to Sea Level Rise and discourage long term investment after 2100 in areas vulnerable to impacts.

Program SF-4.5.1: Explore the feasibility of establishing an alternative access road to the North Harbor.

Program SF-4.5.3: Consider rezoning portions of the Urban Reserve on the Mill Site with "Ocean Dependent" zoning, to provide an upland area suitable for harbor activities such as fish processing, boat building, etc.

Program SF-4.5.4: On a regular basis, work with Mendocino County and resource agencies to establish collaborative approaches to develop adaptive strategies to address the effects of Sea Level Rise in the Noyo Harbor. Collaborative efforts will include planning for shorter term adaptation strategies like elevation, flood proofing, etc.

Program OS-15.1.2: Work with the California Coastal Conservancy to assure that the proposed access improvements and public facilities identified in the Noyo Harbor Plan are provided on the banks of the Noyo River.

Program C-9.1.1: Evaluate the economic and environmental feasibility of acquiring an access route to Noyo Harbor using existing road alignments extended onto the Mill Site.

Policy C-9.2: Improve Existing North Harbor Drive. Consider improvements to North Harbor Drive to increase the efficient use of the street and improve safety for vehicles and pedestrians. Any improvements to North Harbor Drive shall be consistent with all applicable policies of the LCP including, but not limited to, the wetland, environmentally sensitive habitat area, public access, and visual protection policies.

Program C-9.2.1: Develop a plan to improve North Harbor Drive by enlarging lane widths and constructing a sidewalk along one side of the street.

Policy LU-6.1: Standards for Noyo Harbor Industrial Development. Limit industrial development in the Noyo Harbor to uses which:

- a) Are coastal-dependent uses or aquaculture giving priority to commercial fishing activities?
- b) Do not generate excessive traffic on City streets, such as South Street, North Harbor Drive, and Cypress Street.

c) Do not interfere with existing coastal-dependent industry, especially commercial fishing.

d) Are consistent with applicable LCP policies, including but not limited to LCP policies regarding the protection of public access and recreation, visual resources, and environmentally sensitive habitat areas, and Coastal Act public access policies.

Program LU-6.1.1: Work with the County of Mendocino, the Noyo Harbor District and other agencies to develop and adopt a Noyo Harbor Plan establishing standards for conservation and development for the entire Noyo River drainage area.

Policy LU-7.1: Annexation of Noyo Harbor. Consider annexation of the Noyo Harbor.

Program LU-7.1.1: Encourage the preparation of a specific plan for the Noyo Harbor with the cooperation and involvement of the Noyo Harbor District, the County of Mendocino, local property owners, and appropriate State agencies. Include in the specific plan policies that continue to give priority to coastal- dependent land uses such as commercial fishing, recreational boating, and related commercial uses, while increasing the range of visitor-serving uses on parcels not located directly on the coast or the Noyo River.

Program LU-7.1.2: Work with the County of Mendocino to improve emergency vehicle access and to establish a secondary access route to Noyo Harbor.

Policy LU-7.2: Facilities serving the commercial fishing and recreational boating industries shall be protected and, where feasible, upgraded. Existing commercial fishing and recreational boating harbor space shall not be reduced and shall be protected unless written findings are made that present and foreseeable future demand for the facilities that could be accommodated on the property is already adequately provided for in the area. Proposed recreational boating facilities shall, where feasible, be designed and located in such a fashion as not to interfere with the needs of the commercial fishing industry.

Policy LU-7.3: Increased recreational boating use of coastal waters shall be encouraged, in accordance with this division, by developing dry storage areas, increasing public launching facilities, providing additional berthing space in existing harbors, limiting non- water-dependent land uses that congest access corridors and preclude boating support facilities, providing harbors of refuge, and by providing for new boating facilities in natural harbors, new protected water areas, and in areas dredged from dry land.

Policy LU-8.2: No intake or discharge lines shall be placed above ground within the Harbor District, the adjoining tidelands and submerged lands of the Noyo River, or on the face of coastal bluffs, unless all other alternatives have been demonstrated to be infeasible or more environmentally damaging. Alternatives to be evaluated shall include, but not be limited

to: (1) placing lines underground through use of directional drilling or trenching, (2) using closed-loop aquaculture systems that do not require offshore intake and discharge lines, and (3) connecting discharge lines to the existing sanitary sewer system. If all other alternatives have been demonstrated to be infeasible or more environmentally damaging and intake or discharge lines must be placed above ground within the Harbor District and the adjoining tidelands and submerged lands of the Noyo River, or on the face of coastal bluffs within the Timber Resources Industrial district, the lines shall be placed in the least environmentally damaging feasible location and in a manner that will not interfere with Noyo River navigation, existing recreational boating facilities, and coastal dependent industry, especially commercial fishing facilities.

Policy LU-8.3: Any intake or discharge lines allowed to be placed above ground within the Harbor District and the adjoining tidelands and submerged lands of the Noyo River shall be removed upon abandonment of the aquaculture development or facility it was installed to serve.

IMPLEMENTATION/TIMEFRAMES:

Grant Activities Initiated – March 2023

Grant Expenditure Deadline – November 2026

Cooperative Agreement would be executed following Council approval. Eligible hours will be reimbursed with required documentation (date > identified grant task > hours worked > hourly rate > total amount).

ATTACHMENTS:

1. Resolution
2. Cooperative Agreement
3. LCP-22-07

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING COOPERATIVE AGREEMENT WITH NOYO HARBOR DISTRICT**

WHEREAS, the City of Fort Bragg was awarded \$898,990 in Local Coastal Program (LCP) Grant Funds from the California Coastal Commission; and

WHEREAS, on March 31, 2023, the City entered into standard agreement number LCP-22-07 for said funds; and

WHEREAS, the LCP-22-07 budget identified an amount not to exceed \$40,000 to reimburse the Noyo Harbormaster for hours worked assisting City staff with grant activities (Account No. 337-5080-0630); and

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

WHEREAS, a Cooperative Agreement was developed and approved as to form by Counsel of the City and Noyo Harbor District; and

WHEREAS, there is no possibility that the approval of the Agreement will have a significant effect on the environment, and for that reason, it is exempt from CEQA under 14 CCR 15268;

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council does hereby authorize the Mayor to execute the Cooperative Agreement on behalf of the City.

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 11th day of September 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER LCP-22-07
FEDERAL ID NUMBER 94-6000335

STATE CONTROLLER'S OFFICE IDENTIFIER 3720-LCP2207

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Fort Bragg

2. The term of this

Agreement is: March 31, 2023 Through December 1, 2026 (End Term Date)
 or date of execution

3. The maximum amount
 of this Agreement is:

\$ 898,990.00
 Eight Hundred Ninety-Eight Thousand Nine Hundred Ninety Dollars & No Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	9 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

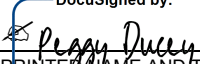
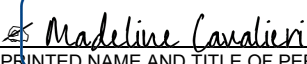
GRANTEE		California Coastal Commission Use Only <input checked="" type="checkbox"/> This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Fort Bragg		
BY (Authorized Signature) DocuSigned by: 	DATE SIGNED (Do not type) 04/07/2023	
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Ducey, City Manager		
ADDRESS 416 N Franklin Street, Fort Bragg CA 95437		
STATE OF CALIFORNIA		
AGENCY NAME California Coastal Commission		
BY (Authorized Signature) DocuSigned by: 	DATE SIGNED (Do not type) 04/07/2023	
PRINTED NAME AND TITLE OF PERSON SIGNING Madeline Cavalieri, Deputy Executive Director		
ADDRESS 455 Market Street, Suite 200, Room 228, San Francisco, CA 94105		

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	Grantee: City of Fort Bragg
Name: Kelsey Ducklow ("Grant Manager")	Name: Sarah McCormick
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 416 N Franklin Street Fort Bragg, CA 95437
Phone: (415) 904-2335	Phone: (707) 961-2827 x113
Fax: (415) 904-5400	Fax:
Email: kelsey.ducklow@coastal.ca.gov	Email: smccormick@fortbragg.com

3. Primary project contact:

State Agency: California Coastal Commission	Grantee: City of Fort Bragg
Section/Unit: Statewide Planning Unit	Section/Unit:
Name: Awbrey Yost	Name: Sarah McCormick
Address: 1385 8th St., Suite 130 Arcata, CA 95521	Address: 416 N Franklin Street Fort Bragg, CA 95437
Phone: (707) 826-8950, ext. 203	Phone: (707) 961-2827 x113
Fax: N/A	Fax:
Email: awbrey.yost@coastal.ca.gov	Email: smccormick@fortbragg.com

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of Fort Bragg

Name of Project: Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan

Funding Source: California Coastal Commission

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 94-6000335

Budget Summary:

CCC funding: \$898,990

Other funding:

Total project cost: \$898,990

Term of Project: March 2023 – December 2026

A. PROJECT DESCRIPTION

The City of Fort Bragg will develop a communications and engagement plan (CEP), and Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) that will support a strategic climate resilience planning effort, and the findings will be integrated into an LCP update for both the City of Fort Bragg and County of Mendocino.

B. TASKS

The proposed planning work and related studies will support the Mendocino Coast's regional strategy to address climate change through supporting blue economy initiatives.

Task 1: Project Initiation and Management

1.1 Project Initiation

1.1.1 Prepare RFP and secure professional services from qualified consultants to assist the City in completing the identified technical reports and studies.

1.2 Grant Administration

1.2.1 The City's Grants Coordinator will process and track invoices and submit quarterly reports.

1.3 Project Management

EXHIBIT A

- 1.3.1 Project coordination and implementation will be managed by -Special Projects Manager, Sarah McCormick with the assistance of Noyo Harbormaster, Anna Neumann.

Task 1 Deliverables/Outcomes:

- RFP(s) for technical reports and studies
- Quarterly progress reports and requests for funds (RFFs)

Task 2: Equitable Outreach and Coordination through all Tasks

Over the past two years, the City has led a regional conversation through extensive outreach and has forged relationships with a diverse and wide range of community stakeholders, environmental advocates, policymakers, and regulators with the purpose of exploring the potential of blue economy opportunities to address climate impacts and improve local livelihoods and the quality of life for our low-moderate income community. Outreach and coordination efforts will continue with those actively engaged, while simultaneously conducting further communication and engagement to attract additional perspectives and amplify marginalized voices.

2.1 Agency Coordination

The following agencies share responsibility for the Noyo Harbor: Noyo Harbor District, Mendocino County, California Coastal Commission, Dept. of Fish & Wildlife, Dept. of Boating & Waterways, and US Army Corps. of Engineers.

- 2.1.1 The proposed project will provide an opportunity for the City, County and Harbor to partner on climate resilient strategy for the Noyo Harbor. The proposed project will not only result in a LCP update for the City of Fort Bragg, but also inform Mendocino County's LCP update concerning allowable land uses and policies for the zoning designation, Fishing Village.
- 2.1.2 The City's Local Coastal Program represents a unique partnership with the State, and the City is committed to upholding the Coastal Act and incorporating CCC staff into the process leading up to LCP update and throughout the certification process.
- 2.1.3 The US Army Corps of Engineers conducts regular maintenance dredging and the dredging spoils are stored near the mouth of the river. This project will engage with the Corps to evaluate existing dredging schedule, needs, and reconsider disposal plan in response to sea level rise assessment.

2.2 Noyo Ocean Collective

- 2.2.1 The City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo, Mendocino College, Mendocino County, and Noyo Center for Marine Science have

EXHIBIT A

formed a regional partnership, coined the Noyo Ocean Collective. The intent of this group is to: coordinate communication about blue economy strategy to community; share resources and partner on grant proposals, and align individual organizations' work plans to implement blue economy initiatives.

2.3 Community & Stakeholder Communication and Engagement

The first step in development of the Communication and Engagement Plan (CEP) will be to conduct an audit of the previous engagement work, review outcomes, and isolate the salient themes. The CEP that will outline the overarching goals, define the stakeholders and the public, the role of the public and stakeholders in shaping and realizing the project, the overall timeline, and opportunities for engagement (i.e., workshops, email, website schedule of workshops, and the final outcome). The CEP will act as a project charter to provide the public, stakeholders, (including harbor and marina tenants, businesses, other facility users, direct stakeholders as well other relevant stakeholders) a clear guide, and understanding of roles responsibilities, actions, accountability, and outcomes of the project. It will outline how, when, and where to engage; discuss process and protocol; and ensure accountability, effective management, and clear outcomes. The CEP will craft clear and consistent messages and develop clear schedule and timeline for community engagement. The CEP will outline a variety of progressive strategies to communicate and engage with frontline communities, including posting and promoting the project and engagement opportunities on social media, by meeting people where they are at community events and community centers, by conducting pop-up and tabling events, and within interactive and tactile driven workshops. The City may also elect to convene a Task Force. The CEP will utilize the following tools:

2.3.1 Personal Interviews

The City will conduct individual or small group interviews with Watermen's Alliance and various fishing associations to ensure there are common goals and common understanding about the Plan and the LCP. Subsequently, the City team will conduct personal interviews with community leaders, non-governmental organizations, community-based organizations, and other community members in order to ascertain what the priorities, community strengths, assets, needs, risks, and vulnerabilities are. The outcomes of these personal interviews will inform the next steps of the strategy, specifically, how community members want to be involved, when is the best time and place to be involved, and what community members want out of a process. At the close of the interviews and discussion with the team, the City may develop a survey that will be utilized at community events, workshops, and placed on materials via a QR code to capture the community strengths assets, needs, risks, vulnerabilities, and priorities.

2.3.2 Social Media Posts

Social media outlets will be used as a tool to provide cogent messaging and visual content about a variety of project-related outreach opportunities, including information about the Plan, opportunities to participate in workshops, pop-up events,

EXHIBIT A

opportunities to learn about the project and provide feedback at community events, and to communicate where the team is in the development of the Plan.

Social Media posts will be branded; use Americans with Disabilities Act (ADA) accessible colors, images, and branding associated with the Plan; and contain plain language and related messages that utilize a fifth-grade level of reading proficiency. Social media posts will be in English, Spanish, and other languages, as appropriate. The development and scheduling of social media posts will be developed along the timeline of the various engagement and outreach opportunities, such as community events, pop ups, and workshops. Three social media posts will be developed per activity, i.e., three social media posts associated with each community event. These will be scheduled for a week before the event, three days prior to the event, and the day of the event. Drafts and final social media posts for all events will be provided in draft form before they are finalized.

2.3.3 Tabling at Community Events or Pop-Up Events

Prior to workshops and to create enthusiasm and awareness of the Plan and related workshops, the City will work with the Noyo Ocean Collective to identify and attend community events that are already occurring in order to provide an overview of the Plan and process, opportunities to talk to people about the project, conduct the survey, and preview the blocks and interactive pop-up model of the Harbor.

2.3.4 Workshops

A total of three to five workshops will be organized over the course of the Plan development and sequenced to progressively build upon themes required for a successful Plan and outcomes. Workshops will be structured for the purposes of understanding, creating meaningful dialogue, and discussing the development of reduction and adaptation strategies and strategies for implementation. Each workshop will contain elements of presentation, breakout and processing, and reporting out. Workshop facilitation and materials will be in English and Spanish and ADA compliant.

An effective tool for community projects is using tactile tools, which engages more sensory components of a participant and can lead to more creativity and cooperation. This strategy also ignites the power of play, which allows people to let their guards down a bit and communicate about complex concepts in a more relaxed environment. At public events and workshops, the City team will utilize blocks, community mapping, and models to create organic conversation and interaction and provide an opportunity for people to envision and play with the scope and outcomes of the project. These opportunities also provide a wider lens to view the entire community, spatial inputs and outputs and connectivity.

The Plan will require technical information to be communicated in a relatable and accessible way for various communities in the City at various outreach and workshop events, as well as in materials in the Plan. Visual storytellers will work in concert with

EXHIBIT A

technical subject matter experts to shape complex processes into visual stories tailored to the community.

2.3.5 Public Meetings before Decision Makers

Project findings will be presented at the following: 1) regularly scheduled meetings of the City Council, Noyo Harbor Commission, Sherwood Valley Band of Pomo Tribal Council, County Board of Supervisors; California Coastal Commission; 2) board meetings of various local organizations including Waterman's Alliance, Fort Bragg Unified School District, Mendocino College; and 3) community gatherings such as Noyo Fish Market, and Fort Bragg Farmer's Market.

Task 2 Deliverables/Outcomes:

- Draft Communication and Engagement Plan (CEP)
- Final CEP

Task 3: Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

Comprehensive baseline information about the existing environmental, physical, and economic conditions of Noyo Harbor is needed in order to prepare this area for a changing climate and position the harbor for blue economy investment. This task will gather appropriate existing information about the harbor to support the development of the Blue Economy Visioning, Resiliency, and Implementation Plan.

3.1 Harbor Improvements and Blue Economy Opportunities Identification

- 3.1.1 Site-specific analysis of the scenarios and impact of sea level rise, tsunami hazards, and increased erosion due to increased wave action within the harbor to mitigate expected sea level rise and inform future development considerations. This analysis will use the best available science, consider sea level rise for the time scales associated with the expected life of development considered in the Harbor Blue Economy Visioning, Resiliency, and Implementation Plan, and will use the County of Mendocino's Round 8 LCP grant sea level rise analysis as appropriate. This analysis will be used to identify opportunities and limitations for proposed development, infrastructure needs, and adaptation needs in the harbor.
- 3.1.2 Parcel inventory to identify current land use(s), economic contribution, boundaries, and historic status. Space within the harbor is limited, and a comprehensive review of existing development is needed to inform strategy for increasing overall productivity.
- 3.1.3 Harbor facilities conditions assessment to inform the planning effort, including inspections to assess and document the present condition of facilities and remaining life. The effort includes data review, interviews with Harbor District Management, City and County Officials and marina users to gather understanding of any chronic maintenance needs, operational issues or concerns, and development of a targeted

EXHIBIT A

scope of the conditions assessments on key facilities. The assessment is expected to focus on structural integrity, mooring basin analysis including size, vessel type, term of lease, condition of docks, etc., in order to maximize use and benefit to the local economy. The assessment will also identify needed harbor improvement/projects, and provide repair and replacement costs.

- 3.1.4 Technical studies including an aquaculture feasibility study that incorporates a water quality assessment and considers future climate impacts on potential aquaculture operations; and an analysis of special district management of the harbor.
- 3.1.5 Identify opportunities and limitations of the harbor's transition to blue economy uses; adaptation and resiliency measures based on the site-specific sea level rise and hazard assessment; a suite of potential projects to pursue in and around Noyo Harbor; and potential partners and funding sources.
- 3.1.6 Conduct public outreach on the Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan consistent with the Communication and Engagement Plan.

Task 3 Deliverables/Outcomes:

- Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan
- Final Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

Task 4. Local Coastal Program Amendment

LCP Grant Program funding will not only result in an update to the City's LCP, but will also inform Mendocino County's LCP update related to land classifications within the Fishing Village zoning designation. Likewise, the County's LCP Grant Program application identifies a sea level rise vulnerability assessment that encompasses the entirety of the County's coastline, including the coastline of Fort Bragg. The City will consider and incorporate into LCP planning and policies as relevant and appropriate the findings from Mendocino's Round 8 LCP Grant work related to sea level rise and Noyo Harbor.

4.1 Coordination with Mendocino County

- 4.1.1 Incorporate joint City/County outreach efforts into the CEP, including public workshops and meetings with relevant stakeholders and decision makers.
- 4.1.2 Incorporate Mendocino County LCP planning findings (as relevant and appropriate) related to sea level rise and Noyo Harbor.
- 4.1.3 Present final Noyo Harbor report and City LCP amendment to Mendocino County Board of Supervisors at a public meeting.

4.2 Coordination with California Coastal Commission Staff

- 4.2.1 Incorporate sea level rise policies (at a minimum including baseline SLR policies of the type described by the Local Government SLR Working Group).
- 4.2.2 Prepare draft LCP Amendment to incorporate findings of Noyo Harbor Visioning, Resiliency and Implementation Plan.

EXHIBIT A

- 4.2.3 Public outreach and comment on draft LCPA
- 4.2.4 Revise LCP Amendment to incorporate comments from Commission staff and the public
- 4.2.5 Local adoption of LCP Amendment
- 4.2.6 Submit LCP Amendment to Coastal Commission
- 4.3 Public Outreach and Engagement
 - 4.3.1 CEP will function as project charter to ensure Noyo Harbor report reflects community objectives as it is the community that will be implementing recommendations and future projects.

Task 4 Deliverables/Outcomes:

- Draft LCP Amendment
- Locally adopted LCP Amendment
- Submittal of LCP Amendment to Coastal Commission

C. SCHEDULE

Project start/end dates:

Task 1. Project Initiation and Management	Projected start/end dates:
1.1 Project Initiation	March 2023
1.2 Grant Administration	March 2023 – October 2026
1.3 Project Management	March 2023 – October 2026
Outcome/Deliverables: <ul style="list-style-type: none"> a. Quarterly progress reports and RFFs b. Close-out 	<ul style="list-style-type: none"> a. Quarterly for duration of grant term b. October 2026
Task 2. Equitable Outreach and Coordination	Projected start/end dates:
2.1 Agency Coordination	April 2023 – October 2026
2.2 Noyo Ocean Collective	March 2023 – October 2026
2.3 Community Engagement	March 2023 – October 2026
Outcome/Deliverables <ul style="list-style-type: none"> a. Draft Communication and Engagement Plan (CEP) b. Final CEP c. Implementation of CEP 	<ul style="list-style-type: none"> a. August 1, 2023 b. September 29, 2023 c. September 2023 – January 2026
Task 3. Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	Projected start/end dates:
3.1 Site-specific sea level rise analysis	September 2023 – March 2024

EXHIBIT A

3.2 Parcel inventory and site conditions assessment	September 2023 – March 2025
3.2 Identification of blue economy opportunities and investment	September 2023 – March 2025
Outcome/Deliverables a. Draft Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) b. Final Noyo Harbor Plan	a. June 2, 2025 b. September 30, 2025
Task 4. LCP Amendment	Projected start/end dates:
4.1 Coordination with Mendocino County	June 2025 – September 2025
4.2 Coordination with CCC staff	June 2025 – October 2026
Outcome/Deliverables a. Draft LCP Amendment b. Locally adopted LCP Amendment c. Submittal of LCP Amendment to Commission	a. June 1, 2026 b. September 30, 2026 c. October 15, 2026

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
LCP Amendment Project Launch	June 2025
Final Communication and Engagement Plan	September 29, 2023
Final Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	September 30, 2025
Draft LCP Amendment	June 1, 2026
Locally adopted LCP Amendment	September 30, 2026
Submittal of LCP Amendment to Commission	October 15, 2026

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL[®] Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B

BUDGET

<i>City of Fort Bragg</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS¹			
City Staff Labor			
Task 1 – Invoicing and Reporting and Project Management	\$45,990.00		\$45,990.00
Task 2 – Outreach Efforts and CEP Development	\$95,000.00		\$95,000.00
Task 3 – Draft/Final Report	\$118,000.00		\$118,000.00
Task 4 – LCP Amendment	\$45,000.00		\$45,000.00
Total Labor Costs	\$303,990.00		\$303,990.00
DIRECT COSTS			
Consultants²/Partners			
Noyo Harbor Master Anna Neuman			
Task 1 – Project Management	\$10,000.00		\$10,000.00
Task 2 – Outreach and coordination	\$20,000		\$20,000
Task 3 – Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	\$20,000		\$20,000
Unidentified Consultants (to be selected through competitive RFP process; specific budget items will be updated once consultants are chosen)			
Task 2 – CEP Support	\$25,000.00		\$25,000.00
Task 3 – Site specific sea level rise vulnerability, tsunami hazards, and erosion assessment	\$190,000.00		\$190,000.00
Task 3 – Parcel Survey	\$30,000.00		\$30,000.00
Task 3 – Facilities Assessment	\$90,000.00		\$90,000.00
Task 3 – Water Quality / Aquaculture Assessment	\$150,000.00		\$150,000.00

¹ Amount requested should include total for salary and benefits.

² All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

EXHIBIT B

<i>City of Fort Bragg</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
Task 3 – Special District Analysis	\$20,000.00		\$20,000.00
Task 4 – LCP Update	\$40,000.00		\$40,000.00
Consultants Total	\$595,000.00		\$595,000.00
Total Direct Costs	\$898,990.00		\$898,990.00
OVERHEAD/INDIRECT COSTS³			
City Staff Overhead/Indirect Costs	-		-
TOTAL PROJECT COST	\$898,990		\$898,990

³ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. **Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the “RFF Form”), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Awbrey Yost
Statewide Planning Division
1385 8th St., Suite 130
Arcata, CA 95521
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. **CERTIFICATION CLAUSES**: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. **TIMELINESS**: Time is of the essence in this Agreement.
10. **COMPENSATION**: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. **ANTITRUST CLAIMS**: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. PROJECT EXECUTION:

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$898,990 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

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of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy ([adopted August 2018](#)).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|---|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

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The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

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4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Representative of Coastal Commission:

By: _____
Printed Name: _____
Title: _____
Dated: _____



City of Fort Bragg

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

File Number: 23-294

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: D.

Adopt Resolution of the Fort Bragg City Council Authorizing Staff to Apply for a Community Resilience Center Grant through the Strategic Growth Council of the State of California with any Awarded Funds Intended to be used to Increase the Community's Resiliency to Climate Change and Emergencies

RESOLUTION NO. XX-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING STAFF TO APPLY FOR A COMMUNITY RESILIENCE CENTER GRANT THROUGH THE STRATEGIC GROWTH COUNCIL OF THE STATE OF CALIFORNIA WITH ANY AWARDED FUNDS INTENDED TO BE USED TO INCREASE THE COMMUNITY'S RESILIENCY TO CLIMATE CHANGE AND EMERGENCIES

WHEREAS, climate change continues to create new and challenging emergencies for communities across California; and

WHEREAS, the City of Fort Bragg and the surrounding community provide critical services for the entire Mendocino Coast during emergencies; and

WHEREAS, the City of Fort Bragg and City Council identified being prepared for emergencies and disasters as one of their strategic goals for Fiscal Year 23/24; and

WHEREAS, underserved communities including minorities, the elderly, and disabled individuals are typically more negatively impacted during emergencies; and

WHEREAS, this grant would provide funding opportunities for underserved populations on the Mendocino Coast to increase their resiliency during emergencies and events related to climate change; and

WHEREAS, the Veterans Memorial building at Harold O. Bainbridge Park represents an ideal location for the City's Emergency Operations Center (EOC) and a temporary evacuation center; and

WHEREAS, the funds awarded from this grant would allow the City to develop and retrofit the Veterans Memorial building ensuring it is seismically safe and prepared to withstand emergencies for an extended period of time; and

WHEREAS, the proposed improvements to the Veterans Memorial building would expand its potential to be used as an active community center, training facility, and meeting hall; and

WHEREAS, improvements to the Veterans Memorial building will allow the veterans of the Mendocino Coast to receive more effective care and services; and

WHEREAS, this grant would fund a staff member responsible for assisting in the City's emergency planning process as well as coordinating with underserved populations and the community in developing plans to increase their community resilience; and

WHEREAS, funding would be used to update the City's Emergency Action Plan and Continuity of Operations Plan; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize staff under the direction of the City Manager to apply for

the Community Resilience Center grant and the authority to execute all related documents if awarded.

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 11th day of September 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-292

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: E.

Readopt Master Traffic Resolution

The City Council considers changes to the Master Traffic Resolution a few times each year, as necessary. The last changes were made on June 24, 2023. Since that time, the Traffic Committee has considered one (1) Traffic Modification Requests filed with the City Clerk's Office by members of the community. The change includes adding one (1) Blue Curb at 540 N. Whipple Street.

RESOLUTION 1271-2023/B

MASTER TRAFFIC RESOLUTION

WHEREAS, Chapter 10.04 of the Fort Bragg Municipal Code establishes membership of the Traffic Committee to consist of the Chief of Police and Director of Public Works; and

WHEREAS, Chapter 10.08 of the Fort Bragg Municipal Code empowers the City Council, by resolution, to cause to be placed and maintained official traffic control devices; and

WHEREAS, Chapter 10.10 of the Fort Bragg Municipal Code provides that the City Council has authority to determine the placement of restricted turn signs; and

WHEREAS, Chapter 10.12 of the Fort Bragg Municipal Code provides for the City Council to designate by resolution one-way streets and alleys; and

WHEREAS, Chapter 10.14 of the Fort Bragg Municipal Code provides that the City Council may by resolution designate any street or portion thereof as through streets, any intersection or any highway (street) railway grade crossing at which vehicles are required to stop; and

WHEREAS, Section 10.20.030 of the Fort Bragg Municipal Code provides for the establishment of "no parking areas" by resolution of the City Council and indication of such area by sign or red curb; and

WHEREAS, Section 10.20.035 of the Fort Bragg Municipal Code provides for specified private properties to be subject to public traffic regulations; and

WHEREAS, certain properties have previously been designated by resolution as being subject to such public traffic regulations as provided by the Fort Bragg Municipal Code at such time as they are properly posted; and

WHEREAS, Section 22507 of the State of California Vehicle Code and Sections 10.20.190–215 of the Fort Bragg Municipal Code provide for the limitation of parking; and

WHEREAS, Chapter 10.21 of the Fort Bragg Municipal Code establishes the provisions for parking for disabled persons; and

WHEREAS, Chapter 10.22 of the Fort Bragg Municipal Code authorizes the City Council to determine the location of loading zones and passenger loading zones; and

WHEREAS, Chapter 10.28 of the Fort Bragg Municipal Code establishes prima facie speed limits of 25 mph and identifies the methodology for City Council to lower the speed limits by resolution; and

WHEREAS, Chapter 10.30 of the Fort Bragg Municipal Code provides that intersections may be declared to be yield right-of-way intersections; and

RESOLUTION 1271-2023/B (09-11-2023)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

NOW, THEREFORE, BE IT RESOLVED that Resolution 1271-2023/A is hereby repealed and replaced in full by Resolution 1271-2023/B.

BE IT FURTHER RESOLVED that the following traffic and parking regulations and control shall be adopted and enforced pursuant to provisions and penalties of Title 10 of the Fort Bragg Municipal Code.

A. RIGHT TURN ONLY INTERSECTIONS

1. From North Noyo Point Road onto South Main Street (1-11-1999)
2. From the private roadway located at the north end of the South Main Street west frontage road onto South Main Street. (11-09-92; moved from Section P; 9-25-2000)

B. NO LEFT TURNS

Left turn movements at the following locations are declared to be prohibited:

1. 324 S. Lincoln Street, Redwood Elementary School parking lot. (11-22-2010)
2. 501 N. Main Street, The Brewery Shop at NCBC parking lot.

C. NO U TURN INTERSECTIONS

1. The north and eastbound quadrants of the intersection of Harold and Fir Streets.
2. All quadrants of the intersection of Harold and Laurel Streets.
3. All quadrants of the intersection of Harold and Pine Streets.

D. ONE-WAY STREETS

1. Alder Street one-way eastbound between Franklin and Main Streets. (1-27-1992; Amended: 11-26-2007)
2. Alley east of Franklin Street, one-way in a northerly direction between Cypress and Walnut Streets. (11-9-1998)
3. Alley between Harold and Corry Streets, one-way in a northerly direction between Pine and Fir Streets.
4. Alley between Main and Franklin Streets one-way in a southerly direction between Laurel and Oak Streets.
5. Alley between McPherson and Franklin Streets, one-way in a southerly direction between Pine and Laurel Streets.
6. Harold Street one-way in a northerly direction between Chestnut and Maple Streets.
7. Laurel Street one-way eastbound between Main and McPherson Streets.
8. North Lincoln Street one-way in a southerly direction between Cedar and Oak Streets. (4-26-1999)
9. South Lincoln Street one-way in a northerly direction between Willow and Oak Streets.
10. Park Street one-way in a southerly direction between Maple and Oak Streets.

E. THROUGH STREETS

The following are through streets subject to the provisions of Section 10.14.020 of the Fort Bragg Municipal Code and other provisions of this resolution.

1. Boatyard Street from Highway 20 north to Main Street. (3-22-1993)

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MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

2. Cedar Street from Harold Street to the east city limits.
3. Harold Street from Fir Street to Maple Street.
4. Harrison Street from Winifred Street to Chestnut Street.
5. Main Street from the north city limits to the south city limits.
6. Maple Street from Franklin Street to Lincoln Street.
7. Oak Street from Harold Street to the east city limits.
8. Pine Street from Franklin Street to Harold Street.
9. Redwood Avenue from Main Street to Harold Street.
10. South Street from Franklin Street to the east city limits.

F. STOP INTERSECTIONS

On all streets at their intersection with through streets listed above provided that where northbound and southbound through streets cross eastbound and westbound through streets, eastbound and westbound shall have the through traffic and northbound and southbound shall stop, unless it is designated otherwise herein.

1. Alder Street at Franklin Street, four-way stop for all traffic. (11-26-2007)
2. Alder Street at Harold Street for east and westbound traffic.
3. Alder Street at Harrison Street for east and westbound traffic.
4. Alder Street at Main Street for eastbound traffic. (9-25-2000; Amended 11-26-2007)
5. Alley east of Franklin Street at Walnut Street for northbound traffic. (9-25-2000)
6. Azalea Circle at Sanderson Way for eastbound traffic.
7. Boatyard Street at Highway 20 for southbound traffic.
8. Brandon Way at Fir Street for southbound traffic. (4-8-1991)
9. Bush Street at Franklin Street for east and westbound traffic.
10. Bush Street at Harrison Street for east and westbound traffic.
11. Bush Street at Main Street for east and westbound traffic. (9-25-2000)
12. Bush Street at West Street for east and westbound traffic. (1-12-2009)
13. Casa del Noyo Drive at North Harbor Drive for northbound traffic. (7-11-1988)
14. Cedar Street at Harold Street for westbound traffic.
15. Cedar Street at Sanderson Way, four-way stop for all traffic. (4-12-1999)
16. Chestnut Street at Corry and Grove intersection, four-way stop for all traffic.
17. Chestnut Street at Dana Street for westbound traffic. (03-09-2020)
18. Chestnut Street at Harrison Street, four-way stop for all traffic. (4-26-1993)
19. Chestnut Street at Lincoln Street, four-way stop for all traffic.
20. Chestnut Street at Sanderson Way, four-way stop for all traffic.
21. Chief Celeri Drive at Alder Street for north and southbound traffic. (4-8-1991)
22. Chief Celeri Drive at Oak Street for southbound traffic. (3-8-1993)
23. Corry Street at Alder Street for north and southbound traffic.
24. Corry Street at Fir Street for northbound traffic. (4-8-1991)
25. Corry Street at Laurel Street for north and southbound traffic.
26. Corry Street at Madrone Street for north and southbound traffic.
27. Corry Street at Maple Street for north and southbound traffic.
28. Corry Street at Oak Street for north and southbound traffic.
29. Corry Street at Pine Street for north and southbound traffic.

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30. Corry Street at Redwood Avenue for north and southbound traffic.
31. Cypress Street at Noyo Headlands Park exit for eastbound traffic.
32. Dana Street at Chestnut Street for southbound traffic.
33. Dana Street at the entrance to Fort Bragg High School student parking lot, three way stop for all traffic. (7-22-2002)
34. Dennison Lane at Cedar Street for north and southbound traffic. (9-23-1996)
35. Ebbing Way at Chestnut Street for northbound traffic.
36. Elm Street at Franklin Street for eastbound traffic.
37. Espey Way at Walnut Street for northbound traffic. (9-25-2000)
38. Fir Street at Franklin Street for east and westbound traffic. (9-25-2000)
39. Fir Street at Harrison Street for east and westbound traffic. (08-12-2019)
40. Fir Street at Main Street for east and westbound traffic. (9-25-2000)
41. Fir Street at Stewart Street for east and westbound traffic.
42. Fir Street at West Street for east and westbound traffic.
43. Florence Street at Oak Street for northbound traffic.
44. Florence Street at Willow Street for southbound traffic.
45. Franklin Street at Chestnut Street, four-way stop for all traffic.
46. Franklin Street at Cypress Street, four-way stop for all traffic. (Amended: 9-25-2000).
47. Franklin Street at Laurel Street, three-way stop for all traffic. (4-27-2015)
48. Franklin Street at North Harbor Drive, three-way stop; Franklin Street at two locations for southbound traffic.
49. Franklin Street at Oak Street, four-way stop for all traffic.
50. Franklin Street at Pine Street, four-way stop for all traffic.
51. Franklin Street at Redwood Avenue, four-way stop for all traffic. (9-25-2000)
52. Franklin Street at South Street for north and southbound traffic.
53. Franklin Street at Walnut Street, four-way stop for all traffic. (4-27-2015)
54. Georgia Pacific Logging Road at Cypress Street for southbound traffic. (Amended: 9-25-2000)
55. Glass Beach Drive at Stewart Street, three way stop for all traffic (11-13-2001)
56. Glass Beach Drive at West Elm Street, three way stop for all traffic (11-23-2015)
57. Harold Street at Chestnut Street for northbound traffic.
58. Harold Street at Fir Street for southbound traffic
59. Harrison Street at Maple Street for north and southbound traffic.
60. Harrison Street at Oak Street for north and southbound traffic.
61. Harrison Street at Pine Street for north and southbound traffic
62. Harrison Street at Redwood Avenue for north and southbound traffic.
63. Harrison Street at Walnut Street for southbound traffic. (1-25-1993)
64. Hazel Street at Franklin Street for east and westbound traffic. (9-25-2000)
65. Hazel Street at Harrison Street for eastbound traffic.
66. Hazel Street at Main Street for westbound traffic. (9-25-2000)
67. Hazel Street at McPherson Street for east and westbound traffic.
68. Hazelwood Street at South Street for northbound traffic. (4-9-1990)
69. Hocker Lane at Oak Street for northbound traffic. (9-25-2000)

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70. Holmes Lane at Glass Beach Drive for westbound traffic (1-24-1994; amended: 9-25-2000)
71. Holmes Lane at Stewart Street for eastbound traffic (1-24-1994)
72. Howland Court at Oak Street for southbound traffic. (9-25-2000)
73. Jewett Street at Oak Street for northbound traffic. (9-25-2000)
74. John Cimolino Way at Stewart Street for westbound traffic. (9-25-2000)
75. Laurel Street at Harold Street for east and westbound traffic.
76. Laurel Street at Harrison Street for east and westbound traffic.
77. Laurel Street at McPherson Street for east and westbound traffic.
78. Laurel Street at Whipple Street, four-way stop for all traffic.
79. Lincoln Street at Alder Street for southbound traffic (6-12-1995; amended: 9-25-2000)
80. Lincoln Street at Oak Street for north and southbound traffic.
81. Lincoln Street at Willow Street for northbound traffic.
82. Livingston at Oak Street for northbound traffic.
83. Livingston Street at Willow Street for southbound traffic. (10-28-1996)
84. Lonne Way at Sanderson Way for westbound traffic. (2-24-1997)
85. Madrone Street at Franklin Street for east and westbound traffic. (9-25-2000)
86. Madrone Street at Harold Street for eastbound traffic.
87. Madrone Street at Harrison Street for east and westbound traffic.
88. Madrone Street at Main Street for westbound traffic. (9-25-2000)
89. Manzanita Street at Main Street for westbound traffic. (9-25-2000)
90. Maple Street at Franklin Street for east and westbound traffic.
91. Maple Street at Lincoln Street for eastbound traffic.
92. Maple Street at Main Street for westbound traffic. (9-25-2000)
93. Maple Street at South Harold Street, four way stop for all traffic. (03-09-2020)
94. McKinley Street at Alder Street for northbound traffic (6-12-1995) McKinley Street at Oak Street for southbound traffic.
95. McPherson Street at Alder Street for north and southbound traffic.
96. McPherson Street at Chestnut Street for southbound traffic.
97. McPherson Street at Fir Street for north and southbound traffic.
98. McPherson Street at Madrone Street for north and southbound traffic.
99. McPherson Street at Maple Street for north and southbound traffic.
100. McPherson Street at Oak Street for north and southbound traffic.
101. McPherson Street at Pine Street for north and southbound traffic.
102. McPherson Street at Redwood Avenue for north and southbound traffic.
103. Minnesota Avenue at Chestnut Street for northbound traffic.
104. Morrow Street at Alder Street for north and southbound traffic. (2-13-1989; 6-12-1995)
105. Morrow Street at Cedar Street for north and southbound traffic.
106. Morrow Street at Laurel Street for northbound traffic.
107. Morrow Street at Oak Street for southbound traffic.
108. Myrtle Street at North Harbor Drive for southbound traffic. (1-27-1997)
109. Myrtle Street at South Street for northbound traffic. (1-27-1997)

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110. North Harbor Drive at Main Street for westbound traffic. (9-25-2000)
111. North Noyo Point Road at Main Street for eastbound traffic. (9-25-2000)
112. Noyo Heights Drive at Sanderson Way for eastbound traffic. (2-24-1997)
113. Oak Street at Dana Street, four-way stop for all traffic. (7-22-2002)
114. Oak Street at Harold Street, four-way stop for all traffic.
115. Oak Street at Sanderson Way, four-way stop for all traffic.
116. Oak Terrace Court at Oak Street for southbound traffic.
117. Olsen Lane at Chestnut Street for northbound traffic.
118. Park Street at Maple Street for north and southbound traffic.
119. Park Street at Willow Street for southbound traffic.
120. Penitenti Way at Sanderson Way for eastbound traffic.
121. Perkins Way at Bush Street for north and southbound traffic. (4-8-1991)
122. Perkins Way at Fir Street for southbound traffic. (4-8-1991)
123. Pine Street at Harold Street for eastbound traffic.
124. Pine Street at Main Street for east and westbound traffic. (9-25-2000)
125. Redwood Avenue at Harold Street for east and westbound traffic.
126. River Drive at Cypress Street; two locations.
127. River Drive at Kemppe Way for southbound traffic; two signed locations. (6-10-1996)
128. River Drive at South Street for southbound traffic.
129. Sequoia Circle at South Street for southbound traffic.
130. South Main Street west frontage road at Ocean View Drive for southbound traffic. (11-9-1992)
131. South Main Street west frontage road at private roadway for northbound traffic. (11-9-1992)
132. South Main Street west frontage road at South Main Street for eastbound traffic.
133. South Street at Main Street for westbound traffic. (9-25-2000)
134. Spring Street at Chestnut Street for northbound traffic.
135. Spruce Street at Franklin Street for east and westbound traffic.
136. Spruce Street at Main Street for east and westbound traffic. (9-25-2000)
137. Stewart Street at Bush Street for north and southbound traffic.
138. Stewart Street at Elm Street for north and southbound traffic (1-24-1994)
139. Stewart Street at Pine Street for southbound traffic.
140. Stewart Street at Spruce Street for north and southbound traffic.
141. Susie Court at Chestnut Street for southbound traffic. (4-27-1992)
142. Taubold Court at Dana Street for westbound traffic.
143. Wall Street at Chestnut Street for southbound traffic.
144. Wall Street at Oak Street for northbound traffic.
145. Wall Street at Willow Street, four-way stop for all traffic (7-11-1988; amended: 9-25-2000)
146. Walnut Street at Main Street for westbound traffic. (9-25-2000)
147. West Street at Pine Street for north and southbound traffic. (1-12-2009)
148. Whipple Street at Alder Street for north and southbound traffic.

