



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, October 24, 2022

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.

When: Oct 24, 2022 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/88455894740>

*Or Telephone: +1 669 444 9171 or +1 253 215 8782 (*6 mute/unmute; *9 raise hand)*

Webinar ID: 884 5589 4740

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [22-527](#)

Introduction of New Employees: Justin Archimede, Maintenance Worker II; Tyler Baker, Police Officer; Jocelyn Centeno, Intern; Neil Cervenka, Police Chief; Peggy Ducey, City Manager; Dale Fortner, Engineering Technician; David Franco, Police Officer; D'Ann Garcia, Social Services Liaison; Alfredo Huerta, Assistant City Engineer; Paul Labreck, Treatment Plant Operator; Hannah Nanez, Social Services Liaison; Janette Ornelas, Social Services Liaison; Nicholas Perry, Maintenance Worker I; Diana Sanchez, Administrative Assistant; Carson Word, Community Services Officer

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

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [22-497](#)** Adopt City Council Resolution Approving Update to Community Development Block Grant (CDBG) Utility Assistance Program Guidelines

Attachments: [RESO Updated UBAP PGs-CV1 & CV2](#)

[Exhibit A - UBAP Program Guidelines](#)

[Redline - UBAP Program Guidelines](#)

- 5B. [22-504](#)** Approve Scope of Work for a Request for Proposals for the Preparation of a Water Systems Distribution Master Plan

Attachments: [Water Distribution System RFP Scope of Work](#)

- 5C. [22-539](#)** Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5D. [22-540](#)** Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: [RESO Authorize Remote Meetings](#)

- 5E. [22-543](#) Adopt City Council Resolution Approving Salary Rate Compensation Schedule Reclassifying the Systems Analyst - Lead to Mid-Management and Adopting Budget Amendment 2022/23-04 Amending the FY 2022/23 Budget.

Attachments: [RESO Reclassify Systems Analyst-Lead](#)

[Exhibit A](#)

[Exhibit B](#)

- 5F. [22-547](#) Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facilities Grant Program for the Purchase of Two Fleet Vehicles and a Dump Truck

Attachments: [RESO USDA Funding for Vehicles](#)

[USDA PD/PW Application Packet](#)

- 5G. [22-534](#) Receive and File Minutes of the August 23, 2022 Community Development Committee Meeting

Attachments: [08232022 CDC Minutes](#)

- 5H. [22-538](#) Approve Minutes of October 11, 2022

Attachments: [CCM2022-10-11](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

8. CONDUCT OF BUSINESS

- 8A. [22-545](#) Interview Applicants for Noyo Harbor Commission Appointment

Attachments: [10242022 Noyo Harbor Commission](#)

[Att 1 - Press Release Noyo Harbor Commission Applicants](#)

[Att 2 - Proposed Questions for Applicants](#)

[Att 3 - Harbor District Map](#)

[Att 4 - Michael Campbell Application](#)

[Att 5 - Grant Downie Application](#)

[Att 6 - Leslie Kashiwada Application](#)

[Att 7 - Gabriel Quinn Maroney Application](#)

[Att 8 - Louis Sciocchetti Application](#)

- 8B. [22-542](#) Receive Report and Provide Direction to Staff Regarding Options for Pickleball and Tennis Players at Bainbridge Park

Attachments: [10242022 Pickleball Courts](#)
[First Serve Productions Inc. Proposal](#)
[Public Comment 8B](#)

- 8C.** [22-537](#) Receive Report and Consider Adoption of City Council Resolution Approving Amendment No. 2 to the Agreement Between the City of Fort Bragg and Cold Creek Compost, Inc. for Composting Services

Attachments: [10242022 Cold Creek Contract Amendment 2](#)
[Att 1 - RESO Cold Creek Amendment 2](#)
[Att 2 - Cold Creek Amendment 2](#)
[Att 3 - Cold Creek Agreement](#)
[Att 4 - Cold Creek Amendment 1](#)
[Att 5 - 10142022 Rate Increase Letter](#)

- 8D.** [22-535](#) Receive Report and Consider Adoption of City Council Resolution Programming the Next Street Rehabilitation Project Locations and Committing Match Funding for Local Partnership Program Formulaic Fund Application

Attachments: [10242022 Street Rehab Project Programming](#)
[Att 1 - CTC Resolution G-22-61](#)
[Att 2 - Map of Streets Project](#)
[Att 3 - Table of Selected Streets](#)
[Att 4 - RESO LPP Streets Project Programming](#)

- 8E.** [22-533](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2022/23-03 and Authorizing the City Manager to Execute a Contract with AXON Enterprises, Inc. for Body-Worn Camera Video Equipment and Storage Services (Amount Not to Exceed \$87,031.29, Account No. 167-4215-0381)

Attachments: [10242022 AXON BWC Contract Staff Report](#)
[Att 1- RESO BWC Contract](#)
[Att 2- Exhibit A - AXON Quote](#)
[Att 3- Exhibit B - AXON Contract](#)
[Att 4- Exhibit C - Budget Amendment](#)

9. CLOSED SESSION

- 9A.** [22-549](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8); Property: 30900 W. State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437; Agency Negotiator: John Smith; Negotiating Parties: Mendocino Coast Recreation and Park District; Under negotiation: Price and Terms

- 9B.** [22-548](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9;



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Text File

File Number: 22-527

Agenda Date: 10/24/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 1A.

Introduction of New Employees: Justin Archimede, Maintenance Worker II; Tyler Baker, Police Officer; Jocelyn Centeno, Intern; Neil Cervenka, Police Chief; Peggy Ducey, City Manager; Dale Fortner, Engineering Technician; David Franco, Police Officer; D'Ann Garcia, Social Services Liaison; Alfredo Huerta, Assistant City Engineer; Paul Labreck, Treatment Plant Operator; Hannah Nanez, Social Services Liaison; Janette Ornelas, Social Services Liaison; Nicholas Perry, Maintenance Worker I; Diana Sanchez, Administrative Assistant; Carson Word, Community Services Officer



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Text File

File Number: 22-497

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Approving Update to Community Development Block Grant (CDBG) Utility Assistance Program Guidelines

The City of Fort Bragg was awarded CDBG-CV funding for a Utility Assistance Program in response to COVID-19 under awards #20-CDBG-CV1-00124 and #20-CDBG-CV2-3-00235. In total, the City was awarded \$177,534 toward the program. As of 9/30/2022, \$73,065.26 has been expended and \$104,468.74 remains. The Utility Assistance Program provides one-time subsistence payments that are made directly to utility providers on behalf of qualified households. During program implementation, staff found that the amount of households in arrears was lower than expected and the amount of arrearages were higher than expected. In response, HCD and the City Manager have executed an Amendment to allow for the City to update Program Guidelines in order to increase the household limit from \$500 to \$1,000. Households that have already received aid under the program may reapply and, if eligible at the time of re-application, may be eligible for a second subsistence payment. The overall award budget will not increase, thereby decreasing the number of households that may receive aid. There is no impact to the General Fund. Staff will conduct outreach to inform the community and past applicants of the update if approved. Updates to the Program Guidelines are included as Track Changes.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UTILITY
ASSISTANCE PROGRAM GUIDELINES**

WHEREAS, the City of Fort Bragg was awarded funding from the Community Development Block Grant Program (CDBG) to fund a Utility Bill Assistance Program, which is currently funded by two 2020 CDBG-CV grants: #20-CDBG-CV1-00124 and #20-CDBG-CV2-3-00108 for a Utility Bill Assistance Program; and

WHEREAS, CDBG requires that the Utility Bill Assistance Program must be administered by approved Program Guidelines that are compliant with CDBG and State Department of Housing and Community Development (HCD) regulations; and

WHEREAS, the City Manager is authorized to sign Amendment / Revision requests and submit to HCD on behalf of the City; and

WHEREAS, the City requested that HCD approve Amendments / Revisions to the contracts to allow the City to update Program Guidelines to increase the total amount of subsistence payment(s) per household from \$500 to \$1,000 without increasing the overall program budget, thereby decreasing the total number of households that may receive subsistence payments; and

WHEREAS, HCD has approved the requested Amendments / Revisions to both contracts; and

WHEREAS, upon approval of Amendments / Revisions, HCD requires Program Guidelines to be updated; and

WHEREAS, the Program Guidelines have been updated to allow households to apply for up to \$1,000 in utility subsistence payments; first-time applicants may apply for one-time payment(s); previous applicants may apply a second time and, if eligible at the time of application, may receive a second subsistence payment(s) so long as the total amount paid under both applications does not exceed \$1,000; and

WHEREAS, there is no impact to the General Fund. The Utility Bill Assistance Program is fully funded by the State of California's Housing and Community Development Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the Community Development Block Grant (CDBG) Utility Bill Assistance Program Guidelines.

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

AYES:

NOES:

**ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

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"/> 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 _____

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~~500~~ 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.

| | | | | | | | | |
|---------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Incom e Catego ry: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|

| | | | | | | | | |
|------------|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 60% | \$33,780.29 -400 | \$38,580.33 -600 | \$43,380 37,800 | \$41,940 48,180 | \$45,300 52,080 | \$48,660 55,920 | \$52,020 59,760 | \$55,380 63,600 |
| 80% | \$39,150 45,500 | \$44,750 51,400 | \$50,350 57,850 | \$55,900 64,250 | \$60,400 69,400 | \$64,850 74,550 | \$69,350 79,700 | \$73,800 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:

| | | | |
|--|--|--------------------------------------|--------------------------|
| <u>Name(s)</u> | | | |
| <u>Residential Address</u> | | <u>Phone</u> | |
| <u>Email</u> | | <u>Total Amount Requested</u> | <u>§</u> |
| <u>Make payment on my behalf to:</u> | | | |
| <u>Name</u> | | <u>Phone or Email</u> | |
| <u>Address/Account#</u> | | | |
| <u>Proposed Use of Funds</u> | <input type="checkbox"/> <u>Water Utility</u> <input type="checkbox"/> <u>Sewer Utility</u> <input type="checkbox"/> <u>PG&E</u> <input type="checkbox"/> <u>Propane</u> <input type="checkbox"/> <u>Other:</u> | | |
| <u>Month(s) to Cover</u> | | <u>Amount</u> | <u>§</u> |
| <u>Name</u> | | <u>Phone or Email</u> | |
| <u>Address/Account#</u> | | | |
| <u>Proposed Use of Funds</u> | <input type="checkbox"/> <u>Water Utility</u> <input type="checkbox"/> <u>Sewer Utility</u> <input type="checkbox"/> <u>PG&E</u> <input type="checkbox"/> <u>Propane</u> <input type="checkbox"/> <u>Other:</u> | | |
| <u>Month(s) to Cover</u> | | <u>Amount</u> | <u>§</u> |
| | <u>Data</u> | | <u>YES</u> |
| <u>DUPLICATION OF BENEFIT</u> – 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"/> |
| <u>COVID-19 IMPACT</u> – 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: _____ | <u>EST. % loss of revenue from one year previous:</u> _____ % | | <input type="checkbox"/> |
| <u>SUBSISTENCE/EMERGENCY STATUS</u> – 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? | <u>Number of months unable to pay:</u> _____ | | <input type="checkbox"/> |
| | | | <u>NO</u> |

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

| | |
|--|--|
| <u>Lender/Grant Provider Name</u> | |
| <u>Purpose</u> | |
| <u>Amount</u> | |
| <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

| | |
|--|--|
| <u>Lender/Grant Provider Name</u> | |
| <u>Purpose</u> | |
| <u>Amount</u> | |
| <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

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

(d) Source of Funds #4

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

(e) Source of Funds #5

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

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 _____

CITY OF FORT BRAGG

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

~~Up to \$(insert max grant) 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 before (insert due date), 2020. 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:

Duplication of Benefits Affidavit (“Affidavit”)

| | | | | |
|---|--|--|--------------------------|--------------------------|
| 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"/> Rent — <input type="checkbox"/> Mortgage <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"/> Rent — <input type="checkbox"/> Mortgage <input type="checkbox"/> Other: | | | |
| Month(s) to Cover | | Amount | \$ | |
| | | Data | YES | NO |
| <i>DUPPLICATION 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 | Age | Check if Applicable | Annual Gross (Pre-Tax) Income | Source of Income |
| List <u>all</u> household | | | | |

Duplication of Benefits Affidavit (“Affidavit”)

| | | | | | | | |
|--|-----------------|--------------------------|-----------------------------|--|-----------------|--|--------------------------|
| members, including yourself: | | 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: | | | | | \$ | | |
| <i>CIRCLE the number of household members, including yourself:</i> | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ |
| \$39,150 | \$44,750 | \$50,350 | \$55,900 | \$60,400 | \$64,850 | \$69,350 | \$73,800 |
| Is your anticipated total household income LOWER or HIGHER than the \$ amount listed directly below the number of people circled above? If LOWER , attach proof of annual household income (such as latest tax return, quarterly tax, pay stubs, or bank statements). | | | | | | LOWER | HIGHER |
| | | | | | | <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"/> |

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 _____

Duplication of Benefits Affidavit (“Affidavit”)

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 | 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 | 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 | 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 115-225; 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 _____



City of Fort Bragg

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Text File

File Number: 22-504

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5B.

Approve Scope of Work for a Request for Proposals for the Preparation of a Water Systems Distribution Master Plan



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR WATER SYSTEMS DISTRIBUTION MASTER PLAN

The City of Fort Bragg is seeking proposals from qualified consultants interested in contracting with the City to prepare a Water Systems Distribution Master Plan. The purpose of the distribution master plan is to identify and prioritize critical water system improvements to the City of Fort Bragg treated water distribution system to ensure that a resilient system with adequate water facilities necessary to meet current and future demand remains available to customers in perpetuity.

BACKGROUND

The City of Fort Bragg owns and operates its water utility from source water to customer delivery. The City of Fort Bragg has a Water System Study and Master Plan that was completed by John Carollo Engineers, and adopted by the City Council on April 14, 1986 (36 years ago). The purpose of the study and master plan was to evaluate several aspects of the water supply system including present and future water supply sources; water treatment plant components; bypassing Newman Reservoir; physical improvement of existing sources; and computer simulation of the existing and future distribution systems using University of Kentucky's "Computer Analysis of Flow in Pipe Networks." Recommendations within the plan were based on information contained within the 1980 General Plan and were estimated to include development through the year 2000.

Much of the work recommended from the 1986 plan has been completed and numerous changes within the community have taken place affecting current water usage as well as future demand. The City has since adopted new General Plans (2008 and 2012), installed numerous capital improvements to the water system, and worked on a reuse plan for the Mill Site property covering about 1/3 of the City that upon development will create new demands on the water system.

In November 2013, the City contracted with KASL Engineers to prepare a Water Facilities Study, which includes existing water collection, distribution, and capacity. This study also identified and prioritized critical improvements to the City water supply and treated water distribution systems, network modeling of the existing treated water distribution system, and evaluated the capacity of raw water and treated water systems. They created an in-house Network Hydraulic Model of the City's distribution system for the analysis. That model was updated with the proposed industrial north side water extension in 2019.

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 City of Fort Bragg (including the GP property) relies entirely on surface water to meet water demands.

The City's water system includes:

- The **Water Treatment Plant** is located within the City's Corporation Yard at 31301 Cedar Street in Fort Bragg.
- Water supply comes from **three (3) surface water sources**.
 - Two are spring fed; sourced from Waterfall Gulch and Newman Gulch. These two surface diversions flow via gravity through the raw water pipeline to the water treatment plant.
 - The third is a pump drawing water from the Noyo River. The Noyo River diversion includes a wet well at the Noyo River and a pump station that is a separate conduit that carries raw water to the treatment plant.
- A **45-Acre-Foot Reservoir** at the end of Summers Lane that provides emergency water storage during low flow conditions. The reservoir draws and stores water from Waterfall Gulch.
- A **Small Desalination Plant** has been operational since the fall of 2021. The desalination intake is the same as the Noyo River pump. Brackish water in the river occurring during low flows and high ocean tides is pumped to a storage tank at the water treatment plant. The desalination plant treats this brackish water before discharge to the raw water ponds where it is sent to the treatment plant for further processing.
- There are **four (4) Finished Water Tanks: three (3)** 1.5-million-gallon tanks are located at the Corporation Yard, and **one (1)** 0.3-million-gallon tank located on Highway 20 just outside the City Limits.
- Water is supplied to customers primarily via gravity flow through the water **Distribution System**.
 - Gravity delivery uses water service pressures controlled by water surface elevations in the water treatment plant storage.
 - One area of the City referred to as the East Fort Bragg Pressure Zone (EFBPZ) is located where the elevations are too high to be served by gravity. The EFBPZ is served by a pump station located on Willow Street.
- **Smart Meters**. The City recently began the upgrade of all customer meters to **Badger E-Series Ultrasonic Plus with Integrated Shutoff Valve** (installation contract in progress at time of writing RFP).

Update of the existing plan is essential to direct City staff in developing a plan for future needs. The City's water distribution system is critical to the City's water security, so having a relevant master planning document is crucial to understanding and strategically rehabilitating the

system. The proposals should anticipate providing support to the City from Master Planning through Preliminary Engineering Reporting, which culminates 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 City of Fort Bragg is located in an area subject to **seismic activity**.
 - While there are no active earthquake faults in the City, 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 high potential for water distribution line damage/failure in these locations.
 - One of the primary Water Master Plan goals is to create resiliency in the City’s water 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 City’s **Water Treatment Plant** is currently undergoing rehabilitation (2022) and includes rehab of water tank #2.
 - The City is transitioning to **Smart Water Meters** and the installation contract is in progress. The new meters will provide 100% reading accuracy (up from the current 94.2% accuracy), and include early leak detection alarms both to the City and customers, helping to prevent water loss and increase cost savings. The project will replace all existing meters (up to 2,700 residential water meters and 300 commercial water meters) in existing water meter boxes.
- c. The City 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 City limits. The selected consultant should plan to coordinate with the design engineer selected for this project if it is underway simultaneously with Master Planning. Preliminary hydraulic modelling was performed by KASL in 2019.
- d. The City does not have a **Programmatic EIR** for its utility master plans or Capital Improvement Program (CIP). Historically, City practice has been to undertake environmental review as part of each project. The City is interested in understanding the benefits and risks of the timing of the environmental review for utility master planning.
- e. The following facilities and infrastructure are **Not Planned for Consideration** with this study, unless distribution system investigation deems necessary:
 - a. Existing water sources
 - b. Existing raw water transmission pipes
 - c. Water treatment facilities
 - d. Existing water storage facilities
 - e. Waste Water Treatment Plant
 - f. Storm drainage facilities

PROJECT DESCRIPTION AND GOALS

The Water Master Plan update is expected to consist of review of the existing Master Plan document. 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, permitted water resources, and anticipating future connections. The project includes updates to modeling/mapping of the water distribution infrastructure via computer modeling to provide recommended improvement projects to ensure resiliency to the City's water infrastructure and improve automation and valve isolation capabilities for better control of the system as a whole. Preliminary Engineering Reports will identify projects with detailed project descriptions, priority ranking, schedules, and budgets. Additionally, the City is seeking recommended strategies for climate change, improving water efficiency, and conservation so the City can efficiently maintain existing infrastructure and plan for the future.

Specific issues that the project should address include maximizing planning potential; minimizing water waste; prioritizing crucial infrastructure needs; identifying leaks in water supply lines; improving automation and isolation capabilities, scheduling of water line replacements; coordinating water draws with other users in the area to maintain instream water resources; and working with local watershed groups to maximize the protection of sensitive fish and other members of native river community.

Implementation of this project is also expected to provide the City with itemized project cost estimates that will be used to coordinate investments in maintaining the City's water system into the future utilizing existing permitted water resources and maintaining ecological integrity in our local watersheds.

SCOPE OF WORK

This contract would consist of the following five (5) major tasks:

All Tasks 1-4 and Alternates 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: MASTER PLAN

Review of the existing Master Plan to gain a clear understanding of capacity planning needs, and prepare a distribution system condition assessment including pressure zones, pumps, potentially failing/leaking lines, and all other appurtenances.

TASK 1 DELIVERABLES:

1. Technical report on the existing conditions and constraints of the pipeline and appurtenances, with copies of all data in an appendix.
2. Draft Master Plan Report.

3. 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 adoption of the Final Master Plan.
4. Final Master Plan Report including all other deliverables (listed below) both digitally and three (3) bound hard-copy reports.

TASK 2: MAPPING AND MODELING

Work with staff to evaluate robustness of the City’s mapping resources (GIS/AutoCAD) to handle a new Master Plan modeling, recommend the appropriate system software, and update the distribution System Map Modeling accordingly. This task will include fieldwork, surveying, geotechnical evaluations, potholing utilities, etc., sufficient for mapping deliverables.

TASK 2 DELIVERABLES:

1. Technical memo evaluating acquisition of existing model (and database) prepared by KASL vs. creating a new distribution system model or some combination of each. The report should analyze staff capabilities and capacity, associated cost of varying options, and benefits or consequences of each.
2. Identify and map existing distribution system by researching and reviewing maps and by performing fieldwork and surveying.
3. Complete a field investigation and assessment of existing conditions and constraints of the pipeline and appurtenances.
4. Survey data: Raw data points and processed data.
5. Complete distribution system database (delivered in selected software) including:
 - a. Attributes like mains, valves, hydrants, water meter laterals, pressure zones, pumps, and all other appurtenances; and
 - b. Condition Assessment Data of mapped attributes like pipe size, material, coordinates, age (if known), condition index, priority for replacement, etc.
6. Updated modeling/mapping of water infrastructure packaged and delivered to the City staff in the selected program medium.
7. Use the Risk Assessment Condition Index criteria (established in Task 4 Deliverable 3) to the model database to help improve project prioritization.

TASK 3: ANALYZING ENVIRONMENTAL VARIABLES

Evaluate the existing and proposed water sources and the distribution system in relation to existing and proposed water needs to ensure the system is sized for reasonably Expected Growth, Water Shortage Contingency Planning, and Climate Mitigation Strategies given the City’s existing water sources and potential alternate sources and given the City’s distribution system.

- Review the City’s most up-to-date Municipal Services Review report and evaluate reasonably expected Growth Factors for future potable water delivery to:
 - The GP Mill site;
 - North Fort Bragg industrial water line extension from Pudding Creek to edge of City Limits (a 2022/23 programmed CIP project);
 - Further development/annexation of the Harbor areas; and
 - One (1) additional future annexation area, as defined in most updated LAFCO Municipal Services Review. This will likely be east Fort Bragg area.