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- 149. Whipple Street at Chestnut for north and southbound traffic.
- 150. Whipple Street at Fir Street for northbound traffic. (4-8-1991)
- 151. Whipple Street at Madrone Street for north and southbound traffic.
- 152. Whipple Street at Maple Street for north and southbound traffic.
- 153. Whipple Street at Oak Street for north and southbound traffic.
- 154. Whipple Street at Pine Street for north and southbound traffic.
- 155. Whipple Street at Redwood Avenue for north and southbound traffic.
- 156. Whipple Street at Walnut Street for southbound traffic (12-13-1993)
- 157. Willow Street at Harold Street for westbound traffic.
- 158. Willow Street at Sanderson Way for eastbound traffic.
- 159. Woodland Drive at Chestnut Street for northbound traffic.
- 160. Woodward Street at North Harbor Drive for southbound traffic. (1-27-1997)
- 161. Woodward Street at South Street for northbound traffic. (1-27-1997)

G. NO PARKING ZONES

No Parking Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

H. RESTRICTED PARKING ON PRIVATE PROPERTY

Pursuant to Vehicle Code, Section 21107.8 and Fort Bragg Municipal Code, Section 10.20.035, the following privately owned and maintained off-street parking facilities are subject to the provisions and penalties of Title 10 of the Fort Bragg Municipal Code, Sections 22350, 23109 and the provision of Division 16.5, commencing with Section 38000 of the Vehicle Code.

BUSINESS TYPE	NUMBER	DIRECTION	LOCATION	DATE
Boatyard Shopping Center	100		Boatyard Drive	11-14-1988 Amended
Coast Christian Center	1004		Chestnut Street	11-22-2004
Calvary Baptist Church	1144		Chestnut Street	3-8-1999
Fort Bragg High School	300		Dana Street	10-09-1990
Mendocino Lithographers; parking on alley	100	N	Franklin Street	
Community First Credit Union; parking lot across street	147	N	Franklin Street	
Purity Store	242	N	Franklin Street	
Well House West	311	N	Franklin Street	
Business/Apartments - The Showcase; parking on alley	333	N	Franklin Street	6-22-1992
Northwest Insurance Agency; parking on alley	522	N	Franklin Street	9-25-1989
Sew-n-Sew	890	N	Franklin Street	2-26-2018

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Franklin St. Center	410-422	S	Franklin Street	1-30-2019
Mendocino Railway	100	W	Laurel Street	
Bank of America	228	N	Main Street	
CBD Business Complex-Redwood Center	247	N	Main Street	12-14-1998
CBD Business Complex	250	N	Main Street	10-25-1993; Amended: 2-14-2000
Coast Hardware & Radio Shack Dealer	300	N	Main Street	7-22-2002
CBD Business Complex; parking on alley	322	N	Main Street	7-10-1989
CBD Business Complex; parking on alley	338	N	Main Street	
CBD Business Complex; parking on alley	342	N	Main Street	3-24-1997
Fort Bragg Depot	401	N	Main Street	8-12-1996
North Coast Brewing Company-Tap room	444	N	Main Street	
Auto & Tow Shop	734	N	Main Street	
Business (Real Estate/Legal)	809	N	Main Street	4-23-1990
Nello's Market	860	N	Main Street	
North O'Town Industrial	1260	N	Main Street	
Gas Station	105	S	Main Street	
Business Complex	112	S	Main Street	6-8-1998
Evelyn Tregoning Buildings	120	S	Main Street	2-13-1989
CVS	150	S	Main Street	
Auto/Second Hand	350	S	Main Street	9-26-1988
Rite Aid	490	S	Main Street	
Safeway Stores	660	S	Main Street	
Business/News	684 /690	S	Main Street	12-12-1988
Insurance	720	S	Main Street	
Restaurant	740	S	Main Street	
Harbor Trailer Park	1021	S	Main Street	8-8-1988; Amended 6-8-1998
McDonald's of Fort Bragg	1190	S	Main Street	4-8-1996
Auto Shop	110		Manzanita Street	
Colombi's Laundromat	647		Oak Street	6-26-1989
Medical/Business Complex	221		Pine Street	1-9-1989
Insurance	124	E	Pine Street	9-12-1994
Lyme Redwood	90	W	Redwood Avenue	
Mendocino Coast District Hospital	700		River Drive	4-14-2003

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Medical	890		River Drive	4-27-1998
First Presbyterian Church	367	S	Sanderson Way	4-14-2003

I. TIME OR DAY LIMITED NO PARKING ZONES

No Parking - Time or Day Limited Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

J. SHORT TERM PARKING (GREEN) ZONES

Short Term Parking Zones will be designated, signed or marked as Short Term Parking Zones as provided in Chapter 10.20.

K. ONE HOUR PARKING ZONES

None at present.

L. TWO HOUR PARKING ZONES

The following listed areas are declared to be two hour parking zones between the hours of 9:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Public right-of-way areas:

- a. Alder Street, both sides, from the alley between Main and Franklin Streets to the alley between Franklin and McPherson Streets. (1-9-1995; Amended 11-26-2007)
- b. Alder Street, both sides, west of Main Street. (1-9-1995)
- c. Franklin Street, both sides, between Pine and Oak Streets.
- d. Laurel Street, both sides, from the west end of Laurel Street to McPherson Street.
- e. Main Street, both sides, between Pine and Alder Streets. (9-27-1993)
- f. McPherson Street, 200 block for a distance of 158 feet from Redwood Avenue on east side, and 107 feet from Redwood Avenue on west side.
- g. Oak Street, both sides, between Main and Franklin Streets, and south side of Oak Street between Franklin and alley west of McPherson.
- h. Pine Street, south side, between Franklin and Main Streets.
- i. Redwood Avenue, both sides from the west end of Redwood Avenue to Harrison Street.

M. TIMED PARKING FOR ELECTRIC VEHICLE CHARGING STATIONS

Parking time limits for Electric Vehicle (EV) Charging Stations will be designated by accompanying signage and enforceable between the hours of 9:00 a.m. and 10:00 p.m. seven (7) days a week, as provided in Chapter 10.20. The following areas shall be regulated by EV provisions.

1. City Hall parking lot, 416 N Franklin Street (2 spaces, effective date 2-21-2018)
2. Laurel Street public parking lot, 230 E Laurel Street (2 spaces, effective date 2-21-2018)

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N. BLUE CURB HANDICAP ZONE APPROVALS

		STREET ADDRESS	OWNER/LOCATION	DATE
100 block of	E	Alder Street	U.S. Post Office	
248	E	Alder Street (on west side of McPherson Street)	Gwen Matson	7-24-2006
100 block of	W	Bush Street (Northwest corner at Main Street)	Rosenthal Construction Building	4-13-1992
250	E	Cypress Street	Fort Bragg Police Department- 2 spaces	
654	W	Cypress Street	Noyo Headlands Park-South Trail-2 spaces	
335	N	Corry Street	Ofelia Ybarra	11-28-2022
360	N	Corry Street	First Methodist Church	
200 block	N	Corry Street at Redwood Avenue	Trinity Lutheran Church- 2 spaces	2-11-2019
470	S	Corry Street	V. Teausant	08-12-2019
155	E	Cypress St	Donna Worster; space at Franklin St intersection	2-26-2018
300	W	Elm Street	Noyo Headlands Park-North Trail - 4 spaces	
201	E	Fir Street	St Michaels Episcopal Church; curb on Franklin Street	
200 block of	N	Franklin Street	U.S. Post Office; third parking space north of Alder Street, as restricted use only. Signs posted will indicate space is neither van accessible, nor wheelchair accessible.	10-23-2000
333	N	Franklin Street	Art Explorers	04-11-2022
416	N	Franklin Street	City Hall Parking Lot	
500 block	N	Franklin Street	First Baptist Church	1-9-1995
201	S	Franklin Street	Mabel Bozzoli	9-28-1998
1000 block		Glass Beach Drive	End of Glass Beach Drive at Pudding Creek Tress bridge - 2 spaces	
490	N	Harold Street	Senior Center/Middle School – two spaces	
500	N	Harold Street	Fort Bragg Middle School - one space	07-24-2023
545	N	Harold Street	Ali & Rick Van Zee	08-12-2019
255	S	Harold Street	Our Lady of Good Counsel	12-14-1998
127	N	Harrison Street	Lorraine Reid	1-23-2017
140	N	Harrison Street	Phil Acosta	1-23-2017
300	N	Harrison Street	Rick Sapinski	1-23-2017

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		STREET ADDRESS	OWNER/LOCATION	DATE
124	E	Laurel Street	Cucina Verona	03/09/2020
200	E	Laurel Street	Southwest Corner of Laurel & Franklin	11-26-2012
400 block	E	Laurel Street, south side— one space west of the driveway	Veteran's Memorial Building	6-28-1999
499	E	Laurel Street	FB Branch/Mendo Co. Library	
800 block	E	Laurel Street	Otis Johnson Park entrance on Laurel Street – one space	
125	S	Lincoln Street	Dick Finch	7-08-2013
300	S	Lincoln Street	CV Starr Center- five spaces	
324	S	Lincoln Street	Redwood Elementary School- two spaces	4-26-1999
355	S	Lincoln Street	LDS Church	12-14-1998
141	N	Main Street Parking Lot	City of Fort Bragg Fire Department	
363	N	Main Street	Town Hall	3-8-1993
400 block	N	Main Street Parking Lot	Public Parking lot by NCBC	
802	N	Main Street	California Department of Forestry; space is located on Spruce Street	10-9-2001
600	E	Maple Street	Our Lady of Good Counsel – two spaces	
151	S	McPherson Street	Angelina Moura – two spaces, one on McPherson one on Madrone	04-11-2022
242	N	McPherson Street	Barry Cusick	7-23-2007
320	N	McPherson Street	Dawn Ferreira	11-28-2022
137	E	Oak Street	Hospitality Center (Oak Street side)	
200	E	Oak Street	Charles Peavey	11-28-2022
224	E	Oak Street	Dora Baroni TTE	7-25-2016
315	E	Oak Street	Theresa Brazil	7-25-2005
127	E	Pine Street	First Baptist Church	1-27-1992
203	E	Pine Street	Dental/Medical Complex	05-29-2018
230	E	Pine Street	William Yeomans	7-12-2010
309	E	Redwood Avenue	Curves	11-26-2007
430	E	Redwood Avenue	Fort Bragg Lions Club	8-24-1992
620	E	Redwood Avenue	Trinity Lutheran Church- 2 spaces	2/11/2019
648		Stewart Street	Alan McClintock	7-24-2023
930		Stewart Street	Glass Beach Preschool; space is located on John Cimolino Way, north side	7-26-1999; amended: 9-25-2000
310	N	Whipple Street	Sergio Sanchez	4-14-2003
336	N	Whipple Street	Nathan Dunn	7-24-2023
446	N	Whipple Street (curb on Whipple Street just south of Red Zone at stop on Pine)	Seventh Day Adventist Church	07-11-2011

**RESOLUTION 1271-2023/B (09-11-2023)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

		STREET ADDRESS	OWNER/LOCATION	DATE
540	N	Whipple Street	Martine Baltierra	09-11-2023
465	S	Whipple Street	Katherine Thompson	11-23-1992

O. PASSENGER LOADING (WHITE LIMITED PARKING) ZONES

The following areas shall be limited to the loading and unloading of passengers between the hours of 7:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Fir Street, at Fort Bragg Middle School, east end at Harold Street starting 11' from corner for a distance of 22'. (9-25-2000)
2. 135 S. Franklin Street, at Coast Cinemas, to replace current green zone. (4-27-2015)
3. Laurel Street, at Fort Bragg Library, from a point 61 feet west of Whipple Street for a distance of 30 feet. (7-23-2007)
4. Stewart Street at John Cimolino Way in front of 930 Stewart Street; starting from the curb ramp and going west for 22'. (9-25-2000)

P. LOADING (YELLOW LIMITED PARKING) ZONES

Loading Zones will be designated, signed or marked as Loading Zones as provided in Chapter 10.22.

Q. 15 MPH ZONE

1. 100 block of S. Lincoln Street. (04-09-1990)
2. 200 block of Park Street. (1-11-2010)
3. West Cypress Street. Noyo Headlands Park Entrance (03-09-2020)

R. YIELD RIGHT OF WAY

None at present.

S. SCHOOL ZONE SPEED

The following streets are hereby declared as school zones. The speed limit in said zones as described below shall be 15 miles per hour when children are present.

1. Chestnut Street, between Lincoln and eastern city limits.
2. Dana Street between Chestnut and the extension of Willow Street.
3. East Fir Street between North Whipple and North Harold.
4. Harold Street between Cedar and Fir Streets. (9-25-2000)
5. Lincoln Street, between Chestnut and Willow Streets.
6. Ocean View Drive, near Leonard Holmes Street/Harbor Avenue. (11-23-2015)
7. Sanderson Way, between Chestnut and Willow Streets.

T. MOTORIZED VEHICLES PROHIBITED

1. Extension of N Dana between Oak Street and Cedar Street. (5-9-88)
2. Extension of Willow Street between Sanderson Way and Dana Street.

U. EMERGENCY VEHICLES ONLY

1. Boatyard Shopping Center at northwest corner of parking lot. As authorized by property owner in accordance with FBMC Title 10 and California Vehicle Code Section 38000 et seq. (6-10-1991)

RESOLUTION 1271-2023/B (09-11-2023)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

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 11th day of September, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-301

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: F.

Adopt Resolution Approving Contract Amendment with Burke, Williams & Sorensen, LPP for Legal Counsel in Filing of Eminent Domain Proceedings for Reconstruction of the City's Raw Water Line, Increasing the Not to Exceed Amount to \$45,000 And Approving Budget Amendment 2023/24-05 (Account No. 651-6007-0310)

RESOLUTION NO. -2023

RESOLUTION APPROVING CONTRACT AMENDMENT WITH BURKE, WILLIAMS & SORENSEN, LPP FOR LEGAL COUNSEL IN FILING OF EMINENT DOMAIN PROCEEDINGS FOR RECONSTRUCTION OF THE CITY’S RAW WATER LINE, INCREASING THE AMOUNT NOT TO EXCEED \$45,000 AND APPROVE BUDGET AMENDMENT 2023/24-05 (ACCOUNT NO. 651-6007-0310)

WHEREAS, on June 26, 2023, the City of Fort Bragg (“City”) approved a Resolution (Resolution No. 4695-2023) that the public interest and necessity require the acquisition of permanent easements for the construction of the raw water line and directed the filing of eminent domain proceedings; and

WHEREAS, Section 4 of Resolution 4695-2023 authorized Burke, Williams & Sorensen LLP, under the direction of the City Attorney, to prepare such proceedings; and

WHEREAS, the City entered into a professional services agreement with Burke, Williams & Sorensen LLP, in the amount of \$25,000; and

WHEREAS, the cost of processing the Eminent Domain proceedings exceeds the original contract amount; and

WHEREAS, the costs of these additional services is estimated to be \$20,000, bringing the total Not to Exceed Amount to \$45,000; 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

WHEREAS, there are sufficient funds available in the raw water line project funds to cover the cost of these additional services; 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 Burke, Williams & Sorensen LLP, and authorizes the City Manager to execute the same (total amount of contract not to exceed \$45,000) and approved Budget Amendment 2023/24-05, \$45,000 (Account 651-6007-0310).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of September 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

ATTEST:
Cristal Muñoz
Acting City Clerk

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -		\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -		\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -		\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829		\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749		\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434		\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department								
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609		\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674		\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212		\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229		\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946		\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231		\$ 1,276		\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861		\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674		\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212		\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229		\$ 5,045	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4200	0220	\$ 374,904	\$ 5,946		\$ 380,850	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4200	0231	\$ 123,024	\$ 1,276		\$ 124,301	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4200	0252	\$ 157,175	\$ 5,861		\$ 163,036	Transfer of CE Officer Budget to PD
3 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)								
Salaries & Wages - 2nd CE Officer	110	4200	0101	\$ 1,865,705	\$ 47,144		\$ 1,912,849	Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110	4200	0211	\$ 337,999	\$ 10,876		\$ 348,875	Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110	4200	0213	\$ 24,765	\$ 746		\$ 25,511	Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141		\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659		\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786		\$ 123,810	Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110	4200	0252	\$ 157,175	\$ 3,607		\$ 160,782	Budget- 2nd CE Officer
4 Revenues								
CDD- Grant Staff Time Reimb	110	4320	3318	\$ 98,000		\$ 98,000	\$ -	Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000		\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958		\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: Finance/Admin Dept _____ Signature: _____ Date: _____

Approval: Isaac Whippy _____

Finance Use: Adriana Moreno Ramos _____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

Text File

File Number: 23-279

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: G.

Receive and File Minutes of the January 24, 2023 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 24, 2023

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Chair Norvell called the meeting to order at 3:00 p.m.

ROLL CALL

**Staff Present: City Manager Ducey, Chief Cervenka, Assistant Engineer Huerta,
Assistant Planner Peters, Administrative Assistant Arellano**

Present: 2 - Bernie Norvell and Jason Godeke

1. APPROVAL OF MINUTES

1A. [22-659](#) Approve Minutes of the September 27, 2022 Community Development Committee

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

Aye: 2 - Committee Member Norvell and Committee Member Godeke

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comments were received from Anne Maureen McKeating and Allison Westerfeld.

3. CONDUCT OF BUSINESS

3A. [23-017](#) Receive Oral Update on Central Business District Revitalization Efforts

Assistant Planner Peters, Chief Cervenka, and Assistant Engineer Huerta presented the prepared report and responded to members' questions related to City Police Officers' walking patrol in the Central Business District.

Public Comment: None.

Discussion: None.

4. MATTERS FROM COMMITTEE / STAFF

Chair Norvell stated that the next Community Development Committee Meeting will be held in person at Town Hall as well as via video conference. Chair Norvell stated that Vice Mayor Godeke will be Chair of the Community Development Committee going forward.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:22 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: 23-278

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: H.

Receive and File Minutes of the March 29, 2023 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

Wednesday, March 29, 2023

4:00 PM Town Hall, 363 N. Main Street and Via Video Conference

SPECIAL MEETING

MEETING CALLED TO ORDER

Chair Godeke called the meeting to order at 4:00 P.M.

ROLL CALL

Staff Present: City Manager Ducey, Chief Cervenka, Assistant Planner Peters, Administrative Assistant Arellano

Present: 2 - Bernie Norvell and Jason Godeke

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comment was received by Ron White and Jacob Patterson.

3. CONDUCT OF BUSINESS

3A [23-097](#) Receive Oral Update on Central Business District Revitalization Efforts

Assistant Planner Sarah Peters presented the prepared report.

Public Comment: None.

Discussion: None.

3B [23-098](#) Receive Oral Report Regarding Vacation Rentals

City Manager Ducey presented an oral report regarding current vacation rental zoning restrictions.

Public Comment: Ana Munoz and Tatiana Peavey

Discussion: City Manager Ducey answered questions from the Committee Members regarding the current ordinances regarding vacation rentals and stated she and Staff would work on a Staff Report to bring forward to the City Council.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Chair Godeke adjourned the meeting at 4:32 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: 23-277

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: I.

Receive and File Minutes of the May 17, 2023 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

Wednesday, May 17, 2023

3:30 PM Town Hall, 363 N. Main Street and Via Video Conference

Special Meeting

MEETING CALLED TO ORDER

Chair Godeke called the meeting to order at 3:30 p.m.

ROLL CALL

Present: 2 - Bernie Norvell and Jason Godeke

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

- 3A** [23-160](#) Receive report regarding proposed changes to ADU and Tiny Home regulations in Fort Bragg.

Consultant Marie Jones presented the prepared report.

Public Comment: Public Comment was received by Jenny Shattuck and Jacob

Patterson. Discussion: Consultant Marie Jones answered questions from the Committee members regarding the proposed changes to the City's ADU and Tiny Home regulations.

- 3B** [23-161](#) Receive report and discuss proposed changes to subdivision regulations relative to Prop 9.

Consultant Marie Jones presented the prepared report.

Public Comment: Public Comment was received by Paul Clark, Jacob Patterson, Jenny Shattuck, David Jensen, Casey Phillips, and Nate Orsi.

Discussion: Consultant Marie Jones answered questions from the Committee members regarding the proposed changes to the City's subdivision regulations relative to Prop 9.

- 3C** [23-162](#) Discuss the end of COVID Regulation and how to address outdoor tents throughout Fort Bragg.

Consultant Marie Jones presented the oral report.

Public Comment: Public Comment was received by Jacob Patterson, Jenny Shattuck, Joshua Coat, and Andrew Jordan.

Discussion: Consultant Marie Jones answered questions from the Committee members regarding the City's COVID outdoor tent regulations. The Committee members provided Consultant Marie Jones and Staff with direction on how to handle the end of the regulation.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Chair Godeke adjourned the meeting at 4:37 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: 23-295

Agenda Date: 9/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: J.

Receive and File Minutes of the June 08, 2023 Public Works and Facilities Committee Meeting



City of Fort Bragg

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

Meeting Minutes Public Works and Facilities Committee

Thursday, June 8, 2023

3:00 PM

Town Hall, 363 N. Main Street

MEETING CALLED TO ORDER

Committee Chair Peters called the meeting to order at 3:00pm

ROLL CALL

Committee Members Peters and Albin-Smith were present along with Public Works Director John Smith and Assistant Director Chantell O'Neal

Present: 4 - Tess Albin-Smith, Lindy Peters, John Smith and Chantell O'Neal

1. APPROVAL OF MINUTES

[23-170](#) Approve Minutes of May 19, 2023

This Committee Minutes was approved for Council review

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

3. CONDUCT OF BUSINESS

3A. [23-178](#) Director Oral Report on Departmental Activities and Project Updates

Director Smith provided updates on the following Projects:

- Broadband Project - Kick-off meeting this week
- Rooftop Solar Project - Consultant will present to Council on July 10th
- Playground Project - pending shipment of damaged goods
- 2022 Streets Project - out to bid
- Water Treatment Plant - finalizing grant documents
- Raw Water Line Project - out to bid later summer
- Pudding Creek Water and Sewer Line
- Reservoirs Project- Request for Proposal (RFP) is out to bid
- Distribution System Master Plan- In design
- Recycled Water Facility Planning Study- State Water Resources Control Board Grant in process
- Collection System Master Plan- RFP planned for summer release
- Bio-solids Dryer - Dryer is operational, waiting on the statistics for drying efficiencies

Committee Chair Peters inquired about the status of the smells at the wastewater treatment plant. Smith indicated that the dryer should resolve smells except when the load needs to be turned

which is necessary periodically.

The Committee Members directed staff to bring forward to the Public Safety Committee:

1. Enforcement of the electric bike speed limit
2. Pomo Bluff Park patrols and park hours

4. MATTERS FROM COMMITTEE / STAFF

None

ADJOURNMENT

Committee Chair Peters adjourned the meeting at 3:21 pm.



City of Fort Bragg

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

Text File

File Number: 23-288

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: A.

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12030 and Approve Resolution Accepting the Final Product from Community Development Block Grant (CDBG) Planning Grant 20-CDBG-12030



CITY OF FORT BRAGG

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct three public hearings at a regular meeting to be held at **6:00 PM**, or as soon thereafter as the matters may be heard, on **MONDAY, September 11, 2023**, at Town Hall, southwest corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California 95437. The public hearings will concern the following items:

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12030 and Approve Resolution Accepting the Final Product from Community Development Block Grant (CDBG) Planning Grant 20-CDBG-12030

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

The purpose of the public hearings is to disclose grant accomplishments and to give citizens an opportunity to make their comments known. If you are not able to attend the public hearings, you may direct written comments to the City of Fort Bragg, Attention: Grants Coordinator Lacy Peterson, 416 N. Franklin Street, Fort Bragg, CA 95437 or email to lpeterson@fortbragg.com, or you may telephone Lacy Peterson, Grants Coordinator, at (707)961-2823 ext. 108. If you need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact City Hall at (707) 961-2823 to arrange for those accommodations to be made.

The City of Fort Bragg promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Dated: August 24, 2023

Lacy Peterson
Grants Coordinator

POST/PUBLISH: August 31, 2023

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort and that I caused this Notice to

be posted in the City Hall Notice Case on August 31, 2023.

Diana Sanchez
Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporado el 5 de Agosto de 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Teléfono: (707) 961-2823
Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo tres audiencias públicas en una reunión ordinaria que se llevará a cabo a las **6:00 p. m.**, o tan pronto como se escuchen los asuntos, el **LUNES 11 de septiembre de 2023** en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 North Main Street), Fort Bragg, California 95437. Las audiencias públicas se referirán a los siguientes temas:

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-12030 y aprobar la resolución que acepta el producto final de la subvención para la planificación por Community Development Block Grant (CDBG) 20-CDBG-12030

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

El propósito de las audiencias públicas es divulgar los logros de la subvención y dar a los ciudadanos la oportunidad de dar a conocer sus comentarios. Si no puede asistir a las audiencias públicas, puede enviar comentarios por escrito a la Ciudad de Fort Bragg, Atención: Coordinadora de Subvenciones Lacy Peterson, 416 N. Franklin Street, Fort Bragg, CA 95437 o enviar un correo electrónico a lpeterson@fortbragg.com, o puede llamar a Lacy Peterson, Coordinadora de Subvenciones, al (707)961-2823 ext. 108. Si necesita una adaptación especial debido a un impedimento/discapacidad sensorial o de movilidad, o si necesita un intérprete, comuníquese con el Ayuntamiento al (707) 961-2823 para hacer arreglos para que se realicen esas adaptaciones.

La ciudad de Fort Bragg promueve la vivienda justa y pone todos los programas a disposición de las familias de ingresos bajos y moderados, independientemente de su edad, raza, color, religión, sexo, origen nacional, preferencia sexual, estado civil o discapacidad.

FECHA: 24 de agosto de 2023

Lacy Peterson
Coordinador de Becas

PUBLICAR: 31 de agosto de 2023

ESTADO DE CALIFORNIA)
) ss.

COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg y que hice que este Aviso se publicara en el Quiosco de Aviso del Ayuntamiento el 31 de agosto de 2023.

Diana Sanchez
Secretario Municipal Interino

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ACCEPTING THE FINAL REPORT FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PLANNING GRANT 20-CDBG-12030**

WHEREAS, the City of Fort Bragg was awarded funding in the amount of \$100,000 for Mill Site Planning activity and General Administration under the 2019/2020 Notice of Funding Availability for the Community Development Block Grant (CDBG) program, which is administered by the California Department of Housing and Community Development (HCD); and

WHEREAS, the purpose of this planning activity was to allow for reuse and development of the former Mill Site, located in the Coastal Zone, through the completion of a Local Coastal Program (LCP) Amendment to rezone the site; and

WHEREAS, drought conditions in 2021 made the completion of an LCP amendment challenging, as new sources of water and/or water storage would need to be identified in order to support development at the site; and

WHEREAS, the grant scope of work was revised to focus on how Blue Economy opportunities could spur development at the former Mill Site, as aquaculture is an allowable use under the current zoning; and

WHEREAS, the City contracted with ASA Analysis & Communication, Inc. (ASA) to prepare the technical analysis, *Engineering Concepts and Preliminary Costs for Ocean Water Intake and Outfall Infrastructure to Facilitate Economic Development Activities on Former Georgia Pacific Mill Site*, attached herein; and

WHEREAS, the Council has reviewed the study and found the information provided therein to meet the requirements of the planning activity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the final product as complete from Community Development Block Grant Planning Grant 20-CDBG-12030.

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 11th day of September, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

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Acting City Clerk



**ENGINEERING CONCEPTS AND PRELIMINARY COSTS FOR
OCEAN WATER INTAKE AND OUTFALL INFRASTRUCTURE TO
FACILITATE ECONOMIC DEVELOPMENT ACTIVITIES ON
FORMER GEORGIA PACIFIC MILL SITE
FINAL REPORT**



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November 9, 2022

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EXECUTIVE SUMMARY

The City of Fort Bragg (City or Fort Bragg) is assessing opportunities to drive regional economic development using ocean water. This report provides a screening evaluation of ocean water withdrawal (intake) and treated wastewater return (discharge) options, along with preliminary costs.

This project has many technical challenges, but the benefits of successful implementation would be significant. Determining the type and location of the intake is non-trivial, and needs to be identified with regulatory/agency input and environmental data. Regulatory input will help determine the type of project that may be permitted once it is designed. Water quality, water depth, ambient water current directions and speed, geotechnical conditions, benthic and habitat data, etc. will help determine the location of the project that will provide water with requisite quality. Various studies would be needed as the project achieves greater definition to overcome uncertainties and project risks. This report provides recommendations for such studies.

Key regulatory criteria and permits are discussed in Section 3. The anticipated intake and discharge have many constraints and challenges, such as location, topography, geotechnical conditions, and water depth. These are discussed in Section 4.

Intakes for seawater desalination plants in California need to first demonstrate that a subsurface intake would be infeasible before considering a surface water intake. It is unlikely that this requirement would apply to the City's intake since it will not be serving a seawater desalination plant. Regardless, typical subsurface intake types are discussed in Section 5, potential additional studies to assess the feasibility of subsurface intakes are discussed in Section 8, and an order of magnitude cost of a subsurface intake is presented in Section 10.1.

There are two types of surface water intakes – those with traveling water screens and those with passive wedgewire screens. Intakes with traveling water screens need to be onshore or nearshore. As discussed in Section 6.3, a shoreline intake with neither wedgewire screens nor traveling water screens would be feasible. Three different locations for wedgewire screens are also discussed in Section 6. Each location poses different challenges and risks. Section 7 discusses key risks and potential mitigation measures and Section 8 discusses studies that may be undertaken at different phases of planning to assess the feasibility of the project. Section 9 presents a relative schedule for implementing a surface water intake. Sections 10.2 and 10.3 provide cost estimates for two surface water intakes – one with the intake pipe drilled through the bluffs and one with the intake pipe installed on the bluffs.

Based on information presently available, the Association for the Advancement of Cost Engineering (AACE) Class 5 estimate for a surface water intake could be between \$19 and 43 million, and for a subsurface water intake over \$70 million.

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ABBREVIATIONS

AACE	Association for the Advancement of Cost Engineering
CA	California
CESA	CA Endangered Species Act
CEQA	CA Environmental Quality Act
CDP	Coastal Development Permit
CCI	Construction Cost Index
cf	cubic feet
DO	dissolved oxygen
ENR	Engineering News Records
EIR	Environmental Impact Report
ft	feet
fps	feet per second
HDD	horizontal directionally drilled
in	inch
MTJ	Mendocino Triple Junction
m	meter
MGD	million gallons per day
mm	millimeter
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
OTC	Once-Through Cooling
O&M	Operation and Maintenance
OP	The California Ocean Plan
Project	The City ocean water intake and discharge project
City or Fort Bragg	The City of Fort Bragg
TWS	traveling water screens
WWFT	Wastewater Treatment Facility
WWS	wedgewire screens

1. PROJECT NEED

The City of Fort Bragg (City or Fort Bragg) is assessing opportunities within the “Blue Economy” to drive the regional economy - improving livelihoods and wages – primarily by revitalizing the City’s economy and employment base while also nurturing healthy marine ecosystems. To support the Blue Economy objectives, the City is evaluating solutions to withdraw ocean water (intake) and return treated wastewater back to the ocean (discharge) for the following uses:

- The Blue Economy Innovation Center for small, land-based aquaculture facilities and blue technology businesses.
- The Noyo Marine Science Center future Noyo Headlands facility (aquariums, research, etc.).

At this time, the water intake is expected to have a capacity of approximately 1 million gallons per day (MGD).

2. PROJECT CRITERIA

The City ocean water intake and discharge project (“Project”) has many needs; some of the needs are competing. This section groups these project needs as either required or preferred criteria. Required project criteria must be met; preferred project criteria may be met if possible.

2.1 REQUIRED PROJECT CRITERIA

Required project criteria include the following.

- Water quality appropriate for land-base aquaculture facilities, blue technology businesses, marine research and aquaria. Ocean water withdrawn via the new intake would be used to support marine life; therefore, water quality must be compatible with marine life. The water needs to be devoid of toxin, viruses, etc. or be treatable/treated to remove such pollutants.
- Meet regulatory requirements. The California Ocean Plan (OP) does not include requirements specific to ocean water intakes that would support Blue Economy activities, but has requirements for intakes associated with seawater desalination plants. Some of these requirements may be applicable at the Fort Bragg intake. The OP has specific requirements for ocean discharges. A summary of the OP is provided in Section 3.
- Availability of adequate quantities of ocean water. The water source(s) need to provide sufficient quantities of water based on long-term (daily or monthly scales) even if not at the instantaneous scale. Fluctuations in water availability may be addressed by having sufficient water storage onshore. The larger the storage, the higher the costs.
- The system needs to be constructible. The design needs to accommodate geotechnical constraints, avoid damaging the bluffs during construction and operations, and be constructible with available construction methods.
- Intake technology needs to be presently available and avoid a first-in-class installation that would add to the risk of the Project.
- Ability to modify the design as-needed to accommodate funding requirements. This Project will be funded by public grants; likely a combination of grants. Each grant has its constraints and requirements. A project design that is malleable to the grant requirements may be funded more easily.
- Minimum impact to surrounding resources such as freshwater aquifers, ocean, and wetlands. The project needs to be constructed and operated with minimal impact on surroundings resources. The intake should not draw freshwater – freshwater is already scarce, and it would not support marine life or the other Blue Economy activities planned. The project needs to use marine/ocean water without causing irreversible adverse impacts to the ocean floor, water, organisms, or habitat. In addition, the project needs to preserve the existing wetlands, an invaluable resource, which act as a buffer between some parts of the Noyo Headlands Park and the City.
- Ability to locate the onshore portion of infrastructure on City-owned property. If the onshore infrastructure cannot be located within City-owned property, it is likely that the

intake and discharge to support Blue Economy activities could not be constructed at all. Alternate lands and locations are not available elsewhere along the Noyo Headlands Park and acquisition of additional real estate would be costly and potentially infeasible.

2.2 PREFERRED PROJECT CRITERIA

- Consistent water quality. Dependent on the Blue Economy end use activities (i.e., organisms being cultured) the raw water may need to be treated prior to use. The design of the treatment system can be streamlined when the raw water has consistent quality. If the raw water quality fluctuates significantly, then the treatment system needs to be designed and built at greater cost to treat a broader range of pollutants and constituents.
- Reliable water quantities. The system would have raw water storage to accommodate fluctuations in user needs. If the supply is less reliable, then the raw water storage needs to be larger to accommodate both demand- and supply-side fluctuations.
- Low cost. This system would be funded by public grants; likely a combination of grants. A lower cost system that meets the above needs would be preferable.

3. THE CALIFORNIA OCEAN PLAN AND PERMITTING APPROACH

While the Project would need many permits and approvals, requirements within the OP are likely to be the key driver for many of the design criteria. This section provides a summary of the OP and the general approach for permitting the Project.

3.1 BACKGROUND

The OP is one of five California-wide water quality control plans established by the State Water Resources Control Board to preserve and enhance California's territorial ocean waters for the use and enjoyment of the public. This is achieved by controlling the discharge of wastes (such as stormwater, treated sewage effluent, and other industrial discharges) into the ocean and seawater intakes (such as for power plant cooling and desalination plants). The OP was adopted by the State Water Board on July 6, 1972, and has been amended five times since it was last reviewed in 2011. The amendments more relevant to the Project are the 2012 State Water Quality Protection Areas and Marine Protected Areas Amendment, which established new criteria for designating State Water Quality Protection Areas, and the 2019 Bacteria Amendment, which revised statewide bacteria water quality objectives and implementation options to protect recreational users from the effects of pathogens (bacteria). Some elements of the 2015 Desalination Amendment, which instituted requirements to protect ocean waters during the construction and operation of seawater desalination facilities may also be relevant to the Project.

3.2 PERMITTING APPROACH

The Project will require the construction of a new ocean water intake and a connection to the existing wastewater treatment facility discharge. The intake would be located within coastal state waters and would draw water from the Pacific Ocean. The discharge would be pre-mixed with treated wastewater effluent and would be discharged to the Pacific Ocean through existing infrastructure. The City's Project would therefore require permits and approvals from the relevant federal, state, and local agencies with jurisdiction over the construction and operation of such facilities in California.

Explicit regulations exist for ocean intake and discharge structures associated with once-through cooled power plants and seawater desalination plants. Those requirements do not strictly apply to the intake and discharge flows or structures proposed for the Blue Economy activities. However, it is possible that the requirements for the City may be informed by those requirements applicable to power and desalination plants.

California's Once-Through Cooling (OTC) Policy and the CA OP (and its associated amendments such as the Desalination Amendment) were reviewed for applicability to this Project. Each of these includes standards and requirements for the design and operation of intake and discharge structures. Beyond these state-level requirements, various federal and local permits/approvals would also be required. Table 3-1 lists the suite of permits and approvals that would likely be required for constructing and operating an intake and discharge for the City's Project. Note that coordination among the agencies is typical, but can also result in long durations for securing all required permits/approvals. All consultations with regulatory agencies should be streamlined by a clear communication plan such that all potential delays can be minimized. To the extent practicable, agencies should be engaged concurrently as sequential engagement could cause delays.