- Review the City'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 City's water 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, tsunami, other geologic hazards, flood, and fire;
 - Environmental factors; including soil corrosiveness, pH, ground water, etc.;
 - Environmental Practices; including improving water efficiency, conservation, and working with local watershed groups to maximize the protection of sensitive fish and other members of the native river community.

TASK 3 DELIVERABLES:

1. Technical Report including analysis of future water demand, resiliency planning, and consideration of environmental factors. The report should recommend strategies for Climate Change and other disaster preparedness, address water efficiency and conservation in keeping with environmental constructs and ethical practices, discuss new, innovative, or emerging pipe/water system technologies.
2. Prepare a memo analyzing the cost/benefits of preparing a Programmatic EIR for City utility master plans and proposed Capital Improvement Projects (CIP) and risks of the timing of the environmental review on a project-by-project basis without a comprehensive environmental document.

TASK 4: CAPITAL PROJECT PLANNING

Identify and prioritize critical water system improvements to ensure strategic approach to rehabilitating the system. The study should analyze and prioritize improvements based on information gathered from data analysis, Tasks 1, 2, and 3, meetings with Staff, and ensure first water security of existing customers, followed by recommended improvements for future demand. Improvement strategy should consider:

- Ensuring that adequate water facilities are available to meet current maximum day demands and fire flow demands.
- Capacity Planning and Improvements: Identification of new water demand within the City and recommendations of necessary system modifications to ensure the water demands of future projected growth can be accommodated.
- Analyze the City's current asset management practices for the water distribution system scoping and prioritize future asset management procedures (tracking, evaluating, and replacing aging infrastructure).
- Project Funding Opportunities and funding streams.

TASK 4 DELIVERABLES:

1. Project Practicability Report including hydraulic analysis of any proposed replacement pipeline using material and diameter alternatives based on verified capacity and operational needs.
 - a. This task will require either coordination with the consultant (KASL Engineers) who maintains the City's existing proposed projects to run data through

- existing hydraulic analysis model, procurement of the existing model from KASL, or creation of a new model based on recommendations from Task 2 Deliverable 1.
- b. Include operations and maintenance costs over anticipated service life. Include maintenance specifications and schedules when new materials are proposed for introduction into City system.
- c. Environmental factors; including soil corrosiveness, pH, ground water, etc.;
- 2. Technical memo of risk-based analysis of likelihood of failure and consequence of failure assessing the existing infrastructure conditions and defined risk assessment condition index criteria to help improve the capital project prioritization.
- 3. Recommended projects which include for new, innovative, and emerging water system technology as deemed appropriate for given location, budget, and other factors analyzed herein (i.e. pipe-lining, seismic retrofits, flexible piping, grooved systems, grooved pipe joining methods, flexible coupling housing, expansion joints, C909, etc.).
- 4. Schedule of distribution system rehabilitation projects based on identified priorities funding availability, and feasibility of successful project implementation including factors like staffing.
- 5. Preliminary Engineering Report for all recommended projects needed to bring the system infrastructure into a fully rehabilitated state including, mapping, detailed project descriptions to support environmental review and permitting analysis for seeking project funding from a variety of State and Federal sources; schedules; cost estimates associated with such improvements; grant funding competitiveness analysis; constructability and performance; and priority ranking.
- 6. 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.

ALTERNATE TASKS:

- 1. Preparation of CEQA/NEPA determinations and associated studies needed for grant applications.
- 2. Preparation of Programmatic EIR for CIP projects associated with Utility Master Plans.

AVAILABLE REFERENCE DOCUMENTS:

The following reports and records are available for review and background information:

- a. The current Water Master Plan (1986) and Water Facilities Study (2013).
- b. Planning and Engineering reports and documents, operational data, geographic information data, regulatory standards and policies, jurisdictional land use documents, proposed developments, City’s General Plan (inland and coastal), population projections, Supervisory Control and Data Acquisition (SCADA) settings and controls, meter records, and all other data pertinent to the project.
- c. City’s Standard Specifications and Standard Plans (2009).
- d. Existing water hydraulic distribution model (under ownership of a private engineering firm, but can facilitate information gathering).
- e. Existing water distribution maps (ArcGIS and AutoCAD).

- f. Historical billing records.
- g. Summary of chronic problems by type and locations (e.g. old and weak pipes, unknown pipe alignments, inadequate water pressure issues, water valves not exercised, etc.).
- h. Emergency Preparedness planning documents.
- i. Other relevant studies as needed.



City of Fort Bragg

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Text File

File Number: 22-539

Agenda Date: 10/24/2022

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Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

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

RESOLUTION NO. ____-2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, at a regular meeting on September 26, 2022, the City Council of the City of Fort Bragg adopted Resolution 4600-2022 by which it continued the local emergency;

WHEREAS, at a regular meeting on October 11, 2022, the City Council of the City of Fort Bragg adopted Resolution 4608-2022 by which it continued the local emergency;

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

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

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

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

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-540

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

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

RESOLUTION NO. ____-2022

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

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

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

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

WHEREAS, as of October 13, 2022, the COVID-19 pandemic has killed more than 96,308 Californians; and

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

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

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

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

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

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

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-543

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Approving Salary Rate Compensation Schedule Reclassifying the Systems Analyst - Lead to Mid-Management and Adopting Budget Amendment 2022/23-04 Amending the FY 2022/23 Budget.

Adoption of this Resolution reclassifies the Systems Analyst - Lead and establishes pay rates for all City of Fort Bragg classifications.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING SALARY RATE COMPENSATION SCHEDULE
RECLASSIFYING THE SYSTEMS ANALYST-LEAD TO MID-MANAGEMENT
AND ADOPTING BUDGET AMENDMENT 2022/23-04 AMENDING THE
FY 2022/23 BUDGET**

WHEREAS, the Fort Bragg City Council approves all salary schedules which include classification titles and compensation rates; and

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

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

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

WHEREAS, the City currently has an Information Technology division staff of one; and

WHEREAS, the City of Fort Bragg recognizes the increasing number of worldwide cyber threats against the organization of all sizes and types; and

WHEREAS, the City Council adopted Resolution 4461-2022 approving a consulting contract with DakaDesign, LLC, located in the Fort Bragg area, for IT backup, network administration and network security; and

WHEREAS, the current Information Technology needs of the City continue to be more than one full-time staff member can adequately address; and

WHEREAS, the City undertook a recruitment for an Information Technology professional knowledgeable in network security and many other facets of information technology for a public agency; and

WHEREAS, the City found Deborah Smith the most qualified candidate. Ms. Smith is the owner of DakaDesign, LLC, that the City is currently contracting with for IT backup, network administration and network security; and

WHEREAS, Deborah Smith is already familiar with the City's technology infrastructure and needs, and has extensive information technology and management experience; and

WHEREAS, the City would achieve long-term savings by avoiding the necessity of contracting with DakaDesigns by bringing Deborah Smith's expertise in-house; and

WHEREAS, the Systems Analyst – Lead classification is currently classified as a non-exempt, confidential classification and Ms. Smith's qualifications warrant compensation beyond the current posted compensation range for Systems Analyst – Lead of \$61,838.40 to \$75,171.20 annually; and

WHEREAS, the City would like to reclassify the Systems Analyst – Lead classification to a full-time, exempt, Mid-Management classification with a compensation range consistent with other Mid-Management classifications, with a salary range of \$75,795.20 to \$92,123.20 annually as noted in Exhibit A; and

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

1. The Systems Analyst – Lead classification should be classified as an exempt, Mid-Management classification with compensation consistent with the other Mid-Management classifications as noted in Resolution 4578-2022 and Exhibit A, which is \$75,795.20 to \$92,123.20 annually.
2. The \$22,927 budget amendment to appropriate funds in the current fiscal year is identified in Exhibit B attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the reclassification of the Systems Analyst – Lead to an exempt, Mid-Management classification with the corresponding Mid-Management salary schedule; and approves Budget Amendment 2022/23-04 amending the previously adopted FY 2022-23 Budget to incorporate the changes enumerated in Exhibit B.

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

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

EXHIBIT A

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|--|--|--|------------|------------|------------|------------|------------|
| Administrative Analyst (Confidential; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 26.71 | 28.05 | 29.45 | 30.92 | 32.47 |
| Bi-Weekly | | | | 2,136.80 | 2,244.00 | 2,356.00 | 2,473.60 | 2,597.60 |
| Monthly | | | | 4,629.73 | 4,862.00 | 5,104.67 | 5,359.47 | 5,628.13 |
| Annual | | | | 55,556.80 | 58,344.00 | 61,256.00 | 64,313.60 | 67,537.60 |
| Administrative Assistant - Administration (FBEO) | | | | | | | | |
| Hourly | | | | 24.62 | 25.85 | 27.14 | 28.50 | 29.93 |
| Bi-Weekly | | | | 1,969.60 | 2,068.00 | 2,171.20 | 2,280.00 | 2,394.40 |
| Monthly | | | | 4,267.47 | 4,480.67 | 4,704.27 | 4,940.00 | 5,187.87 |
| Annual | | | | 51,209.60 | 53,768.00 | 56,451.20 | 59,280.00 | 62,254.40 |
| Administrative Assistant - Community Development (FBEO) | | | | | | | | |
| Hourly | | | | 24.62 | 25.85 | 27.14 | 28.50 | 29.93 |
| Bi-Weekly | | | | 1,969.60 | 2,068.00 | 2,171.20 | 2,280.00 | 2,394.40 |
| Monthly | | | | 4,267.47 | 4,480.67 | 4,704.27 | 4,940.00 | 5,187.87 |
| Annual | | | | 51,209.60 | 53,768.00 | 56,451.20 | 59,280.00 | 62,254.40 |
| Administrative Assistant - Police (FBEO) | | | | | | | | |
| Hourly | | | | 24.62 | 25.85 | 27.14 | 28.50 | 29.93 |
| Bi-Weekly | | | | 1,969.60 | 2,068.00 | 2,171.20 | 2,280.00 | 2,394.40 |
| Monthly | | | | 4,267.47 | 4,480.67 | 4,704.27 | 4,940.00 | 5,187.87 |
| Annual | | | | 51,209.60 | 53,768.00 | 56,451.20 | 59,280.00 | 62,254.40 |
| Assistant Director - Engineering Division (Mid-Management; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 36.44 | 38.26 | 40.17 | 42.18 | 44.29 |
| Bi-Weekly | | | | 2,915.20 | 3,060.80 | 3,213.60 | 3,374.40 | 3,543.20 |
| Monthly | | | | 6,316.27 | 6,631.73 | 6,962.80 | 7,311.20 | 7,676.93 |
| Annual | | | | 75,795.20 | 79,580.80 | 83,553.60 | 87,734.40 | 92,123.20 |
| Assistant City Engineer (FBEO) | | | | | | | | |
| Hourly | | | | 33.24 | 34.90 | 36.65 | 38.48 | 40.40 |
| Bi-Weekly | | | | 2,659.20 | 2,792.00 | 2,932.00 | 3,078.40 | 3,232.00 |
| Monthly | | | | 5,761.60 | 6,049.33 | 6,352.67 | 6,669.87 | 7,002.67 |
| Annual | | | | 69,139.20 | 72,592.00 | 76,232.00 | 80,038.40 | 84,032.00 |
| Assistant City Manager (Executive; At-Will) | | | | | | | | |
| Hourly | | | | 49.29 | 51.75 | 54.34 | 57.06 | 59.91 |
| Bi-Weekly | | | | 3,943.20 | 4,140.00 | 4,347.20 | 4,564.80 | 4,792.80 |
| Monthly | | | | 8,543.60 | 8,970.00 | 9,418.93 | 9,890.40 | 10,384.40 |
| Annual | | | | 102,523.20 | 107,640.00 | 113,027.20 | 118,684.80 | 124,612.80 |
| Assistant Finance Director (Mid-Management; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 39.42 | 41.39 | 43.46 | 45.63 | 47.91 |
| Bi-Weekly | | | | 3,153.60 | 3,311.20 | 3,476.80 | 3,650.40 | 3,832.80 |
| Monthly | | | | 6,832.80 | 7,174.27 | 7,533.07 | 7,909.20 | 8,304.40 |
| Annual | | | | 81,993.60 | 86,091.20 | 90,396.80 | 94,910.40 | 99,652.80 |

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|--|--|--|------------|--|-----------|-----------|-----------|
| Assistant Planner (FBEO) | | | | | | | | |
| Hourly | | | | 31.67 | 33.25 | 34.91 | 36.66 | 38.49 |
| Bi-Weekly | | | | 2,533.60 | 2,660.00 | 2,792.80 | 2,932.80 | 3,079.20 |
| Monthly | | | | 5,489.47 | 5,763.33 | 6,051.07 | 6,354.40 | 6,671.60 |
| Annual | | | | 65,873.60 | 69,160.00 | 72,612.80 | 76,252.80 | 80,059.20 |
| Associate Planner (FBEO) | | | | | | | | |
| Hourly | | | | 32.79 | 34.43 | 36.15 | 37.96 | 39.86 |
| Bi-Weekly | | | | 2,623.20 | 2,754.40 | 2,892.00 | 3,036.80 | 3,188.80 |
| Monthly | | | | 5,683.60 | 5,967.87 | 6,266.00 | 6,579.73 | 6,909.07 |
| Annual | | | | 68,203.20 | 71,614.40 | 75,192.00 | 78,956.80 | 82,908.80 |
| City Clerk (Mid-Management; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 36.44 | 38.26 | 40.17 | 42.18 | 44.29 |
| Bi-Weekly | | | | 2,915.20 | 3,060.80 | 3,213.60 | 3,374.40 | 3,543.20 |
| Monthly | | | | 6,316.27 | 6,631.73 | 6,962.80 | 7,311.20 | 7,676.93 |
| Annual | | | | 75,795.20 | 79,580.80 | 83,553.60 | 87,734.40 | 92,123.20 |
| City Councilmember (Elected) | | | | | | | | |
| Hourly | | | | | | | | |
| Bi-Weekly | | | | 138.46 | | | | |
| Monthly | | | | 300.00 | | | | |
| Annual | | | | 3,600.00 | Plus \$100/mo for Special District Meeting | | | |
| City Manager (Executive; At Will; Contract) | | | | | | | | |
| Hourly | | | | 76.30 | | | | |
| Bi-Weekly | | | | 6,104.12 | | | | |
| Monthly | | | | 13,225.58 | | | | |
| Annual | | | | 158,707.00 | | | | |
| City Manager (Temporary Executive; At Will) | | | | | | | | |
| Hourly | | | | 76.30 | | | | |
| Code Enforcement Officer (FBEO) | | | | | | | | |
| Hourly | | | | 31.67 | 33.25 | 34.91 | 36.66 | 38.49 |
| Bi-Weekly | | | | 2,533.60 | 2,660.00 | 2,792.80 | 2,932.80 | 3,079.20 |
| Monthly | | | | 5,489.47 | 5,763.33 | 6,051.07 | 6,354.40 | 6,671.60 |
| Annual | | | | 65,873.60 | 69,160.00 | 72,612.80 | 76,252.80 | 80,059.20 |
| Community Services Officer (FBPA) | | | | | | | | |
| Hourly | | | | 22.06 | 23.16 | 24.32 | 25.54 | 26.82 |
| Bi-Weekly | | | | 1,764.80 | 1,852.80 | 1,945.60 | 2,043.20 | 2,145.60 |
| Monthly | | | | 3,823.73 | 4,014.40 | 4,215.47 | 4,426.93 | 4,648.80 |
| Annual | | | | 45,884.80 | 48,172.80 | 50,585.60 | 53,123.20 | 55,785.60 |

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|--|--|--|------------|------------|------------|------------|------------|
| Construction Project Manager (Mid-Management; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 42.39 | 44.51 | 46.74 | 49.08 | 51.53 |
| Bi-Weekly | | | | 3,391.20 | 3,560.80 | 3,739.20 | 3,926.40 | 4,122.40 |
| Monthly | | | | 7,347.60 | 7,715.07 | 8,101.60 | 8,507.20 | 8,931.87 |
| Annual | | | | 88,171.20 | 92,580.80 | 97,219.20 | 102,086.40 | 107,182.40 |
| Construction Project Manager (Temporary, Part-time, At-Will) | | | | | | | | |
| | | | | 42.39 | 44.51 | 46.74 | 49.08 | 51.53 |
| Director - Community Development Department (Executive; At Will) | | | | | | | | |
| Hourly | | | | 49.29 | 51.75 | 54.34 | 57.06 | 59.91 |
| Bi-Weekly | | | | 3,943.20 | 4,140.00 | 4,347.20 | 4,564.80 | 4,792.80 |
| Monthly | | | | 8,543.60 | 8,970.00 | 9,418.93 | 9,890.40 | 10,384.40 |
| Annual | | | | 102,523.20 | 107,640.00 | 113,027.20 | 118,684.80 | 124,612.80 |
| Director - Finance/City Treasurer (Executive; At-Will) | | | | | | | | |
| Hourly | | | | 49.29 | 51.75 | 54.34 | 57.06 | 59.91 |
| Bi-Weekly | | | | 3,943.20 | 4,140.00 | 4,347.20 | 4,564.80 | 4,792.80 |
| Monthly | | | | 8,543.60 | 8,970.00 | 9,418.93 | 9,890.40 | 10,384.40 |
| Annual | | | | 102,523.20 | 107,640.00 | 113,027.20 | 118,684.80 | 124,612.80 |
| Director of Public Works (Executive; At Will) | | | | | | | | |
| Hourly | | | | 49.29 | 51.75 | 54.34 | 57.06 | 59.91 |
| Bi-Weekly | | | | 3,943.20 | 4,140.00 | 4,347.20 | 4,564.80 | 4,792.80 |
| Monthly | | | | 8,543.60 | 8,970.00 | 9,418.93 | 9,890.40 | 10,384.40 |
| Annual | | | | 102,523.20 | 107,640.00 | 113,027.20 | 118,684.80 | 124,612.80 |
| Engineering Technician (FBEO) | | | | | | | | |
| Hourly | | | | 30.15 | 31.66 | 33.24 | 34.90 | 36.65 |
| Bi-Weekly | | | | 2,412.00 | 2,532.80 | 2,659.20 | 2,792.00 | 2,932.00 |
| Monthly | | | | 5,226.00 | 5,487.73 | 5,761.60 | 6,049.33 | 6,352.67 |
| Annual | | | | 62,712.00 | 65,852.80 | 69,139.20 | 72,592.00 | 76,232.00 |
| Environmental Compliance Coordinator (FBEO) | | | | | | | | |
| Hourly | | | | 34.87 | 36.61 | 38.44 | 40.36 | 42.38 |
| Bi-Weekly | | | | 2,789.60 | 2,928.80 | 3,075.20 | 3,228.80 | 3,390.40 |
| Monthly | | | | 6,044.13 | 6,345.73 | 6,662.93 | 6,995.73 | 7,345.87 |
| Annual | | | | 72,529.60 | 76,148.80 | 79,955.20 | 83,948.80 | 88,150.40 |
| Finance Technician I (FBEO) | | | | | | | | |
| Hourly | | | | 22.19 | 23.30 | 24.47 | 25.69 | 26.97 |
| Bi-Weekly | | | | 1,775.20 | 1,864.00 | 1,957.60 | 2,055.20 | 2,157.60 |
| Monthly | | | | 3,846.27 | 4,038.67 | 4,241.47 | 4,452.93 | 4,674.80 |
| Annual | | | | 46,155.20 | 48,464.00 | 50,897.60 | 53,435.20 | 56,097.60 |

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|--|--|--|-----------|-----------|-----------|-----------|-----------|
| Finance Technician II (FBEO) | | | | | | | | |
| Hourly | | | | 24.47 | 25.69 | 26.97 | 28.32 | 29.74 |
| Bi-Weekly | | | | 1,957.60 | 2,055.20 | 2,157.60 | 2,265.60 | 2,379.20 |
| Monthly | | | | 4,241.47 | 4,452.93 | 4,674.80 | 4,908.80 | 5,154.93 |
| Annual | | | | 50,897.60 | 53,435.20 | 56,097.60 | 58,905.60 | 61,859.20 |
| Finance Technician III (FBEO) | | | | | | | | |
| Hourly | | | | 26.97 | 28.32 | 29.74 | 31.23 | 32.79 |
| Bi-Weekly | | | | 2,157.60 | 2,265.60 | 2,379.20 | 2,498.40 | 2,623.20 |
| Monthly | | | | 4,674.80 | 4,908.80 | 5,154.93 | 5,413.20 | 5,683.60 |
| Annual | | | | 56,097.60 | 58,905.60 | 61,859.20 | 64,958.40 | 68,203.20 |
| Government Accountant I (FBEO) | | | | | | | | |
| Hourly | | | | 29.73 | 31.22 | 32.78 | 34.42 | 36.14 |
| Bi-Weekly | | | | 2,378.40 | 2,497.60 | 2,622.40 | 2,753.60 | 2,891.20 |
| Monthly | | | | 5,153.20 | 5,411.47 | 5,681.87 | 5,966.13 | 6,264.27 |
| Annual | | | | 61,838.40 | 64,937.60 | 68,182.40 | 71,593.60 | 75,171.20 |
| Grants Coordinator (FBEO) | | | | | | | | |
| Hourly | | | | 29.73 | 31.22 | 32.78 | 34.42 | 36.14 |
| Bi-Weekly | | | | 2,378.40 | 2,497.60 | 2,622.40 | 2,753.60 | 2,891.20 |
| Monthly | | | | 5,153.20 | 5,411.47 | 5,681.87 | 5,966.13 | 6,264.27 |
| Annual | | | | 61,838.40 | 64,937.60 | 68,182.40 | 71,593.60 | 75,171.20 |
| Housing and Economic Development Coordinator (Confidential; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 33.25 | 34.91 | 36.66 | 38.49 | 40.41 |
| Bi-Weekly | | | | 2,660.00 | 2,792.80 | 2,932.80 | 3,079.20 | 3,232.80 |
| Monthly | | | | 5,763.33 | 6,051.07 | 6,354.40 | 6,671.60 | 7,004.40 |
| Annual | | | | 69,160.00 | 72,612.80 | 76,252.80 | 80,059.20 | 84,052.80 |
| Human Resources Analyst (Confidential; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 26.71 | 28.05 | 29.45 | 30.92 | 32.47 |
| Bi-Weekly | | | | 2,136.80 | 2,244.00 | 2,356.00 | 2,473.60 | 2,597.60 |
| Monthly | | | | 4,629.73 | 4,862.00 | 5,104.67 | 5,359.47 | 5,628.13 |
| Annual | | | | 55,556.80 | 58,344.00 | 61,256.00 | 64,313.60 | 67,537.60 |
| Intern (Part-time, Less than 20 hours week; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 18.00 | | | | |
| Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 21.00 | | | | |
| Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 21.00 | | | | |