Per the CA OP, the State Water Resources Control Board may also grant exceptions to the CA OP requirements in cases where it “*will not compromise protection of ocean waters for beneficial uses*” and where “*the public interest will be served*”. Of the exceptions that have been granted to date, a number of them (listed below) are for marine research and aquarium-related facilities which would be similar to the proposed uses for the Blue Economy activities. The City will explore the applicability of an exception for this Project.

- US Navy San Nicholas Island
- US Scripps Institution of Oceanography
- USC Wrigley Marine Science Center
- UC Davis Bodega Marine Laboratory
- HSU Telonicher Marine lab
- Monterey Bay Aquarium
- Stanford Hopkins Marine Station
- Hubbs Sea World Research Institute

The City expects that many of the regulatory standards developed for these industries will be applicable to some degree; however, the specific nature of the above projects are different from those proposed as part of the Blue Economy Project.

Table 3-1. Potential Permits and Approvals Required for the Proposed Blue Economy Innovation Center.

Agency/Regulator	Permit/Approval Required	Reason
Federal		
National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS)	Consultation	To assure consistency with the Endangered Species Act and Marine Mammal Protection Act. To assess potential impacts to federally-list (threatened and endangered) marine life
U.S. Fish and Wildlife Service	Consultation	To assure consistency with the Endangered Species Act and assess potential impacts to federally-list (threatened and endangered) marine life
U.S. Army Corps of Engineers	Section 404 of the Clean Water Act	Required for the placement of fill in navigable waters of the U.S.
State		
State Water Resources Control Board	Consultation	To assure consistency with the CA OP; State Board also coordinates with the Regional Water Quality Control Board and other state agencies
Regional Water Quality Control Board (North Coast)	National Pollutant Discharge Elimination System (NPDES) permit	Required for point source discharge of effluent to waters of the U.S.; would have to be coordinated with the Fort Bragg Wastewater Treatment Facility (WWTF)

Agency/Regulator	Permit/Approval Required	Reason
	Water Quality Certification (Section 401 of the Clean Water Act)	Required in order for U.S. Army Corps of Engineers to act on a Section 404 permit
CA State Lands Commission	Submerged Land Lease	Required for lease of submerged lands where the intake structure would be constructed
CA Coastal Commission	Coastal Development Permit (CDP) and consultation regarding Coastal Zone Management Act (CZMA)	Required per the CA Coastal Act for all facilities being constructed in the coastal zone
CA Department of Fish and Wildlife	Consultation	To assure consistency with the CA Endangered Species Act (CESA)
State Historic Preservation Office (CA Department of Parks and Recreation)	Consultation	To assess potential impacts to historic land/artifacts
First Nations/Tribes	Consultation	To assess potential impacts to historic tribal land/artifacts
Local		
Lead Agency - TBD	CA Environmental Quality Act (CEQA)	Required for certification of Environmental Impact Report (EIR) which assess all potential impacts of the proposed project and project alternatives
City of Fort Bragg Public Works Department	Consultation	To assure new infrastructure will not conflict with existing public facilities
City of Fort Bragg Planning Commission	Consultation	To review land use and development permits (use permits, coastal development permits, design review permits, subdivisions, etc.) for consistency with the goals and policies of the Fort Bragg General Plan, and the development standards of the Fort Bragg Municipal Code
City of Fort Bragg WWTF	Consultation	To reach agreement regarding the connection of the Blue Economy Innovation Center discharge to the existing WWTF discharge (NPDES NO. CA0023078)

4. PRELIMINARY PROJECT CONSTRAINTS

This section discusses construction and operations period constraints that need to be incorporated into the design.

4.1 EXISTING WASTEWATER TREATMENT FACILITY

The existing City of Fort Bragg Wastewater Treatment Facility (WWTF) is located along the shoreline on the western part of the Noyo Headlands Park, which sits approximately 50 feet above sea level immediately inland of bluffs that demarcate the Fort Bragg coastline. The WWTF provides sanitary sewage treatment with aeration, clarification and disinfection. The WWTF was originally constructed in 1970 and has undergone multiple expansions and upgrades (HDR 2016). The space to the north of the WWTF site is ear-marked for potential expansion of the facility and space used for the now-demolished treatment units is available for repurposing (including the former trickling filters). Figure 4-1 shows the WWTF fenceline and the green circles show the former trickling filters which are now filled in with rock.

The WWTF is the only real-estate that the City presently owns within the Noyo Headlands Park and acquisition of additional real-estate would be costly and potentially infeasible. Therefore the onshore portion of the intake and discharge system needs to be located within the existing WWTF property.



Source: Google Earth 2018¹.

Figure 4-1. Extent of the City of Fort Bragg Wastewater Treatment Facility Before Recent Upgrades.

¹ This image does not show the latest treatment units. Newer images show parts of latest treatment units but clouds and fog obscure view of the site.

4.2 EXISTING WWTF OUTFALL

The original WWTF discharged through a 30-inch outfall that emptied nearshore into shallow water. In order to meet CA OP requirements, the City evaluated the performance and biological community near the outfall in 1973 and extended it by approximately 650 ft offshore in 1977 (Underwater Resources 2020). The existing WWTF is designed for peak daily wet weather flow of 4.9 MGD (California Water Boards, 2019), therefore the capacity of the outfall is expected to exceed 4.9 MGD. The existing outfall consists of a 14-port linear diffuser spanning approximately 100-130 ft in 25-30 ft deep water.

At a later date, duckbill-type TideFlex check valves were installed on each of the diffuser ports (Figure 4-2). The valves begin to open when the pressure inside the discharge pipe reaches a pre-determined pressure and open wider as the pressure increases. The valves close when the pressure in the pipe falls below the pre-determined threshold. This mechanism prevents ambient water from entering the system.



Source: Underwater Resources 2020

Figure 4-2. A Diffuser Port with TideFlex Check Valve.

4.3 TOPOGRAPHY

The 50-ft drop from the edge of the WWTF to water is shown in the 1-ft interval topographical map of and around the WWTF (Figure 4-3). The bluffs have an average slope of approximately one-quarter horizontal to one vertical with local areas that are near vertical (BACE Geotechnical 2004).

This topography and the weathered rock pose key challenges to construction.



Source: BACE Geotechnical 2004, Plate 3

Figure 4-3. Topography Surrounding the City of Fort Bragg Wastewater Treatment Facility.

Routing (i.e., drilling) the intake pipe through the rock would be challenging and potentially disruptive to the bluffs, as the vibration from drilling could cause weathered rock to move and crumble. Crumbling rock would pose a major safety issue to construction workers and potentially damage and disrupt operations at the WWTF.

Routing the intake pipe along the bluffs would also be challenging. The intake pipe would need to be tethered to the outer face of rock. Installing anchors to hold the pipe in place would pose some of the same challenges faced with drilling the pipe through rock. The pipe would need to be installed from the bottom to the top of the WWTF site. During the operations period, the entire pipe would be exposed to the sun, wind and rain; the lower sections of pipe would be exposed to waves as well. The pipe would need to be secure enough to withstand these forces, but also be designed to break in a planned/controlled manner when stressed beyond a certain threshold.

4.4 BLUFFS

The bluffs are the primary topographical feature of the Noyo Headlands Park. Weathered rock extends from the seabed to the top of the bluffs. The integrity of rock at each location is unknown. Owing to shallow rock at the WWTF, the former trickling filters at the WWTF were approximately 4 feet deep (typically approximately 8-10 feet deep) and were aboveground. The hardness of the rock would challenge excavation, yet the weathered nature could cause rock to crumble, disallowing tunneling and drilling.

BACE Geotechnical (2004) noted erosion of bluffs, with most of the upper bluff erosion stemming from runoff from the hard surfaces. Using aerial photographs spanning 25 years, BACE Geotechnical (2004) estimated that hard rock areas of the bluffs to be retreating at an average rate of approximately 1.5 to 2 inches per year, and bluffs containing large fill deposits to be eroding at an average rate of approximately 2.5 to 3 inches per year. BACE Geotechnical (2004) also recommended diverting drainage away from near-vertical bluff areas to reduce the erosion rate.

HDR (2016) describes soil liquefaction as a phenomenon in which saturated (submerged), cohesionless soil experiences a temporary loss of strength due to buildup of excess pore water pressure during cyclic loading induced by an earthquake. Soils most susceptible to liquefaction are loose, clean, saturated, poorly graded sand and non- to low-plasticity silt and silty sand. HDR (2016) noted that hazards such as slope instability, lurching or fault rupture were unlikely where the WWTF upgrades were planned. The HDR (2016) study did not specifically study the bluffs immediately west of the chlorine contact tank.

4.5 GEOTECHNICAL CONDITIONS

Several geotechnical studies have been performed over the last several decades to support the various expansions and upgrades of the WWTF. These include the four borings drilled to depths of 21.3 ft, 15.7 ft, 15 ft and 15 ft by Clear Heart Drilling to support the HDR (2016) investigation; two borings drilled to depths of 14.9 ft and 24.1 ft by Kleinfelder (2001); and the three test borings drilled to depths of 16.5 ft, 12 ft and 8.5 ft by Harding, Lawson and Associates in 1987. A summary of the findings from these three studies is provided in Figure 4-4.

These prior studies found that fill extends to depths of about 8 to 9.5 ft and consists of loose to medium dense silty sand with varying amounts of gravel, and that loose poorly-graded sand with silt lie under the fill (HDR 2016). Borings suggest that the depth to bedrock generally increases to the north and west. Bedrock encountered consisted of slightly weathered to decomposed, weak to moderately strong sandstone and shale.

Owing to proximity of existing WWTF structures, blasting should be avoided during construction.

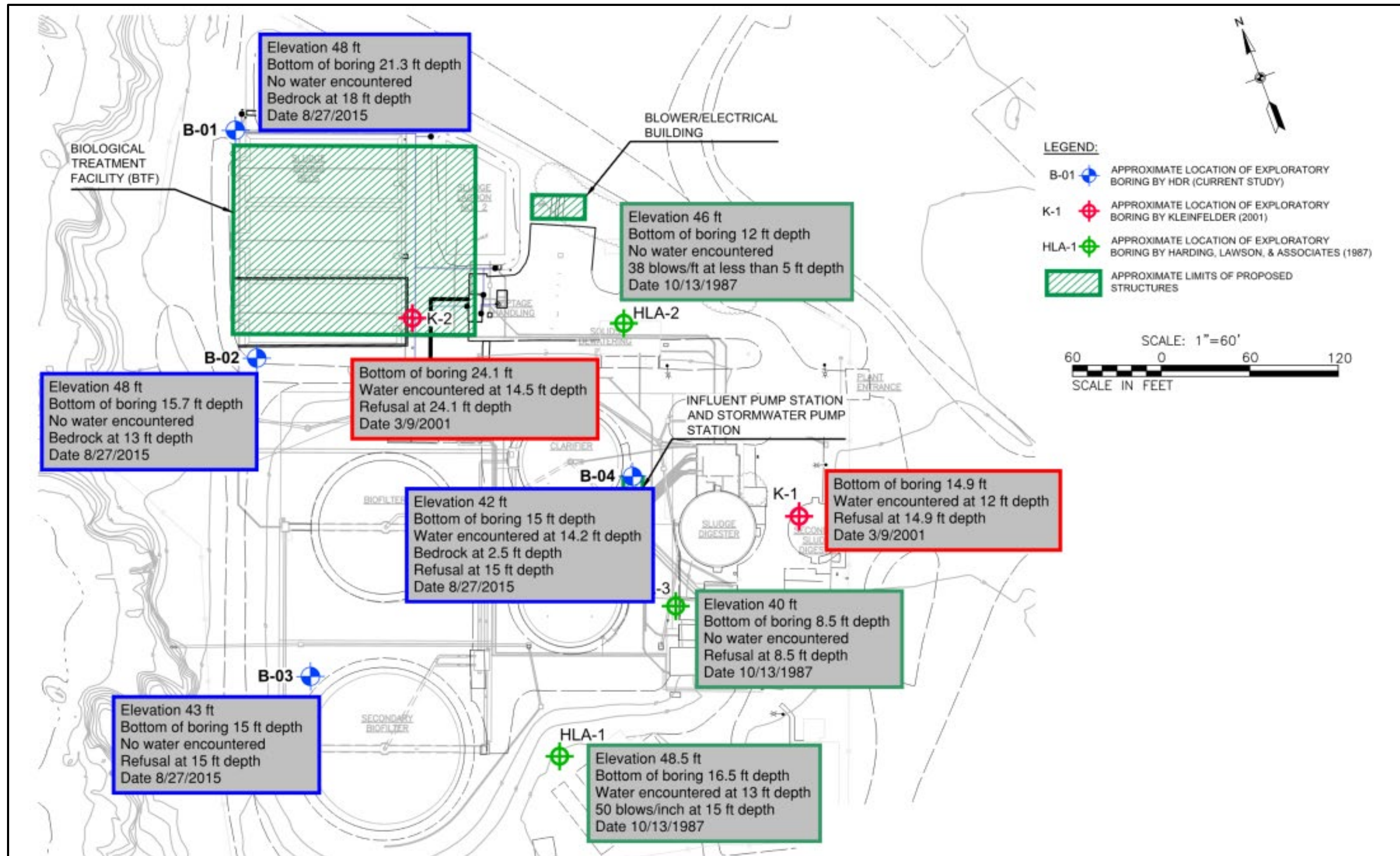
Owing to spatial constraints and to reduce the amount of excavation, the contractor may need to install temporary shoring during excavations. Areas with shallow bedrock and areas with rock outcroppings would challenge driving sheetpile or drilling through rock.

Figure 4-5 is a geologic map of the existing pipeline location and the seabed material that would be encountered during construction.

4.6 DEPTH TO GROUNDWATER

Depth to groundwater changes with season and year, therefore whether groundwater is encountered or not during discrete days of drilling does not indicate long-term trends. The depth to groundwater under general conditions impacts the design. If groundwater is shallow during excavation and construction, then the work needs to plan for constant dewatering and disposal. If groundwater is expected to be shallow under all conditions, then the structures need to be sufficiently heavy to overcome the buoyancy and be designed and constructed to resist lateral hydrostatic pressures.

The design, permitting and construction would need to anticipate construction dewatering.



Source: Adapted from HDR 2016

Figure 4-4. Summary of Geotechnical Borings at the City of Fort Bragg Wastewater Treatment Facility.

4.7 OCEAN WATER DEPTH

The intake must be located in sufficiently deep water to facilitate proper operation of the intake and to reduce navigation risks, but not too deep as to pose construction and maintenance challenges. Figure 4-6 provides bathymetric information around the existing pipeline from 1977. While the bathymetric information may have changed, the figure still provides a general sense of water depth.

Even though the specific location of the intake is presently unknown, it is likely that the intake would extend beyond the existing outfall into waters with depths greater than 35 feet.

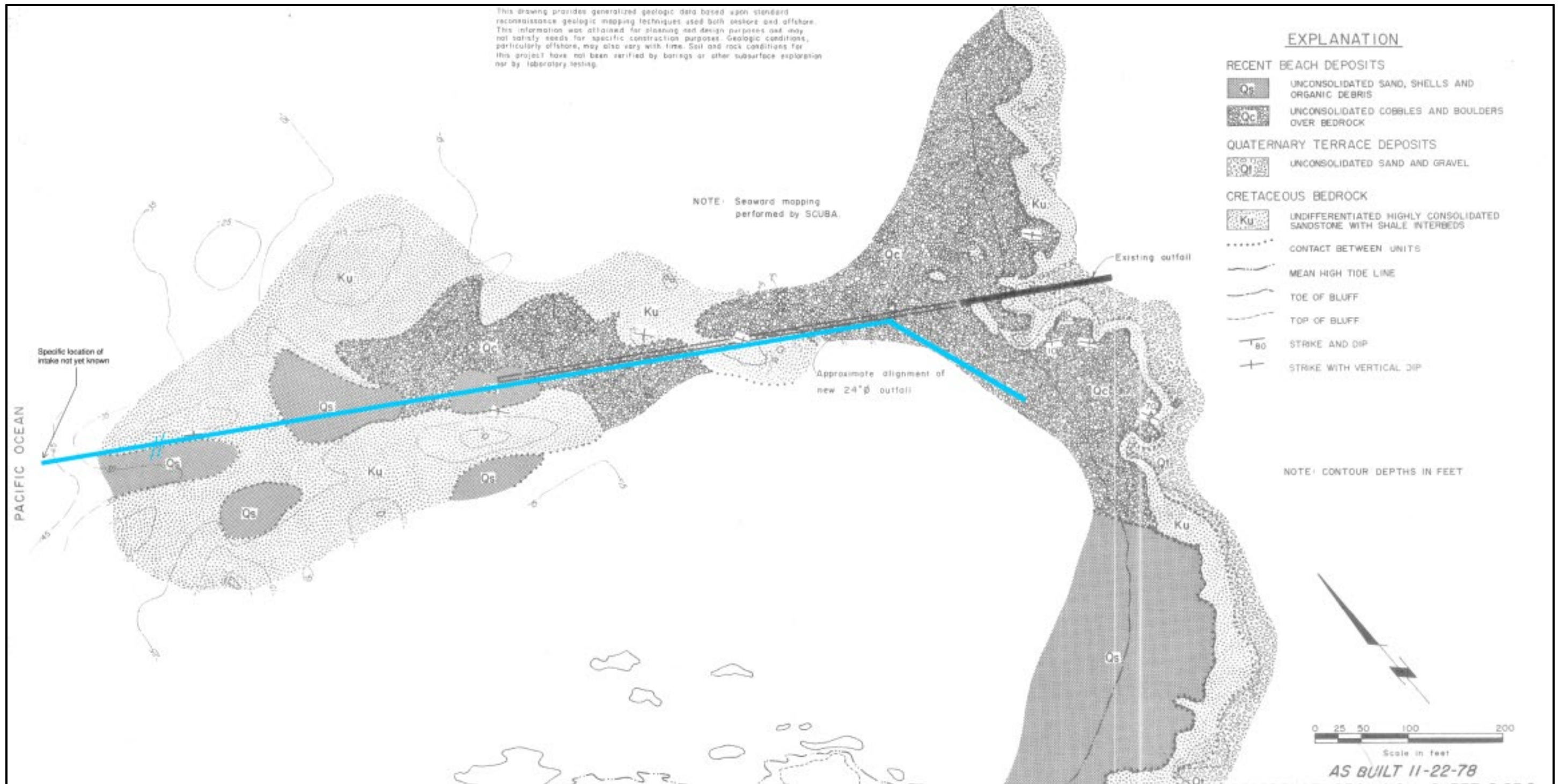
4.8 NAVIGATION

There is commercial and recreational boating in the general vicinity of the outfall and proposed intake. As such, appropriate signage would need to demarcate the locations to protect infrastructure.

4.9 SEISMIC ACTIVITY

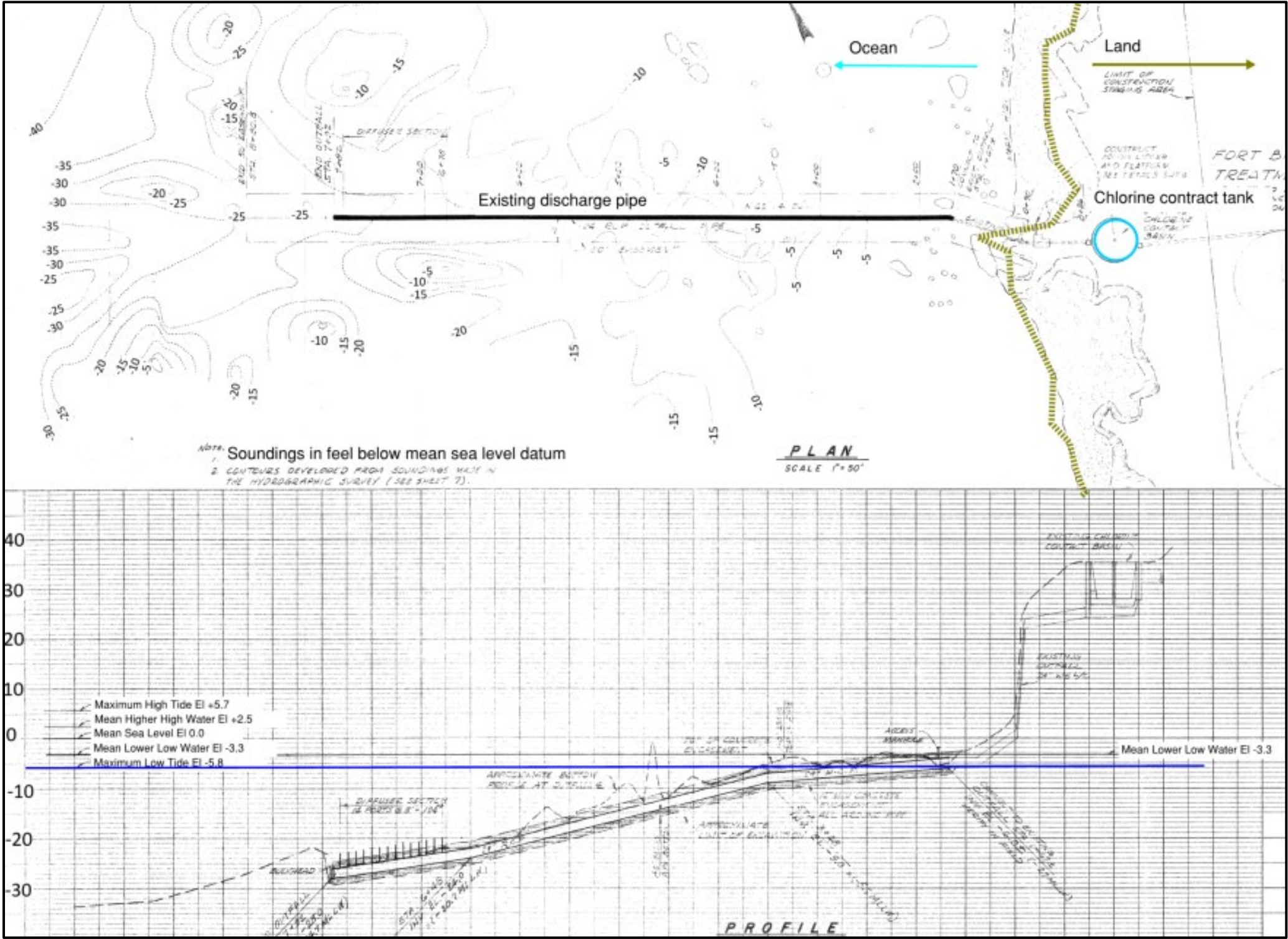
Coastal areas along California experience seismic activity that damages natural and built structures. The seismically active Mendocino Triple Junction (MTJ) occurs about 70 miles northwest of Fort Bragg (HDR 2016). MTJ is where the Pacific, North American and Gorda plates meet, and includes the northern-most terminus of the San Andreas fault, the Mendocino Fault, and the Cascadia Subduction Zone.

The design needs to be informed by potential seismic activity and accommodate the additional challenges and forces it presents. The system needs to be constructed to withstand certain forces, but be designed to fail in a controllable/systematic form when those forces exceed a pre-determined threshold.



Source: HLA 1978

Figure 4-5. Geologic Map of Pipeline Locations.



Source: HLA 1978

Figure 4-6. Bathymetric Map of Existing Pipeline Location.

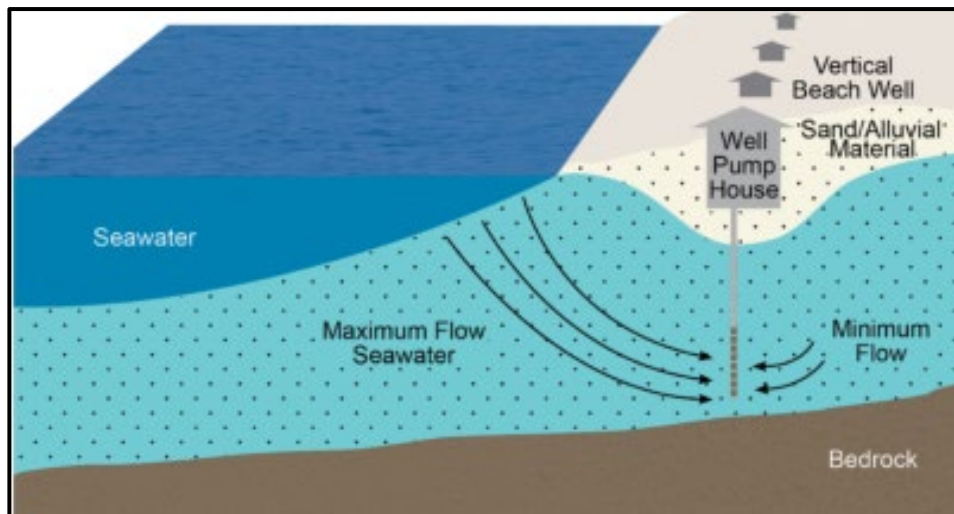
5. SUBSURFACE INTAKE

The Desalination Amendment to the CA OP requires desalination plants to first assess the feasibility of subsurface intakes and consider surface water intakes only if subsurface intakes are determined to be infeasible. The proposed intake would not serve a desalination plant and therefore the requirement to assess subsurface intakes is unlikely to apply here. Nevertheless, this section provides an overview of the different types of subsurface intakes and their relative advantages. Much of the information summarized below is from intake research and studies conducted in support of desalination plants. No known studies of subsurface intakes have been conducted in support of aquaria, marine research, aquaculture facilities, or Blue Economy development projects.

Review of literature suggests that subsurface intakes would be costlier than surface water intakes. Given that this Project would be funded with public grants, a high-cost intake may be looked upon less favorably.

5.1 VERTICAL BEACH WELL

A vertical beach well consists of a well drilled vertically down near the seashore. These wells can draw a mix of seawater and freshwater (Boerlage et al. 2017). The pumphouse and the well would be onshore, therefore maintenance would be reasonably easy (Figure 5-1). Because these wells can draw freshwater as well, there could be a potential impact to freshwater resources and other onshore resources such as wetlands. Salinity levels can fluctuate over the course of the year. As with any groundwater source, this water could have low levels of dissolved oxygen (DO). If a single well is used then the well may need to be drilled deeper to yield sufficient quantities of water. Alternatively, a well field consisting of several shallow vertical wells may be developed.



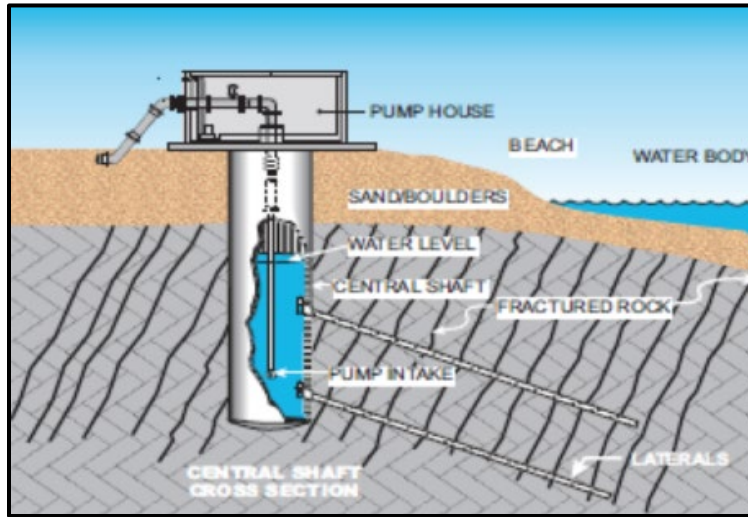
Source: Boerlage *et al.* 2017

Figure 5-1. Schematic of a Vertical Well.

5.2 RANNEY WELL

Ranney wells consist of a vertical shaft installed onshore with multiple lateral wells drilled horizontally out from the shaft (Boerlage et al. 2017). The direction and locations of the laterals induce a preferential flow direction (Figure 5-2). The pumphouse and well would be onshore; the

laterals have the capability to draw water from farther away. Because multiple laterals can draw from a larger area, this system may be reasonably shallow.

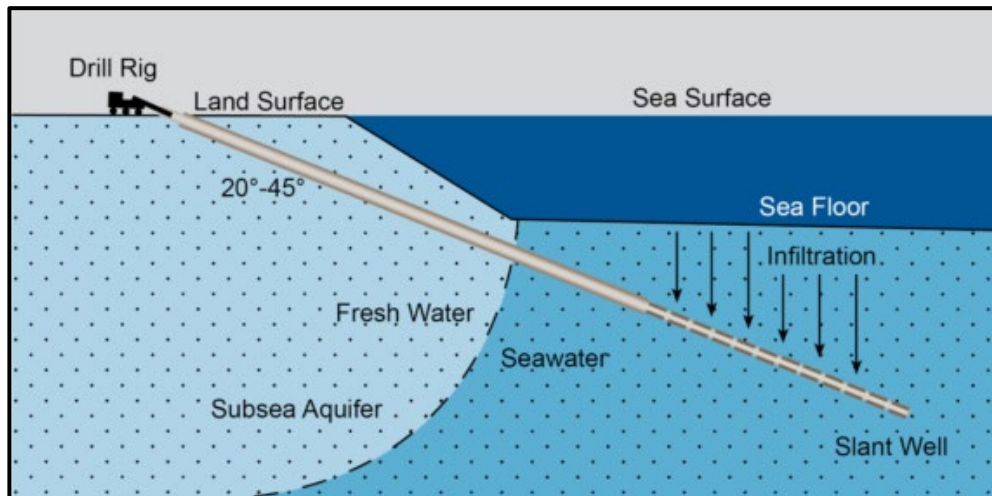


Source: Boerlage *et al.* 2017

Figure 5-2. Schematic of a Ranney Well.

5.3 SLANT WELL

Slant wells are similar to a vertical well in that they consist of a single pipe, but unlike a vertical well, the slant well is drilled at an angle (California American Water 2019). The system could include multiple slant wells. The perforations along the pipe can preferentially draw from predetermined locations. The pump house for these systems would be onshore with the wellfield located offshore and under the seabed (Figure 5-3).

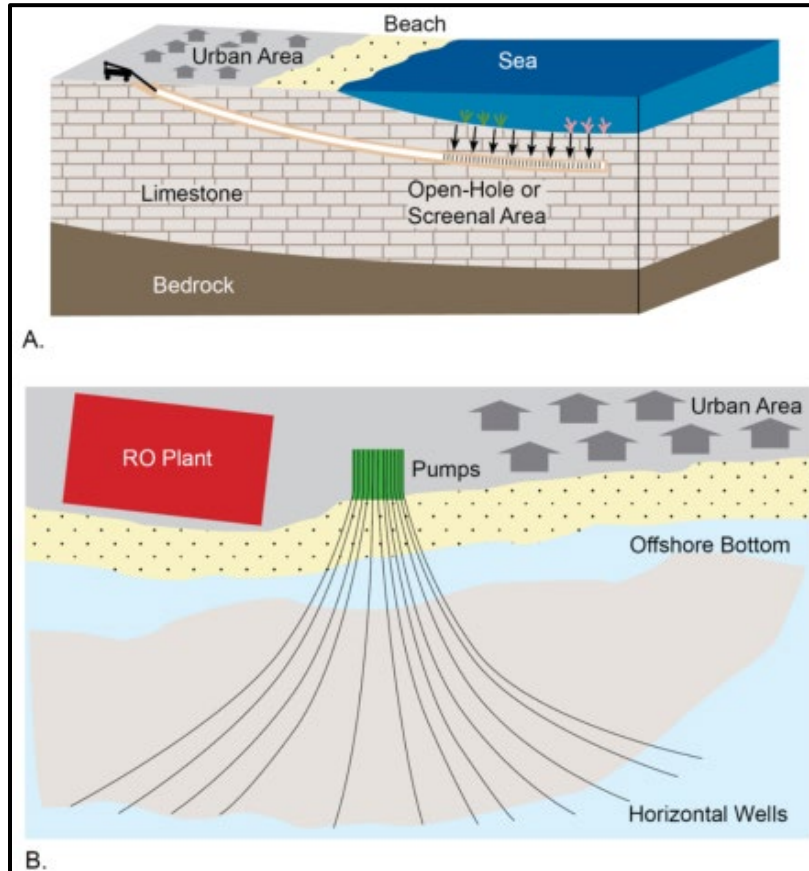


Source: California American Water 2019

Figure 5-3. Schematic of a Slant Well.

5.4 HORIZONTAL WELL

Horizontal well technology (aka horizontal directionally drilled or HDD) was developed primarily for and by the oil and gas industry to facilitate horizontal fracturing and gas retrieval. Horizontal wells consist of a single well that starts out vertical and then turns horizontal and runs parallel to the sea floor (Boerlage et al. 2017). The system could consist of multiple horizontal wells. Here too, the pumphouse would be onshore with the perforated section lying under the seabed (Figure 5-4).



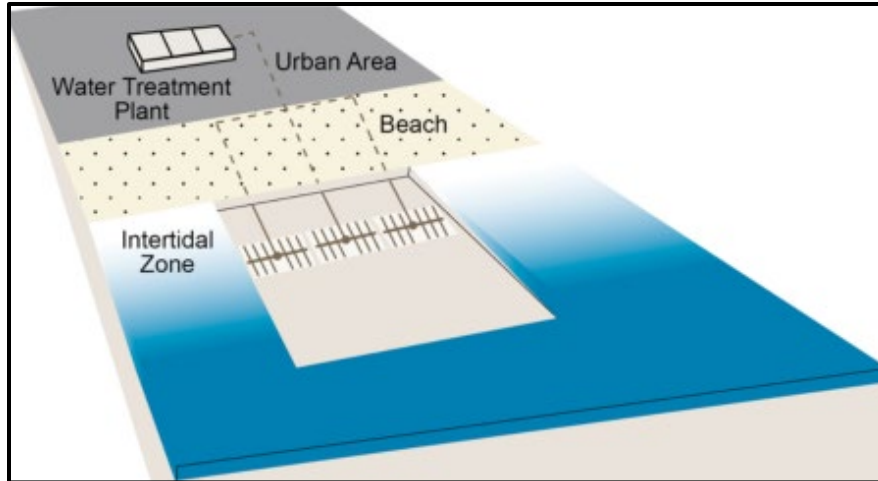
Source: Boerlage *et al.* 2017

Figure 5-4. Schematic of a Horizontal Well.

5.5 INFILTRATION GALLERY

Infiltration galleries may be installed nearshore or offshore and require the initial removal of the natural seafloor material and replacement with engineered fill material that is highly permeable (Boerlage et al. 2017). Seawater infiltrates through the highly permeable material into a collection system and gets routed to a pumphouse onshore (Figure 5-5).

Infiltration galleries require a substantial offshore construction effort. Nearshore infiltration galleries could exacerbate beach erosion. Offshore infiltration gallery locations may be limited by water depths in which coffer dams can be constructed.



Source: Boerlage *et al.* 2017

Figure 5-5. Schematic of a Near-Shore Infiltration Gallery.

Table 5-1 provides a brief comparison of these subsurface intakes types. Much of the information summarized below is from intake research and studies conducted in support of desalination plants.

5.6 SUMMARY

Two key characteristics associated with subsurface intakes make them impractical and potentially infeasible for supporting the City’s Blue Economy activities:

1. Higher cost compared to surface water intakes.
2. Incompatibility with requisite water quality –
 - a) Samples collected at a few offshore subsurface intakes found high concentrations of iron and manganese, which could be toxic to organisms (Boerlage *et al.*, 2017).
 - b) Nearly all subsurface intakes have low levels of dissolved oxygen. If a subsurface intake were used, water would likely need to be aerated onshore prior to use.

This evaluation performed only a cursory review of subsurface intakes. If the CA OP were amended to necessitate detailed evaluations of subsurface intakes for all marine withdrawals, then additional focused studies near the City would be needed.

Table 5-1. Comparison of Subsurface Intakes

Subsurface Intake Type	Potential Impact on Freshwater Aquifer	Potential for Clogging	Water Quality	Performance Uncertainty	Construction Period Impacts	Limitations	Key performance Risk
Vertical Well	Moderate	Moderate	Potential for low DO	Low	Low	Geotechnical conditions; soil permeability	Freshwater aquifer drawdown; mobilizing freshwater.
Ranney Well	Moderate to low because shallow well	Moderate to low	Potential for low DO	Moderate	Low	Geotechnical conditions; soil permeability	Geologic conditions; lack of hydraulic connectivity
Slant Well	Low	Moderate	Potential to draw anoxic water; potential for high dissolved iron and manganese	Moderate to high	Low when conditions are favorable.	Geotechnical conditions; soil permeability; aquifer quality	Impact on bluffs, potential for collapse from drilling and vibration
Horizontal Directionally Drilled Well	Low	Moderate; cleaning and maintenance for water production purposes is less well known	Uncertain potential for low DO	High	Low when conditions are favorable	Geotechnical conditions; soil permeability; aquifer quality; greater directional flexibility	Impact on bluffs, potential for collapse from drilling and vibration
Nearshore Infiltration Gallery	Low	Moderate to high	Potential for low DO	Moderate to high	Could be high – exacerbate beach erosion	Space availability	Geologic conditions
Offshore Infiltration Gallery	Low	Moderate	Potential for low DO	Moderate to high	Could be high – impacts to benthic organisms, exacerbate scouring	Depth at which coffer dam can be constructed.	Geologic conditions

6. SURFACE WATER INTAKE CONCEPTS

6.1 GENERAL CONCEPT

The general concept for a surface water intake is to withdraw surface water and route it to a raw water wet well on the WWTF site. A pumphouse located at the WWTF ground level would withdraw water from the raw water wet well and distribute to the various Blue Economy end users. Effluent from the various Blue Economy activities, once treated as appropriate and ready for discharge, would be sent to a second wet well (effluent wet well). Water from the effluent wet well would be pumped to the existing chlorine contact tank bypass line. The Blue Economy effluent and discharge from the chlorine contact tank would mix immediately downstream of the chlorine contact tank and get routed via the former outfall to the existing 24-inch discharge pipe and the existing 14-port linear diffuser.²

The proposed raw water wet well and proposed effluent wet well would be located on the site of the former trickling filters (see Figure 4-1). When they were in operation each former trickling filter was about 4 feet deep and were located aboveground. When the trickling filters were taken out of service, their media was removed, filled with rock, and covered with a layer of concrete. These two spaces are not readily available now. To use these spaces for wet wells, the concrete and rock would need to be removed, excavated down to the appropriate depth, and lined with concrete. Reusing these spaces would reduce the need for new real estate. Figure 6-1 shows the former trickling filter locations. The former trickling filter on the left is expected to serve as the potential effluent wet well, and the former trickling filter in the middle of the picture is expected to serve as the potential raw water wet well.

An interconnection between the two wet wells could add flexibility to system operation and allow for backwashing.

² Mixing of the treated Blue Economy effluent and the WWTF influent (prior to treatment) is not recommended due to the difference in salinity. The WWTF was designed to treat freshwater-based influent. Blue Economy effluent could potentially kill the microbes that treat the sewage.



Figure 6-1. Former Trickling Filters at the City of Fort Bragg Wastewater Treatment Facility.

6.2 POTENTIAL INTAKE AND OUTFALL OPTIONS

This evaluation considered a few surface water intake concepts, all of which may be grouped as follows:

1. A shoreline surface water intake that feeds the raw water wet well. There may be a few variations to this system (all of which are generally shown in Figure 6-3).
 - a. The type of screens – either passive wedgewire screens or traveling water screens.
 - b. Pipeline route – a pipeline that is drilled through the bluffs into the wet well, or a pipeline that is installed on the bluff.
2. An offshore surface water intake in a ‘new’ area. There may be a few variations of this alternative as well (shown in Figure 6-5 and Figure 6-6).
 - a. Whether or not to reuse the existing easement – the intake located within an extension of the current easement, or the intake located in a completely separate area. Either option would provide sufficient separation between the intake and outfall to avoid recirculation of discharge into the intake.
 - b. Pipeline route – a pipeline that is drilled through the bluffs into the wet well, or a pipeline that is installed on the bluff.
3. A new dedicated marine water intake pipe and outfall in a ‘new’ area away from the existing easement, shown in Figure 6-7.

Each of these is discussed below.

6.3 SHORELINE SURFACE WATER INTAKE

6.3.1 Concept

A surface water intake at the shoreline would consist of screens, either cylindrical wedgewire or traveling water screens with a fish return, installed at the shoreline near the WWTF. Either option would need to be able to withdraw 1 MGD. Figure 6-3 shows a potential configuration.

The intake may be immediately north or south of the former nearshore outfall (Figure 6-8). The intake pipe would originate at the screens, and traverse through the rock into the wet well or along the rock and up the bluffs, and discharge to the wet well. Because the discharge to the wet well would be approximately 50 ft above sea level, both pipeline configurations would necessitate pumping of raw water.

A more detailed description of the wedgewire and traveling water screen shoreline intake options is provided in the following subsections.

6.3.2 Wedgewire Screen Option

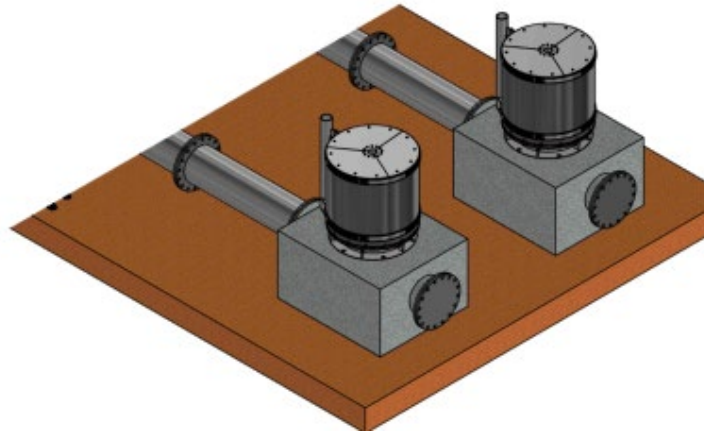
The evaluation assumed that two vertical drum-type wedgewire screens (WWS), each 1.5 ft tall and 2 ft in diameter, with 1-mm slot openings would be installed near the shore. When both WWS are in operation, the through-slot velocity would be approximately 0.23 feet per second (fps) when the screens are clean. If one WWS were taken out of service for maintenance, then the through-screen velocity would increase to 0.46 fps.

The two WWS would be designed and constructed to operate independently. Each screen would be connected to its dedicated pipe that would route water to the raw water wet well. The pipes would be interconnected as well, but the interconnecting valve would be normally closed, and opened only during an emergency.

The WWS would be surrounded by underwater bollards and signage to prevent swimmers and recreational users from damaging the screens or getting hurt by the screens.

Biofouling would be significant in this marine environment and therefore both the WWS and the pipes would need an automated cleaning system. The WWS would be electrically actuated and rotate on their axes for the wedgewire slots to be cleaned by brushes on the inside and outside of the screens. The pipes would need to have the ability to be pigged as needed. Pig launch or exit chambers would be directly under the drum-type WWS.

The evaluation assumed that the WWS and pig launch or exit chambers would be installed on a pre-cast concrete slab (Figure 6-2). The concrete pad, pig launch or exit chamber and drum-type WWS together would be about 54 inches tall. The WWS need to be submerged at all times to achieve the low through-slot velocity calculated above. It is preferable to have the WWS submerged by about another one-half height of screen.



Source: Intake Screens, Inc., 2022

Figure 6-2. Drum-type Wedgewire Screens Mounted on a Pre-cast Concrete Pad.

As shown in Figure 4-6, the water depth nearshore is insufficient to accommodate the height of the concrete pad, pig launch or exit chambers and WWS. The screens would be out of water most of the time and completely out of water during low tide, and unable to provide sufficient quantities of water to the system. The potential for damage of the system is high in shallow water. Given the steep bluffs along the shoreline, construction activities would need to be performed from water. The water depth near the shore may be too shallow for a barge; a tressle may need to be built to provide construction access. Providing foundational support on rocks for a tressle that can support heavy equipment would be very challenging.

6.3.3 Traveling Water Screen Option

For the purposes of this evaluation, it was assumed that a traveling water screen system would include two traveling water screens (TWS). Both TWS would operate whenever the system is in operation under normal conditions, providing 100 percent redundancy.

For screens with 1-mm square mesh and a 5-foot width, the TWS would need about 2 feet of water depth when clean to maintain 0.5 fps through-screen velocity. The system would have two fish-friendly TWS and a fish return to protect organisms. The TWS would be installed in a newly constructed concrete structure. Organisms collected off the TWS would be returned to a location that would preclude organism recirculation. Debris collected on the TWS would be sent for offsite disposal. As with the wedgewire screens system, each TWS would feed a dedicated pipeline that would route water to the wet well. This would allow for maintenance and pigging of pipelines. The water would need to be pumped regardless of whether the pipeline is routed through the bluffs or over the face of the bluffs. In order to maintain a low profile, the pumps would be installed within the WWTF site and not near the TWS. The intake would have a bar rack and a mechanical rake to manage larger debris. Water would pass through the bar rack and through the screens before entering the raw water pipes that would convey the water to the raw water wet well.

Biofouling would be significant for this configuration as well. It is assumed that the TWS would be rotated near-continuously and washed with a low-pressure wash to remove organisms,

followed by a high-pressure wash to remove debris. Use of chemicals to clean screens would be based on regulatory input. The screens and washwater pumps would need electrical power.

The system would need a mechanism to dissipate energy from wave action and provide quiescent conditions at the face of the screens.

This system would need a robust foundation, which would necessitate excavation and shoring. About one-half of traveling water screen structure would rise up out of the water. Excavation and shoring in the rocky terrain would be challenging. Similar to the challenges with a wedgewire screens system, construction activities would need to be performed from water. The water depth near the shore may be too shallow for a barge and may necessitate a tressle. But providing foundational support on rocks for a tressle that can support heavy equipment would be very challenging.

6.3.4 Feasibility

A shoreline intake with wedgewire screens or traveling water screens is infeasible due to the key reasons listed below. Brief discussions about each is provided above.

- Difficulty with supporting construction equipment.
- Challenges with excavation and shoring.
- Permitting challenges due to disturbance during construction period and visual impact during the operations period.
- Operational challenges due to shallow water; inability to withdraw sufficient quantities of water.

For the reasons and challenges listed above the shoreline surface water intake option should not be evaluated further.

6.4 OFFSHORE SURFACE WATER INTAKE WITHIN THE EXISTING EASEMENT

6.4.1 Concept

This option would locate the intake infrastructure within the existing easement, at a location in between the existing diffuser and the former shoreline outfall. Water withdrawn would be pumped via two pipes to the raw water wet well within the WWTF. Water for Blue Economy activities would be withdrawn from the raw water wet well. Figure 6-4 shows a schematic of this configuration.

6.4.2 Description of the Intake

Similar to the configuration described in Section 6.3.2, this system would be comprised of two 2-foot diameter 1.5-foot tall WWS with 1-mm slot openings. The WWS would be automatically cleaned on the inside and outside with brushes; the brushes would be stationary and the WWS would rotate to clean the wedgewire slots. When clean, they would have 36 percent open area. When both WWS are in operation and withdrawing 1 MGD, the through-slot velocity would be approximately 0.23 fps. The screen configuration would be similar to that presented for the shoreline WWS option (Figure 6-2). Here too, each screen would feed its dedicated raw water pipe. The pipes would be cross-connected for use in an emergency. The pipes are expected to

be installed within the existing easement, and have the ability to be pigged. Electrical conduit for rotating the WWS would be tethered to the outside of a raw water pipe.

The water depth at this location is expected to be between 20-30 ft; therefore, construction would be performed from barges. A pre-cast concrete slab would be installed on the seabed, and the WWS assembly mounted on it. Underwater bollards and signage would alert the public of this system.

Material selection would be critical for the success of this configuration. Screen and pipe material would need to resist corrosion and biofouling, perform reliably and have long life.

6.4.3 Feasibility

Based on information available thus far, this offshore WWS system is feasible from an engineering standpoint. However, its performance is still uncertain. Ambient ocean current directions need to be better understood to confirm that the WWTF discharge would not recirculate into the intake and potentially introduce bacteria and viruses to organisms being cultured in the various Blue Economy activities. Subsequent phases of this project will evaluate ambient currents.

6.5 OFFSHORE SURFACE WATER INTAKE OUTSIDE THE EXISTING EASEMENT

6.5.1 Concept

A surface water intake outside the existing easement could be located within an extension of the existing easement or in a completely 'new' area. Such a system would withdraw water through wedgewire screens and route it to the raw water wet well at the WWTF. Figure 6-5 and Figure 6-7 show a configuration that places the intake in a 'new' area within a new intake easement. The specific withdrawal location would be determined during the next phase of the project. Figure 6-6 shows the intake within an extended section of the existing easement.

The intake pipes would originate at the screens, be laid on the seafloor with concrete anchors holding the pipes in place. The pipes would traverse through the rock into the raw water wet well or along the rock and up the bluffs, and discharge to the wet well. As with all options, because the discharge to the wet well would be approximately 50 ft above sea level, both pipeline configurations would necessitate pumping of raw water from the intake to the raw water wet well. The intake pumps would be located within the WWTF site.

6.5.2 Description of the Intake

This system would consist of two vertical drum-type WWS, each 1.5 feet tall and 2 feet in diameter, with 1-mm slot openings (Figure 6-2). When both WWS are in operation, the through-slot velocity would be approximately 0.23 fps when the screens are clean. If one WWS were taken out of service for maintenance, then the through-screen velocity would increase to 0.46 fps. As with the shoreline intake configuration, the two WWS would be designed and constructed to operate independently. Each screen would be connected to its dedicated pipe that would route water to the raw water wet well. The pipes would be interconnected as well, but the interconnecting valve would be normally closed, and used only during an emergency.

To construct the system, the pre-cast concrete slab would be lowered from a barge to the intake location. The slab would have provision to tether the WWS assemblies and pipes, all of which would be transported to the location on barges and installed by divers. The design of the foundation support for the slab would be evaluated during the next phases of the project.

Appropriate signage would alert of the presence of WWS at the withdrawal location, but the likelihood of damage would be low in deeper water.

The specific location for the intake would be determined based on several criteria. Key among these would be:

- Sufficient water depth – both for the operation of the screens and protection of the screens. Based on information presently available, a minimum water depth greater than 12 feet would be beneficial.
- Sufficient ambient current – the location must have sufficient ambient current to ‘sweep’ debris and organisms away from the WWS.
- Minimal safety concerns – the location should not be impacted by navigation.
- Away from sensitive/essential habitats – the construction and operation of the system should have minimal impact on habitats or organisms.
- Adequate access for construction and maintenance. The intake location should be accessible for construction and periodic maintenance. Any offshore location would pose health and safety challenges, especially during inclement weather.
- Avoid interference with existing infrastructure. The location and raw water pipeline route should be clear of existing infrastructure or the locations of existing infrastructure should be well understood so as to avoid damaging or interfering with existing infrastructure.
- Minimize disturbance to the extent practical.
- Minimize recirculation of discharge from the WWTF.

Biofouling would be significant in this marine environment and therefore both the screens and the pipes would need an automated cleaning system. Brushes on the inside and outside of the screens will automatically clean the WWS regularly as they rotate on their axes. The pipes would need to have the ability to be pigged as needed. Pig launch or exit chambers would be directly under the drum-type WWS.

6.5.3 Feasibility

The feasibility of this system would depend on identifying an intake location that meets the criteria listed in Section 6.5.2.

6.6 NEW INTAKE AND NEW OUTFALL OUTSIDE THE EXISTING EASEMENT

6.6.1 Concept

This configuration would install the Blue Economy related intake and outfall in a completely separate area from the existing linear diffuser and existing easement. The new intake and outfall would have sufficient separation to avoid recirculation. Figure 6-7 show a schematic of this configuration with both the intake and discharge in ‘new’ areas within new easements.

6.6.2 Description of the Intake

The intake configuration would be similar to that described in Sections 6.4 and Section 6.5, and could look like the configuration shown in Figure 6-2. The outfall would be installed within another new easement. Blue Economy activities would have minimal interaction with the existing WWTF.

6.6.3 Feasibility

The feasibility of this configuration is also contingent on identifying appropriate intake and outfall locations, and pipeline routes.

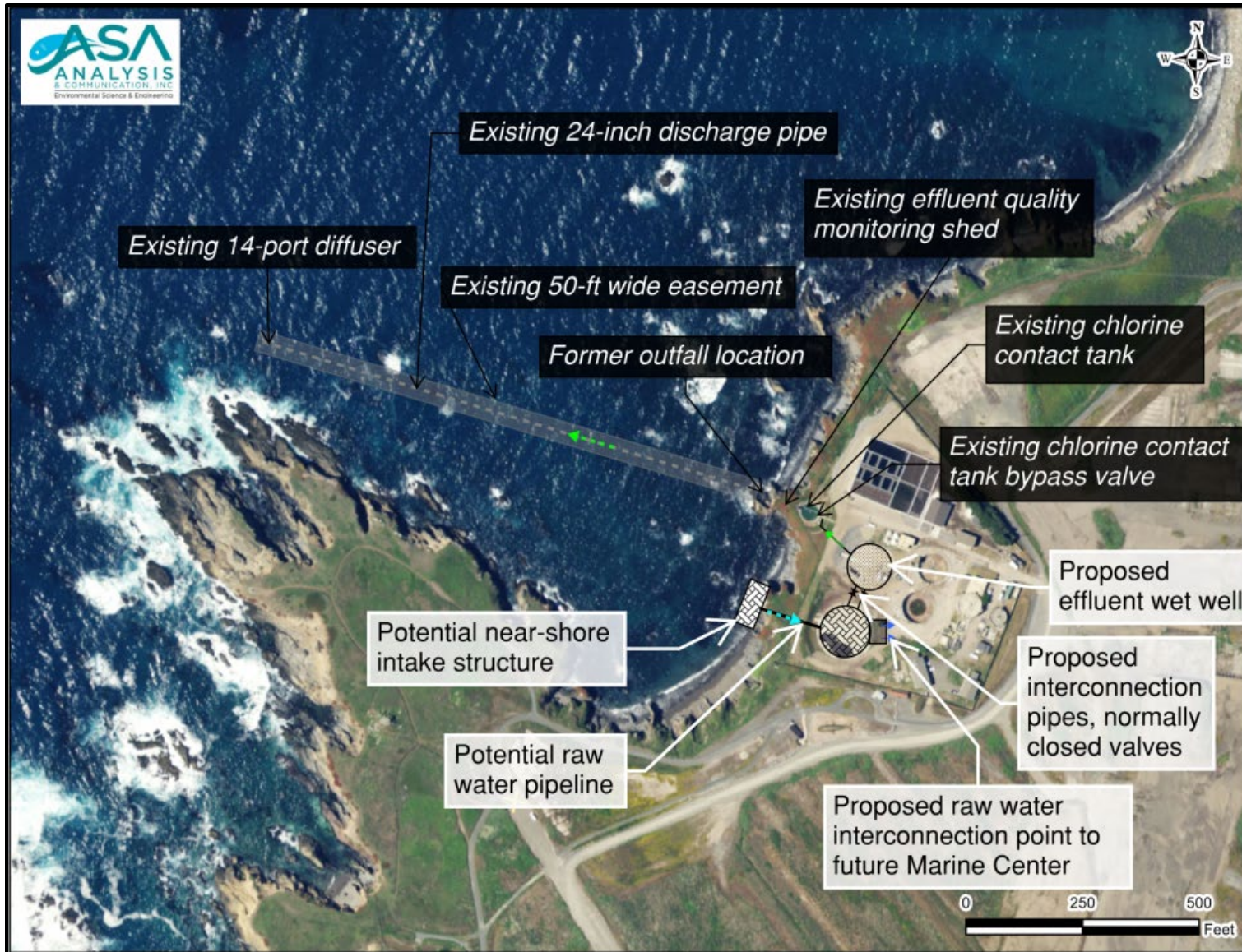


Figure 6-3. Potential Shoreline Intake Structure.

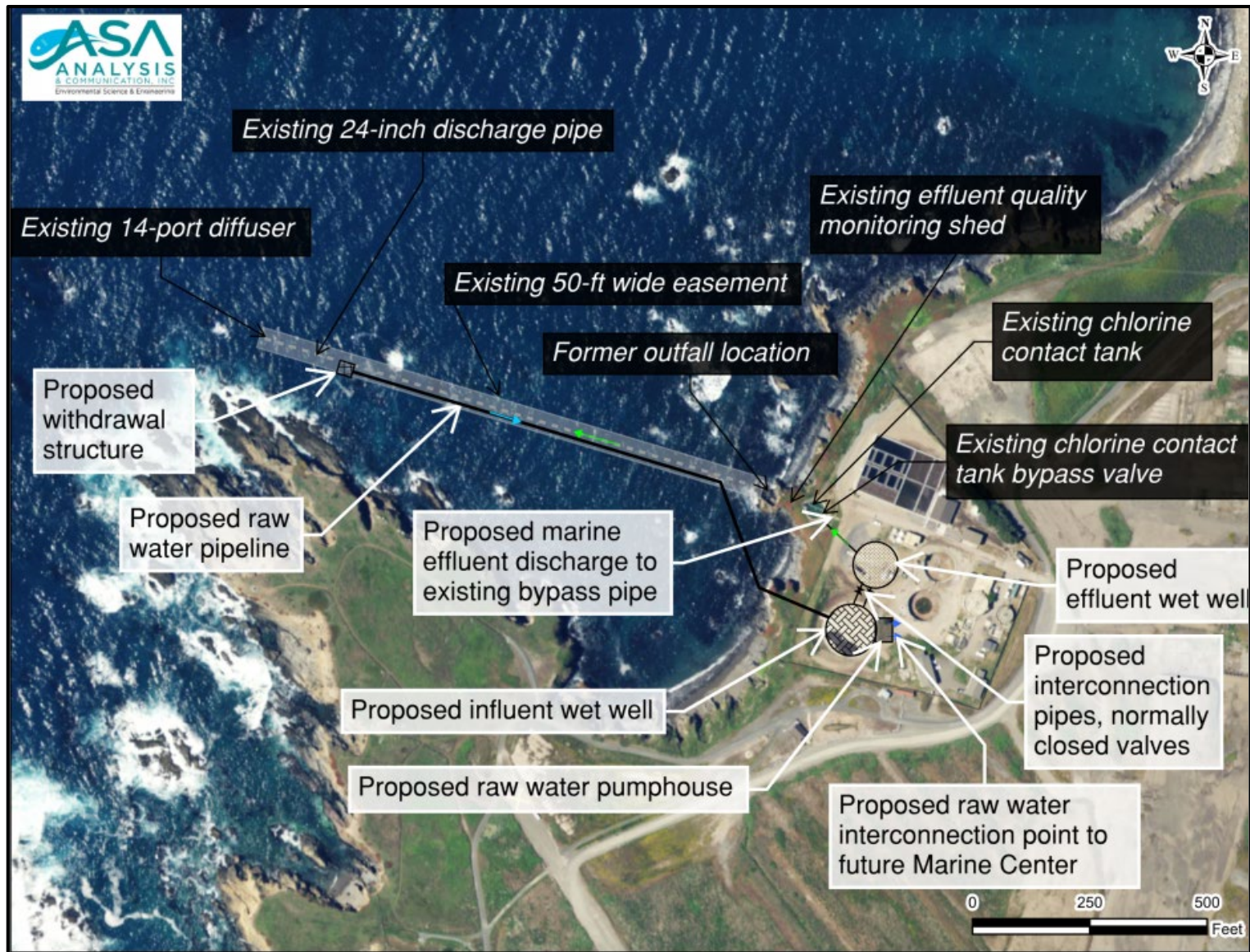


Figure 6-4. Potential Offshore Surface Water Intake Within the Existing Easement.

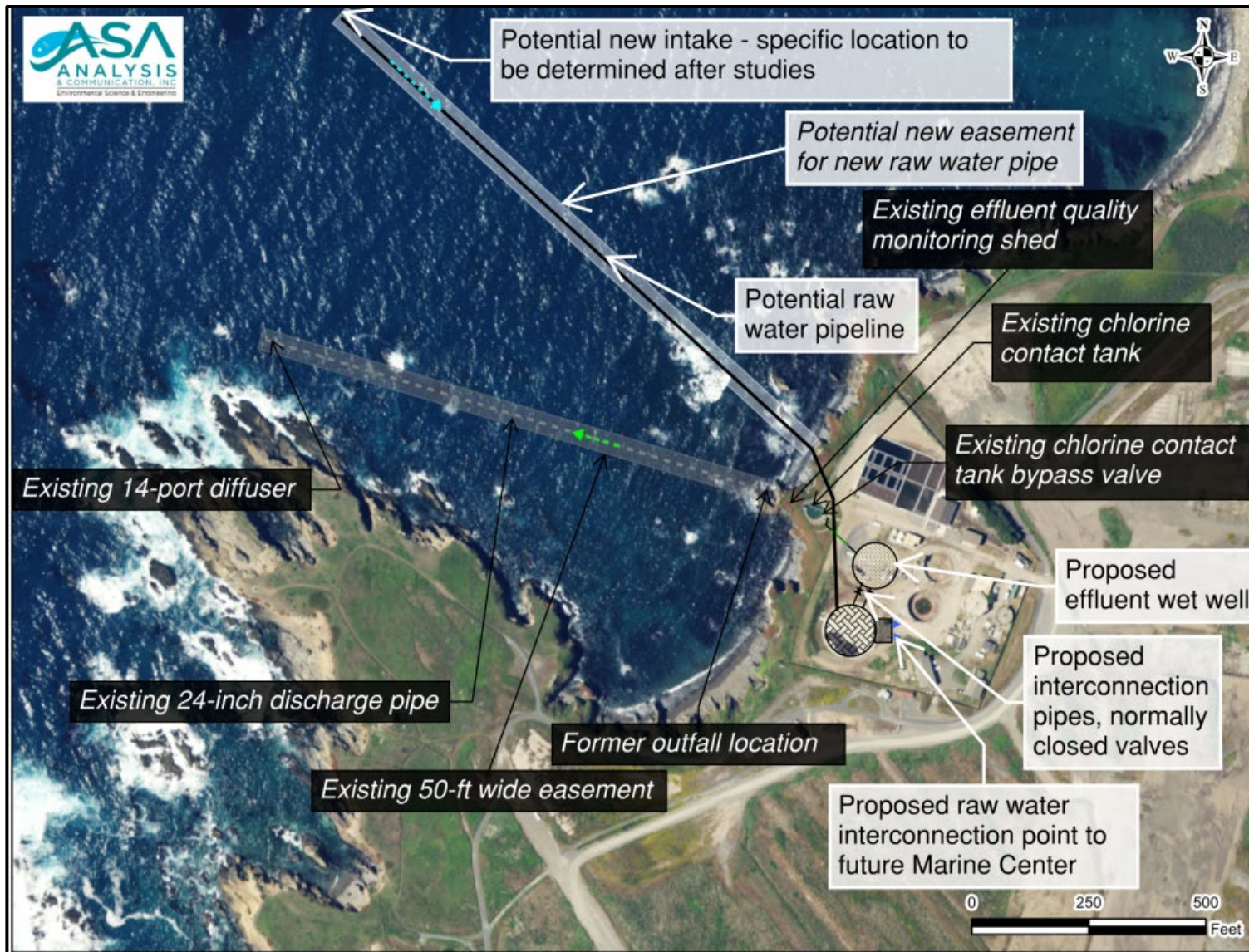


Figure 6-5. Potential Offshore Separate Intake Structure and Current Outfall.



Figure 6-6. Potential Offshore Separate Intake Structure and Current Outfall.

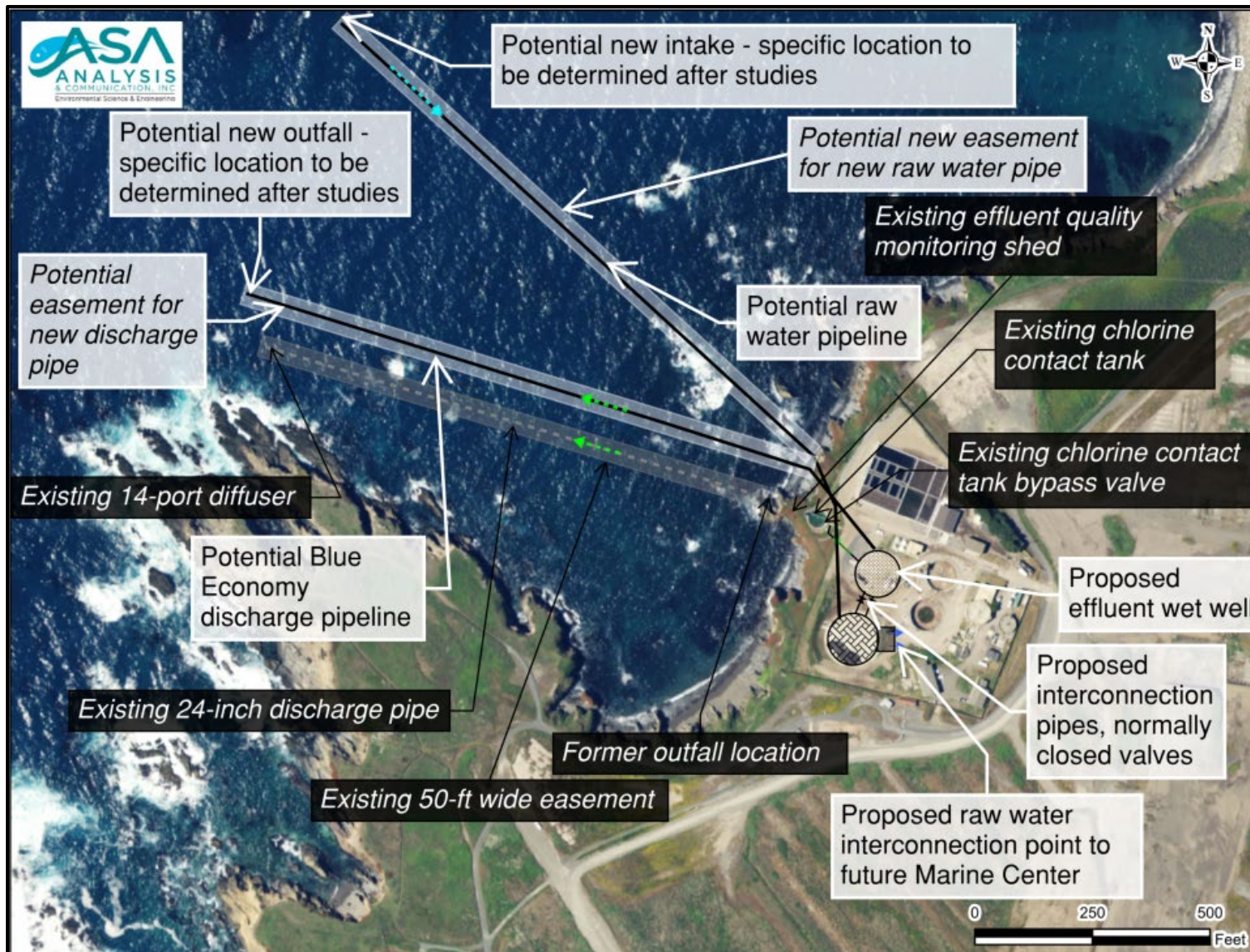


Figure 6-7. Potential Offshore Separate Intake Structure and Separate Offshore Outfall.



Figure 6-8. Photographs of the Shoreline to the South (Left) and North (Right) of the Former WWTF Outfall.

7. OVERVIEW OF RISKS AND POTENTIAL MITIGATION MEASURES

Key risks associated with the design, construction and operation of the Project are discussed below.

7.1 ROUTING AND TETHERING THE RAW WATER PIPE

Regardless of the type or location of the intake, the raw water pipe needs to convey water from the intake to the raw water wet well. The evaluation considered two raw water pipeline routes – one through the bluffs and one tethered on the bluffs. Both options pose challenges.

The pipeline route through the bluffs would necessitate drilling down from the WWTF site, penetrating out near the base of the bluffs, and then traversing on or under the seabed to the intake location. The bluffs consist of weathered hard rock. Because the rock is hard, it is difficult to drill through and because the rock is fragmented, its rigidity and integrity is not uniform throughout. The vibration of drilling could cause the bluffs to collapse. Additional studies are needed to assess appropriate drilling techniques to drill through bluffs.

A pipeline route along/on the bluffs would need to be tethered to withstand some movement of rock and forces of wind and rain. The very motion of drilling anchors/collars into the rock to tether the pipe could loosen the rock. Geotechnical conditions and alternate pipe anchoring methods would need to be evaluated during the next phase of the project.

7.2 FOUNDATIONAL SUPPORT FOR THE CONCRETE PAD THAT WOULD SUPPORT THE SCREENS

The wedgewire screens would be mounted on a concrete pad. The screens may be mounted onshore and the entire slab and screen assembly lowered into water, or the slab could first be placed on the seabed followed by the screen installation. Both options are challenging. If the screens are mounted onshore, then the overall assembly would be heavier to handle. The screens could get damaged when the unit is handled by a crane. Achieving the requisite precision would be challenging if the screens are installed underwater by divers. Both options have been performed successfully, albeit with difficulty.

Tethering the concrete slab to the seabed would also be challenging. It is important that the concrete slab resist movement. Wave action could cause the slab to move over time. Movement beyond a certain threshold could cause the pipes to crack. The nature of the seabed would determine tethering options. The next phase of the project would evaluate the best seafloor locations and geotechnical features to assess options for tethering the concrete slab to the seabed to avoid movement of the slab due to wave action.

7.3 WATER QUALITY

Suitable water quality is critical for the success of Blue Economy activities. Water quality issues can stem from anthropogenic or natural causes, but the outcome would be the same – hindering Blue Economy activities. Some of the water quality risks can be planned for and mitigated; mitigating for others would be more difficult.

This evaluation recommends that the new intake be at sufficient distance from the existing WWTF diffuser to avoid recirculation of treated WWTF effluent.

Several stormwater outfalls discharge through the bluffs. Any of these could introduce a pathogen. Existing and future stormwater outfall locations and their impacts on the intake need to be evaluated.

An offshore oil spill could render ocean water unsuitable for a period of time.

A change in long-distance ocean transport currents due to weather or climate change could have a longer and more deleterious effect by changing the nutrient composition and temperature of the ocean water near the intake.

7.4 CORROSION

High moisture and salinity in the air makes the City’s terrestrial environment highly corrosive to all types of metals (Figure 7-1). In order to achieve sufficient strength and avoid excessive corrosion in the marine environment, the screens would likely need to be fabricated with superduplex stainless steel.



Source: Corrosion potential experiment by Mr. Alden at the WWTF

Figure 7-1. Corrosion Potential Coupon Testing at the WWTF.

7.5 BIOFOUING

The marine environment is highly productive. If not properly controlled, various organisms would grow on the inside and outside of the screens and the pipelines. Both the screens and the pipelines therefore need to be cleaned regularly – the specific interval would be determined during the operations period. However, it is expected that the screens would be cleaned automatically on a daily scale and the pipe would be pigged on an annual scale.

7.6 MAINTENANCE CHALLENGES DURING SEVERE WEATHER

The electrical supply to the WWS cleaning system could get damaged during severe weather. Sending a boat and divers to perform repairs at the intake during severe weather may not be practical. During potential power losses, the WWS would still be able to pass flow, however extended periods of outage could lead to excessive biofouling.

The raw water wet well is meant to provide several hours of residency to account for occasional loss of the intake.

7.7 PERMITTING CHALLENGES

The environmental footprint and impact associated with construction and operation would need to be minimized to the extent practical in order to permit a new intake (and potentially a new outfall).

7.8 SEA-LEVEL RISE AND CLIMATE CHANGE

Constant sea-level rise would have minimal impact on the construction and operation of this system. However climate change, which often manifests itself in more extreme weather patterns could cause the water levels to fluctuate more often and over a larger range; could increase wave action and forces on the pipe; could change the intake water temperature and the ultimate suitability of the withdrawn flow for organisms at the Blue Economy facility.

The design of the system would need to be cognizant of these impacts and be flexible to these varying conditions.

8. RECOMMENDED STUDIES FOR THE FEASIBILITY EVALUATION PHASE

Several additional studies would need to be undertaken as the project moves forward. These studies may be performed progressively. Key uncertainties, potential required studies, and their relative urgency are discussed below.

8.1 SUBSURFACE WATER QUALITY

A subsurface intake would cost more than a surface water intake, but it has the potential to provide consistent quality water. However, that water quality may not be compatible with Blue Economy activities.

This study recommends collecting several representative subsurface water samples and assessing compatibility with target/representative organisms to be cultured. Assessing subsurface water quality may be undertaken early in the planning process.

8.2 SURFACE WATER QUALITY

A surface water quality study in the early stages of evaluation would also be beneficial. The study would assess compatibility with Blue Economy activities and target/representative marine organisms that would be cultured.

A modeling study that assesses entrainment of stormwater and WWTF effluent would also be beneficial.

8.3 OCEAN CURRENTS SURVEY

Ocean currents play an important role in carrying debris and marine life away from screens and avoiding recirculation of WWTF or Blue Economy effluent. An early-stage study needs to assess ocean currents when evaluating the specific location for the intake and any new discharge infrastructure.

8.4 GEOTECHNICAL ANALYSES

Geotechnical conditions need to be evaluated in several locations.

Using previous mapping efforts and studies, this study recommends performing an initial geotechnical assessment of the seabed to identify suitable locations for the intake (and possibly the new outfall). Such a preliminary assessment should be undertaken in the early phases of the project. Once the potential intake location is identified, specific geotechnical studies would be needed to assess methods to anchor the concrete slab to avoid movement associated with wave action.

Constructing the raw water pipeline is one of the most challenging aspects of this project, and the challenge is posed by the bluffs. This study therefore recommends identifying high integrity areas of the bluffs where the pipeline may be drilled through or the pipeline could be supported on. Such an assessment should be undertaken early in the planning process.

8.5 BENTHIC AND HABITAT SURVEYS

Locating the intake in an area with low biological activity and habitat would provide many benefits. In particular, given local kelp restoration efforts, areas suitable for kelp establishment should be avoided. The intake location selection should incorporate such habitat information.

8.6 CONSTRUCTION METHODS

The City is remote and thus there are few specialty contractors readily available from within the City or from the immediate surroundings. This study therefore recommends evaluating construction methods for installing the raw water pipe, installing the intake, and developing the raw water and effluent wet wells with consideration for availability of appropriate contractors and costs.

This would be a medium-term evaluation.

8.7 BATHYMETRIC SURVEY

Construction and operation of the intake becomes challenging when the water is too shallow or too deep. Existing bathymetric information may be used for the initial evaluations. Once an intake location is identified, a site-specific bathymetric survey would need to be undertaken in the medium term to confirm prior information.

8.8 ENTRAINMENT STUDIES

Once regulators have provided feedback about the intake system that is permissible, the City would likely need to study organism entrainment associated with the intake structure to assess the need for potential mitigation.

8.9 SYSTEM MAINTENANCE METHODS

Protecting the system from corrosion and biofouling is critically important for the successful operation of the system. Prior to detailed design, the City would need to evaluate raw water pipeline pigging methods and screen cleaning sufficiency and subsequently incorporate any constraints and requirements into the design (such as allowable bends in the pipe, pipe size, pipe material, etc.).

8.10 DEPTH TO GROUNDWATER

Construction methods for the raw water and effluent wet wells would be impacted by the depth to groundwater at the WWTF site and the fluctuations in the depth to groundwater. Assessing the depth to groundwater over a period of a few years would benefit the design and construction methods.

9. RELATIVE SCHEDULE FOR THE SURFACE WATER INTAKE

A relative schedule by project phase and activity is provided in Table 9-1. This schedule assumes that the Blue Economy effluent would be discharged via the existing outfall and that the existing easement would be extended out to locate the new intake. That configuration would reuse much of the existing footprint. Other surface water intake options would need more planning and permitting time; the subsurface intake would likely need significantly more planning and permitting time.

Table 9-1. Relative Schedule of Project Phases and Activities for a Surface Water Intake Option at Fort Bragg.

Timeline for Completing the Task	Project Phases and Activities
2022	<p><u>Concept Screening</u></p> <ul style="list-style-type: none"> • Develop preliminary concepts • Identify key permitting constraints • Identify preliminary financial, access, O&M constraints • Prepare Class 4 or 5 cost estimates • Identify key risks • Recommend key studies to reduce uncertainties
One year after Concept Screening	<p><u>Feasibility Evaluation</u></p> <ul style="list-style-type: none"> • Implement initial studies • Refine intake/outfall size and location • Refine permitting constraints • Evaluate feasibility • Prepare preliminary design basis document • Prepare Class 3 cost estimate
One to 1.5 years after Feasibility Evaluation	<p><u>Budget Authorization</u></p> <ul style="list-style-type: none"> • Develop 30 percent design and develop 30 percent drawings • Refine design basis document • Confer with regulatory agencies • Perform any other studies that may be required in permit applications • Update regulatory agencies • Prepare Class 2 cost estimate • Prepare project schedule

Timeline for Completing the Task	Project Phases and Activities
	<ul style="list-style-type: none"> • Prepare and submit long-lead permit applications • Identify construction specifications applicable to the project • Begin to identify vendors and contractors • Procure funding
One year following Budget Authorization	<p><u>Detailed Design</u></p> <ul style="list-style-type: none"> • Develop 60 percent design and develop 60 percent drawings • Refine design basis document • Apply for remaining permits • Prequalify vendors and contractors • Perform constructability review • Begin to receive long-lead permits • Develop 90 percent drawings incorporating any additional permit conditions and input from constructability review • Prepare Class 1 cost estimate • Refine project schedule • Prepare final specifications
Six to 9 months following Detailed Design	<p><u>Bidding and Construction</u></p> <ul style="list-style-type: none"> • Receive all permits • Prepare 100 percent drawings, specifications and bid package • Bid equipment and construction together or separately • Select vendors and contractor • Refine costs and schedule as needed • Construction, commissioning and construction management

10. COST ESTIMATES

This section presents three cost estimates. An order of magnitude cost for a subsurface water intake, and the Association for the Advancement of Cost Engineering (AACE) Class 5 costs for two surface water intakes (one with the raw water pipe drilled through the bluffs and the other for the raw water pipe installed on the bluffs).

As shown in Table 10-1, a Class 5 estimate is based on up to 2 percent design of the system and is typically used for concept screening evaluations such as this. A Class 5 estimate does not need to assess all costs in detail; capacity factoring, parametric estimates, professional judgment, and analogous pricing that apply to the system are acceptable. Such an estimate is expected to be accurate to -20 percent and -50 percent on the lower end to 30 percent and +100 percent on the upper end. Additional information about cost estimating accuracy may be found at AACE (2016).

Table 10-1. Association for the Advancement of Cost Engineering Costing Categories.

Estimate Class	Primary Characteristic	Secondary Characteristic			
	Level Of Project Definition (expressed as percentage of complete definition)	End Usage (typical purpose of estimate)	Methodology (typical estimating method)	Expected Accuracy Range (typical variation in low [L] and high [H] ranges)	Preparation Effort (typical degree of effort relative to least cost index of 1)
Class 5	0% to 2%	Concept screening	Capacity factored, parametric models, judgment, or analogy	L: -20% to -50% H: +30% to +100%	1
Class 4	1% to 15%	Study of feasibility	Equipment factored or parametric models	L: -15% to -30% H: +20% to +50%	2 to 4
Class 3	10% to 40%	Budget, authorization, or control	Semi-detailed unit costs with assembly-level line items	L: -10% to -20% H: +10% to +30%	3 to 10
Class 2	30% to 70%	Control or bid/Tender	Detailed unit cost with forced detailed take-off	L: -5% to -15% H: +5% to +20%	4 to 20
Class 1	50% to 100%	Check estimate or bid/Tender	Detailed unit cost with detailed take-off	L: -3% to -10% H: +3% to +15%	5 to 100

Source: AACE (2016)

10.1 ORDER OF MAGNITUDE COST OF A SUBSURFACE WATER INTAKE

There are no industry standard unit costs for subsurface water intakes; nor are there numerous subsurface water intakes similar in size or location to the City's to apply component costs to develop an accurate estimate. The order of magnitude cost of constructing a subsurface intake for the City's Blue Economy activities was developed by scaling costs for the Monterey Peninsula Water Supply Projects (a 9.6 MGD project and a 6.4 MGD project) and presented at Caldesal, in Palm Springs, CA, in February 2019 (California American Water 2019).