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|--|--|--|------------|------------|------------|------------|------------|
| Police Captain (Mid-Management; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 55.55 | 58.33 | 61.25 | 64.31 | 67.53 |
| Bi-Weekly | | | | 4,444.00 | 4,666.40 | 4,900.00 | 5,144.80 | 5,402.40 |
| Monthly | | | | 9,628.67 | 10,110.53 | 10,616.67 | 11,147.07 | 11,705.20 |
| Annual | | | | 115,544.00 | 121,326.40 | 127,400.00 | 133,764.80 | 140,462.40 |
| Police Chief (Executive; At Will) | | | | | | | | |
| Hourly | | | | 73.22 | 76.88 | 80.72 | 84.76 | 89.00 |
| Bi-Weekly | | | | 5,373.60 | 6,150.40 | 6,457.60 | 6,780.80 | 7,120.00 |
| Monthly | | | | 11,642.80 | 13,325.87 | 13,991.47 | 14,691.73 | 15,426.67 |
| Annual | | | | 139,713.60 | 159,910.40 | 167,897.60 | 176,300.80 | 185,120.00 |
| Police Sergeant Intermediate POST (FBPA) | | | | | | | | |
| Hourly | | | | 41.68 | 43.76 | 45.95 | 48.25 | 50.66 |
| Bi-Weekly | | | | 3,334.40 | 3,500.80 | 3,676.00 | 3,860.00 | 4,052.80 |
| Monthly | | | | 7,224.53 | 7,585.07 | 7,964.67 | 8,363.33 | 8,781.07 |
| Annual | | | | 86,694.40 | 91,020.80 | 95,576.00 | 100,360.00 | 105,372.80 |
| Police Sergeant Advance POST (FBPA) | | | | | | | | |
| Hourly | | | | 44.07 | 46.27 | 48.58 | 51.01 | 53.56 |
| Bi-Weekly | | | | 3,525.60 | 3,701.60 | 3,886.40 | 4,080.80 | 4,284.80 |
| Monthly | | | | 7,638.80 | 8,020.13 | 8,420.53 | 8,841.73 | 9,283.73 |
| Annual | | | | 91,665.60 | 96,241.60 | 101,046.40 | 106,100.80 | 111,404.80 |
| Police Officer Basic POST (FBPA) | | | | | | | | |
| Hourly | | | | 32.45 | 34.07 | 35.77 | 37.56 | 39.44 |
| Bi-Weekly | | | | 2,596.00 | 2,725.60 | 2,861.60 | 3,004.80 | 3,155.20 |
| Monthly | | | | 5,624.67 | 5,905.47 | 6,200.13 | 6,510.40 | 6,836.27 |
| Annual | | | | 67,496.00 | 70,865.60 | 74,401.60 | 78,124.80 | 82,035.20 |
| Police Officer Intermediate POST (FBPA) | | | | | | | | |
| Hourly | | | | 34.07 | 35.77 | 37.56 | 39.44 | 41.41 |
| Bi-Weekly | | | | 2,725.60 | 2,861.60 | 3,004.80 | 3,155.20 | 3,312.80 |
| Monthly | | | | 5,905.47 | 6,200.13 | 6,510.40 | 6,836.27 | 7,177.73 |
| Annual | | | | 70,865.60 | 74,401.60 | 78,124.80 | 82,035.20 | 86,132.80 |
| Police Officer Advance POST (FBPA) | | | | | | | | |
| Hourly | | | | 35.74 | 37.53 | 39.41 | 41.38 | 43.45 |
| Bi-Weekly | | | | 2,859.20 | 3,002.40 | 3,152.80 | 3,310.40 | 3,476.00 |
| Monthly | | | | 6,194.93 | 6,505.20 | 6,831.07 | 7,172.53 | 7,531.33 |
| Annual | | | | 74,339.20 | 78,062.40 | 81,972.80 | 86,070.40 | 90,376.00 |
| Police Recruit (1040 hours; FBPA) | | | | | | | | |
| Hourly | | | | 27.88 | | | | |
| Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 18.00 | | | | |

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|--|--|--|-----------|-----------|-----------|-----------|-----------|
| Public Works Administrative Analyst (FBEO) | | | | | | | | |
| Hourly | | | | 26.71 | 28.05 | 29.45 | 30.92 | 32.47 |
| Bi -Weekly | | | | 2,136.80 | 2,244.00 | 2,356.00 | 2,473.60 | 2,597.60 |
| Monthly | | | | 4,629.73 | 4,862.00 | 5,104.67 | 5,359.47 | 5,628.13 |
| Annual | | | | 55,556.80 | 58,344.00 | 61,256.00 | 64,313.60 | 67,537.60 |
| Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 18.00 | | | | |
| Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 18.00 | | | | |
| Social Services Liaison-Crisis Worker (Temporary, Full-Time) | | | | | | | | |
| Hourly | | | | 25.00 | | | | |
| Social Services Liaison-Crisis Worker (Temporary, 80% Part-Time) | | | | | | | | |
| | | | | 25.00 | | | | |
| Special Investigator Basic POST (FBPA) | | | | | | | | |
| Hourly | | | | 34.07 | 35.77 | 37.56 | 39.44 | 41.41 |
| Bi-Weekly | | | | 2,725.60 | 2,861.60 | 3,004.80 | 3,155.20 | 3,312.80 |
| Monthly | | | | 5,905.47 | 6,200.13 | 6,510.40 | 6,836.27 | 7,177.73 |
| Annual | | | | 70,865.60 | 74,401.60 | 78,124.80 | 82,035.20 | 86,132.80 |
| Special Investigator Intermediate POST (FBPA) | | | | | | | | |
| Hourly | | | | 35.77 | 37.56 | 39.44 | 41.41 | 43.48 |
| Bi-Weekly | | | | 2,861.60 | 3,004.80 | 3,155.20 | 3,312.80 | 3,478.40 |
| Monthly | | | | 6,200.13 | 6,510.40 | 6,836.27 | 7,177.73 | 7,536.53 |
| Annual | | | | 74,401.60 | 78,124.80 | 82,035.20 | 86,132.80 | 90,438.40 |
| Special Investigator Advanced POST (FBPA) | | | | | | | | |
| Hourly | | | | 37.53 | 39.41 | 41.38 | 43.45 | 45.62 |
| Bi-Weekly | | | | 3,002.40 | 3,152.80 | 3,310.40 | 3,476.00 | 3,649.60 |
| Monthly | | | | 6,505.20 | 6,831.07 | 7,172.53 | 7,531.33 | 7,907.47 |
| Annual | | | | 78,062.40 | 81,972.80 | 86,070.40 | 90,376.00 | 94,889.60 |
| Systems Analyst - Lead (Mid-Management; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 36.44 | 38.26 | 40.17 | 42.18 | 44.29 |
| Bi-Weekly | | | | 2,915.20 | 3,060.80 | 3,213.60 | 3,374.40 | 3,543.20 |
| Monthly | | | | 6,316.27 | 6,631.73 | 6,962.80 | 7,311.20 | 7,676.93 |
| Annual | | | | 75,795.20 | 79,580.80 | 83,553.60 | 87,734.40 | 92,123.20 |
| Systems Analyst (Confidential; Non-Bargaining) | | | | | | | | |
| Hourly | | | | 29.73 | 31.22 | 32.78 | 34.42 | 36.14 |
| Bi-Weekly | | | | 2,378.40 | 2,497.60 | 2,622.40 | 2,753.60 | 2,891.20 |
| Monthly | | | | 5,153.20 | 5,411.47 | 5,681.87 | 5,966.13 | 6,264.27 |
| Annual | | | | 61,838.40 | 64,937.60 | 68,182.40 | 71,593.60 | 75,171.20 |

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.24.2022 Reclassify Systems Analyst - Lead to Mid-Management. Reso XXXX-2022

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|--|--|--|-----------|-----------|-----------|-----------|-----------|
| Systems Technician (FBEO) | | | | | | | | |
| Hourly | | | | 22.81 | 23.95 | 25.15 | 26.41 | 27.73 |
| Bi-Weekly | | | | 1,824.80 | 1,916.00 | 2,012.00 | 2,112.80 | 2,218.40 |
| Monthly | | | | 3,953.73 | 4,151.33 | 4,359.33 | 4,577.73 | 4,806.53 |
| Annual | | | | 47,444.80 | 49,816.00 | 52,312.00 | 54,932.80 | 57,678.40 |
| Treatment Plant Operator-in-Training (FBEO) | | | | | | | | |
| Hourly | | | | 20.27 | 21.28 | 22.34 | 23.46 | 24.63 |
| Bi-Weekly | | | | 1,621.60 | 1,702.40 | 1,787.20 | 1,876.80 | 1,970.40 |
| Monthly | | | | 3,513.47 | 3,688.53 | 3,872.27 | 4,066.40 | 4,269.20 |
| Annual | | | | 42,161.60 | 44,262.40 | 46,467.20 | 48,796.80 | 51,230.40 |
| Treatment Plant Operator I (FBEO) | | | | | | | | |
| Hourly | | | | 25.16 | 26.42 | 27.74 | 29.13 | 30.59 |
| Bi-Weekly | | | | 2,012.80 | 2,113.60 | 2,219.20 | 2,330.40 | 2,447.20 |
| Monthly | | | | 4,361.07 | 4,579.47 | 4,808.27 | 5,049.20 | 5,302.27 |
| Annual | | | | 52,332.80 | 54,953.60 | 57,699.20 | 60,590.40 | 63,627.20 |
| Treatment Plant Operator II (FBEO) | | | | | | | | |
| Hourly | | | | 26.43 | 27.75 | 29.14 | 30.60 | 32.13 |
| Biweekly | | | | 2,114.40 | 2,220.00 | 2,331.20 | 2,448.00 | 2,570.40 |
| Monthly | | | | 4,581.20 | 4,810.00 | 5,050.93 | 5,304.00 | 5,569.20 |
| Annual | | | | 54,974.40 | 57,720.00 | 60,611.20 | 63,648.00 | 66,830.40 |
| Treatment Plant Operator - Wastewater, Lead (FBEO) | | | | | | | | |
| Hourly | | | | 30.39 | 31.91 | 33.51 | 35.19 | 36.95 |
| Biweekly | | | | 2,431.20 | 2,552.80 | 2,680.80 | 2,815.20 | 2,956.00 |
| Monthly | | | | 5,267.60 | 5,531.07 | 5,808.40 | 6,099.60 | 6,404.67 |
| Annual | | | | 63,211.20 | 66,372.80 | 69,700.80 | 73,195.20 | 76,856.00 |
| Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO) | | | | | | | | |
| Hourly | | | | 31.91 | 33.51 | 35.19 | 36.95 | 38.80 |
| Biweekly | | | | 2,552.80 | 2,680.80 | 2,815.20 | 2,956.00 | 3,104.00 |
| Monthly | | | | 5,531.07 | 5,808.40 | 6,099.60 | 6,404.67 | 6,725.33 |
| Annual | | | | 66,372.80 | 69,700.80 | 73,195.20 | 76,856.00 | 80,704.00 |



City of Fort Bragg

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

Text File

File Number: 22-547

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

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

The United States Department of Agriculture's Community Facilities Grant Program issued notification of available funding opportunities requiring expedited application submittal by September 19, 2022 allowing the City to submit an emergency application to apply for the financial assistance as per matching funds for the purchase of two utility trucks and one dump truck. The emergency application was submitted September 19, 2022 and is awaiting its assigned application number. It is required that the Grantee (City of Fort Bragg) match up to 45% of the purchase costs of which the purchase costs have been identified in the Vehicle Replacement and Maintenance and Purchases Budget for FY 2022/23, if awarded. The City has complied with the USDA requirement of publishing notice of this meeting in a local newspaper of general circulation by publishing a notice on October 6, 2022.

RESOLUTION NO. ____-2022

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

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

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

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

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

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

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

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

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

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

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

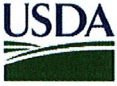
The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24th of October 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



COMMUNITY FACILITIES GRANT CERTIFICATION

The undersigned certifies that:

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

City of Fort Bragg

Name of Organization

Peggy Duvey

Signature of Authorized Official

09/19/2022

Date

APPLICANT'S FEASIBILITY REPORT

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

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

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

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

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

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

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

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

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

5. Cost Estimate.

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

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

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

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

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

| | |
|---|--------------------|
| 9. Signature and Title of Applicant Official <i>Peggy Sucey</i> , City Manager | Date 09-19-2022 |
|---|--------------------|

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

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

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

Peggy Sucey
(name)

09/19/2022
(date)

City Manager
(title)

oOo



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

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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


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

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

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

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

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

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

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

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

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

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

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

Signed by the Recipient on the date first written above.

Peggy Ducey Recipient

_____ Recipient

(CORPORATE SEAL)

Peggy Ducey, City Manager
Name of Corporate Recipient

Attest:

_____ Secretary

By _____ President

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The City of Fort Bragg
(name of recipient)

416 N. Franklin Street, Fort Bragg CA 95437

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

- 1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
- 2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
- 3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
- 4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, City of Fort Bragg on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

City of Fort Bragg C/o Peggy Ducey

Recipient

09-19-2022

Date

City Manager

Title

(SEAL)
Attest: Peggy Ducey, City Manager
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006

Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

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

SECTION B - BUDGET CATEGORIES

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

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

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

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

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

USDA RD SANTA ROSA CA

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

COMMUNITY FACILITIES LOANS AND GRANTS

*** 12. Funding Opportunity Number:**

* Title:

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

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

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

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

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

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

Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

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

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:



City of Fort Bragg

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

Text File

File Number: 22-534

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5G.

Receive and File Minutes of the August 23, 2022 Community Development Committee Meeting



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Tuesday, August 23, 2022

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: Peggy Ducey, Heather Gurewitz, Chantell O'Neal, Sarah Peters, Valerie Stump

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. [22-418](#) Minutes of the July 26, 2022 Community Development Committee Meeting

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

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

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [22-419](#) Presentation by Mr. Ron White: Guided Tours on the Coastal Trail

Mr. Ron White presented the prepared report on guided tours on the Coastal Trail. He provided information on his professional background, the impetus for the Roving Ranger program and a description of the program. Mr. White responded to questions from Committee members, including whether or not he will charge a fee for the tours.

There were no Public Comments on this item.

3B. [22-417](#) Receive Oral Update on Central Business District Revitalization Efforts

Code Enforcement Officer Stump presented the prepared report and responded to Committee member questions about the status of the Town Hall restrooms project. Assistant Director O'Neal brought forward the issue of busking in the downtown area, which is currently not allowed per the Municipal code. There has recently been a request by someone who is interested in playing music downtown, and the issue has also come up at a recent Visit Fort Bragg committee meeting. After discussion, staff were directed to bring the issue of busking back to the

Community Development Committee as an agenda item for further discussion at the next meeting.

There were no Public Comments on this item.

4. MATTERS FROM COMMITTEE / STAFF

Matters from Committee Members: Vice chair Morsell-Haye shared that Visit Fort Bragg's new subcommittee for arts and culture met for the first time to discuss the possibility of an arts and culture district downtown or in the City at large.

Matters from Staff: None.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:28 P.M.



City of Fort Bragg

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

Text File

File Number: 22-538

Agenda Date: 10/24/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5H.

Approve Minutes of October 11, 2022



City of Fort Bragg

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

Meeting Minutes City Council

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

Tuesday, October 11, 2022

6:00 PM

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

CALL TO ORDER

Acting Mayor Morsell-Haye called the meeting to order at 6:00 PM,
Councilmember Rafanan appearing by video conference.

PLEDGE OF ALLEGIANCE

ROLL CALL

- Present:** 4 - Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith,
Councilmember Lindy Peters and Councilmember Marcia Rafanan
- Absent:** 1 - Mayor Bernie Norvell

AGENDA REVIEW

Acting Mayor Morsell-Haye announced that she was moving Item 8C before Item 7A on tonight's agenda.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

Acting Mayor Morsell-Haye noted that the City is seeking applicants to serve on the Noyo Harbor Commission. Anyone interested in serving on the Commission should contact the City Clerk for an application. The Acting Mayor appointed an ad hoc committee consisting of Mayor Norvell and Councilmember Peters to review all submitted applications.

- 1A. [22-511](#)** Presentation of Proclamation Recognizing the Second Week of October 2022 as Code Enforcement Appreciation Week

Councilmember Peters read the Proclamation and presented it to Code Enforcement Officer Stump, thanking her for her service to the City. Ms. Stump thanked the Council for the honor and said she is proud of her work and takes it very seriously.

- 1B. [22-521](#)** Presentation of Proclamation Declaring October 2022 as Domestic Violence Awareness Month

Acting Mayor Morsell-Haye read the Proclamation and presented it to Project Sanctuary representatives. Athena Bolton spoke briefly and invited people to wear purple during Domestic Violence Awareness month.

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

- (1) Jay McMartin-Rosenquist commented on Breast Cancer Awareness month and a public records request. Jenny Shattuck asked for an update on the Caltrans Main Street project. Shelley Green spoke about the local economy and tiered care. Mary Rose Kaczorowski said October is cyber security awareness month. John Gallo commented on scenario and contingency planning and maintaining recession reserves in case of a rare event.
- (2) None.
- (3) N/A.

3. STAFF COMMENTS

City Manager Ducey noted that the League of Women Voters will hold a City Council Candidate forum this Friday at Town Hall. City Clerk Lemos reported on the ballot drop off location at the front of City Hall. Chief Cervenka said he was sworn in last week as the 2nd Vice President of the California Peace Officers Association (CPOA). He said the Police Department is getting more involved on a statewide level, and Captain O'Neal is now on the Regional Board for the CPOA. The Police Department will be offering a new training program to its officers.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Albin-Smith reported that MTA costs are down by two-thirds since they have purchased electric buses. She encouraged members of the public to contact the County Registrar of Voters to volunteer to be poll workers on election day. Councilmember Peters reported on Sonoma Clean Power's grand opening of their Advanced Energy Center which provides information on energy savings, clean power and evergreen programs. He reported that Fort Bragg's Homecoming was last Friday, and noted that the late Tony Anderson was honored there.

5. CONSENT CALENDAR

Approval of the Consent Calendar

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

Aye: 4 - Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Absent: 1 - Mayor Norvell

- 5A. [22-520](#)** Adopt by Title Only and Waive the Second Reading of Ordinance 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 982-2022

- 5B. [22-519](#)** Adopt by Title Only and Waive the Second Reading of Ordinance 983-2022

Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 983-2022

5C. [22-503](#)

Adopt City Council Resolution Updating the City of Fort Bragg Master Salary Compensation Schedule to Add a Special Investigator Classification

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4605-2022

5D. [22-505](#)

Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for the Design of the 2022 Streets Rehabilitation Project, Project No. PWP-00120, Increasing the Amount of the Design Contract with R.E.Y. Engineers, Inc., by a Not to Exceed Amount of \$32,900 (Account No. 421-4870-0731)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4606-2022

5E. [22-512](#)

Adopt City Council Resolution Endorsing Measure O

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4607-2022

5F. [22-514](#)

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

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4608-2022

5G. [22-515](#)

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

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4609-2022

5H. [22-518](#)

Approve Minutes of September 26, 2022

These Minutes were approved on the Consent Calendar.

5J. [22-516](#)

Approve Minutes of Special Meeting of October 3, 2022

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

- 8C.** [22-513](#) Receive Report Regarding State of California Permanent Local Housing Allocation Program and Provide Direction to Staff

Grants Coordinator Peterson and Assistant City Manager McCormick presented the staff report on this agenda item.

Public Comments were received from Mary Rose Kaczorowski and Jacob Patterson.

Direction: Council directed staff to work toward obtaining funding for inclusionary housing and workforce housing projects. Staff is to bring back more specifics on the PHLA funds and investigate and identify additional loan programs and CDBG funds for improving existing housing stock.

This matter was referred to staff.

7. PUBLIC HEARING

- 7A.** [22-479](#) Conduct Public Hearing, Receive Report and Public Comment on Draft Environmental Impact Report for the Proposed Grocery Outlet

Acting Mayor Morsell-Haye opened the public hearing at 7:13 PM.

Associate Planner Gurewitz summarized the staff report and introduced Elise Carroll of DeNovo Planning who gave a presentation to City Council about the Draft Environmental Impact Report (EIR) for the Grocery Outlet project. She stated that the draft EIR finds that no significant and unavoidable impacts would result from the project. The 45-day public review period will end on October 31, 2022.

Public Comment was received from Richard Garcia, Cathering Hume, Mary Rose Kaczorowski, Leslie Kashiwada, Annemarie Weibel, Andrew Jordan and Jay McMartin-Rosenquist.

Acting Mayor Morsell-Haye closed the public hearing at 7:50 PM.

Discussion: Some Councilmembers discussed traffic issues that may result from the project. No Council action was required for this public hearing.

Acting Mayor Morsell-Haye recessed the meeting at 7:54 PM; the meeting reconvened at 8:01 PM.

This agenda item was not acted on.

8. CONDUCT OF BUSINESS

- 8A.** [22-478](#) Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Gutierrez / Associates Architects & Planners to Provide Design and Engineering Services for the Fire Station Rehabilitation Project, City Project No. PWP-00124, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$199,000)

Assistant City Engineer Huerta presented the staff report on this agenda item.

Public Comment: None.

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

vote:

Aye: 4 - Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Absent: 1 - Mayor Norvell

Enactment No: RES 4610-2022

- 8B.** [22-510](#) Receive Recommendation from the Finance and Administration Committee on the Section 115 Investment Strategy with Public Agency Retirement Services (PARS) for the Purpose of Pre-funding the City's Future Unfunded Liability with the California Public Employees' Retirement System (CalPERS) and Provide Direction to Staff

Finance Director Whippy presented the staff report on this agenda item.

Public Comment: None.

Direction: Council directed staff to proceed with an active moderately conservative investment strategy and bring this matter back for approval on a future Consent Calendar.

This Staff Report was referred to staff.

9. CLOSED SESSION

ADJOURNMENT

Acting Mayor Morsell-Haye adjourned the meeting at 8:27 PM.