Monterey Peninsula is a coastal location, similar to the City. It also has geological sedimentary formations, although not to the same extent as the WWTF site. Because the two facilities evaluated for the Monterey Peninsula have intake flow rates of 15.5 MGD (for the 6.4 MGD plant) and 24.1 MGD (for the 9.6 MGD plant), which are larger than the 1 MGD system contemplated for the City, all other conditions being the same, the unit costs for the Monterey Peninsula project would be lower than for the City. The City is more remote than the Monterey Peninsula, therefore labor and material costs at the City would likely be higher than in the Monterey area.

Scaling intake costs developed for Monterey Peninsula's intake flow rates in 2018 to a 1 MGD City intake, and adjusting by Engineering News Records (ENR) Construction Cost Index (CCI)³ results in an approximate cost of \$71 million (in 2022 dollars) for the City's subsurface intake. Given site conditions discussed above, the actual cost for a subsurface system for the City would likely be higher than this estimate.

This estimate does not account for the bluffs, the type of rock, the specific locations of the well heads or terminals.

The effluent from Blue Economy activities, treated to meet water quality standards, is assumed to be discharged with the WWTF effluent and the existing discharge pipe is assumed to be used as-is.

10.2 SURFACE WATER INTAKE WITH RAW WATER PIPE THROUGH THE BLUFFS

The Class 5 estimate for a surface water intake with the raw water pipes drilled through the bluffs and discharging into the raw water wet well is over \$40 million (in 2022 dollars).

As presented in the cost breakout in Table 10-2, the cost is driven by civil work (pipe installation, raw water and effluent wet well excavation, loading and hauling excavated rock). Key assumptions include the following.

- The existing easement would be extended out so that the WWTF effluent would not recirculate to the intake. The intake would be constructed on the new section of easement. The cost of the easement is assumed to be negligible.
- The system would have dual raw water pipes so that the two screens can operate independently (100% redundancy). Each 10-inch diameter raw water pipe would consist of 800 feet installed on the seabed, 500 feet installed under the seabed, and 320 feet installed through the bluffs. A single pigging system is expected to be used for both raw water pipes.
- The raw water wet well would be 72 feet in diameter and 80 feet deep, yielding 326,000 cf of volume and 48 hours of residence time for a 1 MGD system. The raw water wet well will be lined with concrete.
- The effluent wet well would be 96 feet in diameter and 34 feet deep, yielding 246,000 cf of volume and 36 hours of residence time for a 1 MGD system. If the discharge rate is lower than the withdrawal rate, then the residence time would be longer. The effluent wet well will also be lined with concrete.

³ The average 2018 ENR CCI was 11,062. The August 2022 CCI was 13,171

- The system would have two brush-cleaned WWS with 1-mm slot openings and 1.75-mm wire width creating a 36 percent open area (ISI 2022). The cleaning system would be electrically driven. Screens would be constructed of 2507 super duplex stainless steel, except for the nylon brush bristles and electric motor and gearbox which would be contained in a 2507 super duplex stainless steel canister (ISI 2022). A California-approved, non-toxic foul-release coating would be applied to the internal suction pipe on each screen to reduce marine fouling (ISI 2022). Each screen motor would need 0.8 amperes and 460 volts, and is expected to operate/clean for 10 minutes each day.
- The system would have two raw water pumps to withdraw water; two more raw water pumps to pump water from the wet well to Blue Economy activities; and two effluent pumps to pump water from the effluent wet well to the discharge pipe. Each pump would be rated for 400 gpm.
- The pre-cast concrete slab that would support the screens and all offshore pipe would be installed using a barge-mounted crane and divers.
- The existing WWTF discharge pipe and diffuser would be used to discharge Blue Economy effluent. Therefore there would be minimal additional cost associated with the discharge.
- Depending on depth to rock at the intake location, pile supports may be needed.
- A new power distribution center would be needed for the intake/discharge system. Electrical wire encased in conduit would need to be run out to the intake to power the screens. A monitoring and logic system would initiate a cleaning cycle based on a timed sequence or based on exceeding a threshold pressure drop across the WWS.
- Owner’s direct costs were assumed to be 10 percent.
- Given the Class 5 estimate, contingency was added at 25 percent.
- This cost estimate assumes that it is possible to install the pipelines through the bluffs, but that has not yet been determined.

Table 10-2. Surface Water Intake with Raw Water Pipe Drilled Through Bluffs.

Cost Component	2022 \$M
Construction Direct Costs	
Demolition	\$0.29
Civil/Sitework	\$16.85
Mechanical	\$0.79
Structural	\$1.00
Architectural	\$0.20
Electrical instrumentation and controls	\$0.96
Subtotal	\$20.09

Cost Component	2022 \$M
Construction Indirect Costs	
Contractor site supervision	\$1.27
General conditions	\$1.71
General administration and profit*	\$3.46
Subtotal	\$6.44
Total Construction Cost	\$26.53
Design engineering	\$2.41
Permitting	\$2.00
Project management (engineering)	\$0.57
Owner's costs	\$3.15
Contingency	\$8.66
Total Capital Cost	\$43.32

Note: \$M = millions of dollars.

10.3 SURFACE WATER INTAKE WITH RAW WATER PIPE INSTALLED ON THE BLUFFS

The Class 5 estimate for a surface water intake with the raw water pipe installed on the bluffs and discharges to the raw water wet well is approximately \$18 million (in 2022 dollars). The breakout is provided in Table 10-3. Key assumptions include the following.

- The existing easement would be extended out so that the WWTF effluent would not recirculate to the intake. The intake would be constructed on the new section of easement. The cost of the easement is assumed to be negligible.
- The system would have dual raw water pipes so that the two WWS can operate independently (100% redundancy). Each 10-inch diameter raw water pipe would consist of 1,300 feet installed on the seabed, and 320 feet installed on and tethered to the bluffs. A single pigging system is expected to be used for both raw water pipes.
- The raw water wet well would be 72 feet in diameter and 20 feet deep, yielding approximately 80,000 cf of volume and 12 hours of residence time for a 1 MGD system. The raw water wet well will be lined with concrete.
- The effluent wet well would be 96 feet in diameter and 10 feet deep, yielding approximately 72,000 cf of volume and 10 hours of residence time for a 1 MGD system. If the discharge rate is lower than the withdrawal rate, then the residence time would be longer. The effluent wet well will also be lined with concrete.
- The system would have two brush-cleaned WWS with 1-mm slot openings and 1.75-mm wire width creating a 36 percent open area (ISI 2022). The cleaning system would be electrically powered and actuate automatically. Screens would be constructed of 2507 super duplex stainless steel, except for the nylon brush bristles and electric motor and gearbox which would be contained in 2507 super duplex stainless steel canister (ISI

2022). A California-approved, non-toxic foul-release coating would be applied to the internal suction pipe on each screen to reduce marine fouling (ISI 2022). Each screen motor would need 0.8 amperes and 460 volts, and is expected to operate/clean for 10 minutes each day.

- The system would have two raw water pumps to withdraw water; two more raw water pumps to pump water from the wet well to Blue Economy activities; and two effluent pumps to pump water from the wastewater wet well to the discharge pipe. Each pump would be rated for 400 gpm.
- The pre-cast concrete slab that would support the screens and all offshore pipe would be installed using a barge-mounted crane and divers.
- The existing WWTF discharge pipe and diffuser would be used to discharge Blue Economy effluent. Therefore there would be minimal additional cost associated with the discharge.
- Depending on depth to rock at the intake location, pile supports may be needed.
- A new power distribution center would be needed for the intake/discharge system. Electrical wire encased in conduit would need to be run out to the intake to power the screens. A monitoring and logic system would initiate a cleaning cycle based on a timed sequence or based on exceeding a threshold pressure drop across the WWS.
- Owner’s direct costs were assumed to be 10 percent.
- Given the Class 5 estimate, contingency was added at 25 percent.
- This cost estimate assumes that it is possible to install the pipelines on the bluffs, but that has not yet been determined.

Table 10-3. Surface Water Intake with Raw Water Pipe Installed On Bluffs.

Cost Component	2022 \$M
Construction Direct Costs	
Demolition	\$0.29
Civil/Sitework	\$4.72
Mechanical	\$0.79
Structural	\$0.80
Architectural	\$0.20
Electrical instrumentation and controls	\$0.96
Subtotal	\$7.76

Cost Component	2022 \$M
Construction Indirect Costs	
Contractor site supervision	\$0.88
General conditions	\$0.98
General administration and profit*	\$1.92
Subtotal	\$3.78
Total Construction Cost	\$11.54
Design engineering	\$0.93
Permitting	\$2.20
Project management (engineering)	\$0.27
Owner's costs	\$1.27
Contingency	\$3.51
Total Capital Cost	\$19.73

Note: \$M = millions of dollars.

11. SUMMARY

The summary of findings from this screening evaluation of intake and outfall options for the Fort Bragg Blue Economy activities is provided in Table 11-1.

Table 11-1. Summary of Findings from Screening Evaluation of Intake and Outfall Options.

Technology Option	Finding	Primary Reason
Intake Options		
Subsurface intake (any type)	To be determined	Significant uncertainty regarding water quality, ability to drill through bluffs, conductivity
Surface water shoreline intake with wedgewire screens	Infeasible	Insufficient water depth
Surface water shoreline intake with traveling water screens and fish return	Infeasible	Insufficient water depth
Surface water offshore intake within the existing easement	Likely infeasible	Potential to recirculate WWTF effluent into the intake
Surface water offshore intake within and extension of the existing easement	To be determined; likely feasible	Need to identify suitable location for intake that meets requisite criteria and avoids/minimizes recirculation of effluent
Surface water offshore intake within a new easement	To be determined; likely feasible	Need to identify suitable location for intake that meets requisite criteria and avoids/minimizes recirculation of effluent
Outfall Options		
Use of existing WWTF discharge pipe and linear diffuser	Likely feasible	Continue to monitor WWTF discharge rate and confirm capacity. Confirm that the discharge rate is trending down.
New discharge pipe and outfall within a new easement	Likely feasible	Need to identify an appropriate outfall location and easement; need to avoid recirculation of discharge into the intake.
Raw Water Pipeline Options		
Pipeline drilled through bluffs	To be determined	Need to evaluate integrity of rock and construction methods.
Pipeline installed on and tethered to bluffs	To be determined	Need to evaluate construction methods and ways to protect pipeline from the elements.

12. REFERENCES

- Association for the Advancement of Cost Engineering (AACE). 2016. AACE International Recommended Practice 18R-97. Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries. TCM Framework: 7.3 – Cost Estimating and Budgeting.
- BACE Geotechnical. 2004. Engineering Geologic Reconnaissance Report: Planned Blufftop Access Trail. Georgia-Pacific Property, Fort Bragg, California. Job No. 11886.1. Report dated 9/29/2004.
- Boerlage, Siobhan, F. E., Thomas M. Missimer, Thomas M. Pankratz, and Donald M. Anderson. 2017. Seawater Intake Considerations to Mitigate Harmful Algal Bloom (HAB) Impacts, Chapter 6 of Harmful Algal Blooms and Desalination: A Guide to Impacts, Monitoring, and Management, United National Education, Scientific and Cultural Organization and Intergovernmental Oceanographic Commission Manuals and Guides No. 78.
- California American Water. 2019. Monterey Peninsula Water Supply Project, presented to CalDesal, in Palm Springs, CA, February 2019.
- California Water Boards, 2019. Waste Discharge Requirements for the Fort Bragg Municipal Improvement District No. 1, Order No. R1-2019-0020, viewed at https://www.waterboards.ca.gov/northcoast/board_decisions/adopted_orders/pdf/2019/19_0020_FortBragg_NPDES.pdf.
- GeoScience. 2019. Ocean Water Intakes: Establishing Technical Feasibility under the Ocean Plan Amendment. Slant Well Overview and Geological Feasibility Determination. Presentation by Brian Billalobos, CEG, CHG. February 7, 2019.
- Harding Lawson Associates. 1987. Geotechnical Investigation, Wastewater Treatment Plant Improvements, Fort Bragg, California, dated 7 December 1987.
- Harding-Lawson Associates (HLA). 1978. Geology Map prepared for the City of Fort Bragg Municipal Improvement District No. 1. Wastewater Management Program. Original drawing dated January 14, 1977 and as-built on November 22, 1978.
- HDR. 2016. Geotechnical Investigation Report Fort Bragg Wastewater Treatment Plant Upgrade Project. Fort Bragg, CA, Dated February 19, 2016.
- ISI. 2022. Quote D36-24EC-F dated 19 April 2022 to ASA.
- Kleinfelder. 2001. Geotechnical Investigation Report, Fort Bragg Wastewater Treatment Plant Improvements, Fort Bragg, California, dated 4 May 2001.
- Underwater Resources. 2020. Letter report on Outfall Diffuser Section Cleaning and Inspection to Mr. John Smith, dated August 7, 2020.

From: Sanchez, Diana
Sent: Friday, September 8, 2023 4:29 PM
To: Ducey, Peggy
Cc: Munoz, Cristal
Subject: FW: Public Comment -- 9/11/23 CC Mtg., Item No. 7A

BCC: City Council

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Friday, September 08, 2023 2:48 PM
To: City Clerk <cityclerk@fortbragg.com>
Subject: Public Comment -- 9/11/23 CC Mtg., Item No. 7A

City Council,

I reviewed the CDBG closeout reports and one thing stuck out at me concerning the Mill Site Planning grant. I know some of you think this Blue Economy initiative is more than the pie-in-the-sky wishful thinking many of us consider it to be, but I think the ocean water intake feasibility study results should put some of that to rest. This report makes the assertion that an ocean water intake is feasible for the Mill Site but it also says that it could cost between 19 and 71 million dollars to get a pipe up to the sewer plant (but nowhere else). Are we going to grow kelp using our biosolids as fertilizer? That certainly doesn't seem financially feasible. Let's not forget it is basically a "pipe to nowhere" like that boondoggle bridge in Alaska.

How can anyone think the City could ever recoup the infrastructure costs of an ocean water supply utility service for Mill Site Development? The usage rates for any ocean water utility would need to cover the cost of operations and recoup the infrastructure investment costs. Do you think a non-profit aquarium complex can support that level of expense? Do you think an aquaculture facility growing abalone or kelp could ever charge enough and sell enough product to cover the rates the utility would need to charge to recoup the infrastructure costs? I don't. This just seems like a waste of time to me--just this particular aspect of the broader Blue Economy concept, a lot of it seems reasonable.

CDBG funding is supposed to help create jobs and economic development for the current low-income members of the community that made us eligible to apply for it in the first place but I don't see how spending money on this feasibility study, let alone what the actual infrastructure would cost, would do much of anything other than get us a pipe to nothing or a report collecting dust in the City archives.

Regards,

--Jacob



City of Fort Bragg

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

Text File

File Number: 23-289

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: B.

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV1-00124



AGENCY: City Council
MEETING DATE: September 11, 2023
DEPARTMENT: Community Development
PRESENTED BY: L. Peterson
EMAIL ADDRESS: lpeterson@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

RECEIVE REPORT AND CONDUCT PUBLIC HEARING FOR DISCLOSURE OF ACCOMPLISHMENTS AND CLOSEOUT OF ACTIVITIES FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 20-CDBG-CV1-00124

ISSUE:

The expenditure period for the City's 2020 Community Development Block Grant Program Coronavirus, Aid, Relief, Economic Security Act (CDBG-CV) award 20-CDBG-CV1-00124 will end on February 28, 2024. All funds have been expended and the activity is complete. Per CDBG requirements, a public hearing must be conducted before the governing body to notify the public of accomplishments funded by the grant. The 2020-CDBG-CV grant was awarded to fund a subsistence program and General Administration. Following is a description of accomplishments resulting from the funded activities.

ANALYSIS:

In 2020, the City applied for funding from the 2020 CDBG-CV Round 1 (CV1) program for a Utility Bill Assistance Program and General Administration and was awarded \$89,492.00 in 2021. A subsistence program is an eligible CDBG-CV activity and meets CDBG's low-moderate income clientele (LMC) National Objective. The City also received CDBG-CV Round 2 & 3 (CV2-3) funds for the same activity and General Administration in the amount of \$88,042.00 (award 20-CDBG-CV2-3-00108). Both CDBG-CV awards were utilized to support the Utility Bill Assistance Program.

Under this subsistence program, the City made one-time payments to utility providers on behalf of qualified households. Three main criteria were used to determine household eligibility: (1) the residence must be located inside city limits, (2) the household must have been financially impacted by COVID-19, and (3) the household must qualify as moderate-income or lower per CDBG income limits (based on household size and percentage of area median income; CDBG income limits are updated annually by the state Housing and Community Development Department (HCD).) The amount of assistance granted per household was initially limited to \$500.00; as the program was implemented, it became apparent that: (1) fewer households were in arrears than expected and; (2) of households in arrears, the arrearages were significantly higher than expected. The City requested to amend the program to increase the assistance limit to \$1,000.00 per household and to allow households that had received assistance prior to the increase to apply a second time, so long as the total assistance was not more than \$1,000.00. HCD approved the request and the City's program guidelines were updated accordingly. Near the end of the grants' performance period, the amount budgeted for subsistence payments was fully expended, but unused funds remained in the staff activity delivery budget. The City requested to use remaining staff activity funds for subsistence payments; HCD allowed the request and did not require a grant revision.

The program was active from June 2021 through June 2023. The program as a whole (including both CV1 and CV2-3 awards) expended \$135,261.84 in subsistence payments that benefitted 579 persons in 187 low-moderate income households. Of those 187 households, 57 received a second round of assistance as allowed by the program amendment.

AGENDA ITEM NO.

From 20-CDBG-CV1-00124 in particular, \$68,370.71 was expended on subsistence payments, \$10,363.73 was expended on Activity Delivery, \$10,739 was expended on General Administration, and \$18.56 will be disencumbered. Subsistence payments benefitted 123 new households and 14 second-time beneficiaries. Detailed demographic information is presented in the document entitled *Closeout Demographics*, attached herein.

RECOMMENDED ACTION:

Conduct a Public Hearing to disclose accomplishments and closeout of activities funded by CDBG #20-CDBG-CV1-00124.

ALTERNATIVE ACTION(S):

None.

FISCAL IMPACT:

The 2020 grant project was implemented with CDBG-CV grant funds. The 2020 grant provided General Administration funding that was adequate to cover administrative costs; any on-going administrative tasks after grant close out may be covered by the City's CDBG grant administration funds from any active CDBG award. CDBG funding is intended to assist the low- and moderate-income population; all clientele assisted with this grant funding were qualified as low- and moderate-income as per CDBG income limits.

CONSISTENCY:

The State CDBG mission is to improve the lives of low- and moderate-income residents through the creation and expansion of community and economic development opportunities, which supports livable communities for all residents. This mission is consistent with Fort Bragg City Council Priority Areas.

IMPLEMENTATION/TIMEFRAMES:

The expenditure deadline for the 2020 grant is February 28, 2024. Final Funds Requests for the grant have already been submitted to HCD. Grant close-out reports will be submitted to HCD after the close-out public hearing is held. The City's Agreement with CDBG expires on February 28, 2024. It is unclear when CDBG will authorize close-out of the City's contract with the state because final closeout is subject to U.S. Department of Housing and Urban Development (HUD) monitoring and review of State CDBG funding allocations.

ATTACHMENTS:

1. Public Hearing Notice – English
2. Public Hearing Notice – Spanish
3. Program Guidelines
4. Closeout Demographics

NOTIFICATION:

1. CDBG "Notify Me" Subscribers



CITY OF FORT BRAGG

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct three public hearings at a regular meeting to be held at **6:00 PM**, or as soon thereafter as the matters may be heard, on **MONDAY, September 11, 2023**, at Town Hall, southwest corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California 95437. The public hearings will concern the following items:

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12030 and Approve Resolution Accepting the Final Product from Community Development Block Grant (CDBG) Planning Grant 20-CDBG-12030

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

The purpose of the public hearings is to disclose grant accomplishments and to give citizens an opportunity to make their comments known. If you are not able to attend the public hearings, you may direct written comments to the City of Fort Bragg, Attention: Grants Coordinator Lacy Peterson, 416 N. Franklin Street, Fort Bragg, CA 95437 or email to lpeterson@fortbragg.com, or you may telephone Lacy Peterson, Grants Coordinator, at (707)961-2823 ext. 108. If you need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact City Hall at (707) 961-2823 to arrange for those accommodations to be made.

The City of Fort Bragg promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Dated: August 24, 2023

Lacy Peterson
Grants Coordinator

POST/PUBLISH: August 31, 2023

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort and that I caused this Notice to

be posted in the City Hall Notice Case on August 31, 2023.

Diana Sanchez
Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporado el 5 de Agosto de 1889
416 N. Franklin St.
Fort Bragg, CA 95437
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Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo tres audiencias públicas en una reunión ordinaria que se llevará a cabo a las **6:00 p. m.**, o tan pronto como se escuchen los asuntos, el **LUNES 11 de septiembre de 2023** en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 North Main Street), Fort Bragg, California 95437. Las audiencias públicas se referirán a los siguientes temas:

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-12030 y aprobar la resolución que acepta el producto final de la subvención para la planificación por Community Development Block Grant (CDBG) 20-CDBG-12030

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

El propósito de las audiencias públicas es divulgar los logros de la subvención y dar a los ciudadanos la oportunidad de dar a conocer sus comentarios. Si no puede asistir a las audiencias públicas, puede enviar comentarios por escrito a la Ciudad de Fort Bragg, Atención: Coordinadora de Subvenciones Lacy Peterson, 416 N. Franklin Street, Fort Bragg, CA 95437 o enviar un correo electrónico a lpeterson@fortbragg.com, o puede llamar a Lacy Peterson, Coordinadora de Subvenciones, al (707)961-2823 ext. 108. Si necesita una adaptación especial debido a un impedimento/discapacidad sensorial o de movilidad, o si necesita un intérprete, comuníquese con el Ayuntamiento al (707) 961-2823 para hacer arreglos para que se realicen esas adaptaciones.

La ciudad de Fort Bragg promueve la vivienda justa y pone todos los programas a disposición de las familias de ingresos bajos y moderados, independientemente de su edad, raza, color, religión, sexo, origen nacional, preferencia sexual, estado civil o discapacidad.

FECHA: 24 de agosto de 2023

Lacy Peterson
Coordinador de Becas

PUBLICAR: 31 de agosto de 2023

ESTADO DE CALIFORNIA)
) ss.

COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg y que hice que este Aviso se publicara en el Quiosco de Aviso del Ayuntamiento el 31 de agosto de 2023.

Diana Sanchez
Secretario Municipal Interino

EXHIBIT A

CITY OF FORT BRAGG

CDBG-CV Subsistence Payments Guidelines

For Utility Assistance

I. Program Description:

The COVID-19 Utility Assist program (“Program”) provides emergency utility grants to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, who live in the Fort Bragg city limits.

The Program grant is a one-time payment made on behalf of an income-eligible household, to reduce utility payment delinquency in arrear as a result of the economic impact of COVID-19. Applicants who received Program grants prior to October 24, 2022 may be eligible for a second payment. Eligible Utility Assistance is for City of Fort Bragg (Water and Wastewater); PG&E (Gas and Electricity); and/or other eligible utility providers (Propane, Kerosene, Diesel, etc).

The City of Fort Bragg COVID-19 Utility Assist Program is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020 which is dispersed through the State California Department of Housing and Community Development (HCD) CDBG Program.

(Note: The primary purpose of the CDBG-CV program is to benefit low- and moderate-income (LMI) persons, households, and neighborhoods. LMI is defined as 80 percent of the HUD adjusted median family income (HAMFI), adjusted by household size.)

II. Program Assistance

This program is designed to provide utility assistance to Low/Mod households within the Fort Bragg city limits.

A Program grant is a one-time payment made on behalf of an income-eligible household, to reduce utility payment delinquency in arrears as a result of the economic impacts of COVID-19. The Program will provide subsistence payments of up to \$1,000 per eligible household to eligible utility providers.

Applicants who received a Program grant before October 24, 2022 in an amount not exceeding \$500.00 may be eligible for a second Program grant. In order to receive a second Program grant, applicant must complete a second application and must be

determined eligible at the time of second application and the total aggregate Program grant funding received must not exceed \$1,000.00.

III. Eligible Households

Households and families must be eligible for CDBG assistance to participate in the CDBG-CV funded subsistence payment programs. Eligible households must meet **ALL** of the following:

- Family/Household with a LMI household income ($\leq 80\%$ county median income) based on applicable CDBG Income Limits
- Family/Household with a documented financial need **due** to COVID-19 (loss of employment, or additional household members sheltering in place, or other COVID-19 related impact)
- Family/Household resides in the City of Fort Bragg (service area)
- Prove residency at the current utility bill address
- Family/Household is not able to access other payment assistance for same costs (no duplication of benefit)

IV. Ineligible Households

An ineligible Program applicant is anyone whose primary residence is outside of the service area. Persons residing in a household that exceeds current Income Limits are not eligible. Businesses or non-profit organizations are not eligible for the program. Prior recipients of Program financial assistance are not eligible for additional emergency financial assistance.

V. Application Processing and Procedures

Upon the receipt of a HCD letter releasing Program, the City will conduct outreach and marketing to individuals in the Program service area. City staff will work to develop a marketing plan for the Program to outreach to persons in the community regarding the availability and accessibility of the Program. This plan shall be kept on file and updated as needed to ensure that all residents in the service area are informed about and have access to Program applications.

Applications will be processed on a first come first served basis until available funding is depleted. See **Attachment A** for a sample Program Application form. The City's Program staff will accept applications and review for HUD income eligibility per Department standards and for other program eligibility requirements.

All Program Applications received, both denied and approved, will be logged and kept on file in accordance with HSD records retention act. Applicants who do not meet

eligibility requirements of the program will be notified in writing with an explanation of ineligibility. Files will be set up for all eligible program participants to document compliance with all CDBG regulations, HCD policy, and adopted Program Guidelines, and to document all services provided.

VI. Definition of Household and Income

A Household is defined as all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related persons who share living arrangements. Therefore, household member information must include, at a minimum, the following:

- a. Full names and ages of all family members as well as any unrelated persons living in the residence; and
- b. Signature of the primary applicant(s), certifying that the information provided related to the annual household income and members is correct.

VII. Annual Income

Defined as the total gross amount of income received from all sources by adult individuals of the household who have earned or received income during a 12-month period prior to the March 27, 2020 authorization of the Coronavirus Aid, Relief, and Economic Security Act. Eligibility of Income and National Objectives of this program will follow the U.S. Department of Housing and Urban Development Docket No. FR-6218-N-01 (CDBG CARES ACT) Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants.

To determine program eligibility, all sources of annual income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct.

Eligible households must be below the Low/Mod Income limits for household size. Below are the current Income Limits as set by HCD, effective June 15, 2022. Income Limits are updated annually by HCD. Program applications will be updated to reflect current HCD Income Limits as applicable and staff will refer to current Income Limits when evaluating applications for eligibility.

Income Category:	1	2	3	4	5	6	7	8
60%	\$33,780	\$38,580	\$43,380	\$ 48,180	\$ 52,080	\$ 55,920	\$ 59,760	\$ 63,600

80%	45,500	\$ 51,400	\$ 57,850	\$ 64,250	\$ 69,400	\$ 74,550	\$ 79,700	\$ 84,850
-----	--------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

VIII. Documentation of Economic Impact During COVID-19

Applicant households must submit documentation confirming negative impact during the COVID-19 pandemic.

- a. Workplace closure or reduced hours due to COVID-19, including lay-off, termination, loss of working hours, income reduction resulting from business closure or other employer economic impacts of COVID-19. Self-certification of household member(s) notification of job loss/termination from employer during the eligible pandemic period (March 27, 2020 to present); or, self-certification of furlough from employer during the eligible pandemic period (March 27, 2020 to present); or, self-certification of household member(s) notification confirming reduction in hours and/or pay during the eligible pandemic period (March 27, 2020 to present); or, self-certification of household member(s) application during the eligible pandemic period (March 27, 2020 to present) and/or approval for Unemployment Insurance benefits; or A signed self-certification that includes the name of the household member who is self-employed, the name and nature of the business, and narrative confirming economic impact on self-employment during an eligible pandemic period (March 27, 2020 to present);
- b. Sickness with COVID-19 or caring for a household or family member who is sick with COVID-19;
- c. Extraordinary out-of-pocket childcare expenses due to school closures, medical expenses, or health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant’s household who is ill with COVID-19;
- d. Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- e. Reasonable expenditures stemming from government ordered emergency measures;
- f. Any additional factors relevant to the households reduction in income as a result of the COVID-19 pandemic.

IX. Program Administration

- Market the Program;
- Accept and process participant applications;
- Document participant CDBG Program eligibility; and

- Ensure set up of participant files to document all provided services and associated costs.

X. Record Retention, Program Reporting and Monitoring

The operating agency for the COVID-19 Utility Assist program shall maintain application files, company information, and all program administration records, written and digital, for no less than a period of 5 years from the end of the program in accordance of the HCD Standard Agreement.

The operating agency for the Program shall report, approved and assisted households, and their corresponding assistance information as directed by the funder.

XI. Duplication of Benefits

All CDBG-CV applicants are required to complete a duplication of benefits affidavit for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the City will certify that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to present the City of Fort Bragg's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

XII. Housing and Community Development Act of 1974, Equal Opportunity Policy, Age Discrimination, and Section 504 of the Rehabilitation Act of 1973

Section 109, title I of the Housing and Community development Act of 1974, provides that no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied, the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this Title.

The City shall not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in either the awarding of a

contract for Emergency Utility Assistance Program Grant, or in accepting applications and processing program grants.

The City of Fort Bragg complies with the provisions of the Age Discrimination Act of 1975, prohibiting against discrimination on the basis of age, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973.

XIII. Civil Rights Act of 1964

The City complies with the Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, national origin, may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under an program or activity receiving Federal financial assistance.

XIV. Conflict of Interest

No COVID-19 Program funding will be provided to any member of the governing body of the City of Fort Bragg, nor any designee of the City of Fort Bragg; no member of the above organizations shall have any interest, direct or indirect, in the proceeds from a grant from this Program.

("Attachment A")

CITY OF FORT BRAGG

**Community Development Block Grant Program (CDBG) COVID-19 Utility
Subsistence Payment - Application and Verification Form**

Up to \$1,000.00 total is available to qualifying families impacted by COVID-19 for emergency subsistence payments. To request assistance, you must meet the program requirements, submit required documentation, and certify this form. Funds are available on a limited basis. Submitting this application is not a guarantee of assistance. For your privacy, information collected will remain confidential, used only to meet federal and state record keeping requirements, and withheld as applicable from disclosure.

Please print:

Name(s)			
Residential Address		Phone	
Email		Total Amount Requested	\$
Make payment on my behalf to:			
Name		Phone or Email	
Address/Account#			
Proposed Use of Funds	<input type="checkbox"/> Water Utility <input type="checkbox"/> Sewer Utility <input type="checkbox"/> PG&E <input type="checkbox"/> Propane <input type="checkbox"/> Other:		
Month(s) to Cover		Amount	\$
Name		Phone or Email	
Address/Account#			
Proposed Use of Funds	<input type="checkbox"/> Water Utility <input type="checkbox"/> Sewer Utility <input type="checkbox"/> PG&E <input type="checkbox"/> Propane <input type="checkbox"/> Other:		
Month(s) to Cover		Amount	\$
	Data		YES
	NO		
<i>DUPLICATION OF BENEFIT</i> – Have you received, or are aware of being eligible to receive from another source, any financial assistance for the costs listed above? (If yes, please complete supplementary income form attached)		<input type="checkbox"/>	<input type="checkbox"/>
<i>COVID-19 IMPACT</i> – Have you had work hours reduced, been temporarily or permanently laid off, or other loss of income due to COVID-19? If YES, Provide details: _____	EST. % loss of revenue from one year previous: _____%	<input type="checkbox"/>	<input type="checkbox"/>
<i>SUBSISTENCE/EMERGENCY STATUS</i> – Have you received a late payment due, eviction notice or other proof that loss of housing or essential utility services is at risk and emergency payment need?	Number of months unable to pay: _____	<input type="checkbox"/>	<input type="checkbox"/>

LMI Household Income Qualification Questions							
Total Annual Household Income is gross income (before deductions) from all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc.), from all adult members in the family living in the household. Consult the program if unsure.							
Total Household Income anticipated during the next 12 months							
Name List <u>all</u> household members, including yourself.	Age	Check if Applicable			Annual Gross (Pre-Tax) Income	Source of Income	
		Head of Household	Co-Head of Household	Full-Tm Student 18 Yrs. or Older			
					\$		
					\$		
					\$		
					\$		
					\$		
<i>Add rows as applicable</i>					\$		
Total Anticipated Annual Household Income:					\$		
CIRCLE the <u>number</u> of household members, including yourself:							
1	2	3	4	5	6	7	8+
\$45,000	\$51,400	\$57,850	\$64,250	\$69,400	\$74,550	\$79,700	\$84,850
Is your anticipated total household income LOWER or HIGHER than the \$ amount listed directly below the number of people circled above?						LOWER	HIGHER
If LOWER , attach proof of annual household income (such as latest tax return, quarterly tax, pay stubs, or bank statements).						<input type="checkbox"/>	<input type="checkbox"/>
Ethnicity (select one)			<input type="checkbox"/> Not Hispanic			<input type="checkbox"/> Hispanic	
Race (select one)							
White			<input type="checkbox"/>	Asian			<input type="checkbox"/>
Black or African American			<input type="checkbox"/>	Native Hawaiian or Pacific Islander			<input type="checkbox"/>
American Indian or Alaskan Native			<input type="checkbox"/>	Other or Multi-Racial			<input type="checkbox"/>
Are you a Veteran?				YES <input type="checkbox"/>	NO <input type="checkbox"/>	Are you Disabled?	
				<input type="checkbox"/>	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Duplication of Benefits Affidavit (“Affidavit”)

I/We, _____ affirm the following:

1. I/We is/are executing this Affidavit in connection with assistance that we are receiving to help us prevent, prepare for, or respond to the coronavirus by providing us with utility subsistence payments (“Need”) in the amount of _____ (“Amount of Assistance or Total Need”) from the City of Fort Bragg (“Organization”) through a program administered by the City of Fort Bragg with funding from the U.S. Department of Housing and Urban Development (the “Program”).
2. The Organization and I/We believe the **Amount of Assistance/Total Need** is _____
3. In addition, I/We have received or will receive the following amounts and types of assistance from the sources listed below (“Duplicative Assistance”):

(a) Source of Funds #1

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

(b) Source of Funds #2

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

Duplication of Benefits Affidavit ("Affidavit")

(c) Source of Funds #3

Lender/Grant Provider Name	
Purpose	
Amount	
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____

(d) Source of Funds #4

Lender/Grant Provider Name	
Purpose	
Amount	
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____

(e) Source of Funds #5

Lender/Grant Provider Name	
Purpose	
Amount	
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____

- Total Unmet Need (2- (3(a) + 3(b) + 3(c) + 3(d) + 3(e))) \$_____.
- I/We have received no other assistance funds for the Need listed in Paragraph 1 other than that set forth above in paragraph 3.
- Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-2 254; 132 Stat. 3442). prohibits federal agencies from providing assistance to any person for "any part of such loss" as to which he has received financial assistance under any other program or from insurance or any other source (such as, FEMA, SBA, the Red Cross, the City, business owner's Insurance, etc.).

Duplication of Benefits Affidavit (“Affidavit”)

- 7. I/We understand that the amount of assistance received by I/We from the City of Fort Bragg must be reduced by the amount of Duplicative Assistance received or that will be received for the Need, from other sources (such as, FEMA, SBA, the Red Cross, the City homeowner’s insurance, etc.) for the same purpose.
- 8. Therefore, I/We understand that if I/We receive assistance from a source other than City of Fort Bragg (such as, FEMA, SBA, the Red Cross, the City, homeowner’s insurance, etc.) for the Need for the same purpose, I/We must repay the assistance received from City of Fort Bragg.
- 9. I/We certify under State and Federal penalties for perjury and fraud that the information provided above is true and accurate and acknowledge that repayment of all assistance received by Me/Us from City of Fort Bragg, payment of fines and/or imprisonment may be required in the event that I/We provide false, incomplete or misleading information in this Affidavit or during the rest of this process. **By executing this Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.**

Participant _____

Signature of Participant _____ Date _____

Participant _____

Signature of Participant _____ Date _____

Utility Bill Assistance Program Demographics 20-CDBG-CV1-01024 & 20-CDBG-CV2-3-00108

Household Income & Expenditure Details

	Total Households	Extremely Low Income 30%	Low Income 50%	Moderate Income 80%	Total People in Household	Total People Extremely Low	Total People Low	Total People Moderate	Amount spent	Amount spent Extremely Low	Amount spent Low	Amount spent Mod
Combined CV1 and CV2-3 New Beneficiaries	187	69	66	52	579	206	197	176	\$ 108,300.02	\$ 38,283.72	\$ 39,424.63	\$ 30,591.67
Combined CV1 and CV2-3 Second-time Beneficiaries	57	21	21	15	190	49	86	55	\$ 26,961.82	\$ 9,677.11	\$ 10,375.19	\$ 6,909.52
									\$ 135,261.84	\$ 47,960.83	\$ 49,799.82	\$ 37,501.19
CV1 New Beneficiaries	123	44	44	35	413	136	145	132	\$ 62,213.32	\$ 21,673.10	\$ 22,472.86	\$ 18,067.36
CV1 Second-time Beneficiaries	14	5	5	4	48	12	22	14	\$ 6,157.39	\$ 2,233.11	\$ 2,437.03	\$ 1,487.25
									\$ 68,370.71	\$ 23,906.21	\$ 24,909.89	\$ 19,554.61
CV2-3 New Beneficiaries	64	25	22	17	166	70	52	44	\$ 46,086.70	\$ 16,610.62	\$ 16,951.77	\$ 12,524.31
CV2-3 Second-time Beneficiaries	43	16	16	11	142	37	64	41	\$ 20,804.43	\$ 7,444.00	\$ 7,938.16	\$ 5,422.27
									\$ 66,891.13	\$ 24,054.62	\$ 24,889.93	\$ 17,946.58

Demographics As Reported Per Household

	Female Head of Household	Other Head of Household	Disabled	Veteran	Elderly	Single/ Non-Elderly	Single Parent	Two Parent	Other
Combined CV1 and CV2-3 New Beneficiaries	142	84	20	3	29	21	55	56	23
Combined CV1 and CV2-3 Second-time Beneficiaries	45	27	12	2	7	4	23	19	6
CV1 New Beneficiaries	90	54	1	0	17	8	40	41	15
CV1 Second-time Beneficiaries	11	7	2	2	2	1	4	5	2
CV2-3 New Beneficiaries	52	30	19	3	12	13	15	15	8
CV2-3 Second-time Beneficiaries	34	20	10	0	5	3	19	14	4

Ethnic Demographics As Reported Per Household

	Hispanic/Latinx	White	African American	Asian	Native American	Native Hawaain	Other
Combined CV1 and CV2-3 New Beneficiaries	62	132	0	2	11	0	16
Combined CV1 and CV2-3 Second-time Beneficiaries	23	34	2	1	6	1	2
CV1 New Beneficiaries	44	85	0	2	8	0	12
CV1 Second-time Beneficiaries	5	8	1	1	1	1	0
CV2-3 New Beneficiaries	18	47	0	0	3	0	4
CV2-3 Second-time Beneficiaries	18	26	1	0	5	0	2

*Note: Data may not be an accurate depiction, as not all households reported optional demographic data and some reported on one of two applications; applicants had the option to select any combination of demographics.



City of Fort Bragg

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

Text File

File Number: 23-290

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: C.

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108



AGENCY: City Council
MEETING DATE: September 11, 2023
DEPARTMENT: Community Development
PRESENTED BY: L. Peterson
EMAIL ADDRESS: lpeterson@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

RECEIVE REPORT AND CONDUCT PUBLIC HEARING FOR DISCLOSURE OF ACCOMPLISHMENTS AND CLOSEOUT OF ACTIVITIES FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 20-CDBG-CV2-3-00108

ISSUE:

The expenditure period for the City's 2020 Community Development Block Grant Program Coronavirus, Aid, Relief, Economic Security Act (CDBG-CV) award 20-CDBG-CV2-3-00108 will end on October 31, 2024. All funds have been expended and the activity is complete. Per CDBG requirements, a public hearing must be conducted before the governing body to notify the public of accomplishments funded by the grant. The 2020-CDBG-CV grant was awarded to fund a subsistence program and General Administration. Following is a description of accomplishments resulting from the funded activities.

ANALYSIS:

In 2021, the City applied for funding from the 2020 CDBG-CV Round 2 & 3 (CV2-3) program for a Utility Bill Assistance Program and General Administration and was awarded \$88,042.00 in 2021. A subsistence program is an eligible CDBG-CV activity and meets CDBG's low-moderate income clientele (LMC) National Objective. The City also received CDBG-CV Round 1 (CV1) funds for the same activity and General Administration in the amount of \$89,492.00 (award 20-CDBG-CV1-00124). Both CDBG-CV awards were utilized to support the Utility Bill Assistance Program.

Under this subsistence program, the City made one-time payments to utility providers on behalf of qualified households. Three main criteria were used to determine household eligibility: (1) the residence must be located inside city limits, (2) the household must have been financially impacted by COVID-19, and (3) the household must qualify as moderate-income or lower per CDBG income limits (based on household size and percentage of area median income; CDBG income limits are updated annually by the state Housing and Community Development Department (HCD).) The amount of assistance granted per household was initially limited to \$500.00; as the program was implemented, it became apparent that: (1) fewer households were in arrears than expected, and (2) of households in arrears, the arrearages were significantly higher than expected. The City requested to amend the program to increase the assistance limit to \$1,000.00 per household and to allow households that had received assistance prior to the increase to apply a second time, so long as the total assistance was not more than \$1,000.00. HCD approved the request and the City's program guidelines were updated accordingly. Near the end of the grants' performance period, the amount budgeted for subsistence payments was fully expended, but unused funds remained in the staff activity delivery budget. The City requested to use remaining staff activity funds for subsistence payments; HCD allowed the request and did not require a grant revision.

The program was active from June 2021 through June 2023. The program as a whole (including both CV1 and CV2-3 awards) expended \$135,261.84 in subsistence payments that benefitted 579 persons in 187 low-moderate income households. Of those 187 households, 57 received a second round of assistance as allowed by the program amendment.

AGENDA ITEM NO.

From 20-CDBG-CV2-3-00108 in particular, \$66,891.13 was expended on subsistence payments, \$10,584.36 was expended on Activity Delivery, \$10,565.04 was expended on General Administration, and \$1.47 will be disencumbered. Subsistence payments benefitted 64 new households and 43 second-time beneficiaries. Detailed demographic information is presented in the document entitled *Closeout Demographics*, attached herein.

RECOMMENDED ACTION:

Conduct a Public Hearing to disclose accomplishments and closeout of activities funded by CDBG #20-CDBG-CV2-3-00108.

ALTERNATIVE ACTION(S):

None.

FISCAL IMPACT:

The 2020 grant project was implemented with CDBG-CV grant funds. The 2020 grant provided General Administration funding that was adequate to cover administrative costs; any on-going administrative tasks after grant close out may be covered by the City's CDBG grant administration funds from any active CDBG award. CDBG funding is intended to assist the low- and moderate-income population; all clientele assisted with this grant funding were qualified as low- and moderate-income as per CDBG income limits.

CONSISTENCY:

The State CDBG mission is to improve the lives of low- and moderate-income residents through the creation and expansion of community and economic development opportunities, which supports livable communities for all residents. This mission is consistent with Fort Bragg City Council Priority Areas.

IMPLEMENTATION/TIMEFRAMES:

The expenditure deadline for the 2020 grant is February 28, 2024. Final Funds Requests for the grant have already been submitted to HCD. Grant close-out reports will be submitted to HCD after the close-out public hearing is held. The City's Agreement with CDBG expires on February 28, 2024. It is unclear when CDBG will authorize close-out of the City's contract with the state because final closeout is subject to U.S. Department of Housing and Urban Development (HUD) monitoring and review of State CDBG funding allocations.

ATTACHMENTS:

1. Public Hearing Notice – English
2. Public Hearing Notice – Spanish
3. Program Guidelines
4. Closeout Demographics

NOTIFICATION:

1. CDBG "Notify Me" Subscribers



CITY OF FORT BRAGG

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct three public hearings at a regular meeting to be held at **6:00 PM**, or as soon thereafter as the matters may be heard, on **MONDAY, September 11, 2023**, at Town Hall, southwest corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California 95437. The public hearings will concern the following items:

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12030 and Approve Resolution Accepting the Final Product from Community Development Block Grant (CDBG) Planning Grant 20-CDBG-12030

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

The purpose of the public hearings is to disclose grant accomplishments and to give citizens an opportunity to make their comments known. If you are not able to attend the public hearings, you may direct written comments to the City of Fort Bragg, Attention: Grants Coordinator Lacy Peterson, 416 N. Franklin Street, Fort Bragg, CA 95437 or email to lpeterson@fortbragg.com, or you may telephone Lacy Peterson, Grants Coordinator, at (707)961-2823 ext. 108. If you need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact City Hall at (707) 961-2823 to arrange for those accommodations to be made.

The City of Fort Bragg promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Dated: August 24, 2023

Lacy Peterson
Grants Coordinator

POST/PUBLISH: August 31, 2023

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort and that I caused this Notice to

be posted in the City Hall Notice Case on August 31, 2023.

Diana Sanchez
Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporado el 5 de Agosto de 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Teléfono: (707) 961-2823
Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo tres audiencias públicas en una reunión ordinaria que se llevará a cabo a las **6:00 p. m.**, o tan pronto como se escuchen los asuntos, el **LUNES 11 de septiembre de 2023** en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 North Main Street), Fort Bragg, California 95437. Las audiencias públicas se referirán a los siguientes temas:

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-12030 y aprobar la resolución que acepta el producto final de la subvención para la planificación por Community Development Block Grant (CDBG) 20-CDBG-12030

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-CV1-00124

Recibir informe y realizar audiencia pública para divulgación de logros y cierre de actividades financiadas por Community Development Block Grant (CDBG) 20-CDBG-CV2-3-00108

El propósito de las audiencias públicas es divulgar los logros de la subvención y dar a los ciudadanos la oportunidad de dar a conocer sus comentarios. Si no puede asistir a las audiencias públicas, puede enviar comentarios por escrito a la Ciudad de Fort Bragg, Atención: Coordinadora de Subvenciones Lacy Peterson, 416 N. Franklin Street, Fort Bragg, CA 95437 o enviar un correo electrónico a lpeterson@fortbragg.com, o puede llamar a Lacy Peterson, Coordinadora de Subvenciones, al (707)961-2823 ext. 108. Si necesita una adaptación especial debido a un impedimento/discapacidad sensorial o de movilidad, o si necesita un intérprete, comuníquese con el Ayuntamiento al (707) 961-2823 para hacer arreglos para que se realicen esas adaptaciones.

La ciudad de Fort Bragg promueve la vivienda justa y pone todos los programas a disposición de las familias de ingresos bajos y moderados, independientemente de su edad, raza, color, religión, sexo, origen nacional, preferencia sexual, estado civil o discapacidad.

FECHA: 24 de agosto de 2023

Lacy Peterson
Coordinador de Becas

PUBLICAR: 31 de agosto de 2023

ESTADO DE CALIFORNIA)
) ss.

COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg y que hice que este Aviso se publicara en el Quiosco de Aviso del Ayuntamiento el 31 de agosto de 2023.

Diana Sanchez
Secretario Municipal Interino

EXHIBIT A

CITY OF FORT BRAGG

CDBG-CV Subsistence Payments Guidelines

For Utility Assistance

I. Program Description:

The COVID-19 Utility Assist program (“Program”) provides emergency utility grants to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, who live in the Fort Bragg city limits.

The Program grant is a one-time payment made on behalf of an income-eligible household, to reduce utility payment delinquency in arrear as a result of the economic impact of COVID-19. Applicants who received Program grants prior to October 24, 2022 may be eligible for a second payment. Eligible Utility Assistance is for City of Fort Bragg (Water and Wastewater); PG&E (Gas and Electricity); and/or other eligible utility providers (Propane, Kerosene, Diesel, etc).

The City of Fort Bragg COVID-19 Utility Assist Program is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020 which is dispersed through the State California Department of Housing and Community Development (HCD) CDBG Program.

(Note: The primary purpose of the CDBG-CV program is to benefit low- and moderate-income (LMI) persons, households, and neighborhoods. LMI is defined as 80 percent of the HUD adjusted median family income (HAMFI), adjusted by household size.)

II. Program Assistance

This program is designed to provide utility assistance to Low/Mod households within the Fort Bragg city limits.

A Program grant is a one-time payment made on behalf of an income-eligible household, to reduce utility payment delinquency in arrears as a result of the economic impacts of COVID-19. The Program will provide subsistence payments of up to \$1,000 per eligible household to eligible utility providers.

Applicants who received a Program grant before October 24, 2022 in an amount not exceeding \$500.00 may be eligible for a second Program grant. In order to receive a second Program grant, applicant must complete a second application and must be

determined eligible at the time of second application and the total aggregate Program grant funding received must not exceed \$1,000.00.

III. Eligible Households

Households and families must be eligible for CDBG assistance to participate in the CDBG-CV funded subsistence payment programs. Eligible households must meet **ALL** of the following:

- Family/Household with a LMI household income ($\leq 80\%$ county median income) based on applicable CDBG Income Limits
- Family/Household with a documented financial need **due** to COVID-19 (loss of employment, or additional household members sheltering in place, or other COVID-19 related impact)
- Family/Household resides in the City of Fort Bragg (service area)
- Prove residency at the current utility bill address
- Family/Household is not able to access other payment assistance for same costs (no duplication of benefit)

IV. Ineligible Households

An ineligible Program applicant is anyone whose primary residence is outside of the service area. Persons residing in a household that exceeds current Income Limits are not eligible. Businesses or non-profit organizations are not eligible for the program. Prior recipients of Program financial assistance are not eligible for additional emergency financial assistance.

V. Application Processing and Procedures

Upon the receipt of a HCD letter releasing Program, the City will conduct outreach and marketing to individuals in the Program service area. City staff will work to develop a marketing plan for the Program to outreach to persons in the community regarding the availability and accessibility of the Program. This plan shall be kept on file and updated as needed to ensure that all residents in the service area are informed about and have access to Program applications.

Applications will be processed on a first come first served basis until available funding is depleted. See **Attachment A** for a sample Program Application form. The City's Program staff will accept applications and review for HUD income eligibility per Department standards and for other program eligibility requirements.

All Program Applications received, both denied and approved, will be logged and kept on file in accordance with HSD records retention act. Applicants who do not meet

eligibility requirements of the program will be notified in writing with an explanation of ineligibility. Files will be set up for all eligible program participants to document compliance with all CDBG regulations, HCD policy, and adopted Program Guidelines, and to document all services provided.

VI. Definition of Household and Income

A Household is defined as all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related persons who share living arrangements. Therefore, household member information must include, at a minimum, the following:

- a. Full names and ages of all family members as well as any unrelated persons living in the residence; and
- b. Signature of the primary applicant(s), certifying that the information provided related to the annual household income and members is correct.

VII. Annual Income

Defined as the total gross amount of income received from all sources by adult individuals of the household who have earned or received income during a 12-month period prior to the March 27, 2020 authorization of the Coronavirus Aid, Relief, and Economic Security Act. Eligibility of Income and National Objectives of this program will follow the U.S. Department of Housing and Urban Development Docket No. FR-6218-N-01 (CDBG CARES ACT) Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants.

To determine program eligibility, all sources of annual income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct.

Eligible households must be below the Low/Mod Income limits for household size. Below are the current Income Limits as set by HCD, effective June 15, 2022. Income Limits are updated annually by HCD. Program applications will be updated to reflect current HCD Income Limits as applicable and staff will refer to current Income Limits when evaluating applications for eligibility.

Income Category:	1	2	3	4	5	6	7	8
60%	\$33,780	\$38,580	\$43,380	\$ 48,180	\$ 52,080	\$ 55,920	\$ 59,760	\$ 63,600

80%	45,500	\$ 51,400	\$ 57,850	\$ 64,250	\$ 69,400	\$ 74,550	\$ 79,700	\$ 84,850
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VIII. Documentation of Economic Impact During COVID-19

Applicant households must submit documentation confirming negative impact during the COVID-19 pandemic.

- a. Workplace closure or reduced hours due to COVID-19, including lay-off, termination, loss of working hours, income reduction resulting from business closure or other employer economic impacts of COVID-19. Self-certification of household member(s) notification of job loss/termination from employer during the eligible pandemic period (March 27, 2020 to present); or, self-certification of furlough from employer during the eligible pandemic period (March 27, 2020 to present); or, self-certification of household member(s) notification confirming reduction in hours and/or pay during the eligible pandemic period (March 27, 2020 to present); or, self-certification of household member(s) application during the eligible pandemic period (March 27, 2020 to present) and/or approval for Unemployment Insurance benefits; or A signed self-certification that includes the name of the household member who is self-employed, the name and nature of the business, and narrative confirming economic impact on self-employment during an eligible pandemic period (March 27, 2020 to present);
- b. Sickness with COVID-19 or caring for a household or family member who is sick with COVID-19;
- c. Extraordinary out-of-pocket childcare expenses due to school closures, medical expenses, or health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant’s household who is ill with COVID-19;
- d. Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- e. Reasonable expenditures stemming from government ordered emergency measures;
- f. Any additional factors relevant to the households reduction in income as a result of the COVID-19 pandemic.

IX. Program Administration

- Market the Program;
- Accept and process participant applications;
- Document participant CDBG Program eligibility; and

- Ensure set up of participant files to document all provided services and associated costs.

X. Record Retention, Program Reporting and Monitoring

The operating agency for the COVID-19 Utility Assist program shall maintain application files, company information, and all program administration records, written and digital, for no less than a period of 5 years from the end of the program in accordance of the HCD Standard Agreement.

The operating agency for the Program shall report, approved and assisted households, and their corresponding assistance information as directed by the funder.

XI. Duplication of Benefits

All CDBG-CV applicants are required to complete a duplication of benefits affidavit for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the City will certify that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to present the City of Fort Bragg's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

XII. Housing and Community Development Act of 1974, Equal Opportunity Policy, Age Discrimination, and Section 504 of the Rehabilitation Act of 1973

Section 109, title I of the Housing and Community development Act of 1974, provides that no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied, the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this Title.

The City shall not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in either the awarding of a

contract for Emergency Utility Assistance Program Grant, or in accepting applications and processing program grants.

The City of Fort Bragg complies with the provisions of the Age Discrimination Act of 1975, prohibiting against discrimination on the basis of age, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973.

XIII. Civil Rights Act of 1964

The City complies with the Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, national origin, may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under an program or activity receiving Federal financial assistance.

XIV. Conflict of Interest

No COVID-19 Program funding will be provided to any member of the governing body of the City of Fort Bragg, nor any designee of the City of Fort Bragg; no member of the above organizations shall have any interest, direct or indirect, in the proceeds from a grant from this Program.

("Attachment A")

CITY OF FORT BRAGG

**Community Development Block Grant Program (CDBG) COVID-19 Utility
Subsistence Payment - Application and Verification Form**

Up to \$1,000.00 total is available to qualifying families impacted by COVID-19 for emergency subsistence payments. To request assistance, you must meet the program requirements, submit required documentation, and certify this form. Funds are available on a limited basis. Submitting this application is not a guarantee of assistance. For your privacy, information collected will remain confidential, used only to meet federal and state record keeping requirements, and withheld as applicable from disclosure.

Please print:

Name(s)			
Residential Address		Phone	
Email		Total Amount Requested	\$
Make payment on my behalf to:			
Name		Phone or Email	
Address/Account#			
Proposed Use of Funds	<input type="checkbox"/> Water Utility <input type="checkbox"/> Sewer Utility <input type="checkbox"/> PG&E <input type="checkbox"/> Propane <input type="checkbox"/> Other:		
Month(s) to Cover		Amount	\$
Name		Phone or Email	
Address/Account#			
Proposed Use of Funds	<input type="checkbox"/> Water Utility <input type="checkbox"/> Sewer Utility <input type="checkbox"/> PG&E <input type="checkbox"/> Propane <input type="checkbox"/> Other:		
Month(s) to Cover		Amount	\$
	Data		YES
	NO		
<i>DUPLICATION OF BENEFIT</i> – Have you received, or are aware of being eligible to receive from another source, any financial assistance for the costs listed above? (If yes, please complete supplementary income form attached)		<input type="checkbox"/>	<input type="checkbox"/>
<i>COVID-19 IMPACT</i> – Have you had work hours reduced, been temporarily or permanently laid off, or other loss of income due to COVID-19? If YES, Provide details: _____	EST. % loss of revenue from one year previous: _____%	<input type="checkbox"/>	<input type="checkbox"/>
<i>SUBSISTENCE/EMERGENCY STATUS</i> – Have you received a late payment due, eviction notice or other proof that loss of housing or essential utility services is at risk and emergency payment need?	Number of months unable to pay: _____	<input type="checkbox"/>	<input type="checkbox"/>

LMI Household Income Qualification Questions							
Total Annual Household Income is gross income (before deductions) from all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc.), from all adult members in the family living in the household. Consult the program if unsure.							
Total Household Income anticipated during the next 12 months							
Name List <u>all</u> household members, including yourself.	Age	Check if Applicable			Annual Gross (Pre-Tax) Income	Source of Income	
		Head of Household	Co-Head of Household	Full-Tm Student 18 Yrs. or Older			
					\$		
					\$		
					\$		
					\$		
					\$		
<i>Add rows as applicable</i>					\$		
Total Anticipated Annual Household Income:					\$		
CIRCLE the <u>number</u> of household members, including yourself:							
1	2	3	4	5	6	7	8+
\$45,000	\$51,400	\$57,850	\$64,250	\$69,400	\$74,550	\$79,700	\$84,850
Is your anticipated total household income LOWER or HIGHER than the \$ amount listed directly below the number of people circled above?						LOWER	HIGHER
If LOWER , attach proof of annual household income (such as latest tax return, quarterly tax, pay stubs, or bank statements).						<input type="checkbox"/>	<input type="checkbox"/>
Ethnicity (select one)			<input type="checkbox"/> Not Hispanic			<input type="checkbox"/> Hispanic	
Race (select one)							
White			<input type="checkbox"/>	Asian			<input type="checkbox"/>
Black or African American			<input type="checkbox"/>	Native Hawaiian or Pacific Islander			<input type="checkbox"/>
American Indian or Alaskan Native			<input type="checkbox"/>	Other or Multi-Racial			<input type="checkbox"/>
Are you a Veteran?				YES <input type="checkbox"/>	NO <input type="checkbox"/>	Are you Disabled?	
				<input type="checkbox"/>	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Duplication of Benefits Affidavit (“Affidavit”)

I/We, _____ affirm the following:

1. I/We is/are executing this Affidavit in connection with assistance that we are receiving to help us prevent, prepare for, or respond to the coronavirus by providing us with utility subsistence payments (“Need”) in the amount of _____ (“Amount of Assistance or Total Need”) from the City of Fort Bragg (“Organization”) through a program administered by the City of Fort Bragg with funding from the U.S. Department of Housing and Urban Development (the “Program”).
2. The Organization and I/We believe the **Amount of Assistance/Total Need** is _____
3. In addition, I/We have received or will receive the following amounts and types of assistance from the sources listed below (“Duplicative Assistance”):

(a) Source of Funds #1

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

(b) Source of Funds #2

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

Duplication of Benefits Affidavit ("Affidavit")

(c) Source of Funds #3

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

(d) Source of Funds #4

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

(e) Source of Funds #5

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other: _____	

4. Total Unmet Need (2- (3(a) + 3(b) + 3(c) + 3(d) + 3(e))) \$_____.
5. I/We have received no other assistance funds for the Need listed in Paragraph 1 other than that set forth above in paragraph 3.
6. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-2 254; 132 Stat. 3442). prohibits federal agencies from providing assistance to any person for "any part of such loss" as to which he has received financial assistance under any other program or from insurance or any other source (such as, FEMA, SBA, the Red Cross, the City, business owner's Insurance, etc.).

Duplication of Benefits Affidavit (“Affidavit”)

- 7. I/We understand that the amount of assistance received by I/We from the City of Fort Bragg must be reduced by the amount of Duplicative Assistance received or that will be received for the Need, from other sources (such as, FEMA, SBA, the Red Cross, the City homeowner’s insurance, etc.) for the same purpose.
- 8. Therefore, I/We understand that if I/We receive assistance from a source other than City of Fort Bragg (such as, FEMA, SBA, the Red Cross, the City, homeowner’s insurance, etc.) for the Need for the same purpose, I/We must repay the assistance received from City of Fort Bragg.
- 9. I/We certify under State and Federal penalties for perjury and fraud that the information provided above is true and accurate and acknowledge that repayment of all assistance received by Me/Us from City of Fort Bragg, payment of fines and/or imprisonment may be required in the event that I/We provide false, incomplete or misleading information in this Affidavit or during the rest of this process. **By executing this Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.**

Participant _____

Signature of Participant _____ Date _____

Participant _____

Signature of Participant _____ Date _____

Utility Bill Assistance Program Demographics 20-CDBG-CV1-01024 & 20-CDBG-CV2-3-00108

Household Income & Expenditure Details

	Total Households	Extremely Low Income 30%	Low Income 50%	Moderate Income 80%	Total People in Household	Total People Extremely Low	Total People Low	Total People Moderate	Amount spent	Amount spent Extremely Low	Amount spent Low	Amount spent Mod
Combined CV1 and CV2-3 New Beneficiaries	187	69	66	52	579	206	197	176	\$ 108,300.02	\$ 38,283.72	\$ 39,424.63	\$ 30,591.67
Combined CV1 and CV2-3 Second-time Beneficiaries	57	21	21	15	190	49	86	55	\$ 26,961.82	\$ 9,677.11	\$ 10,375.19	\$ 6,909.52
									\$ 135,261.84	\$ 47,960.83	\$ 49,799.82	\$ 37,501.19
CV1 New Beneficiaries	123	44	44	35	413	136	145	132	\$ 62,213.32	\$ 21,673.10	\$ 22,472.86	\$ 18,067.36
CV1 Second-time Beneficiaries	14	5	5	4	48	12	22	14	\$ 6,157.39	\$ 2,233.11	\$ 2,437.03	\$ 1,487.25
									\$ 68,370.71	\$ 23,906.21	\$ 24,909.89	\$ 19,554.61
CV2-3 New Beneficiaries	64	25	22	17	166	70	52	44	\$ 46,086.70	\$ 16,610.62	\$ 16,951.77	\$ 12,524.31
CV2-3 Second-time Beneficiaries	43	16	16	11	142	37	64	41	\$ 20,804.43	\$ 7,444.00	\$ 7,938.16	\$ 5,422.27
									\$ 66,891.13	\$ 24,054.62	\$ 24,889.93	\$ 17,946.58

Demographics As Reported Per Household

	Female Head of Household	Other Head of Household	Disabled	Veteran	Elderly	Single/ Non-Elderly	Single Parent	Two Parent	Other
Combined CV1 and CV2-3 New Beneficiaries	142	84	20	3	29	21	55	56	23
Combined CV1 and CV2-3 Second-time Beneficiaries	45	27	12	2	7	4	23	19	6
CV1 New Beneficiaries	90	54	1	0	17	8	40	41	15
CV1 Second-time Beneficiaries	11	7	2	2	2	1	4	5	2
CV2-3 New Beneficiaries	52	30	19	3	12	13	15	15	8
CV2-3 Second-time Beneficiaries	34	20	10	0	5	3	19	14	4

Ethnic Demographics As Reported Per Household

	Hispanic/Latinx	White	African American	Asian	Native American	Native Hawaain	Other
Combined CV1 and CV2-3 New Beneficiaries	62	132	0	2	11	0	16
Combined CV1 and CV2-3 Second-time Beneficiaries	23	34	2	1	6	1	2
CV1 New Beneficiaries	44	85	0	2	8	0	12
CV1 Second-time Beneficiaries	5	8	1	1	1	1	0
CV2-3 New Beneficiaries	18	47	0	0	3	0	4
CV2-3 Second-time Beneficiaries	18	26	1	0	5	0	2

*Note: Data may not be an accurate depiction, as not all households reported optional demographic data and some reported on one of two applications; applicants had the option to select any combination of demographics.



City of Fort Bragg

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

Text File

File Number: 23-274

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: A.

Receive Report and Consider Adoption of City Council Resolution Approving Agreement with the Regents of the University of California and Authorizing the Mayor to Execute Agreement (Amount Not to Exceed \$89,000; Account No. 337-5080-0630); and Finding the Project Exempt from CEQA under 14 CR 15268



AGENCY: City Council
MEETING DATE: September 11, 2023
DEPARTMENT: Public Works
PRESENTED BY: S. McCormick
EMAIL ADDRESS: smccormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Cooperative Agreement with the Regents of the University of California and Authorizing Mayor to Execute Agreement (Amount Not to Exceed \$89,000; Account No. 337-5080-0630); and Finding the Project Exempt from CEQA under 14 CCR 15268

BACKGROUND:

The U.S. Congress established the National Sea Grant Program in 1966. It consists of a federal partnership between the National Oceanic and Atmospheric Administration (NOAA) and 34 university based programs in every coastal and Great Lakes state, Puerto Rico, and Guam and works to create and maintain a healthy coastal environment and economy. In the early 1970s, the University of San Diego Scripps Institute of Oceanography championed the creation of a California state program to better leverage state resources. California Sea Grant (CASG) is currently celebrating its 50-year anniversary and is the largest program of its type in the United States.

CASG partners with NOAA and universities throughout California to “provide integrated research, extension, outreach, and education to help Californians balance diverse interests that intersect with coastal and marine environments, and adapt to changing conditions and needs”. This is accomplished with high impact research, outreach, fellowship, communication activities and by building partnerships across diverse constituencies both within and outside of California.

The CASG Extension Program is comprised of a team of experts with diverse areas of expertise in sustainable fisheries and aquaculture; resilient coastal communities and economies; healthy coastal ecosystems; and education, training, and public information. City staff has been fortunate to work closely with several extension specialists, in particular Luke Gardner who teaches graduate level courses in aquaculture at Moss Landing Marine Laboratories (Att 2 – May 2022 Blue Economy Symposium Summary).

Gardner, along with three other specialists working from Scripps, CalPoly San Luis Obispo, and CalPoly Humboldt have committed to co-mentor a Coastal Mendocino Extension Fellow with the City’s Special Project Manager (Att 1 – Fellowship Announcement) and to assist with regional blue economy initiatives, specifically, the development of the Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan.

ISSUE:

The City of Fort Bragg entered into Standard Grant Agreement Number LCP-22-07 with the California Coastal Commission in the amount of \$898,990 to develop the Noyo Harbor Blue

AGENDA ITEM NO.

Economy Visioning, Resiliency, and Implementation Plan as well as a revision to the City's Local Coastal Program (LCP) to reflect findings in subject report.

The City's Special Projects Manager is tasked to coordinate and implement this important planning effort. To support City staff, CASG has offered to place a 2-year CASG fellow in City Hall. The primary objective for the Coastal Mendocino Fellowship is to: 1) support baseline information collection and synthesis for blue economy planning in Mendocino County with a specific focus on Noyo Harbor; 2) support communication and engagement activities to identify socio-cultural and economic needs important to the future resilience of the region's communities; and 3) assist in the development and writing of the draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan.

ANALYSIS:

The attached cooperative agreement has been reviewed and approved as to form by legal counsel to the City and the Regents of the University of California, on behalf of Scripps Institution of Oceanography at the University of California San Diego campus. Luke Gardner, Kevin Johnson, Laura Engeman, and Laurie Richmond have agreed to work with City staff to mentor the selected fellow. The City's matching portion of funds to cover the costs of fellow is in an amount not to exceed \$89,000.

RECOMMENDED ACTION:

Adopt Resolution authorizing the Mayor to execute a cooperative agreement with the Regents of the University of California and find the project exempt from CEQA under 14 CCR 15268.

ALTERNATIVE ACTION(S):

Request additional information.
Provide alternative direction to staff.

FISCAL IMPACT:

This project budgeted \$500,000 in the FY 23/24 budget. Grant funds cover costs associated with this project.

GREENHOUSE GAS EMISSIONS IMPACT:

Negligible.

CONSISTENCY:

The following agencies share responsibility for the Noyo Harbor: Noyo Harbor District, Mendocino County, California Coastal Commission, Dept. of Fish and Wildlife, Dept. of Boating and Waterways, and the U.S. Army Corps. Of Engineers, and the City of Fort Bragg. The City's Local Coastal Plan contains several goals, policies, and programs directly related to Noyo Harbor, including, but not limited to:

Policy SF-4.5: Planning for Noyo Harbor Sea Level Rise Resilience. Work with the County of Mendocino to improve harbor resilience to Sea Level Rise and discourage long term investment after 2100 in areas vulnerable to impacts.

Program SF-4.5.1: Explore the feasibility of establishing an alternative access road to the North Harbor.

Program SF-4.5.3: Consider rezoning portions of the Urban Reserve on the Mill Site with “Ocean Dependent” zoning, to provide an upland area suitable for harbor activities such as fish processing, boat building, etc.

Program SF-4.5.4: On a regular basis, work with Mendocino County and resource agencies to establish collaborative approaches to develop adaptive strategies to address the effects of Sea Level Rise in the Noyo Harbor. Collaborative efforts will include planning for shorter term adaptation strategies like elevation, flood proofing, etc.

Program OS-15.1.2: Work with the California Coastal Conservancy to assure that the proposed access improvements and public facilities identified in the Noyo Harbor Plan are provided on the banks of the Noyo River.

Program C-9.1.1: Evaluate the economic and environmental feasibility of acquiring an access route to Noyo Harbor using existing road alignments extended onto the Mill Site.

Policy C-9.2: Improve Existing North Harbor Drive. Consider improvements to North Harbor Drive to increase the efficient use of the street and improve safety for vehicles and pedestrians. Any improvements to North Harbor Drive shall be consistent with all applicable policies of the LCP including, but not limited to, the wetland, environmentally sensitive habitat area, public access, and visual protection policies.

Program C-9.2.1: Develop a plan to improve North Harbor Drive by enlarging lane widths and constructing a sidewalk along one side of the street.

Policy LU-6.1: Standards for Noyo Harbor Industrial Development. Limit industrial development in the Noyo Harbor to uses which:

- a) are coastal-dependent uses or aquaculture, giving priority to commercial fishing activities;
- b) do not generate excessive traffic on City streets, such as South Street, North Harbor Drive, and Cypress Street;
- c) do not interfere with existing coastal-dependent industry, especially commercial fishing; and
- d) are consistent with applicable LCP policies, including but not limited to LCP policies regarding the protection of public access and recreation, visual resources, and environmentally sensitive habitat areas, and Coastal Act public access policies.

Program LU-6.1.1: Work with the County of Mendocino, the Noyo Harbor District and other agencies to develop and adopt a Noyo Harbor Plan establishing standards for conservation and development for the entire Noyo River drainage area.

Policy LU-7.1: Annexation of Noyo Harbor. Consider annexation of the Noyo Harbor.

Program LU-7.1.1: Encourage the preparation of a specific plan for the Noyo Harbor with the cooperation and involvement of the Noyo Harbor District, the County of Mendocino, local property owners, and appropriate State agencies. Include in the specific plan policies that continue to give priority to coastal- dependent land uses such as commercial fishing, recreational boating, and related commercial uses, while increasing the range of visitor-serving uses on parcels not located directly on the coast or the Noyo River.

Program LU-7.1.2: Work with the County of Mendocino to improve emergency vehicle access and to establish a secondary access route to Noyo Harbor.

Policy LU-7.2: Facilities serving the commercial fishing and recreational boating industries shall be protected and, where feasible, upgraded. Existing commercial fishing and recreational boating harbor space shall not be reduced and shall be protected unless written findings are made that present and foreseeable future demand for the facilities that could be accommodated on the property is already adequately provided for in the area. Proposed recreational boating facilities shall, where feasible, be designed and located in such a fashion as not to interfere with the needs of the commercial fishing industry.

Policy LU-7.3: Increased recreational boating use of coastal waters shall be encouraged, in accordance with this division, by developing dry storage areas, increasing public launching facilities, providing additional berthing space in existing harbors, limiting non- water-dependent land uses that congest access corridors and preclude boating support facilities, providing harbors of refuge, and by providing for new boating facilities in natural harbors, new protected water areas, and in areas dredged from dry land.

Policy LU-8.2: No intake or discharge lines shall be placed above ground within the Harbor District, the adjoining tidelands and submerged lands of the Noyo River, or on the face of coastal bluffs, unless all other alternatives have been demonstrated to be infeasible or more environmentally damaging. Alternatives to be evaluated shall include, but not be limited to: (1) placing lines underground through use of directional drilling or trenching, (2) using closed-loop aquaculture systems that do not require offshore intake and discharge lines, and (3) connecting discharge lines to the existing sanitary sewer system. If all other alternatives have been demonstrated to be infeasible or more environmentally damaging and intake or discharge lines must be placed above ground within the Harbor District and the adjoining tidelands and submerged lands of the Noyo River, or on the face of coastal bluffs within the Timber Resources Industrial district, the lines shall be placed in the least environmentally damaging feasible location and in a manner that will not interfere with Noyo River navigation, existing recreational boating facilities, and coastal dependent industry, especially commercial fishing facilities.

Policy LU-8.3: Any intake or discharge lines allowed to be placed above ground within the Harbor District and the adjoining tidelands and submerged lands of the Noyo River shall be removed upon abandonment of the aquaculture development or facility it was installed to serve.

IMPLEMENTATION/TIMEFRAMES:

Cooperative Agreement would be executed following Council approval, and the length of the assignment is 24 months beginning on or shortly after October 1, 2023.

ATTACHMENTS:

1. Fellowship Announcement
2. May 2022 Blue Economy Symposium Summary
3. Resolution
4. Cooperative Agreement
5. LCP-22-07

COASTAL MENDOCINO EXTENSION FELLOWSHIP – REQUEST FOR APPLICATIONS

Application Deadline: Aug 18, 2023

Contact Name: Luke Gardner

Contact Email: lgardner@ucsd.edu

OVERVIEW

The coast of Mendocino supports the livelihoods, lifestyle, and culture of many communities through its working waterfronts. Jobs and the welfare of the community are closely tied to the region's water-dependent activities, identity and cultural and economic heritage. Today's Mendocino communities face tough resilience challenges including extreme weather events, changing climate and ocean conditions, and the continued viability of waterfronts, marine-based industries and cultural resources.

At the same time, Mendocino's interconnected coastal culture and communities represent a great opportunity for developing a blue economy strategy that embraces climate resiliency and enables these communities to remain economically and culturally vibrant. In 2022, the [Blue Economy Symposium and Learning Festival \(https://visitfortbraggca.com/blue-economy/\)](https://visitfortbraggca.com/blue-economy/) led to the formation of the Noyo Ocean Collective, a unique partnership uniting the City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo Indians, Mendocino College, West Business Development Center and Noyo Center for Marine Science. The Noyo Ocean Collective and its partner entities are beginning to plan and support coastal resilience strategies that include adaptation, restoration, and transitional support for habitats and populations.

To support these efforts, California Sea Grant and the City of Fort Bragg are partnering to host a **24-month Coastal Mendocino Extension Fellowship**. The fellow will help to inform the development of the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan. This will include collecting data, conducting analyses and integrating this information into planning. The fellow will also help coordinate and conduct community engagement to share information and solicit input on science results and planning concepts. The position will be physically based in Fort Bragg, CA and the fellow will be part of the City of Fort Bragg special projects team. The fellow will also be a member of the California Sea Grant extension team and jointly mentored by a team of four California Sea Grant [Extension Specialists](https://caseagrants.ucsd.edu/extension-outreach) (<https://caseagrants.ucsd.edu/extension-outreach>).

PROJECT OBJECTIVES AND TASKS

The primary objectives for the **Coastal Mendocino Extension Fellowship** are to: 1) support baseline information collection and syntheses for blue economy planning in Mendocino County, with a specific focus on Noyo Harbor; 2) support communication and engagement activities to identify socio-cultural and economic needs important to the future resilience of the region's communities; and 3) assist in the development and writing of the draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan.

The following are several tasks to be carried out during the two-year fellowship. Applicants are not expected to have prior demonstrable expertise in all of the listed tasks. Technical leadership for some of the tasks will be completed by third party consultants with the expectation that the fellow will help to gather and synthesize information needed to complete the tasks. However, applicants should specify in their education and goal statement their interests in coastal management science and policy and/or blue economy development and how the fellowship would support their career goals.

- 1. Solicit and synthesize community input on blue economy and coastal resilience concepts, vision, and relationships between local services, community and industries.** The Fellow will co-manage implementation of a communication and engagement plan (CEP) with City staff. The CEP serves as the project charter for the overall planning work related to the Noyo Harbor Blue Economy Visioning, Resilience and Implementation Plan. This will involve supporting the development and implementation of robust and inclusive techniques to solicit community knowledge and perspectives such as surveys, interviews, focus groups, photo collection, workshops, and visual media. The Fellow will also support training and coordination of a community outreach team that will be hired as part of this planning effort, and provide summaries of input collected and project information that will be posted on websites, social media, or other relevant media outlets.
- 2. Support the collection and synthesis of baseline information for the Blue Economy Visioning, Resiliency, and Implementation Plan.** Comprehensive baseline information about the existing environmental, physical, and socio-economic conditions of the region's working waterfronts is needed to prepare the communities for a changing climate and position the region for sustainable blue economy investment. The fellow will collect and synthesize data, conduct analyses to identify research gaps, and co-develop science

communication tools to share this information with community members and the Blue Economy planning team. The fellow is expected to contribute to some extent to the following science topics for the focus of their task 2 activities:

- **Aquaculture:** A component of developing the Blue Economy Visioning Plan is to explore the feasibility of shellfish aquaculture to support fisheries and marine restoration activities. The fellow will complement this effort by collecting a wide array of observations on coastal water conditions, local and traditional fisheries knowledge, shellfish survival, growth, health safety, land uses and future climate projections to serve as baseline data for exploring feasibility. The fellow may also support assessments of harbor facilities, financing and funding, and potential partnerships that would be needed to develop aquaculture facilities.
- **Sea-level rise/coastal hazards:** The County of Mendocino, the City of Ft. Bragg and Noyo Harbor District are collaborating with a hired consultant on a coastal hazard risk assessment including sea-level rise, tsunami, storm, and erosion risks. The Fellow will complement this effort by collecting and synthesizing local perspectives and experiences related to past flooding and erosion from community members, researchers, and local coastal management entities. This information will help to provide enhanced projections of sea-level rise, flooding and erosion and provide baseline information for community adaptation planning and hazard preparedness. Combined with Task 1, the fellow may also meet with community members to solicit input on flood and erosion risks, as well as priorities and ideas for adaptation, infrastructure upgrades, and resiliency in public services.

3. Support the development of a draft Blue Economy Visioning, Resiliency, and Implementation Plan from information gained during tasks 1-2. The fellow will support the Noyo Collective partners in writing up the plan, including identifying Blue Economy opportunities and limitations, potential adaptation and resiliency measures based on the site-specific data, and a suite of potential projects to pursue in and around the region. The fellow will also help conduct outreach on the Draft Plan to the community and stakeholders in advance of finalization and facilitate meetings with local government offices to get input.