 BERNIE NORVELL, MAYOR

 June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 22-545

Agenda Date: 10/24/2022

Version: 1

Status: Business

In Control: City Council

File Type: Appointment

Agenda Number: 8A.

Interview Applicants for Noyo Harbor Commission Appointment



AGENCY: City Council
MEETING DATE: October 24, 2022
DEPARTMENT: Administrative Services
PRESENTED BY: J. Lemos
EMAIL ADDRESS: jlemos@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Interview Applicants for Noyo Harbor Commission Appointment

ISSUE:

The Noyo Harbor Commission, consisting of five members, is the governing body of the Noyo Harbor District. As of October 31, 2022, one of the two City-appointed positions on the Commission will become vacant and must be filled. The appointment will run from October 31, 2022 to October 31, 2026.

ANALYSIS:

The Fort Bragg City Council appoints two Commissioners to serve on the Noyo Harbor Commission; the County of Mendocino appoints two Commissioners; and the City and County jointly appoint the Chair. This Commission oversees operations of Noyo Harbor. Appointees to the Harbor Commission must reside within the Noyo Harbor District boundaries and serve for a four-year term.

On January 14, 2019, the City Council appointed Michelle Norvell as Noyo Harbor Commissioner. Ms. Norvell's term will expire on October 31, 2022. The Council must now select an appointee to serve for the next four years on the Noyo Harbor Commission.

In an October 7, 2022 press release, the City announced that applications were being accepted for appointee to the Noyo Harbor Commission. Five timely applications were received from: Michael Campbell, Grant Downie, Leslie Kashiwada, Gabriel Quinn Maroney, and Louis Sciocchetti.

On October 11, 2022, Acting Mayor Morsell-Haye appointed an ad hoc committee consisting of Mayor Norvell and Councilmember Peters to review all submitted applications. The committee reviewed the applications, conducted interviews of all candidates, and may make recommendations to the full City Council at this meeting.

The Council may pose questions to the applicants. Proposed questions are attached for Council's use if desired. Council can conduct interviews, deliberate, and select an appointee to the Noyo Harbor Commission. Alternatively, staff can be directed to recruit for additional applications prior to an appointment.

RECOMMENDED ACTION:

Conduct interviews of applicants, receive recommendations from the ad hoc committee, and appoint a Noyo Harbor Commissioner.

ALTERNATIVE ACTION(S):

1. The City Council can decline to take action and direct staff to provide more information.
2. The City Council can direct the ad hoc committee to collect additional applications and conduct further interviews.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

GREENHOUSE GAS EMISSIONS IMPACT:

The appointment of commissioners by itself does not impact greenhouse gas emissions.

IMPLEMENTATION/TIMEFRAMES:

Following Council appointment, the appointee's term will start immediately upon being sworn in on or after October 31, 2022 and will continue until October 31, 2026.

CONSISTENCY:

The appointments are consistent with California Harbors and Navigation Code Section 6240.

ATTACHMENTS:

1. Press Release of October 7, 2022
2. Proposed List of Questions for Applicants
3. Map of the Noyo Harbor District
4. Application of Michael Campbell
5. Application of Grant Downie
6. Application of Leslie Kashiwada
7. Application of Gabriel Quinn Maroney
8. Application of Louis Sciocchetti

NOTIFICATION:

1. All applicants
2. Noyo Harbor District



CITY OF FORT BRAGG

News Release

OCTOBER 7, 2022

FOR IMMEDIATE RELEASE

CITY SEEKS APPLICANTS FOR APPOINTEE TO SERVE ON THE NOYO HARBOR COMMISSION

Applications are being accepted by the City of Fort Bragg from persons interested in serving as appointee to the Noyo Harbor District Board of Commissioners (Noyo Harbor Commission). This position is for a four-year appointment which will run from October 31, 2022 to October 31, 2026.

The Fort Bragg City Council appoints two of the five members of the Commission; the County of Mendocino appoints two of the five members; and the Mendocino County Board of Supervisors and City Council jointly appoint the Chair. Terms on the Commission are for a four-year period.

To be eligible for appointment to the Noyo Harbor Commission, you must reside within the boundaries of the Noyo Harbor District. The Harbor District's boundary encompasses 43 square miles and extends from the community of Cleone on the north to the community of Caspar on the south. It includes all of the land within the City of Fort Bragg and extends inland approximately four miles. Persons interested in appointment are urged to contact City Clerk June Lemos at (707) 961-1694 or email jlemos@fortbragg.com to obtain an application form.

Applications are due no later than Monday, October 17, 2022 by 5:00 p.m. Depending on the number of applications, the City Council may choose to interview applicants at a special meeting or at the regular City Council meeting on October 24, 2022.

More information regarding the Noyo Harbor District and Commission is available on their website at: <http://www.noyoharbordistrict.org/about/>

Questions regarding this information should be directed to June Lemos, MMC, City Clerk, at (707) 961-1694.



CIUDAD DE FORT BRAGG

Comunicado de Prensa

7 de Octubre 2022

PARA ENTREGA INMEDIATA

LA CIUDAD BUSCA SOLICITANTES PARA NOMBRADO PARA SERVIR EN LA COMISIÓN DEL PUERTO DE NOYO

La Ciudad de Fort Bragg está aceptando solicitudes de personas interesadas en servir como persona designada para la Junta de Comisionados del Distrito del Puerto de Noyo (Comisión del Puerto de Noyo). Este puesto es para un nombramiento de cuatro años que se extenderá desde el 31 de octubre de 2022 hasta el 31 de octubre de 2026.

El Ayuntamiento de Fort Bragg nombra a dos de los cinco miembros de la Comisión; el Condado de Mendocino nombra a dos de los cinco miembros; y la Junta de Supervisores del Condado de Mendocino y el Concejo Municipal designan conjuntamente al Presidente. Los mandatos en la Comisión son por un período de cuatro años.

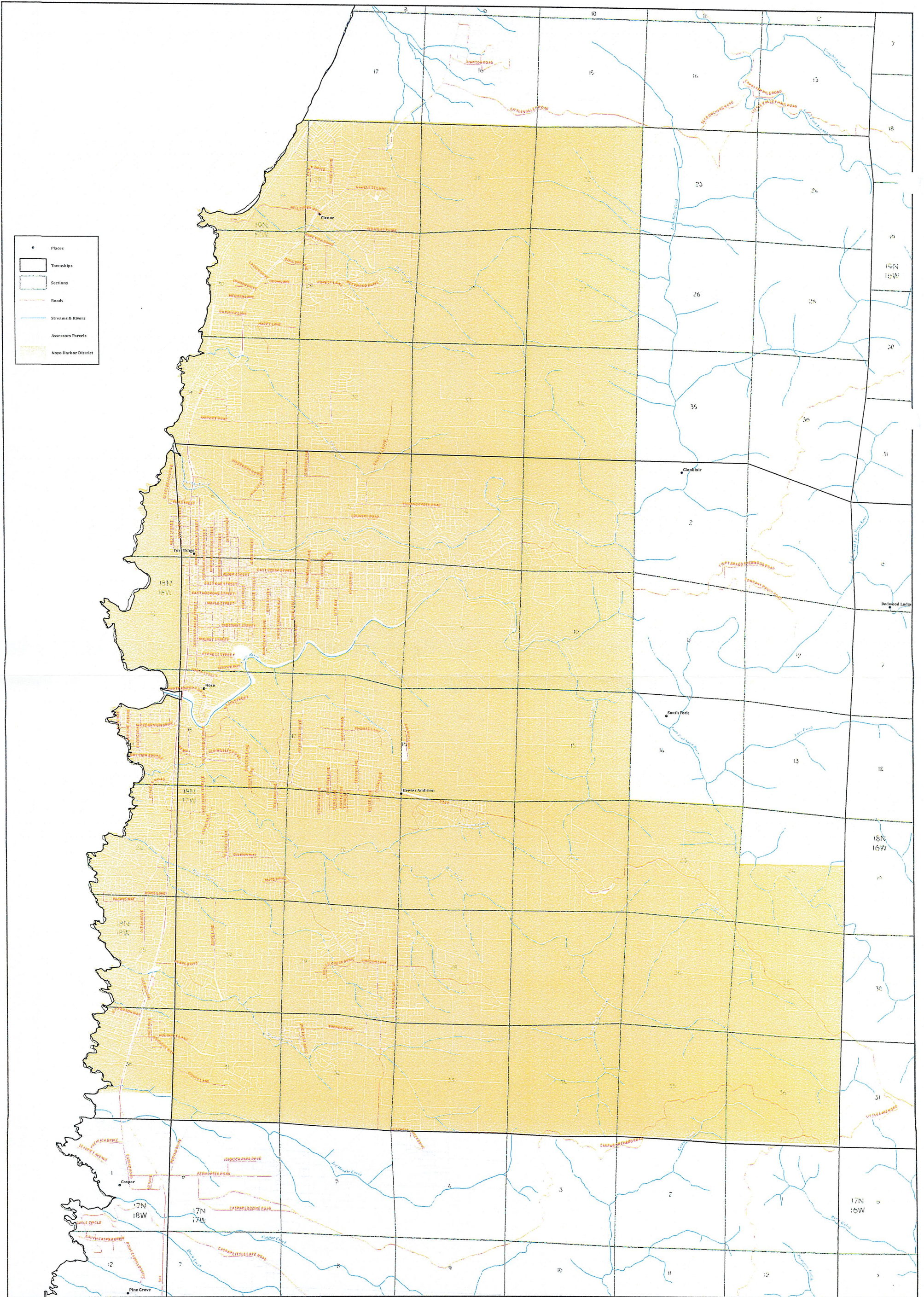
Para ser elegible para un nombramiento en la Comisión del Puerto de Noyo, debe residir dentro de los límites del Distrito del Puerto de Noyo. El límite del Harbor District abarca 43 millas cuadradas y se extiende desde la comunidad de Cleone en el norte hasta la comunidad de Caspar en el sur. Incluye toda la tierra dentro de la ciudad de Fort Bragg y se extiende tierra adentro aproximadamente cuatro millas. Se recomienda a las personas interesadas en una cita que se comuniquen con la secretaria municipal June Lemos al (707) 961-1694 o envíe un correo electrónico a jlemos@fortbragg.com para obtener un formulario de solicitud. jlemos@fortbragg.com para obtener un formulario de solicitud. Las solicitudes deben presentarse a más tardar el lunes 17 de octubre de 2022 a las 5:00 pm. Según la cantidad de solicitudes, el Concejo Municipal puede optar por entrevistar a los solicitantes en una reunión especial o en la reunión ordinaria del Concejo Municipal el 24 de octubre de 2022.

Más información sobre el distrito y la comisión del puerto de Noyo está disponible en su sitio web en: <http://www.noyoharbordistrict.org/about/>

Las preguntas relacionadas con esta información deben dirigirse a June Lemos, MMC, Secretaria de ciudad, al (707) 961-1694.

PROPOSED LIST OF QUESTIONS FOR APPLICANTS
TO THE NOYO HARBOR COMMISSION

1. Why are you interested in serving on the Noyo Harbor Commission?
2. Describe your involvement in community activities in Fort Bragg or elsewhere.
3. What qualifications, background, experience, and expertise would you bring to the Harbor Commission?
4. What activities and issues do you believe the Commission should focus on?
5. What do you believe are the most important issues facing Noyo Harbor?
6. Do you have any commitments which would limit your availability for regular Harbor Commission meetings?
7. Do you have any questions or information you would like to add?



Map prepared by the Mendocino County Assessors Office, October 2018.
 Reasonable effort has been made to ensure the accuracy of the map and data provided, however errors and omissions may still exist.
 Do not make a business decision based on this map without first consulting the appropriate agency.
THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND.

Noyo Harbor District

NOYO HARBOR COMMISSION

APPLICATION FOR APPOINTMENT

INFORMATION:

The Noyo Harbor Commission, consisting of five members, is the governing body of the Noyo Harbor District; a special public district and political subdivision of the State of California organized under §6200, et seq. of the California Harbors and Navigation Code. The Commission has the ultimate authority of and directs all phases of operations of the Noyo Mooring Basin at Noyo Harbor; plans for the future use and development of Harbor District property and facilities; represents the Noyo Harbor District in contacts with Federal, State, County, City and other public and private agencies; supervises the preparation of and adopts the annual budget. The Commissioners are not compensated for their service to the Harbor District. The Commission meets regularly on the second Thursday of the month.

INSTRUCTIONS:

Please provide the information requested and any additional information you feel would be useful to the City Council in making their selection.

NAME: Michael Campbell

RESIDENT ADDRESS: [REDACTED]

MAILING ADDRESS: [REDACTED]

HOME PHONE: _____

BUSINESS PHONE: [REDACTED]

BUSINESS ADDRESS: _____

OCCUPATION: Painting Contractor / Commercial fisherman

E-MAIL ADDRESS: [REDACTED]

Brief statement:

1. Why are you interested in serving as one of the two City of Fort Bragg representatives on the Noyo Harbor District Board?

I live and run a bus from dolphin Isle. Also a Commercial fisherman out of the harbor.

2. List property owned, businesses owned or other financial interest you may have in the Noyo Harbor District area.

I rent a space at Dolphin Isle and run my Painting Business out of Dolphin Isle (Coastal Painting)

NOTE: If appointed, commissioners are required to complete Fair Political Practices Commission (FPPC) financial disclosure forms.

COMPLETED APPLICATIONS SHOULD BE RETURNED BY 5:00 PM, October 17, 2022 TO:

June Lemos, MMC, City Clerk
CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, California 95437

RECEIVED

OCT 17 2022

City of Fort Bragg
City Clerk



EDUCATION AND TRAINING

| HIGH SCHOOL | LOCATION |
|-------------|----------|
| | |
| | |

| COLLEGES/UNIVERSITIES ATTENDED | Dates Attended | Course of Study/Major | Degree Awarded | Type of Degree | Date Degree Completed |
|--------------------------------|----------------|-----------------------|----------------|----------------|-----------------------|
| 1. Calhoun College | Apr 88-10 | PSY, Law | | | |
| 2. ARC | | Gen | N/A | | |
| 3. | | | | | |

| OTHER RELEVANT COURSES AND TRAINING | Names/Locations of Institution | Length of Course | Date |
|-------------------------------------|--------------------------------|------------------|------|
| 1. PADI Dive Master | PADI | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

| PROFESSIONAL LICENSE(S) OR CERTIFICATE(S) | Serial No. | Date Issued | Expiration Date |
|---|------------|-------------|-----------------|
| 1. Painting Contractor | 1884282 | 2021 | 11/30/23 |
| 2. PADI Dive Master | | | |
| 3. | | | |

| COMMUNITY SERVICE/ORGANIZATION(S): |
|------------------------------------|
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |

| EMPLOYMENT HISTORY (You may wish to attach a resume or other relevant documents to further describe your qualifications.) | | | |
|---|-------------|------------------------------------|------------------------|
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 4/21 | Current | Self Coastal Painting | Owner |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| Apr 4/18 | 4/21 | Letout Painting Inc. | Painter |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| | | | |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| | | | |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |

NOYO HARBOR COMMISSION

APPLICATION FOR APPOINTMENT

INFORMATION:

The Noyo Harbor Commission, consisting of five members, is the governing body of the Noyo Harbor District; a special public district and political subdivision of the State of California organized under §6200, et seq. of the California Harbors and Navigation Code. The Commission has the ultimate authority of and directs all phases of operations of the Noyo Mooring Basin at Noyo Harbor; plans for the future use and development of Harbor District property and facilities; represents the Noyo Harbor District in contacts with Federal, State, County, City and other public and private agencies; supervises the preparation of and adopts the annual budget. The Commissioners are not compensated for their service to the Harbor District. The Commission meets regularly on the second Thursday of the month.

INSTRUCTIONS:

Please provide the information requested and any additional information you feel would be useful to the City Council in making their selection.

NAME: Grant Downie
RESIDENT ADDRESS: [REDACTED]
MAILING ADDRESS: [REDACTED]
HOME PHONE: [REDACTED] BUSINESS PHONE: [REDACTED]
BUSINESS ADDRESS: _____
OCCUPATION: Commercial fisherman / Sea Urchin Diver
E-MAIL ADDRESS: [REDACTED]

Brief statement:

1. Why are you interested in serving as one of the two City of Fort Bragg representatives on the Noyo Harbor District Board?
I feel the harbor district board needs active commercial fishing and recreational fishing representatives to speak and act on important projects or matters that would affect them and their peers / fellow fisherman directly. Blue Economy Participant and Kelp Forest Restoration Specialist
2. List property owned, businesses owned or other financial interest you may have in the Noyo Harbor District area.
House owned at 18951 Symes Ln. Fort Bragg.
2 commercial fishing vessels owned. 10+ year full time slip holder. 2 additional commercial fishing vessels operated in family. Fish business Receiver license. ✓

NOTE: If appointed, commissioners are required to complete Fair Political Practices Commission (FPPC) financial disclosure forms.

COMPLETED APPLICATIONS SHOULD BE RETURNED BY 5:00 PM, October 17, 2022 TO:

June Lemos, MMC, City Clerk
CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, California 95437

RECEIVED

OCT 17 2022

City of Fort Bragg
City Clerk



EDUCATION AND TRAINING

| HIGH SCHOOL | LOCATION |
|---------------------------------------|----------------|
| Fort Bragg High School (FBHS 2006) | Fort Bragg, CA |

| COLLEGES/UNIVERSITIES ATTENDED | Dates Attended | Course of Study/Major | Degree Awarded | Type of Degree | Date Degree Completed |
|--------------------------------|----------------|-----------------------|----------------|----------------|-----------------------|
| 1. N/A | | | | | |
| 2. | | | | | |
| 3. | | | | | |

| OTHER RELEVANT COURSES AND TRAINING | Names/Locations of Institution | Length of Course | Date |
|--|--------------------------------|------------------|------|
| 1. Universal Technical Institute (UTI) | Sacramento | 14 mo | 2007 |
| 2. Collision Repair & Refinishing | | | |
| 3. | | | |
| 4. | | | |

| PROFESSIONAL LICENSE(S) OR CERTIFICATE(S) | Serial No. | Date Issued | Expiration Date |
|---|------------|-------------|-----------------|
| 1. Commercial Fishing license | L42894 | 4/2022 | 3/2023 |
| 2. Sea Urchin Diving Permit | SUD-199 | 4/2022 | 3/2023 |
| 3. Fish Business Receiver's license | 86178-001 | 4/2022 | 3/2023 |

| COMMUNITY SERVICE/ORGANIZATION(S): | | | |
|--|-------------------|----------------|--|
| 1. California Sea Urchin Commission (CSUC) | North Coast Rep | 2020 - Present | |
| 2. CA Kelp Restoration Network | previously KELPRE | 2019 - Present | |
| 3. EKKFR Eastern Pacific Kelp Collective | | 2022 - present | |
| 4. Blue Economy Symposium | Fort Bragg | 2022 | |
| 5. | | | |

| EMPLOYMENT HISTORY (You may wish to attach a resume or other relevant documents to further describe your qualifications.) | | | |
|---|-------------|------------------------------------|------------------------|
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 2006 | | North Coast Tire Pros / Fort Bragg | Tire Technician |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| | | | |
| | | | |
| | | | |
| 2007 | | Flowmaster Muffler Inc. | Welder |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| | | | |
| | | | |
| | | | |
| 2008 | Present | Commercial Sea Urchin Diver | Owner/Operator |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| | | | |
| | | | |
| | | | |
| 2021 | Present | Fish Business Wholesale & Retail | Owner/Operator. |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| | | | |
| | | | |
| | | | |

Advertisement, finances, wholesale, retail, receiver buying from other fisherman. Fisherman Farmers Market. Dockside Sales.

**NOYO HARBOR COMMISSION
APPLICATION FOR APPOINTMENT**

INFORMATION:

The Noyo Harbor Commission, consisting of five members, is the governing body of the Noyo Harbor District; a special public district and political subdivision of the State of California organized under §6200, et seq. of the California Harbors and Navigation Code. The Commission has the ultimate authority of and directs all phases of operations of the Noyo Mooring Basin at Noyo Harbor; plans for the future use and development of Harbor District property and facilities; represents the Noyo Harbor District in contacts with Federal, State, County, City and other public and private agencies; supervises the preparation of and adopts the annual budget. The Commissioners are not compensated for their service to the Harbor District. The Commission meets regularly on the second Thursday of the month.

INSTRUCTIONS:

Please provide the information requested and any additional information you feel would be useful to the City Council in making their selection.

NAME: Leslie Kashiwada
RESIDENT ADDRESS: [REDACTED]
MAILING ADDRESS: same as above
HOME PHONE: [REDACTED] BUSINESS PHONE: [REDACTED]
BUSINESS ADDRESS: Sea Star Studios, 579 S. Franklin St., Fort Bragg, CA 95437
OCCUPATION: Retired (25% owner, Sea Star Studios, LLC)
E-MAIL ADDRESS: [REDACTED]

Brief statement:

1. Why are you interested in serving as one of the two City of Fort Bragg representatives on the Noyo Harbor District Board?
I have a PhD in Biological Oceanography, taught college-level classes for 13+ years (13 years and MiraCosta College, 2 years at SDSU, and 1 semester at College of the Redwoods) and worked as a Sci Aid in the Fort Bragg Field Office of the California Department of Fish and Wildlife, primarily in projects involving outreach and education. I have an abiding interest in the estuarine environment of the marina and the commercial, recreational, and educational activities that occur there. I have been an active citizen in City affairs and care deeply about the health and resilience of our community. Serving on this commission is one way I can participate and support this community.

2. List property owned, businesses owned or other financial interest you may have in the Noyo Harbor District area.
None

NOTE: If appointed, commissioners are required to complete Fair Political Practices Commission (FPPC) financial disclosure forms.

COMPLETED APPLICATIONS SHOULD BE RETURNED BY 5:00 PM, October 17, 2022 TO:

**June Lemos, MMC, City Clerk
CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, California 95437**

RECEIVED

OCT 17 2022

City of Fort Bragg
City Clerk



EDUCATION AND TRAINING

| | |
|--|----------------------------------|
| HIGH SCHOOL Ygnacio Valley HS - 9th grade | LOCATION Walnut Creek, CA |
| Pittsburg High School - 10th grade | Pittsburg, CA |
| Mt Diablo High School - 11th & 12th grades | Concord, CA |

| COLLEGES/UNIVERSITIES ATTENDED | Dates Attended | Course of Study/Major | Degree Awarded | Type of Degree | Date Degree Completed |
|--|----------------|-----------------------|----------------|----------------|-----------------------|
| 1. UC Santa Cruz | 9/1972-6/1976 | Biology | BA | with Honors | 6/1976 |
| 2. Scripps Institution of Oceanography | 8/1976-4/1985 | Biol Oceanography | PhD | graduate | 4/1985 |
| 3. | | | | | |

| OTHER RELEVANT COURSES AND TRAINING | Names/Locations of Institution | Length of Course | Date |
|--|--------------------------------|------------------|------|
| 1. Concepts and Methodology in Biotechnology | San Diego State University | summer session | 1991 |
| 2. | | | |
| 3. | | | |
| 4. | | | |

| PROFESSIONAL LICENSE(S) OR CERTIFICATE(S) | Serial No. | Date Issued | Expiration Date |
|--|------------|-------------|-----------------|
| 1. Lifetime Teaching Credential, College Level - Biology, Oceanography | n/a | 8/1986 | n/a |
| 2. Registered Music Together Teacher | n/a | 8/2003 | n/a |
| 3. | | | |

| COMMUNITY SERVICE/ORGANIZATION(S): |
|--|
| 1. Rainbow Preschool, Board of Directors, 8/2005-8/2006 |
| 2. Caspar Creek Learning Community, Parent Advisory Committee, 8/2008-8/2011 |
| 3. Mendocino Coast Sea Dragons, Board of Directors, 9/2016-9/2020 |
| 4. |
| 5. |

| EMPLOYMENT HISTORY (You may wish to attach a resume or other relevant documents to further describe your qualifications.) | | | |
|--|-------------|--|-------------------------------|
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 1/2015 | 8/2021 | California Department of Fish And Wildlife | Sci Aid |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | Assisted CDFW staff with preparing outreach materials for publication in print and online. Assisted CDFW staff with maintaining Marine Region website. Assisted CDFW staff during public outreach events including Annual Salmon BBQ, Annual Abalone Festival, mostly held in the harbor | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 9/2003 | present | self-employed | teacher and director |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | Run sole proprietorship, Music Together on the Mendocino Coast, including marketing to families with young children, preparing lesson plans, and teaching classes. Keeping all financial records, and preparing all tax documents. | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 8/2011 | 12/2014 | Community Center of Mendocino | Facilities Rental Coordinator |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | Managed rentals for all public spaces at the Community Center of Mendocino, including outreach, managing rental database, and billing, collecting payments, and recording all transactions. Wrote and obtained a grant from Mendocino Community Foundation for tumbling mats. | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 8/1986 | 7/1999 | MiraCosta College | Professor of Biology |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | Taught courses in Marine Biology, Human Biology and Lab, Human Anatomy, Techniques in Biotech, Biotech Seminar, Depart Chair, 8/1998-7/1999, Director, Southern California Biotechnology Center 9/1995-7/1999, wrote and obtained grants for Economic Development Center in Biotechnology. | |

NOYO HARBOR COMMISSION

APPLICATION FOR APPOINTMENT

INFORMATION:

The Noyo Harbor Commission, consisting of five members, is the governing body of the Noyo Harbor District; a special public district and political subdivision of the State of California organized under §6200, et seq. of the California Harbors and Navigation Code. The Commission has the ultimate authority of and directs all phases of operations of the Noyo Mooring Basin at Noyo Harbor; plans for the future use and development of Harbor District property and facilities; represents the Noyo Harbor District in contacts with Federal, State, County, City and other public and private agencies; supervises the preparation of and adopts the annual budget. The Commissioners are not compensated for their service to the Harbor District. The Commission meets regularly on the second Thursday of the month.

INSTRUCTIONS:

Please provide the information requested and any additional information you feel would be useful to the City Council in making their selection.

NAME: Gabriel Quinn Maroney
RESIDENT ADDRESS: [REDACTED]
MAILING ADDRESS: [REDACTED]
HOME PHONE: [REDACTED] BUSINESS PHONE: NA
BUSINESS ADDRESS: NA
OCCUPATION: Global Health Scientist / Disabled
E-MAIL ADDRESS: [REDACTED]

Brief statement:

1. Why are you interested in serving as one of the two City of Fort Bragg representatives on the Noyo Harbor District Board?
To support implementation of the Noyo Harbor Community sustainability plan, encourage public and institutional outreach, enhance scientific exploration and discovery that would engender benefits to economy/culture/health.
2. List property owned, businesses owned or other financial interest you may have in the Noyo Harbor District area.
NA/None

NOTE: If appointed, commissioners are required to complete Fair Political Practices Commission (FPPC) financial disclosure forms.

COMPLETED APPLICATIONS SHOULD BE RETURNED BY 5:00 PM, October 17, 2022 TO:

June Lemos, MMC, City Clerk
CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, California 95437

RECEIVED
OCT 17 2022

City of Fort Bragg
City Clerk



EDUCATION AND TRAINING

| HIGH SCHOOL | LOCATION |
|-------------------------|---|
| Burlingame High School | Burlingame, CA 94010 (1 Mangini Way) |
| Orange Glen High School | Escondido, CA 92027 (2200 Glenridge Rd) |

| COLLEGES/UNIVERSITIES ATTENDED | Dates Attended | Course of Study/Major | Degree Awarded | Type of Degree | Date Degree Completed |
|--|----------------|-----------------------|----------------|----------------|-----------------------|
| 1. National University of Natural Medicine | 2014-2015 | Global Health | MS | Global Health | 06/28/2015 |
| 2. College of the Redwoods | 2008-2011 | Natural History | Cart. | Certificate | 05/2011 |
| 3. Bastyr University | 2006-2008 | Herbal | BS | Diploma | 06/21/2008 |

| OTHER RELEVANT COURSES AND TRAINING | Names/Locations of Institution | Length of Course | Date |
|-------------------------------------|--------------------------------|------------------|------|
| 1. Research/Publication | USDA | 3 Months | 2005 |
| 2. Marine/Ecology Courses | College of Redwoods | semesters | 2010 |
| 3. | | | |
| 4. | | | |

| PROFESSIONAL LICENSE(S) OR CERTIFICATE(S) | Serial No. | Date Issued | Expiration Date |
|---|------------|-------------|-----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

| COMMUNITY SERVICE/ORGANIZATION(s): |
|--|
| 1. Fort Bragg Community Name Change Committee / City Council Ad Hoc |
| 2. Historic Preservation (Dry Shed #4) / Eighth Agency |
| 3. Old Mill Site Sustainability, economic development vision / NHDG intern |
| 4. Community Herbalist Apprenticeship / Christopher Hobbs |
| 5. Board Member / International Alchemy Guild |
| 6. Marine Life Protection Act Advocacy of local fishery/native/eco |

| EMPLOYMENT HISTORY (You may wish to attach a resume or other relevant documents to further describe your qualifications.) | | | |
|---|-------------|--|------------------------|
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| 2001 | 2003 | Borders Bookstore | Special Operations |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | Special operations team to multitask research, ordering, surveillance, and maintenance across operations | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |

**NOYO HARBOR COMMISSION
APPLICATION FOR APPOINTMENT**

INFORMATION:

The Noyo Harbor Commission, consisting of five members, is the governing body of the Noyo Harbor District; a special public district and political subdivision of the State of California organized under §6200, et seq. of the California Harbors and Navigation Code. The Commission has the ultimate authority of and directs all phases of operations of the Noyo Mooring Basin at Noyo Harbor; plans for the future use and development of Harbor District property and facilities; represents the Noyo Harbor District in contacts with Federal, State, County, City and other public and private agencies; supervises the preparation of and adopts the annual budget. The Commissioners are not compensated for their service to the Harbor District. The Commission meets regularly on the second Thursday of the month.

INSTRUCTIONS:

Please provide the information requested and any additional information you feel would be useful to the City Council in making their selection.

NAME: LOUIS SCIOCCHETTI
RESIDENT ADDRESS: [REDACTED]
MAILING ADDRESS: SAME AS ABOVE
HOME PHONE: [REDACTED] BUSINESS PHONE: [REDACTED]
BUSINESS ADDRESS: SAME AS ABOVE
OCCUPATION: CA DEPT OF FORESTRY & FIRE PROTECTION FORESTER/FIREFIGHTER (RETIRED)
E-MAIL ADDRESS: [REDACTED]

Brief statement:

1. Why are you interested in serving as one of the two City of Fort Bragg representatives on the Noyo Harbor District Board?

SEE ATTACHED

2. List property owned, businesses owned or other financial interest you may have in the Noyo Harbor District area.

RESIDENCE: [REDACTED]

NOTE: If appointed, commissioners are required to complete Fair Political Practices Commission (FPPC) financial disclosure forms.

COMPLETED APPLICATIONS SHOULD BE RETURNED BY 5:00 PM, October 17, 2022 TO:

June Lemos, MMC, City Clerk
CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, California 95437



RECEIVED

OCT 17 2022

City of Fort Bragg
City Clerk

EDUCATION AND TRAINING

| HIGH SCHOOL | LOCATION |
|--------------------------------|-------------------|
| Archbishop Riordan High School | San Francisco, CA |
| | |

| COLLEGES/UNIVERSITIES ATTENDED | Dates Attended | Course of Study/Major | Degree Awarded | Type of Degree | Date Degree Completed |
|---|----------------|-----------------------|----------------|----------------------|-----------------------|
| 1. Santa Rosa Junior College, Natural Resources Program | 1978-1981 | Forestry | Forestry | Associate of Science | June, 1981 |
| 2. U.C. Berkeley School of Forestry | 1982-1985 | Forest Management | Forestry | Bachelor of Science | June, 1985 |
| 3. | | | | | |

| OTHER RELEVANT COURSES AND TRAINING | Names/Locations of Institution | Length of Course | Date |
|-------------------------------------|--------------------------------|------------------|------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

| PROFESSIONAL LICENSE(S) OR CERTIFICATE(S) | Serial No. | Date Issued | Expiration Date |
|---|--------------------|---------------|-----------------------|
| 1. State of CA Registered Professional Forester | 2368 | October, 1988 | Valid until Withdrawn |
| 2. State of California Emergency Medical Technician (EMT) | Registry # E008204 | January, 1988 | 12/31/22 |
| 3. | | | |

| COMMUNITY SERVICE/ORGANIZATION(S): |
|---|
| 1. Salmon Restoration Association, Fort Bragg, CA. Board Member 1989-1994. Non-profit fisheries habitat restoration organization. |
| 2. Community Solidarity Coalition, Fort Bragg, CA. Director 1989-1993 Non-profit community development organization. |
| 3. |
| 4. |
| 5. |

| EMPLOYMENT HISTORY (You may wish to attach a resume or other relevant documents to further describe your qualifications.) | | | |
|---|-------------|------------------------------------|------------------------|
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| | | Ref Attached Resume | |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| | | | |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| | | | |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |
| Mo. Yr. | TO: Mo. Yr. | Employer (Business or Agency Name) | Title of your position |
| | | | |
| Describe the responsibilities you performed and/or the skills you acquired which may relate to this Committee or Board position | | | |

Attachment to Application for Noyo Harbor Commission

Response to Item #1:

I have been a resident of the Fort Bragg area since 1988. My wife & I put our children through the Fort Bragg School System. have been employed in Mendocino County in the Resource Management field both in private industry with the timber industry & in a public agency representative capacity. I am interested in assisting the Board with implementation of the CSP to improve the infrastructure & economic development of Noyo Harbor. I am interested in utilizing strategic land-use planning to achieve social developmental goals, in this case the maintenance of a working waterfront that serves commercial & sport-fishing interests as well as related businesses that choose to locate on North & South Basin Drives. Through our youngest daughter's involvement as a Fellow, we are members of The Island Institute, an organization whose primary goals for the state of Maine are also the maintenance of working waterfronts, support of coastal livelihoods, & developing resiliency for marine economies. I would like to help Noyo Harbor achieve those same goals.

RESUME

Louis F. Sciocchetti, CA Registered Professional Forester #2368

SUMMARY OF EXPERIENCE

- Evaluate & rank proposed Mendocino Unit watershed restoration & reforestation projects, including fuels management, fisheries improvement & fire re-introduction for grant-funding opportunities under the CAL FIRE Forest Health & Wildfire Prevention Grant Programs.
- Conduct Inter-Agency CAL FIRE Review Team meetings for proposed timber harvest documents to insure compliance with the California Forest Practice Act & Rules.
- Develop assessment information for watershed improvement programs to assist public agencies,, landowners & local watershed groups for implementation of successful watershed restoration projects.
- Supervise a CAL FIRE Type I hand crew engaged in fighting wildland fires & other emergency activities.
- Conduct Forest Practice Law Enforcement investigations & prepare case reports
- Coordinate LNU Unit Vegetation Management & Wildfire Pre-suppression Programs.
- Prepare Timber Harvest Plans's, administer, and inventory timber on an industrial forestland ownership.
- Prepare landuse management plans, THPs, NTMPs, CFIP projects, & timber/forestland appraisals on non-industrial forestland in Mendocino, Santa Cruz, and El Dorado counties.
- Principal investigator for the 1989 CDF Southern Forest Practice District stocking study.
- Supervise forestry technicians for timber stand improvement, prescribed burning, herbicide application, forest inventory & timber sale preparation.

PERSONAL STATISTICS

Age 68 Ht. 5'8" Wt. 165 lbs. Marital Status: Married

EMPLOYMENT EXPERIENCE

- 2020 - 2022 **CA Dept. of Forestry & Fire Protection (CAL FIRE).** Sonoma-Lake-Napa (LNU) Unit. (707) 889-4217. Retired Annuitant - Forest Practice Inspector for 2020 LNU Wildfires Emergency Notice Mitigation Project.
- 2004 - 2020 **CA Dept. of Forestry & Fire Protection.** Mendocino (MEU) Unit. (707) 459-7454. Forester II, Forest Practice Review Team Chair, Environmental Coordinator.
- 2004 **CA Dept. of Forestry & Fire Protection.** Mendocino (MEU) Unit. (707) 459-7414. Fire Captain B assigned to Parlin Fork Conservation Camp.
- 2000 – 2004 **CA Dept. of Forestry & Fire Protection.** Mendocino Unit. (707) 961-1494. Forester I, Forest Practice.
- 1994 -1999 **CA Dept of Forestry & Fire Protection.** Sonoma-Lake-Napa Unit. (707) 576-2285. Forester I, Vegetation Management Program Coordinator.
- 1989 1994 **GeorgiaPacific Corporation,** Ft. Bragg, CA 95437. (707) 9645651. Forester.
- 1988 1989 **Craig Blencowe & Associates,** Ft. Bragg, CA 95437 (707) 9611300. Consulting Forester.
- 1984 1987 **Blodgett Forest Research Station, U.C. Berkeley Forests.** Georgetown, CA 95634. (916) 333-4475. Assistant Forester, Research Assistant.

EDUCATIONAL TRAINING

- 1982 1985 **University of California at Berkeley.** Bachelor of Science degree in Forest Management.
- 1978 – 1981 **Santa Rosa Junior College,** Santa Rosa, CA. Associate of Science, Forest Technology.



City of Fort Bragg

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

Text File

File Number: 22-542

Agenda Date: 10/24/2022

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Receive Report and Provide Direction to Staff Regarding Options for Pickleball and Tennis Players at Bainbridge Park



| | |
|----------------|----------------------|
| AGENCY: | City Council |
| MEETING DATE: | October 24, 2022 |
| DEPARTMENT: | Public Works |
| PRESENTED BY: | John Smith |
| EMAIL ADDRESS: | jsmith@fortbragg.com |

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Provide Direction to Staff Regarding Options for Pickleball and Tennis Players at Bainbridge Park

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. The number of places to play pickleball has more than doubled since 2010, and according to the USA Pickleball Association, there are now nearly 8,000 known public and private locations. The spread of the sport is attributed to its popularity within community centers, PE classes, YMCA facilities, and retirement communities. It should be noted that pickleball, as compared to tennis, is considered a relaxed, fun, boisterous sport where all ages are playing amongst each other. 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 1, 2, 3 or 4 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 16 playing on four courts which further activates the park space. There are currently two pickleball courts at Bainbridge Park though the City frequently receives 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. Bainbridge Park is the only public playground that provides an opportunity for interactive outdoor play that is critical to social development for children and intergenerational community interconnectedness.

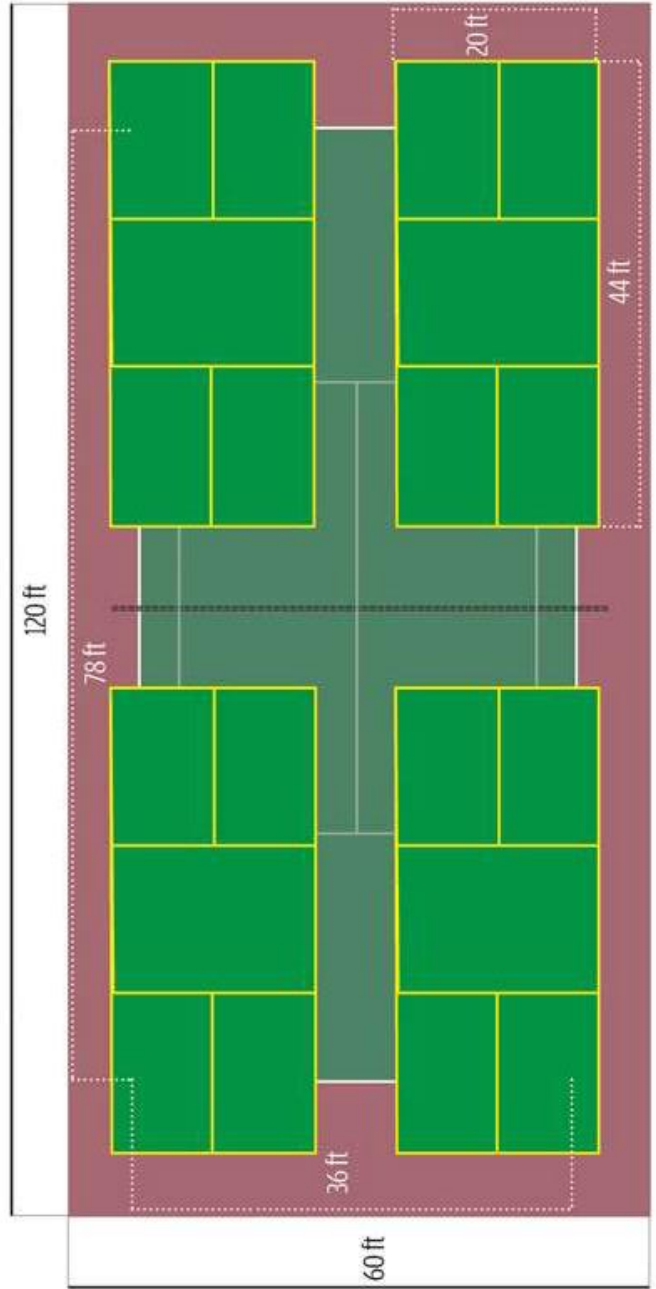
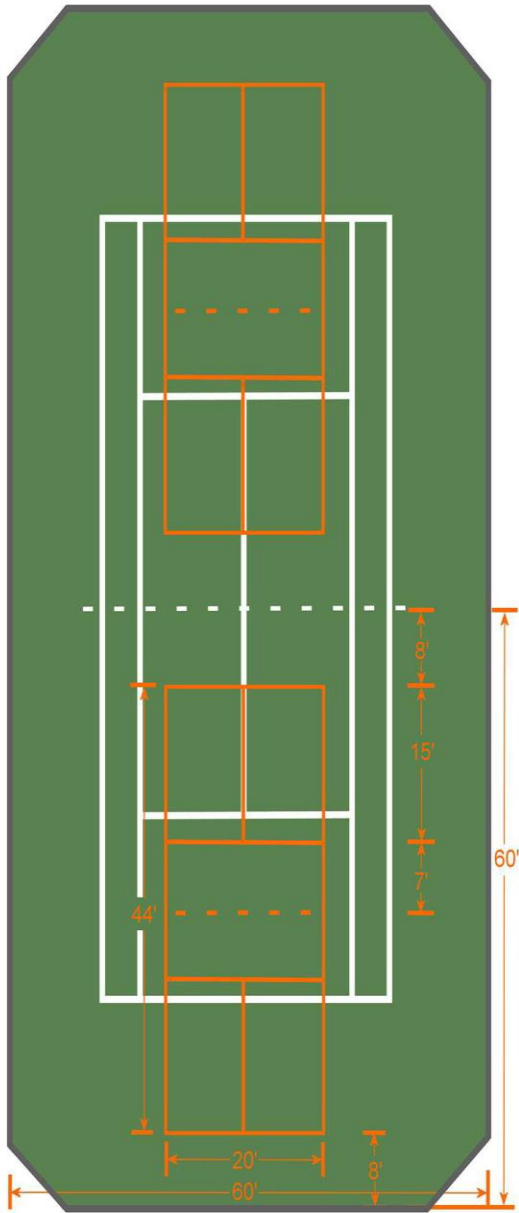
Bainbridge Park currently has a basketball court, tennis courts and pickleball courts. Plans and funding are in place to add two artificial turf soccer fields and replace Wiggly Giggly playground equipment. The park will provide more diversity in healthy and active engagement for youth.

The City of Fort Bragg is densely built with approximately 2,586 residents per square mile. Approximately 30% of the City's residential zones are zoned high density and very high density residential. In these areas, residents typically live in apartment complexes, mobile home parks, or densely built individual housing units, which do not have yard space for active recreation. Bainbridge Park is the primary location where children living in these areas can engage in healthy social outdoor activities.

Additionally, Bainbridge Park is a critical space for engaging elderly members of the community. Healthy Mendocino reports that 33% of people 65 and over live alone. Especially, as the pandemic continues, these members of the public, who are considered high risk for COVID-19, need to have safe spaces where they can participate in accessible intergenerational activities outdoors. The addition of the pickleball courts has provided a low impact activity for our seniors and youth. Expansion of this game at Bainbridge Park will provide for a healthier community.