Accomplishment of these tasks and outreach on findings and final products will require the Fellow to interface with academic institutions and researchers, Tribal, local, state, and federal government, local community members and nonprofit partners. Some tasks will be self-guided, others will be performed in close coordination with California Sea Grant and City of Fort Bragg staff. The Fellowship work is expected to be conducted largely in-person at the City of Fort Bragg offices.

Professional growth opportunities are a key component of Extension Fellowships at California Sea Grant. This position is expected to assist the Fellow with expanding their understanding of multiple science disciplines and the intersection of policy areas relevant to coastal resilience concepts. The Fellow will also learn about various careers through informal interviews, Sea Grant colleague networking, and workshop settings. Other professional development opportunities will include training opportunities, workshop planning and facilitation, project management, and science communication.

ELIGIBILITY

Applications may be submitted by a graduate who has completed their degree (Masters, Ph.D., or J.D) ideally in a cross-cutting social and natural science field such as coastal/marine resource policy and management, economics, fisheries/aquaculture, oceanography, coastal or marine ecology or biology, civil or coastal engineering, natural resource management, environmental science and/or conservation, human ecology, or coastal land use policy or law at any accredited U.S. institution of higher education. **The Fellow must complete all degree requirements before starting the fellowship.**

Sea Grant is committed to increasing the diversity of the Sea Grant workforce and of the communities we serve. Sea Grant embraces individuals of all ages, races, ethnicities, national origins, gender identities, sexual orientations, disabilities, cultures, religions, citizenship types, marital statuses, job classifications, veteran status types, and income, and socioeconomic status types. Sea Grant is committed to building inclusive research, extension, communication and education programs that serve people with unique backgrounds, circumstances, needs, perspectives and ways of thinking.

STIPEND AND EXPENSES

The fellow will receive \$125,472 in stipend (\$5,228/month) to cover living expenses and health insurance premiums for the 24-month assignment. Additional funds of up to \$10,000 can be reimbursed to cover travel for any California Sea Grant coordinated in-person meeting and other fellowship related travel. Health insurance is mandatory for the full length of the fellowship award (24 months).

LENGTH AND LOCATION OF ASSIGNMENT

The length of the assignment is 24 months (non-renewable) beginning on or shortly after October 1, 2023. The fellowship is expected to be in-person located in Fort Bragg CA.

APPLICATION

- Resume/curriculum vitae (not to exceed two pages using 12-point font).*
- A personal education and career goal statement that emphasizes the applicant's abilities and interest in coastal science and management. **The applicant should identify their specific interest in blue economy plan development and community resilience** and include any relevant experience. This can include research and/or professional experience with working waterfronts, climate hazards and adaptation, aquaculture/fisheries, or the integration of socio-economic knowledge into resource management and decision making processes (1,000 words or less).
- Two to three professional references, including one from someone who is most familiar with the applicant's academic career

Personal information (birth dates, addresses, student ID numbers, social security numbers, etc.) should be redacted from all application materials **before it is submitted through eSeaGrant.*

HOW TO SUBMIT AN APPLICATION

The electronic files comprising your application must be submitted as PDFs using eSeaGrant (<https://eseagrant2.ucsd.edu/>), California Sea Grant's online submission portal.

You will need to register for an account (click on the banner labeled "Register") in eSeaGrant if you have not done so in the past year. You can change the randomly generated password once you log in successfully into the website. To apply for this fellowship, click on the eSeaGrant (<https://eseagrant2.ucsd.edu/>) link for the Coastal Mendocino Extension Fellowship, and select "Add Fellowship Application" to start the application process.

Please make sure to include your last name in the file names for each section of the proposal (e.g., Smith_statement.pdf or Smith_cv.pdf). When naming the document please do not use apostrophes. Once submitted through the website, PDFs may not be edited. To change a PDF, it must be deleted and resubmitted.

For electronic files larger than 6 MB, contact sgproposal@ucsd.edu (<mailto:sgproposal@ucsd.edu>) to make other arrangements. Only Acrobat documents (pdf) are accepted.

For technical issues with submitting your application through eSeaGrant please contact sgproposal@ucsd.edu (<mailto:sgproposal@ucsd.edu>).

Application Deadline: 5:00 PM PST Monday, August 18th, 2023.

NOTE: the eSeaGrant proposal portal will automatically close at the date and time stated above, and late applications (even 1 minute late) cannot be accepted. We strongly encourage applicants to log into eSeaGrant well before the deadline and not wait to submit until the last day. eSeaGrant can experience delays during submission so please be aware. It is your responsibility to get materials submitted before the deadline.

SELECTION

Selection of the finalists is made by staff of the California Sea Grant College Program and the City of Fort Bragg based upon review of written application materials and interviews (Zoom or phone) of a subset of applicants.

Selection criteria used by California Sea Grant include:

- Diversity and appropriateness of academic and professional background and experience (30%)
- Statement representation of communication skills, career goals, experience with and interest in collaborating with people from diverse backgrounds (30%)
- Academic and professional ability, demonstrated by career stage, listed publications, and presentations (20%)
- Additional qualifying experience (e.g., awards, trainings, certifications, volunteer committees or work) (15%)
- References (5%)

Please note that California Sea Grant will not cover expenses incurred during interviews since traveling is not required to interview.

TIMELINE

- **August 18, 2023 5:00 PM:** Fellowship applications due
- **August 21-25, 2023:** Screening of fellowship applications
- **August 28 - September 1, 2023:** Interviews
- **September 8, 2023:** Candidate notified
- **October 1, 2023:** Fellowship begins

CONTACT

For general questions about the California Sea Grant Coastal Mendocino Extension Fellowship, please contact:

Luke Gardner

Aquaculture Extension Specialist

lgardner@ucsd.edu

831-771-4429

For eSeaGrant application question, please contact:

Delanie Medina

Fellowship Program Coordinator

sgproposal@ucsd.edu (<mailto:sgproposal@ucsd.edu>)

858-246-5269

[SUBMIT APPLICATION \(HTTPS://ESEAGRANT2.UCSD.EDU/\)](https://ESEAGRANT2.UCSD.EDU/)

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(<https://noaa.gov>)



(<https://scripps.ucsd.edu>)

(<https://www.facebook.com/pages/California-Sea-Grant/152434827994>)

(<https://twitter.com/CASeaGrant>)

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CONTACT US

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Summary & Key Takeaways from the 2022 Blue Economy Symposium & Learning Festival

In order to consider the needs and potential for developing a vibrant ocean-based economy on the Mendocino Coast, the Blue Economy Symposium & Learning Festival was held on May 19–22, 2022.

For context, the National Oceanic and Atmospheric Administration has described the New Blue Economy as “a knowledge-based economy, looking to the sea not just for extraction of material goods, but for data and information to address societal challenges and inspire their solutions.”

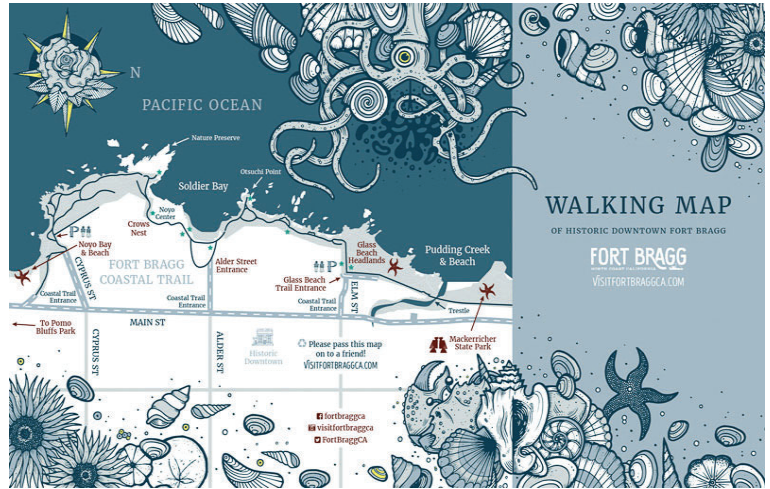
California Sea Grant Specialists Luke Gardner and Kevin Marquez Johnson collaborated with Sarah McCormick, the Assistant City Manager of Fort Bragg, to convene a two-day symposium, followed by a two-day learning festival with numerous activities occurring citywide.

The symposium focused on multiple aspects of the blue economy, including sustainable fisheries, commercial and conservation aquaculture opportunities, education, job training, and the infrastructure needs of Fort Bragg and neighboring Noyo Harbor District.



This event highlighted the importance of working waterfronts in coastal resiliency planning and resulted in several significant developments. For instance, discussions and takeaways from the symposium prompted the City to apply for grant funds from the California Coastal Commission, which has since awarded \$898,990 to support the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan.

A second major development resulting from the Blue Economy Symposium & Learning Festival was the formation of a new regional coalition: the Noyo Ocean Collective — a partnership between the City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo Indians, Mendocino Coast College, West Business Development Center and Noyo Center for Marine Science.



Below is a summary of key discussions and takeaways from the 2022 Blue Economy Symposium. The recap order follows the structure and chronological order of the symposium itself, ending with a consideration of future actions to take.

Takeaways from Day One’s Keynote Speech

Keynote speaker: **Paula Sylvia**, Program Director, Aquaculture & Blue Technology Program

- ▶ California’s Blue Economy has a \$42.4 billion economic impact.
- ▶ Blue economy businesses have increased annual revenues by 18% and jobs by 163% over the past 10 years, despite COVID impacts.
- ▶ Ports and harbors are uniquely positioned to develop blue economic activity, as they are often afforded governing roles as special districts and take responsibility for many roles including landlords, regulators and environmental stewards. They are also excellent facilitators with expertise in permitting and supporting public/private partnerships.
- ▶ The Port of San Diego initiated a Blue Economy Incubator Program to explore environmental and economic opportunities, as well as diversify their portfolio of businesses. Initially, this involved a programmatic environmental impact report to assess pre-permitting and provide an environment for businesses to engage in the blue economy.
- ▶ The Port of San Diego’s Blue Economy Incubator provides physical pilot space for nine companies involved in technology, remediation, aquaculture and infrastructure.



Infrastructure Discussion Summary

Facilitator: **Sarah McCormick**, Assistant City Manager, City of Fort Bragg

Speakers: **Sarah McCormick**, City of Fort Bragg; **Radhika deSilva**, ASA Analysis and Communication Inc.; **Tim Hogan**, TWB Environmental Research; **Anna Neumann**, Noyo Harbor District.

In an effort to develop a diverse and resilient economy, the City of Fort Bragg initiated a regional conversation to explore how emerging blue economy opportunities could transform the Mendocino Coast.

This session focused on potential infrastructure needs of the City and Noyo Harbor District, including municipal ocean water infrastructure to support aquaculture, aquariums and research, as well as several projects identified in the Noyo Harbor Community Sustainability Plan (2019).

These specific details were raised and discussed during the session:

- ▶ Engineering and environmental consultants considered ocean water supply infrastructure needs for research, restoration, education and commercial purposes with end users Blue Economy Innovation Center and Noyo Center for Marine Science in mind.
- ▶ The permitting and building of ocean water supply and discharge infrastructure is significant in effort and cost; it is guided primarily by the State Water Board Ocean Plan and the Marine Protection Act.
- ▶ A surface ocean water intake system capable of pumping up to 1,000,000 gal/day with a 1 mm mesh screen to reduce organism entrainment is the current recommended configuration. The proposed discharge system would use existing wastewater treatment plant infrastructure and thus already conforms with several regulatory requirements.
- ▶ Noyo Harbor Community Sustainability Plan identified 11 major infrastructure projects to improve harbor functionality. These are for current user needs as well as projected needs for when the blue economy continues to develop in Fort Bragg.
- ▶ Investments into new and improved infrastructure will boost local fisheries and potentially attract new processors and fish buyers to the area.
- ▶ The most pressing harbor infrastructure need is a fuel dock. Noyo Harbor is the only marina in California without a fuel dock, hindering the range of commercial and recreational fishers who operate out of Fort Bragg. Lack of suitable harbor infrastructure deters regional recreational and commercial fishers from stopping in Noyo Harbor during extended fishing trips.



Fisheries and the Blue Economy Panel Summary

Facilitators: **Carrie Pomeroy**, UC Santa Cruz and **Jocelyn Enevoldsen**, Cal Poly Humboldt

Speakers: **Bob Juntz**, Ocean Fresh Seafood; **Dan Platt**, Commercial Fisherman + Noyo Harbor Tours; **Grant Downie**, Commercial Fisherman; **Kevin Browning**, Ambush Charters; **Scott Hockett**, Commercial Fisherman + Noyo Fish Company

Fort Bragg fisheries have a rich, vibrant history and are an important part of the identity of the community. Local fishermen and seafood business operators participated in a panel discussion, sharing their perspectives on the fishing industry at Fort Bragg, including its cultural and socioeconomic significance and infrastructure needs.

The panelists represented commercial and recreational fisheries — including urchin divers, groundfish fishermen, charter boat operators and seafood processors — and collectively brought generations of knowledge and experience to the discussion. **Here are some key takeaways:**



- ▶ Fort Bragg's commercial and recreational fisheries, centered at Noyo Harbor, have persisted despite environmental, regulatory, social and economic challenges.
- ▶ A series of events beginning with the federal groundfish fishery disaster in 2000, followed by increasingly limited access to fishery permits and fishing grounds as well as kelp loss, have led to a substantial decline in commercial fishery participation.
- ▶ Noyo Harbor lacks essential fishery-support infrastructure — notably a fuel dock and ice machines — hampering local commercial and recreational fisheries, businesses and the larger harbor economy, including tourism.
- ▶ Locally-informed action to address these needs coupled with the broader ocean and coastal community's commitment and external support are key to sustaining and enhancing Fort Bragg's fisheries and the larger blue economy.
- ▶ While efforts to remove and ranch purple urchins through shore-based aquaculture are potentially helpful for addressing kelp forest loss, some in the fishing community see kelp outplanting as critical to helping the natural system.



Education, Entrepreneurship and Job Force Training Session

Facilitator: **Sheila Semans**, Executive Director for Noyo Center for Marine Science

Speakers: **Sheila Semans**, Noyo Center for Marine Science; **Mary Anne Petrillo**, West Business Development Center; **Shauna Oh**, California Sea Grant; **Tim Karas**, Mendocino College Coast Center

Developing a blue economy requires people, to put it simply. This session covered existing and proposed educational pathways for fishers and aquaculturists, as well as the barriers and opportunities for blue economy entrepreneurship and industry diversification. **These were some major discussion points:**

- ▶ Many challenges face blue economy entrants, including financing, a lack of mentorship from existing participants — in the fishing industry particularly — and an uncertain job market.
- ▶ The blue economy will be best supported by networks of institutions working together. Examples include California Sea Grant, local colleges, community centers and industry participants such as fishers.
- ▶ To bolster the county's economy, it will be essential to develop the required infrastructure by committing the resources and creating public-private partnerships that focus on economic diversification and innovative small business expansion.
- ▶ California Sea Grant apprenticeship programs look to train and guide a new generation of fishers and aquaculturists.



Brief Recap of Day Two's Keynote Speeches

Keynote speakers:

State Controller Betty Yee spoke about the role of the blue economy in revitalizing and increasing economic resilience for the community of Fort Bragg.

Rep. Jared Huffman — Chair of the Natural Resources Subcommittee on Water, Oceans and Wildlife — spoke about the KERP Act he introduced to help fund the conservation, restoration and management of kelp along the coast of California.

Aquaculture Session Summary

Facilitator: **Luke Gardner**, Extension Specialist with California Sea Grant

Speakers: **Randy Lovell**, California Department of Fish and Wildlife; **Gregory Barbour**, Hawaii Ocean Science + Technology Park; **Severino Gomes**, Kashia Band of Pomo Indians



Aquaculture is the fastest-growing food production system in the world and a priority for meeting increased demands for sustainable seafood.

This session included information about the current state of the aquaculture industry and permitting in California, a presentation from an existing aquaculture technology park in Hawaii, and a perspective from the Kashia band of Pomo Indians on the process of establishing an aquaculture operation in California. **Here are some key takeaways:**

- ▶ Existing aquaculture parks have created operational and economic models that are proven to work and are positive influences on aquaculture development and local economies.
- ▶ Indigenous communities are increasingly interested in aquaculture for the purposes of serving cultural needs, stewardship, food security and economic development.
- ▶ There are significant hurdles, both in terms of permitting and infrastructure, to aquaculture in California. Despite significant public interest, few new aquaculture ventures have been established recently in California. With planning and support it is possible to establish an aquaculture operation, but this is often beyond the capacity of small, prospective operators.
- ▶ For new aquaculture ventures to be realized in the near term, it will require significant collaboration between private entities as well as cooperation from local governments.



Conservation Aquaculture Discussion Summary

Facilitators: **Kevin Marquez Johnson**, Extension Specialist with California Sea Grant

Speakers: **Gina Contollini**, California Sea Grant; **Norah Eddy**, The Nature Conservancy; **Alyssa Frederick**, UC Davis Postdoc; **Gary Fleener**, Hog Island Oyster Company

Conservation aquaculture practices are increasingly common throughout California, with new opportunities bringing together commercial and conservation aquaculturists. Talks highlighted ongoing aquaculture efforts to restore kelp forests, sunflower sea stars and white abalone, as well as how commercial oyster aquaculture can support the recovery of native Olympia oysters in California. **Below are a few key points from the session:**

- ▶ The best methods for supporting kelp forest recovery with conservation aquaculture are still in development. These methods include both outplanting hatchery-produced juvenile kelp and reintroducing cultured sunflower sea stars to control urchin populations. Together they may eventually provide crucial tools for restoring the kelp forests of Northern California.
- ▶ Conservation aquaculture for restoring White abalone populations has enabled the first re-introduction of White abalone into the wild in California.
- ▶ Commercial aquaculture operations contribute to restoration goals by increasing population sizes on their leases while commercially cultivating the native Olympia oyster.



Commercial Aquaculture Discussion Summary

Facilitators: **Luke Gardner**, Extension Specialist with California Sea Grant

Speakers: **Dan Gossard**, Monterey Bay Seaweeds; **Leslie Booher**, Sunken Seaweeds; **Doug Bush**, The Cultured Abalone Farm; **Peter Struffenegger**, Urchinomics

Commercial aquaculture is a diverse industry in California, represented in 53 of the 58 counties. It includes both marine and freshwater species, farm algae, shellfish and fin fish, and uses a variety of methods.

This session featured several seaweed and shellfish aquafarmers who presented their business operations and histories as examples of current commercial aquaculture in California and industry needs. They discussed the process of permitting, market development, and partnering with educational institutions and ports to establish their businesses and develop technologies.

Initiating an aquaculture business is an expensive and lengthy process. A suggestion discussed for a successful starting point is finding and partnering with existing institutional aquaculture partners — such as ports and harbors or universities. For a service fee, those entities can provide infrastructure and permitting needs to new entrants that can help to defray prohibitive startup costs.



Symposium Summary and Next Steps

In all, the Blue Economy Symposium at Fort Bragg offered a chance for community stakeholders, agencies, and experts in fishing, education and aquaculture to come together and share information about the current state of the blue economy as well as visions for future directions for the Fort Bragg community.

There is a clear need for and interest in collaboration and continued communication to expand the blue economy in Fort Bragg. Many blue economy undertakings will require new infrastructure — in addition to the projects already under consideration by the City of Fort Bragg and the Noyo Harbor District. Future development should go hand-in-hand with current efforts.

The Blue Economy Symposium started the process of establishing a **clear vision for the future of the blue economy** and identified paths forward and partnerships to help Fort Bragg reach its goals. Next steps in this effort include:

Preparing a Visioning, Resiliency & Implementation Plan for Noyo Harbor

With momentum and regional support from the symposium, the City requested and was awarded \$898,990 from the California Coastal Commission to perform an analysis that will support informed decision-making. The first step is to develop an effective communication and engagement plan for the community.



Grant funds will also be utilized to prepare a Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan. This plan will provide baseline information, identify opportunities and limitations, and develop site-specific adaptation and resiliency measures. It will also identify potential projects, partners and funding sources for blue economy investment.



Harnessing the Power of Partnership with Noyo Ocean Collective

The regional collaboration formed between the City of Fort Bragg, Sherwood Valley Band of Indians, Noyo Harbor District, Mendocino College, West Business Development Center and Noyo Center for Marine Science will continue to find opportunities to partner and support blue economy innovation in the area.

Since the symposium, Noyo Ocean Collective has been actively engaged in the Redwood Region's planning for the funding of California's Community Economic Resiliency Fund Program. Identified regional projects include design and entitlements for Noyo Center for the Marine Science facility on the former mill site; several blue economy investments in and around Fort Bragg, such as completing studies needed prior to construction for permitting a municipal ocean water intake/discharge facility; the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan; and an innovative pilot project involving passive wave-generated desalination buoy technology.



Developing the Noyo Center for Marine Science

The Fort Bragg community identified a marine science and education center as a high priority for reuse of the former Georgia Pacific Mill Site. The City authorized funding to develop a feasibility study, incubated the nonprofit in city hall and transferred 11.64 acres of property on the Mill Site for a facility.

The Noyo Center for Marine Science receives ongoing financial support through a collected transient occupancy tax. In addition, in September 2022, the U.S. Department of Commerce invested \$825,230 in American Rescue Plan funds to support design work and develop a business plan for a facility on the Noyo Headlands.



Launching a Pilot Aquaculture Project

To support permitting for an aquaculture hub, Environmental Defense Fund (EDF) facilitated a request for fiscal year 2023 federal earmarked funds. The request was coordinated between EDF, San Jose State University's Moss Landing Marine Laboratories, the Port of San Diego's Aquaculture and Blue Technology Incubator, Kasha Band of Pomo Indians, Noyo Center for Marine Science, Mendocino College, and the City of Fort Bragg.

“It’s said that a rising tide lifts all boats, and that’s a good way to think about the Blue Economy.”

Overall:

The main outcome of the Blue Economy Symposium and Learning Festival was a collective awareness of both the opportunities and challenges facing the growth of a sustainable, ocean-based economy on the Mendocino Coast. Partners came away from the symposium enthusiastic about the potential for further developing a successful blue economy in the area.

New opportunities continue to arise from the symposium. The City of Fort Bragg, for example, recently partnered with Oneka Technologies to deploy a desalination system that uses wave energy to turn seawater into fresh water. With a \$1.5 million grant from the California Department of Water Resources to demo Oneka's buoy technology, Fort Bragg is taking early steps to test this promising desalination project.

The projects and strategies being tried on the Mendocino Coast have the ability to reach beyond the region because sustainable change comes from trial and error, research, and the sharing of best practices. As the Visit Fort Bragg website notes, “It’s said that a rising tide lifts all boats, and that’s a good way to think about the Blue Economy.”



**SEA GRANT FELLOWSHIP AGREEMENT
BETWEEN THE CITY OF FORT BRAGG
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is made by and between the City of Fort Bragg ("Sponsor") located at 416 N Franklin Street, Fort Bragg, CA 95437, and The Regents of the University of California, on behalf of Scripps Institution of Oceanography at the University of California, San Diego campus ("University") located at 9500 Gilman Drive, La Jolla, California 92093-0210.

WHEREAS, it is in the mutual interest of Sponsor and University that the Sponsor host a California Sea Grant State Fellow selected from the fellowship program administered by the University ("Program");

WHEREAS, Sponsor submitted a Host Application to the California State Fellowship Program and Sponsor desires to host said fellow;

NOW, THEREFORE, the parties agree as follows:

Schedule - The Program shall be conducted in accordance with the Sponsors Grant Agreement No. LCP-22-07 with the California Coastal Commission (Exhibit A) attached hereto and incorporated into this Agreement by this reference solely for the purpose of describing the activities of Task 3 to be performed under this Agreement. The Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan activities shall be carried out during the Period of Performance, namely 9.15.2023 through 9.15.2025 unless extended or terminated as herein provided.

Program Director ("PD") - The fellowship is to be administered by University under the direction of Dr. Shauna Oh, who will be responsible for the direction of the Program, including all budgeting and revisions to the Budget, in accordance with applicable University policies.

Budget – Sponsor shall support the Program by an award of eighty nine thousand dollars (\$89,000). The award amount shall cover a portion of the costs of the Program. University has the authority to rebudget costs from time to time, at the discretion of the PD, as long as the rebudgeting is consistent with the goals of the Program.

If the Period of Performance is more than one year, the balance of any funds remaining at the end of any Program year can be carried over to subsequent years during the period of the Agreement to support the Program. At the end of the Program, if there is a balance of \$100 or less, University may keep the balance. Any unexpended amounts over \$100 will be returned to Sponsor unless the parties agree otherwise.

This award may be used as matching funds by the California Sea Grant College Program.

Payment - Upon execution of this Agreement, Sponsor will provide payment in the amount of eighty nine thousand dollars (\$89,000). Payment will be made by check. Payment shall be identified by proving the above agreement number and Program Director name and mailed to the address as specified by University.

Fellowship Administration – University will be responsible for making all payments to the fellow hosted by Sponsor, using funds provided by Sponsor for this Program. University will confirm that the fellow has purchased or maintained health insurance per requirements set forth by applicable federal or state law. There are no additional deliverables due to the Sponsor for this Program. Travel and reimbursement for travel costs shall be in accordance with the University’s travel policy in effect as of the date the cost is incurred.

Use of name/Publicity – It is agreed by each party that it will not under any circumstance use the name, logo, or marks of the other party, nor the name of any faculty member, employee, researcher, or student of the other party, in connection with any product, service, promotion, news release, advertisement or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual. The foregoing prohibition shall not include the transmission of such information to UC's Regents, Advisory Boards, legal counsel or any of their other formal boards or committees; any historically public accounting of funding sources; any listing by the PD, student or employee in a CV or resume in job-seeking or in documenting "other sources" of support or research experience while proposing other funding for research.

Indemnification – Each party (the "Indemnifying Party") shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents.

Excusable delays – In the event of a delay caused by inclement weather, fire, flood, pandemic, strike or other labor dispute, act of God, act of governmental officials or agencies, or any other cause beyond the control of University, University shall be excused from performance hereunder for the period of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. In the event of any such delay, this Agreement may be revised by changing the performance period and other provisions, as appropriate, by mutual agreement of the parties.

Notice - Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:

University: Judy Cheng
(U.S. Mail) Office of Contract and Grant Administration
Scripps Institution of Oceanography, University of California, San Diego
9500 Gilman Drive, MC 0210
La Jolla, California 92093-0210

(via email): judycheng@ucsd.edu

Sponsor: Sarah McCormick, Special Projects Manager
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437
smccormick@fortbragg.com

Early termination - The parties may mutually agree to terminate this Agreement for any reason.

General Provisions.

Independent Contractors. University and Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.

Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

Prevailing Terms. In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated into this Agreement, the terms of this Agreement prevail.

Entire Agreement. This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

Governing Law. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement or the Project will be adjudicated in the State of California.

Electronic Copies, Signatures, and Amendments or Changes. The parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. For purposes of this Agreement and any subsequent modifications, "original signature" shall include an ink or electronic signature. Amendments or changes to this Agreement must be in writing and signed by the parties' authorized representatives.

Counterparts. This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

The following authorized party representatives have executed this Agreement, including all its terms and conditions.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

CITY OF FORT BRAGG

By: _____
(signature)

By: _____
(signature)

Name: Elizabeth Meier
Title: Contract and Grant Officer
Scripps Institution of Oceanography, UCSD

Name: Bernie Norvell
Title: Mayor
City of Fort Bragg

Date: _____

Date: _____

EXHIBIT A
LCP-22-07 Grant Agreement

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER LCP-22-07
FEDERAL ID NUMBER 94-6000335

STATE CONTROLLER'S OFFICE IDENTIFIER 3720-LCP2207

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Fort Bragg

2. The term of this

Agreement is: March 31, 2023 Through December 1, 2026 (End Term Date)
 or date of execution

3. The maximum amount
 of this Agreement is:

\$ 898,990.00
 Eight Hundred Ninety-Eight Thousand Nine Hundred Ninety Dollars & No Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	9 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

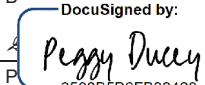

GRANTEE		California Coastal Commission Use Only <input checked="" type="checkbox"/> This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Fort Bragg		
BY (Authorized Signature) DocuSigned by: 	DATE SIGNED (Do not type) 04/07/2023	
P 3508B5B6FB39420... LE OF PERSON SIGNING Peggy Ducey, City Manager		
ADDRESS 416 N Franklin Street, Fort Bragg CA 95437		
STATE OF CALIFORNIA		
AGENCY NAME California Coastal Commission		
BY DocuSigned by: 	DATE SIGNED (Do not type) 04/07/2023	
PF F089034704B5459... SON SIGNING Madeline Cavalieri, Deputy Executive Director		
ADDRESS 455 Market Street, Suite 200, Room 228, San Francisco, CA 94105		

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	Grantee: City of Fort Bragg
Name: Kelsey Ducklow ("Grant Manager")	Name: Sarah McCormick
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 416 N Franklin Street Fort Bragg, CA 95437
Phone: (415) 904-2335	Phone: (707) 961-2827 x113
Fax: (415) 904-5400	Fax:
Email: kelsey.ducklow@coastal.ca.gov	Email: smccormick@fortbragg.com

3. Primary project contact:

State Agency: California Coastal Commission	Grantee: City of Fort Bragg
Section/Unit: Statewide Planning Unit	Section/Unit:
Name: Awbrey Yost	Name: Sarah McCormick
Address: 1385 8th St., Suite 130 Arcata, CA 95521	Address: 416 N Franklin Street Fort Bragg, CA 95437
Phone: (707) 826-8950, ext. 203	Phone: (707) 961-2827 x113
Fax: N/A	Fax:
Email: awbrey.yost@coastal.ca.gov	Email: smccormick@fortbragg.com

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of Fort Bragg

Name of Project: Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan

Funding Source: California Coastal Commission

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 94-6000335

Budget Summary:

CCC funding: \$898,990

Other funding:

Total project cost: \$898,990

Term of Project: March 2023 – December 2026

A. PROJECT DESCRIPTION

The City of Fort Bragg will develop a communications and engagement plan (CEP), and Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) that will support a strategic climate resilience planning effort, and the findings will be integrated into an LCP update for both the City of Fort Bragg and County of Mendocino.

B. TASKS

The proposed planning work and related studies will support the Mendocino Coast's regional strategy to address climate change through supporting blue economy initiatives.

Task 1: Project Initiation and Management

1.1 Project Initiation

1.1.1 Prepare RFP and secure professional services from qualified consultants to assist the City in completing the identified technical reports and studies.

1.2 Grant Administration

1.2.1 The City's Grants Coordinator will process and track invoices and submit quarterly reports.

1.3 Project Management

EXHIBIT A

- 1.3.1 Project coordination and implementation will be managed by -Special Projects Manager, Sarah McCormick with the assistance of Noyo Harbormaster, Anna Neumann.

Task 1 Deliverables/Outcomes:

- RFP(s) for technical reports and studies
- Quarterly progress reports and requests for funds (RFFs)

Task 2: Equitable Outreach and Coordination through all Tasks

Over the past two years, the City has led a regional conversation through extensive outreach and has forged relationships with a diverse and wide range of community stakeholders, environmental advocates, policymakers, and regulators with the purpose of exploring the potential of blue economy opportunities to address climate impacts and improve local livelihoods and the quality of life for our low-moderate income community. Outreach and coordination efforts will continue with those actively engaged, while simultaneously conducting further communication and engagement to attract additional perspectives and amplify marginalized voices.

2.1 Agency Coordination

The following agencies share responsibility for the Noyo Harbor: Noyo Harbor District, Mendocino County, California Coastal Commission, Dept. of Fish & Wildlife, Dept. of Boating & Waterways, and US Army Corps. of Engineers.

- 2.1.1 The proposed project will provide an opportunity for the City, County and Harbor to partner on climate resilient strategy for the Noyo Harbor. The proposed project will not only result in a LCP update for the City of Fort Bragg, but also inform Mendocino County's LCP update concerning allowable land uses and policies for the zoning designation, Fishing Village.
- 2.1.2 The City's Local Coastal Program represents a unique partnership with the State, and the City is committed to upholding the Coastal Act and incorporating CCC staff into the process leading up to LCP update and throughout the certification process.
- 2.1.3 The US Army Corps of Engineers conducts regular maintenance dredging and the dredging spoils are stored near the mouth of the river. This project will engage with the Corps to evaluate existing dredging schedule, needs, and reconsider disposal plan in response to sea level rise assessment.

2.2 Noyo Ocean Collective

- 2.2.1 The City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo, Mendocino College, Mendocino County, and Noyo Center for Marine Science have

EXHIBIT A

formed a regional partnership, coined the Noyo Ocean Collective. The intent of this group is to: coordinate communication about blue economy strategy to community; share resources and partner on grant proposals, and align individual organizations' work plans to implement blue economy initiatives.

2.3 Community & Stakeholder Communication and Engagement

The first step in development of the Communication and Engagement Plan (CEP) will be to conduct an audit of the previous engagement work, review outcomes, and isolate the salient themes. The CEP that will outline the overarching goals, define the stakeholders and the public, the role of the public and stakeholders in shaping and realizing the project, the overall timeline, and opportunities for engagement (i.e., workshops, email, website schedule of workshops, and the final outcome). The CEP will act as a project charter to provide the public, stakeholders, (including harbor and marina tenants, businesses, other facility users, direct stakeholders as well other relevant stakeholders) a clear guide, and understanding of roles responsibilities, actions, accountability, and outcomes of the project. It will outline how, when, and where to engage; discuss process and protocol; and ensure accountability, effective management, and clear outcomes. The CEP will craft clear and consistent messages and develop clear schedule and timeline for community engagement. The CEP will outline a variety of progressive strategies to communicate and engage with frontline communities, including posting and promoting the project and engagement opportunities on social media, by meeting people where they are at community events and community centers, by conducting pop-up and tabling events, and within interactive and tactile driven workshops. The City may also elect to convene a Task Force. The CEP will utilize the following tools:

2.3.1 Personal Interviews

The City will conduct individual or small group interviews with Watermen's Alliance and various fishing associations to ensure there are common goals and common understanding about the Plan and the LCP. Subsequently, the City team will conduct personal interviews with community leaders, non-governmental organizations, community-based organizations, and other community members in order to ascertain what the priorities, community strengths, assets, needs, risks, and vulnerabilities are. The outcomes of these personal interviews will inform the next steps of the strategy, specifically, how community members want to be involved, when is the best time and place to be involved, and what community members want out of a process. At the close of the interviews and discussion with the team, the City may develop a survey that will be utilized at community events, workshops, and placed on materials via a QR code to capture the community strengths assets, needs, risks, vulnerabilities, and priorities.

2.3.2 Social Media Posts

Social media outlets will be used as a tool to provide cogent messaging and visual content about a variety of project-related outreach opportunities, including information about the Plan, opportunities to participate in workshops, pop-up events,

EXHIBIT A

opportunities to learn about the project and provide feedback at community events, and to communicate where the team is in the development of the Plan.

Social Media posts will be branded; use Americans with Disabilities Act (ADA) accessible colors, images, and branding associated with the Plan; and contain plain language and related messages that utilize a fifth-grade level of reading proficiency. Social media posts will be in English, Spanish, and other languages, as appropriate. The development and scheduling of social media posts will be developed along the timeline of the various engagement and outreach opportunities, such as community events, pop ups, and workshops. Three social media posts will be developed per activity, i.e., three social media posts associated with each community event. These will be scheduled for a week before the event, three days prior to the event, and the day of the event. Drafts and final social media posts for all events will be provided in draft form before they are finalized.

2.3.3 Tabling at Community Events or Pop-Up Events

Prior to workshops and to create enthusiasm and awareness of the Plan and related workshops, the City will work with the Noyo Ocean Collective to identify and attend community events that are already occurring in order to provide an overview of the Plan and process, opportunities to talk to people about the project, conduct the survey, and preview the blocks and interactive pop-up model of the Harbor.

2.3.4 Workshops

A total of three to five workshops will be organized over the course of the Plan development and sequenced to progressively build upon themes required for a successful Plan and outcomes. Workshops will be structured for the purposes of understanding, creating meaningful dialogue, and discussing the development of reduction and adaptation strategies and strategies for implementation. Each workshop will contain elements of presentation, breakout and processing, and reporting out. Workshop facilitation and materials will be in English and Spanish and ADA compliant.

An effective tool for community projects is using tactile tools, which engages more sensory components of a participant and can lead to more creativity and cooperation. This strategy also ignites the power of play, which allows people to let their guards down a bit and communicate about complex concepts in a more relaxed environment. At public events and workshops, the City team will utilize blocks, community mapping, and models to create organic conversation and interaction and provide an opportunity for people to envision and play with the scope and outcomes of the project. These opportunities also provide a wider lens to view the entire community, spatial inputs and outputs and connectivity.

The Plan will require technical information to be communicated in a relatable and accessible way for various communities in the City at various outreach and workshop events, as well as in materials in the Plan. Visual storytellers will work in concert with

EXHIBIT A

technical subject matter experts to shape complex processes into visual stories tailored to the community.

2.3.5 Public Meetings before Decision Makers

Project findings will be presented at the following: 1) regularly scheduled meetings of the City Council, Noyo Harbor Commission, Sherwood Valley Band of Pomo Tribal Council, County Board of Supervisors; California Coastal Commission; 2) board meetings of various local organizations including Waterman's Alliance, Fort Bragg Unified School District, Mendocino College; and 3) community gatherings such as Noyo Fish Market, and Fort Bragg Farmer's Market.

Task 2 Deliverables/Outcomes:

- Draft Communication and Engagement Plan (CEP)
- Final CEP

Task 3: Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

Comprehensive baseline information about the existing environmental, physical, and economic conditions of Noyo Harbor is needed in order to prepare this area for a changing climate and position the harbor for blue economy investment. This task will gather appropriate existing information about the harbor to support the development of the Blue Economy Visioning, Resiliency, and Implementation Plan.

3.1 Harbor Improvements and Blue Economy Opportunities Identification

- 3.1.1 Site-specific analysis of the scenarios and impact of sea level rise, tsunami hazards, and increased erosion due to increased wave action within the harbor to mitigate expected sea level rise and inform future development considerations. This analysis will use the best available science, consider sea level rise for the time scales associated with the expected life of development considered in the Harbor Blue Economy Visioning, Resiliency, and Implementation Plan, and will use the County of Mendocino's Round 8 LCP grant sea level rise analysis as appropriate. This analysis will be used to identify opportunities and limitations for proposed development, infrastructure needs, and adaptation needs in the harbor.
- 3.1.2 Parcel inventory to identify current land use(s), economic contribution, boundaries, and historic status. Space within the harbor is limited, and a comprehensive review of existing development is needed to inform strategy for increasing overall productivity.
- 3.1.3 Harbor facilities conditions assessment to inform the planning effort, including inspections to assess and document the present condition of facilities and remaining life. The effort includes data review, interviews with Harbor District Management, City and County Officials and marina users to gather understanding of any chronic maintenance needs, operational issues or concerns, and development of a targeted

EXHIBIT A

scope of the conditions assessments on key facilities. The assessment is expected to focus on structural integrity, mooring basin analysis including size, vessel type, term of lease, condition of docks, etc., in order to maximize use and benefit to the local economy. The assessment will also identify needed harbor improvement/projects, and provide repair and replacement costs.

- 3.1.4 Technical studies including an aquaculture feasibility study that incorporates a water quality assessment and considers future climate impacts on potential aquaculture operations; and an analysis of special district management of the harbor.
- 3.1.5 Identify opportunities and limitations of the harbor's transition to blue economy uses; adaptation and resiliency measures based on the site-specific sea level rise and hazard assessment; a suite of potential projects to pursue in and around Noyo Harbor; and potential partners and funding sources.
- 3.1.6 Conduct public outreach on the Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan consistent with the Communication and Engagement Plan.