Discussion Topics:

1. Restripe the eastern court for four pickleball courts. (\$27,000 for this work)
 - a. Includes netting or fence between the pickleball and tennis courts.
 - b. Add an access gate for entry and exit on the east side.
 - c. Add permanent pickleball nets.
2. Place temporary markings (tape) on the west tennis court when empty, with a 2-hour pickleball limit. The tape would be removed after each game.
3. Place temporary markings (tape) on the basketball court to add two pickleball courts. Staff recommends the basketball court be available when children are out of school.
4. Improve Fort Bragg Unified School District Middle School tennis courts. Scope to include the two northern tennis courts converted to eight pickleball courts and the two south tennis courts remain. Work to include crack repair coating and striping. (\$45,000)



RECOMMENDED ACTIONS:

Receive report and provide direction to staff.

ALTERNATIVE ACTION(S):

Receive report and take no action.

FISCAL IMPACT:

No fiscal impact.

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:

1. Proposal from First Serve Productions Inc.

NOTIFICATION:

Bainbridge Park "Notify Me" subscribers.

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
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

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 4 Tennis Courts with approved white line paint.

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 -6 = Seventy Two Thousand Dollars \$72,000
BUDGET NUMBERS FOR 2022

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 _____ Signature _____

From: [Smith, John](#)
To: [Lemos, June](#)
Subject: FW: Please make more tennis courts in the City
Date: Monday, October 24, 2022 8:32:51 AM

John Smith
Director of Public Works
City of Fort Bragg
(707) 961-2823 ex. 136

From: Debra Bieber <debbieber2@yahoo.com>
Sent: Friday, October 21, 2022 5:55 PM
To: Smith, John <jsmith@fortbragg.com>
Subject: Please make more tennis courts in the City

Dear Mr. Smith, City Council and Mayor;

I recently read the staff report/agenda item for the 8B for the October 24 Council Meeting. The title being, Receive report and provide direction to Staff regarding options for Pickleball and Tennis Players at Bainbridge Park.

First this is a misleading title, there are no options for Tennis players included in this report, there are only less options to play tennis as there is a suggestion of adding permanent pickleball nets which limits tennis at the park by 50%.

Second by the report analysis, the maximum number of tennis players who can use the courts at one time is 8, but the number of "boisterous" pickleball players who could use the courts at one time is 32. The environmental impact, especially noise, traffic, sanitary facilities (bathrooms and water), and parking caused by quadrupling the number of players who could use the courts at one time should be studied and considered by council before making this irreversible change.

Third, tennis requires a unique facility with high fences and permanent nets, such as currently exists at Bainbridge park. Pickleball does not require permanent nets or high fences. Degrading a unique asset to accommodate a lower investment facility makes no sense.

Finally, there appears to be an empty field between the C.V. Starr Center and a shed just west of the handicap parking. I think with the monies proposed here certainly this area, which is protected from the wind, could be paved and permanently striped for pickleball. Even the limited activities (such as craft fairs) that currently occur here would benefit from paving this area. A 4" base would 2" asphalt overlay would certainly be sufficient to create an ideal Pickleball surface and within the allocated budget. There are more bathrooms at C.V. Starr

Tennis is a sport that can be enjoyed by active seniors as well as a High School sport. The current courts are used by aspiring high school players as well as many senior citizens. Taking away a unique facility to create a facility with much less expensive requirements would be a huge mistake.

The tennis community has been lobbying for more courts for some time and had meetings and discussions with the school board and superintendent. The agenda item itself is misleading as there are no options presented for tennis players or mention of the tennis players request for additional facilities in this report. The item itself seems to have neglected the needs of Tennis Players.

Sincerely Yours,

Debra Bieber, PE

From: [Smith, John](#)
To: [Lemos, June](#)
Subject: FW: Agenda Item 8B
Date: Monday, October 24, 2022 8:32:21 AM

John Smith
Director of Public Works
City of Fort Bragg
(707) 961-2823 ex. 136

From: Karin Uphoff <karinuphoff@gmail.com>
Sent: Friday, October 21, 2022 9:40 PM
To: Smith, John <jsmith@fortbragg.com>
Subject: Agenda Item 8B

Dear Mr. Smith, City Council and Mayor;

In regards to staff report/agenda item 8B for the October 24 Council Meeting.

The title being,

Receive report and provide direction to Staff regarding options for Pickleball and Tennis Players at Bainbridge Park.

There are no options for Tennis players included in this report, there are only less options to play tennis as there is a suggestion of adding permanent pickleball nets which limits tennis at the park by 50%.

According by the report analysis, the maximum number of tennis players who can use the courts at one time is 8, but the number of pickleball players who could use the courts at one time is

32. The environmental impact of quadrupling the number of players who could use the courts at one time should be studied and considered by council before making this irreversible change.

Tennis requires a unique facility with high fences and permanent nets, such as currently exists at Bainbridge park. Pickleball does not require permanent nets or high fences. Degrading a unique asset to accommodate a lower investment facility makes no sense.

Finally, there appears to be an empty field between the C.V. Starr Center and a shed just west of the handicap parking. This area, which is protected from the wind, could be paved and permanently striped for pickleball. Even the limited activities (such as craft fairs) that currently occur here would benefit from paving this area. A 4" base would 2" asphalt overlay would certainly be sufficient to create an ideal Pickleball surface and within the allocated budget. There are also more bathrooms at C.V.

Starr Center for the number of anticipated players.

Tennis is a sport that can be enjoyed by active seniors as well as a High School sport. The current courts are used by aspiring high school players as well as many senior citizens. Taking away a unique facility to create a facility with much less expensive requirements would be a huge mistake.

The tennis community has been lobbying for more courts for some time and had meetings and discussions with the school board and superintendent. The agenda item itself is misleading as there are no options presented for tennis players or mention of the tennis players request for additional facilities in this report. The item itself seems to have neglected the needs of Tennis Players.

Karin Uphoff

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Karin C. Uphoff
author of *Botanical Body Care*
www.karinuphoff.com

October 22, 2022

Re: Agenda item 8B for the October 24 Council Meeting

Dear Mr. Smith, City Council and Mayor,

In reviewing the report I was very surprised to read the options presented for pickle ball and tennis players. As a member of the tennis community, I am not aware of any tennis players being consulted for input on possible solutions. This issue has been going on for months. Fairness and due diligence would have required staff to consult with both sets of players in preparing this agenda item; there was no attempt at collaborative problem solving. I know that the tennis community has written letters in the past and attended meetings. I am very concerned about the report preparation process that has led to a very one-sided set of solutions.

There are **only two** public tennis courts on the coast which has had a long tradition of tennis as part of its recreational culture. And many of us in our 70's and 80's are still playing. We do not want to be placed in such a competitive resource situation with other community members. We all want the same thing-to enjoy the outdoors; and yes we tennis players also engage in a "relaxed fun sport" and do not discriminate playing with each other based on age.

Even if we can't reach consensus on how to solve the problem, the City can act as a mediator working with both sides, trying to reach a compromise. A compromise that satisfies needs of **both** the pickle ball players and the tennis players.

Thank you,
windflower

From: [Smith, John](#)
To: [Lemos, June](#)
Subject: FW: more tennis courts
Date: Monday, October 24, 2022 8:31:50 AM

John Smith
Director of Public Works
City of Fort Bragg
(707) 961-2823 ex. 136

-----Original Message-----

From: Marsha Jeffries <mjeff@mcn.org>
Sent: Sunday, October 23, 2022 12:33 PM
To: Smith, John <jsmith@fortbragg.com>
Subject: more tennis courts

Dear Mr. Smith,

The tennis community wants more tennis courts and that fact was not included in the agenda item and no tennis players seem to have been consulted.

I emailed Moneque Wooden at CVS, to inquire about Pickle Ball courts being made on the north side of the Center. It is a flat graveled area, also there might be space on the south side, but more prep would need to be done. Hopefully utilizing the Rec Center's property would be a good choice.

It was great to hear that the Middle School courts may get refinished. It looked like you were giving all courts to Pickle Ball. If that is so would the Bainbridge Courts be re painted to be tennis only. These are the only to courts available to the tennis community.

Thank you,
Marsha Jeffries, tennis player

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This email has been checked for viruses by Avast antivirus software.
www.avast.com

From: [Smith, John](#)
To: [Lemos, June](#)
Subject: FW: City Council mtg 10-24-22 Agenda Item 8B /Bainbridge Parks Courts
Date: Monday, October 24, 2022 8:31:19 AM

John Smith
Director of Public Works
City of Fort Bragg
(707) 961-2823 ex. 136

From: RUTH ANN CONNER <connerann@comcast.net>
Sent: Sunday, October 23, 2022 6:45 PM
To: Smith, John <jsmith@fortbragg.com>; bnorvell@fortbragg.com; Ducey, Peggy <PDucey@fortbragg.com>
Subject: City Council mtg 10-24-22 Agenda Item 8B /Bainbridge Parks Courts

1. Restriping: They can restripe it. It's already not a good tennis court with just 2 courts striped. 4 courts striped would make so many lines it would be impossible to play a good game of tennis. The netting and gate would help.
2. Pickleball players being allowed to put tape on the 1 good tennis court would not work. They have enough players to always have someone who could hold the court until their next 2 hr. game. There is no way to enforce a 2 hr. time frame or put a limit on what sport is being played. If they are getting 4 courts, can we at least still have one designated court for tennis!! They should NOT have the permission to tape the tennis court on the west side.
3. They should Not have permission to put their tape on the basketball court. Random players are always just dropping in to shoot a few baskets. All ages use the basketball courts. They are used very often. There is no way that the pickleball players should be able to interfere with this drop in policy. There is no way to enforce any regulations or time frames.
4. Yes, to improving the courts at the Middle School. This would be very good to have 2 more tennis courts available. However, they will not be usable to the public during school hours. That leaves the 1 court at Bainbridge available for tennis players. Please do not let the pickleball players mess it up.

Thank you for your consideration of these matters. Ann Conner/tennis player

From: [William Grace Frost](#)
To: [Lemos, June](#)
Cc: [Debra Wagner](#)
Subject: Pickleball proposal for city council meeting
Date: Friday, October 21, 2022 2:19:03 PM

Dear June and City Council,

I am writing in favor of the proposal to increase the number of Pickleball courts in Ft. Bragg. I am 70 years old and an avid player, even though I have only been at it for a few months. It's evident that more courts are in dire need as evidenced just this morning (Friday) when there were 14 Pickleball players in attendance, all trying to get a turn on just two courts! By comparison, for the 3 1/2 hours I was there, there were just 4 tennis players present for about one hour, and the rest of the time the tennis court was empty.

As the fastest growing sport in America, the need for Pickleball courts is only going to get more dire. I was just reading that a number of cities are now creating complexes of 32 - 40 courts!! Please do all you can to increase the courts on which we can play. Thank you.

In respect and gratitude,
William

William Grace Frost
Executive Coach, Creative Team Facilitator & Sacred Earth Artist
707-318-9565

"Your task is not to seek for love, but merely to find all the barriers within yourself that you have built against it." RUMI

From: [Alis Valencia](#)
To: [Lemos, June](#)
Subject: City Council mtg 11/24 Pickleball agenda item
Date: Thursday, October 20, 2022 7:56:11 PM

To Members of the Fort Bragg City Council:

I would like to offer the following comments on Item 8B. Receive Report and Provide Direction to Staff Regarding Options for Pickelball ...:

I am a pickleball player who advocates the creation of additional court space to play the game. I am, however, concerned by the lack of fairness reflected in the proposal to allocate one of the tennis courts at Bainbridge Park just to pickleball players. We double our opportunity to play games; the tennis players lose one-half of their opportunity. For the time being, the compromise solution—not the first choice of anyone, but equally fair in its inconvenience—is to stripe the west tennis court for pickleball use also.

Plans for turning two of the four tennis courts at the middle school into pickleball courts are great, but please note that non-students will only be able to play outside school hours, mainly on the weekends. This is not sufficient to meet the needs of a growing pickleball player contingent that plays mostly on weekdays.

My suggestion is that the City (with the help of players) explore building new pickleball courts in the space just to the south of the CV Starr Center. Having a dedicated space will help meet needs and also provide the foundation for the City to be a host of pickleball tournaments. A zealous campaign of fundraising and grant applications could turn this into a reality within a relatively short time (3-4 years?).

Thank you,
Alis Valencia

Alis Valencia
18875 Trillium Lane
Fort Bragg, CA 95437
707.964.7964 tel
707.461.6194 fax

From: [K.Silva](#)
To: [Norvell, Bernie](#); [Morsell-Haye, Jessica](#); [Peters, Lindy](#); [Albin-Smith, Tess](#); [Rafanan, Marcia](#)
Cc: [Lemos, June](#); [Smith, John](#)
Subject: Public Comment - Agenda Item 8B - 24 October 2022 City Council Meeting
Date: Monday, October 24, 2022 3:04:49 PM

Dear Mayor Norvell and Fort Bragg City Councilmembers~

I was surprised to learn that plans are being proposed to expand pickleball playing at the Bainbridge Park tennis courts with no notice or reaching out to the tennis players or the homeowners in the area to garner their input. Both will be greatly affected by these plan options. The report is titled “Receive Report and Provide Direction to Staff Regarding Options for Pickleball and Tennis Players at Bainbridge Park” but the only options for tennis players at Bainbridge Park are to have their opportunities to play there curtailed and/or the quality of their time there lessened due to the startling clacks of pickleball being played at close range unless new pickleball courts are created elsewhere.

With a bit of patience and effort, including fund-raising if necessary, on the part of the pickleball group as a whole, they could help create 8 dedicated pickleball courts of their own at the Middle School, as mentioned in Option 4 or, as was suggested by a pickleball player at a Public Works meeting, at the CV Starr Center. Neither of those options would push the tennis or basketball players off of their courts.

Pickleball may be growing in popularity but tennis certainly isn’t waning here. A lot of young people were inspired by the Williams sisters to learn to play tennis yet there is no information about tennis in the report. Generally, if a new activity is proposed then a new place is created for it. To steamroll over the tennis players just because another group comes along and wants to take their space does not expand opportunities for everyone. Who is going to explain to the three different groups of children I saw playing tennis on the courts on Saturday that they can’t do that anymore? Or the family who plays tennis on both courts, with the mother on one and the father on the other while teaching their kids? Or tell the persons with developmental disabilities who play basketball that they can’t play because pickleball players have decided to use their court that day? Why create a situation where tennis or basketball players can no longer play on what is a dedicated court as they do now? Where is the consideration for everyone in the first 3 options? As they can set up anywhere, pickleball players already have more opportunities to play than either of the other sports. While understanding that pickleball can’t be played at the Middle School while school is in session, Option 4 seems to be the only fair and considerate option if the CV Starr Center is off the table.

Usually, if expanded use of an area is proposed then parking availability comes into the planning. Nothing about parking is included in the report. There is no off-street

parking in the area. We have not had constant parking problems until pickleball. Four courts means at least 16 players and at least 16 additional cars parked on our block as they like to play together and stay to visit or rotate on and off the courts. Currently, the players' cars are parked for hours and it's rare to find a place to park on our street when they're here. Expansion will reduce parking availability for the residents even more, in addition to users of Wiggly Giggly, the tennis and basketball courts, the park for parties, the library, the Veterans Hall and the upcoming soccer courts.

There is a large parking lot at the Middle School that could accommodate the cars should the group be willing to do what will be needed to make that option happen. The CV Starr Center was created as a space specifically for active recreation. Although that location was suggested by the pickleball group at Public Works meetings but not mentioned in today's report, creating courts there would not create parking problems for nearby residents either. It is more in keeping with planned, active recreation. The CV Starr Center is always trying to expand membership to keep afloat and pickleball courts there could be a way to draw more attention to the center.

Sound remediation is not addressed in the report. Bainbridge Park is intended to have both active and passive recreation and pickleball is not compatible with a pleasant passive recreation experience. Kids in the playground, tennis and basketball, parties and events all make noise. I enjoy the sounds of people, especially the children, having fun in the park. But the sound of the pickleball is sharp, loud and startling and distracting. I can't imagine a small gathering in the park, the Veterans Hall holding a ceremony, or the library having an activity there with the sound of 16 people clacking 4 pickleballs in the background.

Community-minded developers who create pickleball courts in areas won't do so within 100 feet of residential areas. Our house and our neighbors' house are 78' away from the tennis court fence. The house to the south of the tennis courts is a mere 10' away. It is recommended that developers erect sound barriers and require the quieter rackets if approaching down to a 100' distance. Some also require the quieter ball style. The constant clack can even be clearly heard inside our upstairs rental over the garage at about 200' away. And that's with all of the windows closed. There is good reason that sound issues with pickleball are so common. Regardless of where the courts are located, sound barriers and quieter rackets and balls should be required in consideration for the neighborhood and activities nearby.

I urge you to plan this with consideration for every member of the community in mind. Collaboration between the City, the School District, the Recreation & Park District and the well-organized pickleball group can readily create 8

dedicated pickleball courts for their play at the unused courts at the Middle School and/or create new courts at the CV Starr Center with the intention of expanding membership. The courts don't need the high fencing that tennis needs to keep the balls in the court. It will be great for the pickleball players to have dedicated courts and for the tennis players to continue to enjoy their more highly focused game without disruptive noise distraction. Either of these options give everyone fair chance to play their chosen sport on their courts while allowing Bainbridge Park to remain a popular place for both active and passive recreation as intended.

Sincerely~
Kathy Silva

From: [Smith, John](#)
To: [Lemos, June](#)
Subject: FW: Pickleball courts (on the city council agenda for Oct 24 meeting)
Date: Monday, October 24, 2022 2:58:19 PM

John Smith
Director of Public Works
City of Fort Bragg
(707) 961-2823 ex. 136

From: Bill Casalegno <wcasalegno@gmail.com>
Sent: Monday, October 24, 2022 2:45 PM
To: Smith, John <jsmith@fortbragg.com>
Subject: Pickleball courts (on the city council agenda for Oct 24 meeting)

I live across from the tennis courts at Bainbridge Park. Discussion topic #4, improving the Middle School tennis courts for public use, is something that can really help provide access to the public for tennis and pickleball. As it currently stands the courts are used a lot and more courts in the community at the middle school would help provide better access and alleviate some of the parking problems that currently exist.

Bill Casalegno

From: d.dickson@comcast.net
To: [Lemos, June](#); [Smith, John](#); [City Council](#); [Ducey, Peggy](#)
Subject: Agenda Item8B for oct24 city council meeting
Date: Monday, October 24, 2022 5:18:51 PM

Mr. Smith, City Council and Mayor,

I too have read the staff report in relation to agenda item 8B, and I also am surprised and irritated that tennis players, new and longstanding, in this community have not been included in the fact-finding or research done in preparation of this report.

In fact I feel this is a disingenuous attempt at one sided self promotion by the pro-pickleball community to steal the access to the already poor public tennis facilitation in this coastal community. I don't say this lightly because I know that was an aspect of the plan.

As a nine year high school tennis coach on the coast, I think that we need to expand access to tennis courts, not detract from existing access. Tennis is a refined historical game, and as such, deserves to be supported and fostered for healthy outdoor participation of future generations of all ages. Pickle ball is a new sport and also a fine outdoor activity, enjoyable by all ages, and should be well, if not equally represented, by facility access.

For that reason I support finding an offsite location for Pickelball specific courts so that the chance for court time and verbal or personal altercation can be prevented. Fort Bragg middle school courts or new courts at CV star would be great for this.

As an architect, I know through previous discussions with the city about the existing Bainbridge courts and the potential for improvement, that the existing courts do not meet standard specification requirements for safety space between the courts and the surrounding fences and between the two courts themselves. If the safety requirements are disregarded or made less safe by providing less space between active courts or adding an impediment like a screen between courts, the ensuing liability would be a severe burden for the city. For that reason I cannot support the expansion of the east court to four Pickleball courts.

Furthermore, as an avid tennis player, I feel that making permanent Pickleball nets with stanchions would deprive tennis players of use of that court which would negatively impact local and visiting tennis players by reducing the already limited court access by 50%.

Last Thursday afternoon, as we played tennis, we were approached by a neighbor who had printed and was handing out copies of the agenda and the proposal and wanted us all to be aware of the neighborhood perspective. He was neither a pickleballer or tennis player, but wanted us to know that he supported the tennis use and was disappointed with the raucousness of the overloaded pickle ball courts, and the somewhat loud and irritating particular sound that that hard plastic pickle ball makes when met with a plywood racket. That noise is unfortunately endemic to the sport. This is one neighbor's point of view but should be taken into consideration, both at Bainbridge in the middle of a residential area, as well as potential future court locations.

I do support one item listed in the proposal. That is item 1B of the discussion which suggests the addition of an additional gate on the east side, (suggest north east corner off the path not the sidewalk)as I feel that would go along way in mitigating part of the issue between Pickleballer's and tennis players which is walking behind the game on the court during play.

Let's just all do what it takes to get along...

Thank you for listening, and I hope more research and canvassing will take place before any changes are made.

Daniel Dickson, Architect

Sent from my iPhone

From: [John Birchard](#)
To: [Lemos, June](#)
Subject: More Pickleball courts please!
Date: Monday, October 24, 2022 6:41:43 PM

Dear Fort Bragg City Council members,

I have been playing pickleball on the very nice Bainbridge Park courts for several years. In the last year we have had a very rapid increase in new players. We now have significant wait times to play, and could definitely use more courts. I believe that Debra Wagner's proposal to divide the two tennis courts with a fence, and to turn the current two picklyball courts into four is the best and cheapest way to accomplish this goal. I urge you to implement her proposal.

I would also like to point out that this sport is rapidly becoming the most popular new sport in the country. It is played people of all ages and skill levels. I feel that the creation of a dedicated pickleball venue in Fort Bragg could be a real draw for visitors from other parts of the country where it is often too hot to play during the summer months. It is already common for out of town visitors to choose vacation destinations where they can play pickleball, to seek out pickleball games in Fort Bragg, and join us for play.

Thanks for your time and interest.

Best,

John Birchard
707-357-4809



City of Fort Bragg

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

Text File

File Number: 22-537

Agenda Date: 10/24/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Approving Amendment No. 2 to the Agreement Between the City of Fort Bragg and Cold Creek Compost, Inc. for Composting Services



AGENCY: City Council
MEETING DATE: October 24, 2022
DEPARTMENT: Public Works
PRESENTED BY: Alfredo Huerta
EMAIL ADDRESS: ahuerta@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Adoption of City Council Resolution Approving Amendment No. 2 to the Agreement Between the City of Fort Bragg and Cold Creek Compost, Inc. for Composting Services

ISSUE:
 Cold Creek Compost, Inc. (Cold Creek) is requesting an increase in its tipping fee from \$38.58 per ton to \$60.00 per ton to counter increased costs stemming from changes in laws and regulations, and changing market conditions. The City’s current contract with Cold Creek does not provide a mechanism for a price increase outside of annual adjustments for changes in the San Francisco-Oakland-San Jose CPI-U index.

Cold Creek provides an important local service and it is in Fort Bragg’s best interest that Cold Creek remain in business. The green carts, provided by Redwood Waste Solutions, Inc. (RWS) as part of our solid waste service, collect organic matter such as food and yard waste. That organic material is transported to the Cold Creek composting facility in Potter Valley, where it is recycled into premium soil and compost, which is resold.

The proposed amendment to the current contract, which expires December 31, 2022, would provide for a one-time adjustment in the tipping fee to \$60.00 per ton. Staff is recommending the increase in order to keep this local company viable and in operation.

ANALYSIS:
 The City’s current contract with Cold Creek designates Cold Creek as the service provider to process organic materials under the Franchise Agreement. Cold Creek invoices and is paid by RWS. However, ultimately, Fort Bragg residential and commercial customers pay for the service.

Although the increased price of \$60.00 per ton may be significant, they are still below the average market rate as shown in Table 1 below.

Table 1 – Tip Fee & Feedstock Comparison (provided by Cold Creek)

| Company Information | Types of Feedstocks Received | Price Per Ton |
|---|------------------------------|---|
| City of Sacramento Organics Material Diversion Vendors | Food and green materials | <u>Agromin</u> \$77/ton – Green only \$97/ton – Green & food <u>Sacramento County</u> \$91.51/ton – Green only \$96.51/ton – Green & food <u>Yolo County</u> \$70/ton – Green only \$70/ton – Green & food |

| | | |
|--------------------------------------|--|---|
| ReThink Waste Contract with Recology | Food, green, and wood materials | Jepson Prairie Organics, Vacaville, CA \$69/ton – Green only \$89/ton – Comm source separated organics \$83/ton – Mixed organics |
| Sonoma County: Zero Waste Sonoma | Food and green materials | <u>Napa Recycling</u> \$48.41/ton <u>Redwood Landfill</u> \$52.40/ton <u>C&S Waste Solutions</u> \$65.00/ton |
| <i>Cold Creek Compost Ukiah, CA</i> | <i>Agricultural, green, food, and wood materials</i> | \$60.00/ton |

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a Resolution to approve Amendment No. 2 to the Agreement between the City of Fort Bragg and Cold Creek Compost, Inc.

ALTERNATIVE ACTION(S):

1. Take no action and continue under the current contract terms, which will keep the price per ton at \$38.58 plus the CPI-U adjustment as of January 1st.
2. Prepare a letter to Cold Creek Compost, Inc. negotiating a reduced increase in price per ton somewhere between \$38.58 and \$60.00.

Selection of either alternate action may result in termination of the contract with Cold Creek at the end of the contract term (December 2022) and require negotiations with another company.

FISCAL IMPACT:

The proposed increase from \$38.58 to \$60.00 per ton is a 55% increase in pricing. The waste diverted to Cold Creek is approximately 20% of all solid waste from Fort Bragg. Assuming the same disposal mix as the 2016 base year, the pass-through impact to Fort Bragg C&S Waste customers is approximately a 2.3% increase. Increased awareness and increased use of the green bin for organic material could reduce the cost of solid waste disposal in Fort Bragg in the future.

CONSISTENCY:

Diverting waste from the landfill and recycling it into high quality compost is consistent with SB1383 regulations, which went into effect at the beginning of 2022.

IMPLEMENTATION/TIMEFRAMES:

The proposed contract amendment would be effective November 1, 2022.

ATTACHMENTS:

1. Resolution
2. Proposed Amendment No. 2
3. Cold Creek Compost Contract
4. Approved Amendment No. 1
5. Rate Increase Letter

NOTIFICATION:

Martin Mileck, Cold Creek Compost
Bruce McCracken, Redwood Waste Solutions, Inc.
Michelle Goodman, Redwood Waste Solutions, Inc.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE
CITY OF FORT BRAGG AND COLD CREEK COMPOST, INC. FOR
COMPOSTING SERVICES**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a) (2), the City Council of the City of Fort Bragg (City) determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from certain residential, industrial and commercial areas in the City; and

WHEREAS, The City and Cold Creek Compost, Inc. (Cold Creek) executed an Agreement (Agreement) dated October 27, 2015 designating Cold Creek as the City's provider of composting services under its Franchise Agreement with Redwood Waste Solutions, Inc. (C&S Waste); and

WHEREAS, the City's intention in executing the Franchise Agreement with C&S Waste was to maintain reasonable rates for collection and transportation of solid waste, discarded recyclable materials and organic waste within the area covered by the Agreement; and

WHEREAS, Cold Creek provides a valuable local service which promotes sustainability and reduced pollution; and

WHEREAS, Cold Creek may not be able to continue to provide the City of Fort Bragg customers with composting services, if it continues to operate at a financial loss due to increased regulatory costs and a significant change in market conditions tied to the collapse of the regional cannabis industry; and

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

1. SB1383 regulations require diversion of organic material to an approved organic waste facility.
2. It is in the best interest of the City's residents and the environment to compost as much solid waste as possible.
3. Composting supports sustainability in our Community.
4. Cold Creek is the closest and best priced provider of such services.
5. Cold Creek's price per ton, with the increase rate, is far less expensive than other disposal methods.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Amendment No. 2 to the Agreement between the City of Fort Bragg and Cold Creek Compost, Inc. for Composting Services and authorizes 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 24th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FORT BRAGG
AND COLD CREEK COMPOST, INC FOR COMPOSTING SERVICES**

This Second Amendment to the Agreement between the City of Fort Bragg and Cold Creek Compost, Inc. for Composting Services executed on October 27, 2015 (Agreement) is entered into this ____ day of _____, 2022.

City and Cold Creek Compost, Inc. Agree to modify Section 13 of the Agreement and supersede amendment No. 1 as follows:

1. Cold Creek Compost, Inc. shall charge to City Franchisee \$60.00 per ton for mixed organic Waste, effective November 1, 2022.

All other terms and conditions of the Agreement shall remain in full force and effect, including the provision for annual price increases contained in Section 13 of the Agreement.

CITY OF FORT BRAGG

Peggy Ducey
City Manager

COLD CREEK COMPOST, INC.

Martin Mileck
President

**AGREEMENT BETWEEN THE CITY OF FORT BRAGG
AND COLD CREEK COMPOST, INC. FOR COMPOSTING SERVICES**

This Agreement is made and entered into as of the latest date of execution between the City of Fort Bragg (hereinafter, "City"), and Cold Creek Compost, Inc. (hereinafter, "Cold Creek"), a California Corporation, who shall collectively be referred to as the "Parties."

WHEREAS, the City desires to contract with Cold Creek for services specified herein; and

WHEREAS, Cold Creek is specially trained, experienced and competent to perform such services;
and

WHEREAS, the parties desire to set forth the terms and conditions under which said services shall be furnished.

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

1. The term of this Agreement shall be October 1, 2015 through December 31, 2022, unless amended in writing by the Parties, or if extended by City pursuant to Section 3 below.
2. Cold Creek warrants and represents that it operates a fully-permitted industrial compost facility at 6000 Potter Valley Road, Ukiah, CA 95482, which has capacity sufficient to perform its obligations hereunder and is subject to a valid ground lease on the facility which expires December 31, 2022. Any event pertaining to the potential interruption, termination, extension, or replacement of Cold Creek's ground lease shall be disclosed by Cold Creek in writing to the City within 14 days of Cold Creek gaining knowledge of such event.
3. Should Cold Creek obtain an extension or replacement of its ground lease beyond December 31, 2022, City shall have the option, at City's sole discretion, to extend the term of this Agreement for all or part of the term of Cold Creek's extended or replaced ground lease.
4. Cold Creek shall maintain all-weather access to its facility for tractor-trailer configured vehicles.
5. City provides for a mixed organic waste collection program under its exclusive City Solid Waste Franchise Contract (hereinafter, "Franchise Contract").
6. The current City franchisee for the Franchise Contract is USA Waste of California, Inc. dba Empire Waste Management, who, together with any future replacement franchisee or contractor, shall be referred to hereinafter as "City Franchisee."
7. City has exercised its authority to designate Cold Creek as the destination for processing of mixed organic waste collected under the Franchise Contract, and Cold Creek agrees to accept this mixed organic waste under the terms and conditions set forth herein. The designation by City of Cold Creek as destination shall continue in effect for the duration of this Agreement, provided that Cold Creek performs its obligations stated herein.

8. City shall provide, either through the Franchise Contract or other means, all public information, monitoring, inspection and enforcement functions to minimize contamination of the mixed organic waste by unacceptable materials deposited by customers in collection containers.
9. Cold Creek shall compost all mixed organic waste into marketable finished compost.
10. The acceptable materials to be received in the mixed organic waste collections by City Franchisee from City residential and commercial customers are yard trimmings, food waste, food-contaminated paper, and miscellaneous paper not suitable for recycling. Cold Creek will accept other organic waste that may be delivered by the City Franchisee and the complete list of acceptable materials is: agricultural materials including, but not limited to manure and animal stall bedding, poultry mortalities, grape pomace, diatomaceous earth and culled fruit, green material including, but not limited to yard trimmings, brush, branches and stumps, wood materials including, but not limited to sawmill waste, source separated construction and demolition materials including sheetrock (nails, doorknobs, joist hangers OK), food materials including, but not limited to meat, fish, and dairy, soiled paper and waxed cardboard, fishery waste, grease trap waste, pet feces and cat litter, and liquid wastes including, but not limited to olive sludge, brewery waste, and pond sludge.
11. Any unacceptable materials delivered by City Franchisee to Cold Creek shall be disposed of by Cold Creek either by backhaul by City Franchisee to City Franchisees' own solid waste disposal facilities or by disposal by Cold Creek at any solid waste disposal site, with the disposal fees billed to City Franchisee. If a load is determined by Cold Creek upon initial inspection to be excessively contaminated to the extent that the cost of removing contaminants exceeds the value of the organic material, or to exceed the CalRecycle standard of no more than 1% contamination by weight, Cold Creek may reject the load at Cold Creek's sole discretion.
12. City Franchisee's deliveries of organic waste to Cold Creek shall be weighed at Cold Creek's truck scale to determine the net weight delivered. City Franchisee shall deliver in trucks with the capability to discharge their own load. Cold Creek may inspect each load prior to unloading.
13. Cold Creek shall initially charge City Franchisee \$26.00 per ton for mixed organic waste, adjusted up or down on each subsequent January 1 by a percentage factor equal to 0.9 of the change of the All Urban Consumers Consumer Price Index (CPI-U), all items, for the San Francisco-Oakland-San Jose, CA, Base Period 1982 – 1984 = 100, not seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor, and its value twelve months before.
14. Cold Creek will invoice City Franchisee weekly with payments due in 30 days. Any payments due from City Franchisee and not made within 30 days of receipt of the invoice shall incur additionally a 1.5% per month late charge. Failure of City Franchisee to pay charges due to Cold Creek within 90 days of invoicing shall constitute good cause for Cold Creek, at Cold Creek's sole discretion, to refuse additional deliveries. City shall incur no obligation to pay Cold Creek for charges, costs or penalties incurred by City Franchisee unless City consents in writing to pay such charges.

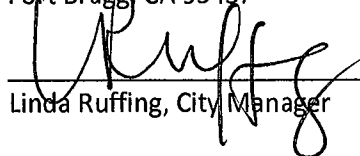
15. Cold Creek shall be open for deliveries Monday through Friday, 7 a.m. to 3:30 p.m., and Saturday from 7 a.m. to 1 p.m., excluding the following holidays: Christmas, New Year's Day, Labor Day, Memorial Day, 4th of July, Thanksgiving Day.
16. Cold Creek, its heirs and assigns, agrees to indemnify, hold harmless and defend City and City Franchisee, their officers, agents and employees from and against any/or all losses, damages, costs, charges, expenses, suits, actions, claims, judgments, liabilities, and attorney fees directly or indirectly, resulting from delivery and processing of acceptable mixed organic waste delivered to Cold Creek by City Franchisee, arising out of/or related to Cold Creek's leasehold, operation, remediation, closure or post closure of Cold Creek's facility.
17. Cold Creek shall comply with all applicable laws pertaining to the operation of its compost facility including closure and post closure obligations and any financial assurances. Upon request, Cold Creek shall provide City with copies of any regulatory inspection reports on its operation.
18. Cold Creek shall maintain general liability insurance in an amount not less than \$2,000,000 aggregate, \$1,000,000 per occurrence, naming City and City Franchisee as additional insured.
19. Either Party shall be relieved of its obligations hereunder for the duration of a Force Majeure or a Change in Law, if, as a result of a Force Majeure or a Change in Law, such party is unable to perform. A Force Majeure shall include only events outside of the Party's control and which are either Acts of God or the unforeseeable.
20. Cold Creek acknowledges and declares that the City Franchisee is and will be the Third Party beneficiaries of this Agreement.
21. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
22. The Parties stipulate and agree that any litigation relating to the enforcement or interpretation of this Agreement, arising out of either Parties' performance or relating in any way to the work, shall be brought in Superior Court in Mendocino City.
23. This Agreement and amendments and supplemental agreements hereto may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year indicated:

CITY OF FORT BRAGG

416 N. Franklin Street

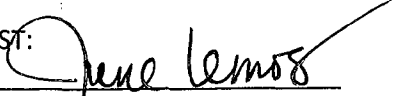
Fort Bragg, CA 95437



 Linda Ruffing, City Manager

Date: 10.27.15

ATTEST:

By: 
June Lemos, Acting City Clerk

Date: 10.27.15

Approved as to Form:

By: see attached signature
Samantha Zutler, City Attorney

Date: 10/12/15

COLD CREEK COMPOST, INC.

Cold Creek Compost Inc.
6000 Potter Valley Road
Ukiah, CA 95482


Martin Mileck, President

Date: 10/22/15

EXHIBIT A

ATTEST:

By: _____
June Lemos, Acting City Clerk

Date: _____

Approved as to Form:

By: _____
Samantha Tuttle, City Attorney

Date: 10/12/15

COLD CREEK COMPOST, INC.
Cold Creek Compost Inc.
6000 Potter Valley Road
Ukiah, CA 95482

Martin Mileck, President

Date: _____

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FORT BRAGG AND COLD CREEK COMPOST, INC. FOR COMPOSTING SERVICES

This First Amendment to the Agreement between the City of Fort Bragg and Cold Creek Compost, Inc. for Composting Services executed on October 27, 2015 (Agreement) is entered into this 28th day of January, 2019.

City and Cold Creek Compost, Inc. Agree to modify Section 13 of the Agreement as follows:

1. Cold Creek Compost, Inc. shall charge to City Franchisee \$36.00 per ton for mixed organic Waste, effective March 1, 2019.

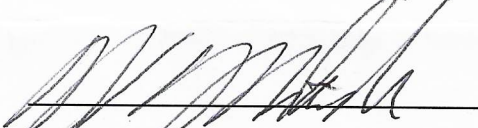
All other terms and conditions of the Agreement shall remain in full force and effect, including the provision for annual price increases contained in Section 13 of the Agreement.

CITY OF FORT BRAGG



Tabatha Miller
City Manager

COLD CREEK COMPOST, INC.



Martin Mileck
President



October 14, 2022

Fort Bragg City Council
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

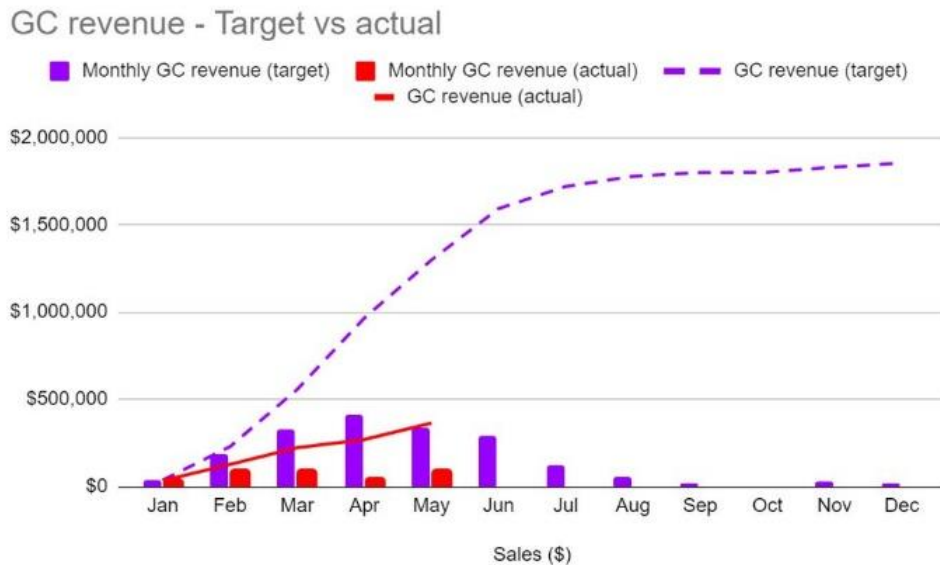
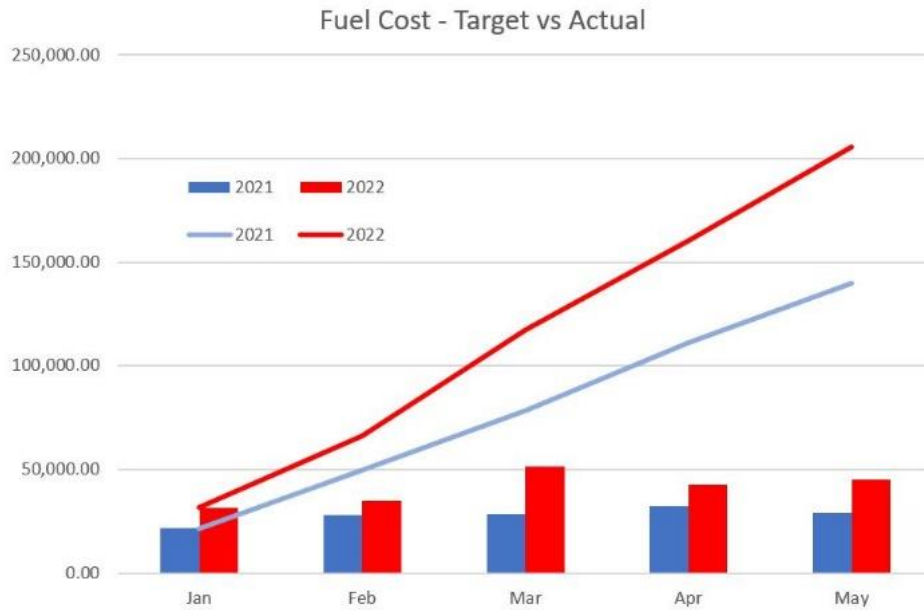
Subject: Cold Creek Compost - Request for Increased Tip Fee

Dear City Council and Staff,

This letter follows up on our June 27, 2022 telephone conversation and July 1, 2022 letter. This is to provide additional details regarding the need to increase our tip fee from \$38.58 to \$60.00 per ton effective November 1, 2022.

As discussed, a perfect storm of events including the drought, inflation, fuel prices, and impacts to the cannabis industry has put Cold Creek Compost in a dire financial situation. Drought, for example, has increased our annual cost of water hauling by approximately \$90,000 and negatively impacted all product sales. Increased fuel costs directly increase our operating costs by an estimated \$150,000 annually. Additionally, fuel costs impact trucking of incoming and outgoing materials, hindering our sales and raising the cost of everything we use. The plastics industry has seen prices triple, which alone increases our operating costs by \$60,000 annually.

The largest impact comes from the cannabis industry, which has seen a 80% drop in sales, equivalent to \$1.6 million in annual revenue. These are some, but not all, of the changes Cold Creek Compost is struggling to adapt to. The graphs below highlight the financial challenges we are facing.



While we recognize that we are asking for a large tip fee increase in a short time, we believe our tip fees will still be well below market rates in California. See the table below.



| Jurisdiction | Feedstocks Accepted | Price Per Ton (Not including Transport) |
|--|---------------------------------|--|
| City of Sacramento Organics Material Diversion Vendors | Food and green materials | Agromin \$77/ton – Green only \$97/ton – Green & food Sacramento County \$91.51/ton – Green only \$96.51/ton – Green & food Yolo County \$70/ton – Green only \$70/ton – Green & food |
| ReThink Waste Contract with Recology | Food, green, and wood materials | Jepson Prairie Organics, Vacaville, CA \$69/ton – Green only \$89/ton – Comm source separated organics \$83/ton – Mixed organics |
| Sonoma County: Zero Waste Sonoma | Food and green materials | Napa Recycling \$48.41/ton Redwood Landfill \$52.40/ton C&S Waste Solutions \$65.00/ton |

We believe we have been a reliable partner with the City servicing the City’s composting needs since 1996. A commitment to Cold Creek by the County ensures local, long-term composting capacity to meet SB 1383 requirements, minimizes transport costs, and provides local jobs. We look forward to the opportunity to continue to support Mendocino County’s residential, commercial, and agricultural communities through organics recycling and by providing nutrient dense finished compost.

Please let me know if I can provide any additional information.

Thank you for your consideration,

Martin Mileck
 Founder, Owner, and President
 Cold Creek Compost, Inc.



City of Fort Bragg

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

Text File

File Number: 22-535

Agenda Date: 10/24/2022

Version: 2

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8D.

Receive Report and Consider Adoption of City Council Resolution Programming the Next Street Rehabilitation Project Locations and Committing Match Funding for Local Partnership Program Formulaic Fund Application



AGENCY: City Council
MEETING DATE: October 24, 2022
DEPARTMENT: Public Works
PREPARED BY: C O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Programming the Next Street Rehabilitation Project Locations and Committing Match Funding for Local Partnership Program Formulaic Fund Application

ISSUE:

The Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Beall, Chapter 5, Statutes of 2017) created the Local Partnership Program (LPP) and continuously appropriates two hundred million dollars (\$200,000,000) annually to be allocated by the California Transportation Commission (CTC) to local transportation agencies that have a voter approved special street sales tax dedicated solely for transportation improvements. By vote of the community, the City passed Ordinance 845-2004 and 907-2013 authorizing collection of a one-half of one percent (0.5%) transaction tax to be used for street maintenance and repair. This voter approved sales tax allows the City to be eligible for a Formulaic Distribution of LPP Funding each cycle. Pursuant to California Transportation Commission Resolution G-22-61 (Attachment 1), the City of Fort Bragg is allocated \$400,000 for street repair between 2023 and 2025 pending submittal of a completed application for an eligible project.