Task 3 Deliverables/Outcomes:

- Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan
- Final Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

Task 4. Local Coastal Program Amendment

LCP Grant Program funding will not only result in an update to the City's LCP, but will also inform Mendocino County's LCP update related to land classifications within the Fishing Village zoning designation. Likewise, the County's LCP Grant Program application identifies a sea level rise vulnerability assessment that encompasses the entirety of the County's coastline, including the coastline of Fort Bragg. The City will consider and incorporate into LCP planning and policies as relevant and appropriate the findings from Mendocino's Round 8 LCP Grant work related to sea level rise and Noyo Harbor.

4.1 Coordination with Mendocino County

- 4.1.1 Incorporate joint City/County outreach efforts into the CEP, including public workshops and meetings with relevant stakeholders and decision makers.
- 4.1.2 Incorporate Mendocino County LCP planning findings (as relevant and appropriate) related to sea level rise and Noyo Harbor.
- 4.1.3 Present final Noyo Harbor report and City LCP amendment to Mendocino County Board of Supervisors at a public meeting.

4.2 Coordination with California Coastal Commission Staff

- 4.2.1 Incorporate sea level rise policies (at a minimum including baseline SLR policies of the type described by the Local Government SLR Working Group).
- 4.2.2 Prepare draft LCP Amendment to incorporate findings of Noyo Harbor Visioning, Resiliency and Implementation Plan.

EXHIBIT A

- 4.2.3 Public outreach and comment on draft LCPA
- 4.2.4 Revise LCP Amendment to incorporate comments from Commission staff and the public
- 4.2.5 Local adoption of LCP Amendment
- 4.2.6 Submit LCP Amendment to Coastal Commission
- 4.3 Public Outreach and Engagement
 - 4.3.1 CEP will function as project charter to ensure Noyo Harbor report reflects community objectives as it is the community that will be implementing recommendations and future projects.

Task 4 Deliverables/Outcomes:

- Draft LCP Amendment
- Locally adopted LCP Amendment
- Submittal of LCP Amendment to Coastal Commission

C. SCHEDULE

Project start/end dates:

Task 1. Project Initiation and Management	Projected start/end dates:
1.1 Project Initiation	March 2023
1.2 Grant Administration	March 2023 – October 2026
1.3 Project Management	March 2023 – October 2026
Outcome/Deliverables: <ul style="list-style-type: none"> a. Quarterly progress reports and RFFs b. Close-out 	<ul style="list-style-type: none"> a. Quarterly for duration of grant term b. October 2026
Task 2. Equitable Outreach and Coordination	Projected start/end dates:
2.1 Agency Coordination	April 2023 – October 2026
2.2 Noyo Ocean Collective	March 2023 – October 2026
2.3 Community Engagement	March 2023 – October 2026
Outcome/Deliverables <ul style="list-style-type: none"> a. Draft Communication and Engagement Plan (CEP) b. Final CEP c. Implementation of CEP 	<ul style="list-style-type: none"> a. August 1, 2023 b. September 29, 2023 c. September 2023 – January 2026
Task 3. Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	Projected start/end dates:
3.1 Site-specific sea level rise analysis	September 2023 – March 2024

EXHIBIT A

3.2 Parcel inventory and site conditions assessment	September 2023 – March 2025
3.2 Identification of blue economy opportunities and investment	September 2023 – March 2025
Outcome/Deliverables a. Draft Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) b. Final Noyo Harbor Plan	a. June 2, 2025 b. September 30, 2025
Task 4. LCP Amendment	Projected start/end dates:
4.1 Coordination with Mendocino County	June 2025 – September 2025
4.2 Coordination with CCC staff	June 2025 – October 2026
Outcome/Deliverables a. Draft LCP Amendment b. Locally adopted LCP Amendment c. Submittal of LCP Amendment to Commission	a. June 1, 2026 b. September 30, 2026 c. October 15, 2026

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
LCP Amendment Project Launch	June 2025
Final Communication and Engagement Plan	September 29, 2023
Final Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	September 30, 2025
Draft LCP Amendment	June 1, 2026
Locally adopted LCP Amendment	September 30, 2026
Submittal of LCP Amendment to Commission	October 15, 2026

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL[®] Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B
BUDGET

<i>City of Fort Bragg</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS¹			
City Staff Labor			
Task 1 – Invoicing and Reporting and Project Management	\$45,990.00		\$45,990.00
Task 2 – Outreach Efforts and CEP Development	\$95,000.00		\$95,000.00
Task 3 – Draft/Final Report	\$118,000.00		\$118,000.00
Task 4 – LCP Amendment	\$45,000.00		\$45,000.00
Total Labor Costs	\$303,990.00		\$303,990.00
DIRECT COSTS			
Consultants²/Partners			
Noyo Harbor Master Anna Neuman			
Task 1 – Project Management	\$10,000.00		\$10,000.00
Task 2 – Outreach and coordination	\$20,000		\$20,000
Task 3 – Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	\$20,000		\$20,000
Unidentified Consultants (to be selected through competitive RFP process; specific budget items will be updated once consultants are chosen)			
Task 2 – CEP Support	\$25,000.00		\$25,000.00
Task 3 – Site specific sea level rise vulnerability, tsunami hazards, and erosion assessment	\$190,000.00		\$190,000.00
Task 3 – Parcel Survey	\$30,000.00		\$30,000.00
Task 3 – Facilities Assessment	\$90,000.00		\$90,000.00
Task 3 – Water Quality / Aquaculture Assessment	\$150,000.00		\$150,000.00

¹ Amount requested should include total for salary and benefits.

² All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

EXHIBIT B

<i>City of Fort Bragg</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
Task 3 – Special District Analysis	\$20,000.00		\$20,000.00
Task 4 – LCP Update	\$40,000.00		\$40,000.00
Consultants Total	\$595,000.00		\$595,000.00
Total Direct Costs	\$898,990.00		\$898,990.00
OVERHEAD/INDIRECT COSTS³			
City Staff Overhead/Indirect Costs	-		-
TOTAL PROJECT COST	\$898,990		\$898,990

³ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. **Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the “RFF Form”), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Awbrey Yost
Statewide Planning Division
1385 8th St., Suite 130
Arcata, CA 95521
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. TIMELINESS: Time is of the essence in this Agreement.
10. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. PROJECT EXECUTION:

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$898,990 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

EXHIBIT D1

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy ([adopted August 2018](#)).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|---|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Representative of Coastal Commission:

By: _____
Printed Name: _____
Title: _____
Dated: _____



City of Fort Bragg

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

Text File

File Number: 23-291

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: B.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreements with Melton Design Group in a Not to Exceed Amount of \$246,500 to Provide Design Services and Construction Documents for the Bainbridge Park Enhancement Project, Approving Budget Amendment 2023/24-04 (Account No. 419-5031-0731), Authorizing City Manager to Execute Contract and reimbursing the Facilities Fund for the purchase of Wiggly Giggly Equipment approved in FY 22/23 of \$200,000 (Account No. 419-7999-0799)



AGENCY: City Council
MEETING DATE: September 11, 2023
DEPARTMENT: Public Works
PRESENTED BY: C. O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreements with Melton Design Group in a Not to Exceed Amount of \$246,500 to Provide Design Services and Construction Documents for the Bainbridge Park Enhancement Project, Approving Budget Amendment 2023/24-04, Authorizing City Manager to Execute Contract (Account No. 419-5031-0731) and Approving the Reimbursement to the Facilities Fund for the purchase of Wiggly Giggly Equipment \$200,000 (Account No. 419-7999-0799)

ISSUE:

A Request for Proposals for Design Services for the Bainbridge Park Enhancement Project was released on July 25, 2023, and proposals were opened on August 25, 2023. Three proposals were received, one from Melton Design Group (MDG), Inc., one from Integra Planning & Landscape Architecture, and one from Whitchurch Engineering. All proposals were reviewed and evaluated by Public Works staff. Based on those reviews, the quality of the proposals, Consultant references, and the project budget, City staff recommends MDG, Inc. for the design of this project. Their proposal was responsive, they are qualified to perform the work, they were the only consultant who made a pre-proposal site visit, their proposal illustrates creativity and attention to detail (image 1 is a sample from their proposal), and their submittal is within the allotted budget amount. Additionally, due to the receipt of the State Parks Program grant in the amount of \$2,063,100, a budget amendment is proposed to budget these funds into the Capital Improvement Program (CIP) for use this fiscal year.

AGENDA ITEM NO.



Figure 1 Excerpt from MDG Proposal

ANALYSIS:

The City is preparing to start designing the Bainbridge Park Enhancement Project. This project scope includes various new amenities as well as rehabilitation of existing features, including:

- The Construction of a new multi-use pavilion with electrical and water access;
- Construction of two 50' X 80' fenced, artificial surface soccer pitch w/lights;
- New public art and landscaping throughout the park;
- Master lighting control system and new lights;
- Poured ADA surfacing for the 11,000sf playground area;
- Camera System for Park;
- Minor Cosmetic and Maintenance Upgrades to Existing Bathroom Facilities; and
- Incorporating Existing Drainage into the Park Layout.

The City of Fort Bragg requested proposals from consultants interested in contracting with the City to perform design services for the Bainbridge Park Enhancement Project. The original solicitation was sent to approximately 80 firms that specialize in parks and recreation. The services of the design consultant will include; Project Management (including public outreach), Data Gathering and Analysis, Investigations, Preliminary Design, Final Design and Contract Documents, Support During the Bid Period, and Support During Construction.

RECOMMENDED ACTION:

Adopt the Resolution awarding the Professional Services Agreement for Construction Management to Melton Design Group Inc. for the Bainbridge Park Enhancement Project.

ALTERNATIVE ACTION(S):

Direct staff to select another Consulting Firm for the award of the Professional Services Agreement or send the RFP out for another solicitation.

FISCAL IMPACT:

This project will be funded by the State Parks Program grant for which the city received \$2,063,100. Pre-construction costs cannot exceed 25% of the grant total, and the City's submittal indicated total support costs would not exceed 17% (\$343,840). Pre-construction costs will include administrative staff time any remaining support funds will be reprogrammed for the cost of construction.

Design services are typically estimated to be 10-15% of the cost of construction. MDG's proposal came in at \$246,500 or 12% of the project cost. Integra's proposal was \$373,606 (18%) and Whitchurch proposed a cost of \$203,000 (11%). While Whitchurch had the lowest cost, this firm's proposal did not indicate any previous experience with park design in the firm description or project references section. Integra's proposal represented an excellent resume of experience and talent; however, their proposed budget far exceeds what the grant allows for support services. There is adequate budgeted funding available for consulting with MDG Inc for this project as proposed.

The budget amendment described in the Resolution (attachment 1) and Exhibit A (attachment 2) is needed to incorporate the grant funds into this fiscal year's Capital Improvement Program.

Additionally, Wiggly Giggly equipment costs of \$200,000, funded by the Facilities fund, were approved in the FY 22/23 Budget and are eligible for the SPP Grant. A budget amendment is also requested to reimburse the Facilities fund (520-7999-7999)

GREENHOUSE GAS EMISSIONS IMPACT:

There will be no increase in greenhouse gases during the design phase of this project

CONSISTENCY:

Continued improvements to Bainbridge Park would carry out and build upon the vision of the 2016 Bainbridge Park Master Plan. Additionally, these proposed park improvements would be consistent with the following General Plan policies:

- **Policy OS-9.3:** Recreational Facilities: Provide recreational facilities to meet the needs of all Fort Bragg citizens, especially children and teenagers.
- **Program OS-9.3.1:** Consider teen recreation needs when planning new or redesigned parks.
- **Goal OS-10:** Develop park and recreation facilities with the coordination of other agencies and the public.
- **Policy OS-10.4:** Public Participation: Actively solicit public participation in the selection, design, and facilities planning for existing and future park sites.

IMPLEMENTATION/TIMEFRAMES:

RFP Proposals opened – August 25, 2023

Start Design – September 2023

Complete Design – June 2024

Construct Park Improvements – August 2024

ATTACHMENTS:

1. Resolution
2. Exhibit A Budget Amendment
3. RFP Response List

NOTIFICATION:

1. Gregory Melton, President/CEO Melton Design Group, Inc.
2. Ric Hendricks, Principal, Project Manager, Integra Planning and Landscape Architecture
3. Jeffery Laikam, PE, Whitchurch Engineering
4. Bainbridge Park Notificaitons Listserve

RESOLUTION NO. 4713-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH MELTON DESIGN GROUP IN A NOT TO EXCEED AMOUNT OF \$246,500 TO PROVIDE DESIGN SERVICES AND CONSTRUCTION DOCUMENTS FOR THE BAINBRIDGE PARK ENHANCEMENT PROJECT, APPROVING BUDGET AMENDMENT 2023/24-04 (ACCOUNT NO. 419-5031-0731), AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT AND REIMBURSE THE FACILITIES FUND FOR THE PURCHASE OF WIGGLY GIGGLY EQUIPMENT APPROVED IN FY 22/23 OF \$200,000 (ACCOUNT NO. 419-7999-0799),

WHEREAS, the City of Fort Bragg released a request for proposals on July 25, 2023, seeking qualified consulting firms interested in contracting with the City of Fort Bragg to provide design services for the Bainbridge Park Enhancement Project, Project No. PWP-00096; and

WHEREAS, the City received three (3) proposals, one from Melton Design Group (MDG), Inc. for \$246,500, one from Integra Planning & Landscape Architecture for \$373,606, and one from Whitchurch Engineering for \$203,000; and

WHEREAS, staff thoroughly reviewed the proposals and recommends the selection of MDG, Inc.; and

WHEREAS, the design project includes Project Management (including public outreach), Data Gathering and Analysis, Investigations, Preliminary Design, Final Design and Contract Documents, Support During the Bid Period, and Support During Construction; and

WHEREAS, the City has confirmed that MDG, Inc. and its subs have the proper licenses, and experience, and meet the necessary requirements to design the Project; and

WHEREAS, a budget amendment BA 2023/24-04 (Exhibit A) is necessary to incorporate the \$2,063,100 State Parks Program Grant into the fiscal year Capital Improvement Program; and

WHEREAS, this Project design budget is within the allocated pre-construction costs of the grant; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with Melton Design Group, Inc. to provide design services for the Bainbridge Park Enhancement Project, PWP-00096, approve budget amendment 2023-2024-04 (amount not to exceed \$246,500; Account No 419-5031-0731), Authorizing City Manager to Execute the Contract and reimbursing the Facilities Fund (520) for the purchase of Wiggly Giggly Equipment approved in FY 22/23 of \$200,000 (Account No. 419-7999-0799) and authorize the City Manager to execute same

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of September 2023, by the following vote:

AYES:

NOES:

**ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2023/24-04**

Budget FY: **FY 2023/24**

Account Description	Account #			FY 23/24	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
1 Design Costs \$246,500- Bainbridge Park Enhancement Project - Funded by SPP Grant								
Design Costs	419	5031	0731	\$ -	\$ 246,500		\$ 246,500	
2 Wiggly Giggly Equipments costs, previously funded by Facilities Fund approved in FY 22/23- is an eligible cost covered by the SPP								
BA request to reimburse the Facilities Fund								
Transfer to other Funds	419	7999	0799	\$ -	\$ 200,000		\$ 200,000	
Transfer from other Funds	520	7999	7999	\$ -	\$ 200,000		\$ 200,000	
					\$ 646,500	\$ -	\$ -	

Reason for Amendment:	RESOLUTION # : _____	

Authorization:	Signature: _____	Date: _____
Requested By: _____	Finance/Admin Dept	
Approval: _____	Isaac Whippy	
Finance Use: _____	Adriana Moreno Ramos	
Attach copies of Resolution or other documentation		

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -		\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -		\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -		\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829		\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749		\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434		\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department								
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609		\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674		\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212		\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229		\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946		\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231		\$ 1,276		\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861		\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674		\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212		\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229		\$ 5,045	Transfer of CE Officer Budget to PD
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VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141		\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659		\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786		\$ 123,810	Budget- 2nd CE Officer
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PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000		\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958		\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By:	Finance/Admin Dept	Signature: _____	Date: _____
Approval:	Isaac Whippy	Signature: _____	Date: _____
Finance Use:	Adriana Moreno Ramos	Signature: _____	Date: _____

Attach copies of Resolution or other documentation



CITY OF FORT BRAGG

RFP OPENING for Bainbridge Park Enhancement Project, PWP-00096

Written proposals were due by 2:00 PM, August 25, 2023. Three (3) timely proposals were received.

	Submitted By	Projects	Staffing/Experience	Timeframe	Hourly Rates	Bid	Comments
1	WhitChurch Engineering 610 9 th Street Fortuna, CA 95540 T: 707-725-6926 F: Jeffrey Laikam, PE jtl@whitchurchengineering.com www.whitchurchengineering.com	<ul style="list-style-type: none"> Review development plans and specifications, preliminary plats, final plats and construction drawings for public and private infrastructure Provided Engineering Services for ADA projects 	<ul style="list-style-type: none"> Jeffrey Laikam, PE, Engineering Manager, 22 years Derek Long, PE, Project Manager, 11 years Brett Whitchurch, PE, Structural Design Supervisor 13 years Eric Allen, ME, Mechanical Engineer 11 years Terry O'Reilly, Professional Engineer 25 years 	6 months to bid ready design	Engineering Manager- \$200 Project Manager/ Site Civil Design Lead- \$140 Structural Engineering Supervisor- \$160 MEP Engineer- \$125 Structural Designer- \$120	\$203,000.00	No issues with insurance requirements.
2	Melton Design Group, Inc. (MDG) 820 Broadway St. Chico, CA 95928 T: 530-899-1616 F: greg@meltondg.com	<ul style="list-style-type: none"> Uniting existing baseball field redesign with new park, creating a cohesive, connected experience Storm water management, education and incorporation into park design Water conscious street selection Renovated and improved turf playing field for sports 	<ul style="list-style-type: none"> Greg Melton, RLA, LEED AP, Principal Landscape Architect 35 Years Patrick Farrar, Senior Project Manager 30 Years Sarah Crossley, Senior Project Manager 8 Years Connor Melton, Project Manager 7 years 	9 months to bid ready design	Principal Landscape Architect \$195 Senior Project Manager \$175 Project Manager \$155 Irrigation Specialist \$140 Senior Production Specialist \$125 Production Specialist \$105 Administration \$90	\$246,500.00	No issues with insurance requirements.



CITY OF FORT BRAGG

RFP OPENING for **Bainbridge Park Enhancement Project, PWP-00096**

Written proposals were due by 2:00 PM, August 25, 2023. Three (3) timely proposals were received.

3	Integra Planning + Landscape Architecture 1506 4 th Street Santa Rosa, CA 95404 T: 707-852-0500 F: ric@integrapla.com www.integrapla.com	<ul style="list-style-type: none"> • Rehabilitate playground facilities • Detailed site analysis including drainage, sun shade ratios, major trees, vertical elements 	<ul style="list-style-type: none"> • Ric J Hendricks, PLA, ASLA, CPRS, CPSI, RQP, Principal Landscape Architect 20 years • Michael A. Cook, PLA, ASLA, CPRS, CPSI, CLIA, Principal Landscape Architect 20 years • 	8 months to bid ready design	Deposition/Court Appearance \$350 Principal \$175 Senior Planner \$155 Project Manager \$135 Planner \$125 Administration \$80	\$373,606.00	No issues with insurance requirements
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From: [Jacob Patterson](#)
To: [City Clerk](#)
Subject: Public Comment -- 9/11/23 CC Mtg., Item No. 8B
Date: Friday, September 08, 2023 2:03:01 PM

City Council [via BCC],

I have mixed feelings about this agenda item. On the one hand, the recommended firm seems appropriate, particularly because of their landscape architecture expertise, but I would like to see the proposals included in the agenda materials so you (and the public) can actually have something to evaluate rather than just assuming that staff did an adequate job evaluating the proposals (staff might have had different considerations than you would as well). For example, there could be significant details that are problematic but if the relevant documents are not provided for review, you can't make informed decisions. In fact, I think that the Council or at least some of you have asked staff to include RFP responses for agenda items like this. Why is that not being done? Can they be added to the packet prior to the meeting?

Regarding the substance, I think the contract should include alternatives because the preliminary design in the excerpt from the recommended firm includes a couple of items that are contingent on things happening but which might not happen. If they design assuming everything will align with that but something differs, we will likely have to pay them again to revise the plans. Addressing those possibilities up front is simply a better contracting practice.

Specifically, I am speaking about the City's remodel and use of the Veterans' Building. I understand the County is in the process of evaluating transferring surplus property but I don't think that has actually occurred yet. The City Council certainly hasn't formally accepted any property transfers so what happens if that doesn't come to pass for one reason or another?

The other contingent item is the all-weather soccer field. I think that portion needs to have alternative design options for several reasons. First, the City adopted the Bainbridge Park Master Plan as the planning document for park redevelopment and it does not include that component. Although a Council majority has informally expressed support to add an all-weather soccer field to the park, no one has taken any action to amend the Bainbridge Park Master Plan. The Council certainly has the power to do so but you actually have to do that in order to build out the park in a manner that is consistent with the master plan. Second, that may trigger environmental review if it will use artificial turf because there have been many studies that have shown artificial turf can be dangerous and unhealthy, particularly for children, and exposing future users to health hazards can be a significant environmental impact under CEQA. (There also might be light and glare concerns depending on the lighting details.) That was not studied when the Bainbridge Park Master Plan was adopted by a prior City Council because it was not a component of the master plan--I assume the City relied on a CEQA exemption but that might not apply to a significant change like replacing natural grass open space with artificial turf that can cause cancer. Why would we pay a firm to design the park around a component that might end up having issues and which is not consistent with the Bainbridge Park Master Plan? I think alternative designs need to be considered (e.g., using natural turf) and that should also happen up front and should be incorporated into the contract terms.

Regards,

--Jacob



City of Fort Bragg

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

Text File

File Number: 23-298

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: C.

Receive Report and Consider Adoption of Resolution Approving Budget Amendment BA 23/24-06 for Payment to the Fort Bragg Unified School District for the Repairs to the Tennis Courts and Pickleball Courts and Authorizing City Manager to Release Payment (Amount Not to Exceed \$97,600; Account No. 110-4390-0619)



AGENCY: City Council
MEETING DATE: September 11, 2023
DEPARTMENT: Public Works
PRESENTED BY: John Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of Resolution Approving Budget Amendment BA 23/24-06 for Payment to the Fort Bragg Unified School District for Repairs to the Tennis Courts and Pickleball Courts and Authorizing City Manager to Release Payment (Amount Not to Exceed \$97,600; Account No. 110-4190-0619)

ISSUE:

Pickleball, a combination of tennis, badminton, and ping-pong, has seen a significant increase in participation in recent years and was declared the “fastest growing sport in America” by *The Economist*. This popularity is due to its ease to play on a smaller court than tennis, ability to get a workout for all ages, and fun atmosphere amongst players. Due to the smaller dimension requirements of court size (20’ x 44’) for both singles and doubles, installing a co-located or blended tennis/pickleball court includes the ability to offer 1 tennis court along with 2 pickleball courts. While the maximum number of players playing tennis on one court is four people playing doubles, the maximum number playing pickleball using the same space is 8 playing on two courts which further activates the park space. There are currently two pickleball courts at Bainbridge Park though the City frequently received requests from the public to add more.

ANALYSIS:

The City’s population is approximately 7,200 people. Our service extends beyond our borders, serving well over 14,000 people in the community. While the natural areas surrounding the City are valuable for connecting with nature, fresh air, and exercise, they do not serve the same kind of important function as an outdoor community center such as Bainbridge Park. The combination of tennis courts, basketball courts, and playground are essential for fostering community and creating equity among all members of the community.

For the past year or so, we’ve received several requests for more tennis courts and pickleball facilities. With the upcoming improvements at Bainbridge Park there wasn’t enough space to add any more tennis or pickleball courts. We began to seek other opportunities to locate courts within the City limits. The location that was the best fit and providing the greatest community benefit was the Middle School. Their courts were in poor condition and in need of moderate surface repair to bring them back to usable condition. With the support of the Fort Bragg Unified School District, we were able partner with them and complete a great project for the least amount of money, providing the Middle School with courts for physical education during school hours and open these courts up to the public after school is out. This project added two tennis courts and eight pickleball courts, contributing to the health of our community.

AGENDA ITEM NO. _____

RECOMMENDED ACTIONS:

Receive report and provide direction to staff.

ALTERNATIVE ACTION(S):

Receive report and take no action.

FISCAL IMPACT:

The Fiscal Year 2023/24 adopted budget for Measure AA/AB- Special projects, is \$70,231. The carried forward balance from the prior year is \$27,369.

GREENHOUSE GAS EMISSIONS IMPACT:

Not applicable.

CONSISTENCY:

Consistent with Coastal General Plan Goal OS-17: Provide an attractive system of parks and recreation facilities throughout the City to meet the needs of all age groups and capabilities. Consistent with Coastal General Plan Policy OS-18.2, City/School/Recreation District Cooperation: Continue to encourage City/School/Recreation District cooperation in developing and maintaining park and recreation facilities.

IMPLEMENTATION/TIMEFRAMES:

Not applicable.

ATTACHMENTS:

Project Quote

NOTIFICATION:

None

RESOLUTION NO. ____ - 2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT BA 23/24-06 FOR PAYMENT TO THE FORT BRAGG UNIFIED SCHOOL DISTRICT FOR THE REPAIRS TO THE TENNIS COURTS AND PICKLEBALL COURTS AND AUTHORIZING CITY MANAGER TO RELEASE PAYMENT (AMOUNT NOT TO EXCEED \$97,600; ACCOUNT NO. 110-4390-0619)

WHEREAS, the Fort Bragg City Council adopted Ordinance No. 924-2016 to increase the City's existing Transient Occupancy Tax (a tax paid when overnight visitors rent a room) from ten percent (10%) to twelve percent (12%) to fund public services and maintain public areas, effective April 1, 2017, which Ordinance was approved by the voters at the November 8, 2016 General Election; and

WHEREAS, Measure AB advises the use of these additional funds generated by the TOT increase in the following manner: (i) Half of the revenues to substantially increase promotions, events, and marketing for Fort Bragg; (ii) One-quarter of the revenues to enhance Coastal Trail maintenance and security; (iii) One-eighth of the revenues to support the establishment of the Noyo Center for Marine Science as a premier visitor attraction; and (iv) One-eighth of the revenues to undertake special projects that support tourism and benefit the community including, but not limited to, repair and enhancement of local athletic fields; and

WHEREAS, the City has received a request from the Fort Bragg Unified School District (FBUSD) for the use of Special Projects Measure AB funds in the amount of \$97,600.00, to repair and resurface tennis and pickleball courts; and

WHEREAS, the Measure AB Special Projects fund for the current fiscal year has \$70,231.00, budgeted which is insufficient to cover these costs, necessitating budget amendment 23/24-06 (Exhibit A) to roll forward Special Projects Measure AB funds from the 2022/23 fiscal year in the amount of \$27,369; and

WHEREAS, the Professional Cost Estimate provided by the FBUSD is attached hereto as Exhibit B, including the scope of work;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment 23/24-06 authorizing payment to the Fort Bragg Unified School District for the repair and resurfacing of the tennis and pickleball courts and authorizes the City Manager to release the payment in an amount not to exceed \$97,600.00 (Account No. 110-4390-0619).

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 11th day of September 2023, by the following vote:

AYES:

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

**BERNIE NORVELL
Mayor**

ATTEST:

**ATTEST:
Cristal Muñoz
Acting City Clerk**

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: 2023/24-06

Budget FY: FY 2023/24

Account Description	Account #			FY 23/24	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Community Contributions - Special Project	110	4390	0619	\$ 70,231	\$ 27,369		\$ 97,600	
					\$ 27,369	\$ -	\$ -	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By:	<u>Finance/Admin Dept</u>	Signature:	_____	Date:	_____
Approval:	<u>Isaac Whippy</u>		_____		_____
Finance Use:	<u>Adriana Moreno Ramos</u>		_____		_____

Attach copies of Resolution or other documentation

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #			FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
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				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By:	Finance/Admin Dept	Signature:	Date:
Approval:	Isaac Whippy	_____	_____
Finance Use:	Adriana Moreno Ramos	_____	_____

Attach copies of Resolution or other documentation

Fort Bragg Unified School District

Business Office
 312 S Lincoln St
 Fort Bragg, CA 95437
 (707)961-2850 FAX (707)964-5002

Direct any questions to the Business Office at (707)961-2850

CUSTOMER INVOICE

CITY OF FORT BRAGG
 416 NORTH FRANKLIN STREET
 FORT BRAGG, CA 95437

Invoice # **INV24-00019**
 Invoice Date 08/18/2023
 Due Date 09/30/2023
 Customer # 000092
 Contract/Reference #

FB MIDDLE SCHOOL - REPAIR & REFINISH COURTS

Description	Qty	Unit	Unit Price	Amount
REPAIR & RESURFACING				
TENNIS COURTS	1.00	TOTAL	72,000.00	72,000.00
PICKLE BALL COURTS	1.00	TOTAL	25,600.00	25,600.00
LABOR & MATERIALS				
			Non-Taxable Total	97,600.00
			BALANCE DUE	\$97,600.00

-----Detach this portion or make a copy of the invoice and mail it with the payment-----

District Account Number	2024	Account Amount
01- 9010- 0- 8699- 008- 0000- 0000- 3737	2024	97,600.00

Please make checks payable to: **Fort Bragg Unified School District/Business Office**

Mail to:
Fort Bragg Unified School District
Business Office
312 S Lincoln St
Fort Bragg, CA 95437

Invoice # **INV24-00019**
 Amount Due **\$97,600.00**
 Customer # **000092**

Customer Copy

First Serve Productions Inc.
1550 Ridegemore Drive
Meadow Vista, CA 95722
Phone 925-872-3159 Fax 925-684-4866

PAID 08/16/2023 INVOICE

INVOICE #2538
 DATE: 8/9/2023

TO:
Fort Bragg Middle School

FOR: TENNIS COURTS
 FINAL Payment

DESCRIPTION	Qty	RATE	Total
Repair and Resurfacing of Tennis Courts			\$97,600.00
		TOTAL	\$97,600.00

Make all checks payable to **FIRST SERVE PRODUCTIONS, INC**

Thank you for your business!

AP Payment to FIRST SERVE PRODUCTIONS INC for Invoice # 2538, Status: Paid

Payment Line Items to Pay Approvals:2 Attachments:2 Notes History:6

Payment Information	
1 - Payment/Vendor Invoice Information	
Reference Number	R24-00114 {Vndr 010584-FIRST SERVE PRODUCTIONS INC, Unpaid balance \$0.00}
Payment Amount	97,600.00
Invoice Number	2538
Invoice Date	8/9/2023
Delivery Site	FBMS {Fort Bragg Middle School}
Tax Rate Owed	0.000
Tax Rate Collected	0.000
Unpaid Tax Amount	0.00
Unpaid Tax Calc Override	No
Final Payment	Yes
Comment	REPAIR & RESURFACING TENNIS/ PICKLEBALL COURTS - FBMS
On Hold	No
Status Comment	
2 - Pay To Information	
Vendor Number	010584
Vendor Address Number	1
Combine Payments?	Yes
AP ACH?	No
vCard?	No
Pay To Name	FIRST SERVE PRODUCTIONS INC
Street Address	1550 RIDGEMORE DRIVE
City Name	MEADOW VISTA
State	CA
Zip Code	95722
Country	
Employee Id	0
3 - Credit Card Information	
Credit Card Id	
Vendor Id	
Vendor Address Number	

Status / Account Information	
4 - Status Information	
Scheduled Pay Date	8/14/2023
Approval Batch Id	017646
Bank Id	COUNTY {AP Checks}
Date Approved	
Variance Message	
Check Number	764895
Check Print Date	8/16/2023
Check Status	Printed
Transaction Batch Id	0
5 - Account Information	
Manual Account Distribution	No
Expense Amount	97,600.00
Acct Distribution Amt	97,600.00
Acct Undistributed Amt	0.00
Line Item Extended Cost	0.00
Expense Amt - Line Item Extended Cost	97,600.00
6 - Order Information	
Item Count	1
Items Received	1
Received Amt	97,600.00
Req Amt Total	97,600.00
Unpaid Amt	0.00
7 - Add/Update Information	
Created By	JMARION
Create Date	8/9/2023 12:19:35 PM
Edit User	JMARION
Edit Date	8/9/2023 12:20:43 PM

Accounts:1

Export Cancel All

FD-RESC-Y-OBJT-SCH-GOAL-FUNC-DIST	Amount	FY	Req Amt	Encumbered Amt	Other Pymts	Acct Bal
01-9010-0-6170-004-0000-8500-3737	\$97,600.00	2024 {	97,600.00	0.00	0.00	(97,679.00)

First Serve Productions Inc.

CSLB/Contractors License 773811

1550 Ridgemoor Drive
Meadow Vista, CA 95722
925.872-3159
fax 925.684-4866
www.firstservepro.com

Proposal submitted to: Barry Silva
Date: 08/25/2022 **REVISED** 10/24/2022
Job Name: Fort Bragg Middle School
Address: 500 N. Harold Street, Fort Bragg
Phone: 707-961-3518
Email: bsilva@fbusd.us

For the Purpose of ...
Repair and Resurfacing of 4 Tennis Courts (Converting 2 Tennis to 8 Pickleball)

1. Clean and Prep Court for Surfacing.
2. Clean out cracks/burn all vegetation and fill with court patch binder.
3. Sand down all repairs before coating.
4. Apply 3 to 4 coats of acrylic resurfacer to the courts.
5. Apply 3 coats of full color to the courts. Color TBD.
6. Layout and Stripe for 2 Tennis Courts with approved white line paint.
7. Layout and Stripe 8 Pickleball Courts with approved white line paint.
8. Furnish and Install 8 New Sets of Pickleball Posts and Nets in ground.

Note: All materials are as specified all work to be completed in a workmanlike manner according to practices. Any alterations or deviations from above will be in written change order. All agreements are contingent upon strikes, accidents or delays out of our control i.e. Weather. Cracks will reappear.

We hereby propose to furnish labor and materials –complete in accordance with the above specifications, for the sum of:

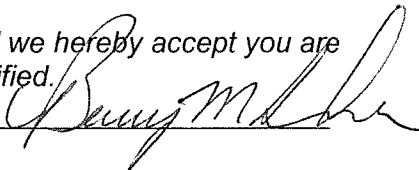
Labor and Materials for #1 -7 = Seventy Two Thousand Dollars	\$72,000
Labor and Materials for #8 = Twenty Five Thousand Six Hundred Dollars	\$25,600

35% due upon acceptance, Balance due upon completion

Acceptance of Proposal

The above prices and specifications are satisfactory and we hereby accept you are authorized to do the work as specified.

Date 1/17/2023

Signature 



City of Fort Bragg

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

Text File

File Number: 23-299

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: A.

Conference with Legal Counsel--Anticipated Litigation Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: (two cases)

From: [Jacob Patterson](#)
To: [City Clerk](#); [Ducey, Peggy](#)
Subject: My public comments for today's meeting
Date: Monday, September 11, 2023 4:57:07 PM

I just saw that my third public comment for Item 9A (but not my second even though the body is included in the email chain for the third) was added to the Legistar for Item 9A after I came into City Hall and was denied timely access during normal business hours to public comments that had been distributed to a majority of the Councilmembers. Unfortunately, the attachments, which are an integral part of both the second and third public comments, were omitted. Please be sure that the attachments for each individual public comment are included both online and in paper form for the meeting binder. I assume that the Council received them when the messages were forwarded but they have not been made available for the public to review, which is concerning.

The attachments were photos of the physical agenda posted on the notice board taken on Sunday afternoon and then again this afternoon showing the modification of the agenda as well as a download of the agenda that had been published online as of Sunday afternoon, which is different than the one posted online today.

From: [Jacob Patterson](#)
To: [City Clerk](#)
Cc: [Ducey, Peggy](#)
Subject: Public Comment -- 9/11/23 CC Mtg., Item No. 9A, Litigation
Date: Monday, September 11, 2023 10:59:08 AM

City Council [via BCC],

This is a comment that is procedurally about the first closed session item but it is also about the agenda in general because it highlights a continuing problem of the City not being willing or able to properly notice meetings. That issue has been quite frequent of late, actually. For example, the Community Development Committee had to re-notice the same meeting multiple times. Anyway, as you know a regular meeting needs to have the agenda published at least 72 hours in advance of the meeting itself. You can publish earlier than that and still amend the agent up to that hard deadline.

Unfortunately, there is a discrepancy between the posted agenda for item 9A and the Legistar entry online. The official agenda as it is posted online and on the City's physical notice board, which is the legally relevant agenda, lists 9A as involving "one case" but the Legistar entry, which is not technically part of the official agenda, lists 9A and involving "two cases". I suspect that after initial publication, Peggy decided to try to add another matter but that didn't translate into properly republishing the agenda. IMO, the City Council cannot hold an agenda item that was not properly posted so if you want to be able to consider more than one potential litigation matter, you should probably move that item to a future meeting or call a special meeting to consider the second potential litigation matter after it has been properly noticed. (You can obviously still consider a single matter tonight since that was properly noticed.)

Regards,

--Jacob

From: [Jacob Patterson](#)
To: [City Clerk](#)
Cc: [Ducey, Peggy](#)
Subject: Re: Public Comment -- 9/11/23 CC Mtg., Item No. 9A, Litigation
Date: Monday, September 11, 2023 2:36:19 PM

City Council,

I noticed that after my public comment earlier today, the City changed the agenda online to reflect the discrepancy in the listing for 9A. You can't legally do that because it is too late to amend the agenda on the same day as the meeting. I even went to the City Hall notice board yesterday afternoon and took time-stamped photos of the posted agenda showing the original listing for one case rather than two cases along with Diana's signature in the certification that she posted the agenda (see below). That certification is made under penalty of perjury, and it clearly states that the agenda was posted on the 7th. The new version online isn't signed--I haven't checked the physical copy on the notice board yet today but will--but it certainly wasn't posted there or generated on September 7th as the altered online version states. Everyone understands that perjury is a crime, right?

These altered agendas seem dishonest and are certainly not acceptable. Frankly, I shouldn't even have to make these sorts of public comments and the City should do things correctly even if it is sometimes a little inconvenient to do so. Is it so hard and such an inconvenience to postpone the agenda item until a properly-noticed meeting? If you proceed and fail to follow the legally posted agenda, it will likely be another Brown Act violation.

--Jacob

On Mon, Sep 11, 2023 at 10:58 AM Jacob Patterson <jacob.patterson.esq@gmail.com> wrote:
City Council [via BCC],

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Regards,

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From: [Jacob Patterson](#)
To: [City Clerk](#)
Cc: [Ducey, Peggy](#)
Subject: Re: Public Comment -- 9/11/23 CC Mtg., Item No. 9A, Litigation
Date: Monday, September 11, 2023 3:14:37 PM
Attachments: [20230911 CC Agenda.pdf](#)

City Council,

I just got back from another visit to the public notice board at City Hall and I have the displeasure of reporting that the City did, in fact, alter the posted agenda and Diana did sign the posting certification that still claims, under penalty of perjury, that the agenda was posted on September 7th. I find this to be outrageous and disturbing. This new amended agenda was posted today, September 11th on the same day as the meeting, which is not anywhere near 72 hours in advance of the regular meeting. I don't care if this error was unintentional, the City still needs to follow legally-mandated procedures about agenda items and proper notice and this appears to be anything but. Frankly, these kinds of shenanigans seem fraudulent even though the concept of fraud doesn't really apply in this context.

I am appalled at the audacity and unethical behavior of this City administration. I mean, I have photographic and electronic evidence that this wasn't done properly and that these documents were amended but in a way that is dishonest and reprehensible, if not illegal. Are you all going to simply pretend it didn't happen? You can see the altered text is on different paper and was just pinned to the agenda that was posted on time. Even the unsigned online version of the agenda still read "one case" yesterday afternoon when I downloaded it. Mistakes are normal, we all make them, but trying to "fix" them through improper means is not.

Disgusted,

--Jacob

On Mon, Sep 11, 2023 at 2:35 PM Jacob Patterson <jacob.patterson.esq@gmail.com> wrote:
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Regards,

--Jacob



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-300

Agenda Date: 9/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: B.

Conference with Legal Counsel--Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9. City of Fort Bragg v. Mendocino Railroad