ANALYSIS:

On August 17, 2022 the California Transportation Commission released the 2022 Local Partnership Formulaic Program Guidelines establishing application requirements and deadlines. Project applications must be received by the CTC no later than November 14, 2022 in order to be eligible for the initial round of funding this programming cycle. The LPP guidelines establish match funding requirements of one-to-one unless the taxing authorities generate less than \$2 million annually, in which case the required match must equal 25 percent of the requested Formulaic Program funds. Fort Bragg falls into the latter category.

The LPP guidelines also established parameters for eligible projects and selection processes. The City Council received and filed the 2021 Pavement Management Program (PMP) Report at the regular meeting of February 14, 2022. Consistent with LPP guidelines and the accepted PMP program, the list of street rehabilitation locations proposed for the next street project are shown on the map in Attachment 2 and table in Attachment 3.

The project goal is to include all identified sections, however given the volatility in cost of construction materials and labor, City staff recommends prioritizing those treatments listed for crack seal, slurry seal, and microsurfacing which are maintenance techniques intended to preserve existing good pavement in serviceable condition. The locations identified for full depth reclamation (FDR) or reconstruction will be second priority for this proposed project. Inclusion in

the project will be based on the engineer's cost estimate of full project costs (like striping, utilities, and sidewalk). These second priority locations will be added into the project scope in the order of priority based on the pavement condition index (PCI) lowest to highest.

RECOMMENDED ACTION:

Adopt Resolution programming the next Street Rehabilitation Project locations and committing match funding for the Local Partnership Program (LPP) Formulaic Fund Application.

ALTERNATIVE ACTION(S):

- Select other streets to be listed for rehabilitation with the next streets project as alternate locations or replacing proposed locations; or
- Direct staff not to prepare an application for the 2023-2025 formulaic distribution.

FISCAL IMPACT:

The LPP requires taxing authorities with a voter-approved tax, which generates less than \$2 million annually to provide a match equal to 25 percent of the requested Formulaic Program funds. The City's average annual revenue from street sales tax is approximately \$950,000 and streets projects are performed on two three-year cycles. The City anticipates allocating \$2,000,000 for the proposed streets project with expected construction in the 2024/2025 Fiscal Year. Treatment of road sections identified in the attached table and map total approximately \$1,950,000 for pavement treatments only. Some portions of the project may necessitate sidewalk installation or other associated improvements, so the other \$450,000 will be reserved for such improvements.

GREENHOUSE GAS EMISSIONS IMPACT:

Authorization of Resolution approving application has zero greenhouse gas emission impacts. Construction of the proposed streets project will result in a slight increase in greenhouse gas emissions in 2025 due to asphalt batch plant processes and construction vehicles and equipment.

CONSISTENCY:

Use of street sales tax for street repair, maintenance, and reconstruction is consistent with the policies established in 2004 and 2013 via Ordinance 845-2004 and 907-2013 respectively and the State Guidelines for eligible use of SB-1 LPP Funds.

IMPLEMENTATION/TIMEFRAMES:

Application will be submitted to CTC prior to the November 14, 2022 deadline. Design of project will begin in late 2023 and construction is anticipated for the spring of 2025.

ATTACHMENTS:

1. CTC Resolution G-22-61
2. Map of Identified Streets for Project
3. Table of Selected Street Sections and Associated Treatment
4. Resolution Approving Street Project Programming

NOTIFICATION:

None.

CALIFORNIA TRANSPORTATION COMMISSION
Adoption of the 2022 Local Partnership Program Formulaic Funding Distribution
RESOLUTION G-22-61

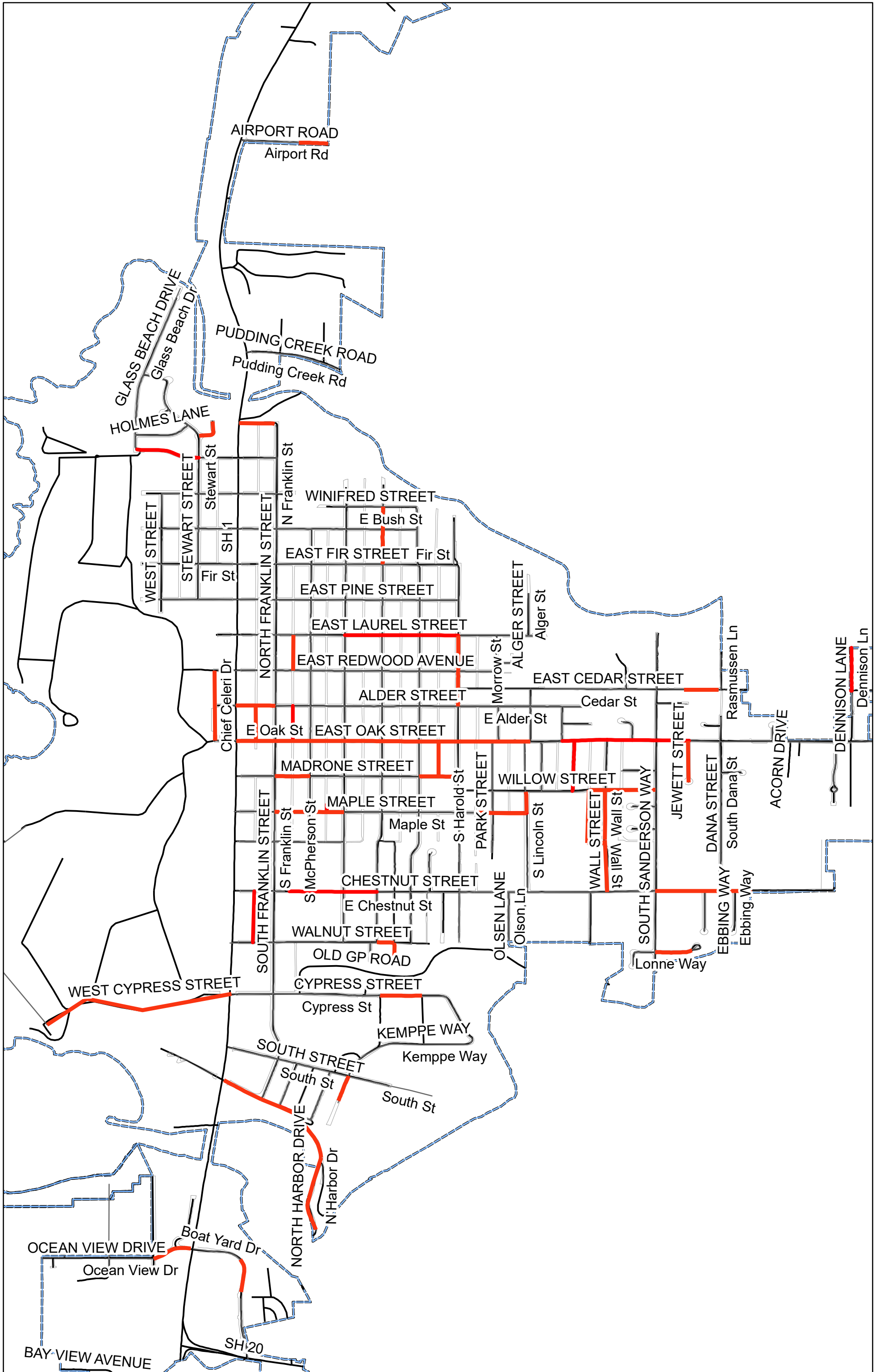
- 1.1 **WHEREAS**, on April 28, 2017, Governor Brown signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), enacted as the Road Repair and Accountability Act of 2017, creating the Local Partnership Program to provide funding to jurisdictions that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees, which taxes or fees are dedicated solely to transportation improvements; and
- 1.2 **WHEREAS**, on June 27, 2017, Governor Brown signed Assembly Bill 115 (Ting, Chapter 20, Statutes 2017) which clarified language in SB 1 regarding local and regional transportation agency eligibility and expanded the types of projects eligible for the program; and
- 1.3 **WHEREAS**, on June 24, 2022, staff published the draft 2022 Local Partnership Formulaic Program Proposed Funding Distribution for eligible jurisdictions to review and provide comments; and
- 1.4 **WHEREAS**, staff did not receive feedback from stakeholders requesting modifications, however, the funding distributions for the 2022 Local Partnership Formulaic Program were updated based on the most current taxes, tolls, and fees data available; and
- 1.5 **WHEREAS**, on August 5, 2022, staff posted the revised 2022 Local Partnership Program Formulaic Funding Distribution on the Commission's website for review.
- 2.1 **NOW, THEREFORE, BE IT RESOLVED**, that the Commission adopts the 2022 Local Partnership Program Formulaic Funding Distribution as reflected in the Attachment; and
- 2.2 **BE IT FURTHER RESOLVED**, that staff is authorized to make minor technical changes as needed to the 2022 Local Partnership Program Formulaic Funding Distribution; and
- 2.3 **BE IT FURTHER RESOLVED**, that the Commission directs staff to post the 2022 Local Partnership Program Formulaic Funding Distribution to the Commission's website.

| Local Partnership Program | | 2023-24 | 2024-25 | |
|---|---------------------|-------------------|------------------|------------------|
| Local Partnership Program Annual Appropriation | | \$ 200,000 | \$ 200,000 | |
| Set-Aside Incentive Funding | | \$ (20,000) | \$ (20,000) | |
| Competitive Program (40%) | | \$ 72,000 | \$ 72,000 | |
| 2020 Competitive Overprogramming | | \$ (25,800) | | |
| Redistributed Incentive Funds FY 20-21 (\$4 million) & FY 21-22 (\$8 million) | | \$ 12,000 | | |
| Subtotal Available for Competitive Program | | \$ 58,200 | \$ 72,000 | |
| Formulaic Program (60%) | | \$ 108,000 | \$ 108,000 | |
| 2020 Formulaic New taxing authorities balance | | \$ (582) | | |
| Redistributed Incentive Funds FY 22-23 ¹ | | \$ 582 | | |
| Subtotal Available for Formulaic Program | | \$ 108,000 | \$ 108,000 | |
| Proposed Annual Formulaic Funding Distribution | | | | |
| Tolls + VRF + parcel/property tax | 5.55% | \$ 5,989 | \$ 5,989 | |
| North sales tax | 25.63% | \$ 27,682 | \$ 27,682 | |
| South sales tax | 68.82% | \$ 74,329 | \$ 74,329 | |
| Funding Based on Voter-Approved Tolls, Vehicle Registration Fee (VRF), Parcel/Property Tax Revenue | | 2023-24 | 2024-25 | |
| | Revenue (100%) | Funding | Funding | |
| Alameda County Transportation Commission (Measure F-VRF) * | \$ 13,243 | \$ 200 | \$ 200 | |
| Alameda-Contra Costa Transit District (Measure C1-Parcel Tax) | \$ 30,054 | \$ 319 | \$ 319 | |
| Bay Area Rapid Transit District (Measure RR-Parcel Tax) | \$ 68,876 | \$ 730 | \$ 730 | |
| Bay Area Toll Authority (Regional Measure (RM) 1, RM 2, RM 3-Tolls) | \$ 315,157 | \$ 3,340 | \$ 3,340 | |
| City and County of San Francisco (Prop. D-Bus. Tax) | \$ 6,218 | \$ 200 | \$ 200 | |
| City/County Association of Governments of San Mateo County (Measure M-VRF) | \$ 7,442 | \$ 200 | \$ 200 | |
| Orinda (Measure L-Parcel Tax) | \$ 1,507 | \$ 200 | \$ 200 | |
| San Francisco County Transportation Authority (Prop AA-VRF) * | \$ 5,514 | \$ 200 | \$ 200 | |
| Santa Clara Valley Transportation Authority (Measure B-VRF) * | \$ 16,446 | \$ 200 | \$ 200 | |
| Transportation Authority Marin County (Measure B-VRF) * | \$ 2,404 | \$ 200 | \$ 200 | |
| Yuba County (Measure D-Depletion Surcharge) | \$ 1,163 | \$ 200 | \$ 200 | |
| Totals | \$ 468,023 | \$ 5,989 | \$ 5,989 | |
| Funding Based on Voter-Approved Sales Tax Revenue and Population - North | | 2023-24 | 2024-25 | |
| County (Agency) | Revenue (25%) | Population (75%) | Funding | Funding |
| Alameda (Alameda County Transportation Commission) * | \$ 191,376 | 1,651,979 | \$ 3,303 | \$ 3,303 |
| Contra Costa (Contra Costa Transportation Authority) | \$ 119,849 | 1,156,555 | \$ 2,272 | \$ 2,272 |
| El Cerrito | \$ 2,023 | N/A | \$ 200 | \$ 200 |
| Martinez | \$ 4,499 | N/A | \$ 200 | \$ 200 |
| Fresno (Fresno County Transportation Authority) | \$ 109,047 | 1,011,273 | \$ 1,999 | \$ 1,999 |
| Lake (Clearlake) | \$ 2,730 | 16,509 | \$ 200 | \$ 200 |
| Madera (Madera County Transportation Authority) | \$ 15,724 | 157,396 | \$ 312 | \$ 312 |
| Marin (Transportation Authority Marin County) * ^ | \$ 34,771 | 257,135 | \$ 386 | \$ 386 |
| Marin (Sonoma Marin Area Rail Transit District) ^ | \$ 24,457 | - | \$ 213 | \$ 213 |
| Mendocino (Fort Bragg) | \$ 1,219 | 7,153 | \$ 200 | \$ 200 |
| Mendocino (Point Arena) | \$ 66 | 443 | \$ 200 | \$ 200 |
| Mendocino (Ukiah) | \$ 3,780 | 16,080 | \$ 200 | \$ 200 |
| Mendocino (Willits) | \$ 1,062 | 4,920 | \$ 200 | \$ 200 |
| Merced (Merced County Transportation Authority) | \$ 26,626 | 284,338 | \$ 550 | \$ 550 |
| Monterey (Transportation Agency for Monterey County) ^ | \$ 37,593 | 433,716 | \$ 650 | \$ 650 |
| Monterey (Monterey-Salinas Transit District) ^ | \$ 12,307 | - | \$ 231 | \$ 231 |
| Napa (Napa Valley Transportation Authority) | \$ 24,478 | 136,179 | \$ 297 | \$ 297 |
| Nevada (Truckee) | \$ 3,670 | 17,100 | \$ 200 | \$ 200 |
| Sacramento (Sacramento Transportation Authority) | \$ 171,823 | 1,576,618 | \$ 3,121 | \$ 3,121 |
| San Benito (Council of San Benito County Governments) | \$ 12,677 | 65,479 | \$ 200 | \$ 200 |
| San Francisco (San Francisco County Transportation Authority) * ^ | \$ 102,981 | 842,754 | \$ 1,420 | \$ 1,420 |
| San Francisco (Caltrain) * ^ | \$ 30,370 | - | \$ 368 | \$ 368 |
| San Joaquin (San Joaquin County Transportation Authority) | \$ 91,897 | 784,298 | \$ 918 | \$ 918 |
| San Mateo (San Mateo County Transportation Authority) ^ | \$ 109,875 | 744,662 | \$ 699 | \$ 699 |
| San Mateo (San Mateo County Transit District) ^ | \$ 219,315 | - | \$ 1,396 | \$ 1,396 |
| San Mateo (Caltrain) * ^ | \$ 30,370 | - | \$ 183 | \$ 183 |
| Santa Clara (Santa Clara Valley Transportation Authority) * ^ | \$ 574,700 | 1,894,783 | \$ 4,571 | \$ 4,571 |
| Santa Clara (Caltrain) * ^ | \$ 30,370 | - | \$ 330 | \$ 330 |
| Santa Cruz (Santa Cruz County Regional Transportation Commission) ^ | \$ 27,581 | 266,564 | \$ 302 | \$ 302 |
| Santa Cruz (Santa Cruz Metropolitan Transit District) ^ | \$ 27,626 | - | \$ 302 | \$ 302 |
| Sonoma (Sonoma County Transportation Authority) ^ | \$ 31,678 | 482,404 | \$ 493 | \$ 493 |
| Sonoma (Sonoma Marin Area Rail Transit District) ^ | \$ 24,457 | - | \$ 472 | \$ 472 |
| Stanislaus (Stanislaus County Transportation Authority) | \$ 62,389 | 549,466 | \$ 1,095 | \$ 1,095 |
| Totals | \$ 2,163,385 | 12,357,804 | \$ 27,682 | \$ 27,682 |
| Funding Based on Voter-Approved Sales Tax Revenue and Population - South | | 2023-24 | 2024-25 | |
| County (Agency) | Revenue (25%) | Population (75%) | Funding | Funding |
| Imperial (Imperial County Local Transportation Authority) | \$ 20,021 | 179,329 | \$ 516 | \$ 516 |
| Los Angeles (Los Angeles County Metropolitan Transportation Authority) | \$ 4,325,619 | 9,861,224 | \$ 38,700 | \$ 38,700 |
| Orange (Orange County Transportation Authority) | \$ 414,018 | 3,162,245 | \$ 9,302 | \$ 9,302 |
| Riverside (Riverside County Transportation Commission) | \$ 281,291 | 2,435,525 | \$ 7,044 | \$ 7,044 |
| San Bernardino (San Bernardino County Transportation Authority) | \$ 252,793 | 2,187,665 | \$ 6,328 | \$ 6,328 |
| San Diego (San Diego Regional Transportation Commission) | \$ 405,921 | 3,287,306 | \$ 9,591 | \$ 9,591 |
| San Luis Obispo (El Paso de Robles) | \$ 6,858 | 31,176 | \$ 200 | \$ 200 |
| Santa Barbara (Santa Barbara County Local Transportation Authority) | \$ 52,944 | 445,164 | \$ 1,292 | \$ 1,292 |
| Tulare (Tulare County Transportation Authority) | \$ 49,341 | 475,014 | \$ 1,356 | \$ 1,356 |
| Totals | \$ 5,808,807 | 22,064,648 | \$ 74,329 | \$ 74,329 |

* Agency listed more than once.

^ Multiple agencies within county with countywide tax.

¹ Actual amount will be determined when Fiscal Year 2022-23 unused incentive funding is determined and redistributed.



Scenarios - Sections Selected for Treatment

Interest: 3.00%

Inflation: 3.00%

Printed: 1/28/2022

Scenario: 2021 S1: CITY'S EXISTING FUNDING (\$1.0M/YEAR)

Year: 2023

| Street Name | Begin Location | End Location | Street ID | Section ID | Length | Width | Area | FC | Surface Type | Area ID | Treatment | | | Cost | Rating | Treatment |
|-------------------------|-------------------------------|-------------------------------|-----------|------------|--------|-------|---------|----|--------------|---------|-------------|------------|------------------|-----------|--------|---|
| | | | | | | | | | | | Current PCI | PCI Before | PCI After | | | |
| MAPLE ST. 005 | ALLEY BETWN WHIPPLE HARRISON | S. FRANKLIN | MAPLE | 005A | 900 | 49 | 44,100 | C | AC | 0 | 68 | 66 | 100 | \$251,089 | 8,571 | AC OVERLAY 2 INCHES |
| Treatment Total | | | | | | | | | | | | | \$251,089 | | | |
| AIRPORT ROAD | W/C.L. SIGN 5+87 | E.EDGE HWY1 @ LIMIT LINE 8+55 | AIRPOR | 001B | 268 | 22 | 5,896 | R | AC | 0 | 93 | 91 | 96 | \$3,712 | 5,960 | SLURRY SEAL W/ CRACK SEAL |
| BOATYARD DR. 001 | 5+30 FORM HWY1 0+00 | 4+32 FROM BEGIN | BOATYA | 001 | 432 | 24 | 10,368 | A | AC/AC | 0 | 92 | 89 | 95 | \$7,713 | 13,070 | SLURRY SEAL W/ CRACK SEAL |
| EAST ALDER 001 | E.F CURB HWY 1 0+00 | W.F.CURB N.FRANKLIN ST. 3+40 | EALDER | 001 | 340 | 43 | 14,620 | C | AC | 0 | 83 | 82 | 89 | \$10,040 | 26,615 | SLURRY SEAL W/ CRACK SEAL |
| EAST CYPRESS ST. 001 | END OF KEMPEE @ VALVE BOX 0+0 | W.F.CURB RIVER DRV 12+96 | ECYPRES | 001 | 1,296 | 40 | 51,840 | C | AC/AC | 0 | 81 | 80 | 88 | \$35,597 | 31,682 | SLURRY SEAL W/ CRACK SEAL |
| NORTH HARBOR DRIVE 002 | E.F.CURB S FRANKLIN ST. 0+00 | E.F.CURB HWY 1 4+55 | NHARBO | 002 | 455 | 32 | 14,560 | R | AC | 0 | 81 | 80 | 87 | \$9,165 | 17,685 | SLURRY SEAL W/ CRACK SEAL |
| NORTH HAROLD ST. 006 | LAUREL ST | ALDER ST | NHAROL | 006 | 920 | 52 | 47,840 | C | AC/AC | 0 | 74 | 73 | 82 | \$32,851 | 31,155 | SLURRY SEAL W/ CRACK SEAL |
| EAST OAK ST. 001 | E.F. CURB HWY 1 0+00 | W.F.CURB MCKINLEY 32+25 | OAK | 001 | 3,225 | 45 | 145,125 | A | AC | 0 | 81 | 79 | 87 | \$107,957 | 22,659 | SLURRY SEAL W/ CRACK SEAL |
| PERKINS WAY | N.F. CURB E. FIR ST. 0+00 | @ DEAD END 10+53 | PERKIN | 001 | 1,053 | 33 | 34,749 | R | AC | 0 | 79 | 78 | 86 | \$21,873 | 18,330 | SLURRY SEAL W/ CRACK SEAL |
| WALL ST. 001 | WILLOW | N.F. CURB@ALLEY ST 13+50 | WALL | 001B | 650 | 38 | 24,700 | R | AC/AC | 0 | 79 | 78 | 86 | \$15,548 | 22,850 | SLURRY SEAL W/ CRACK SEAL |
| WALL ST. 002 | E.F. CURB @ ALLEY 0+00 | N.F. CURB CHESTNUT ST. | WALL | 002 | 700 | 38 | 26,600 | R | AC/AC | 0 | 81 | 80 | 88 | \$16,744 | 24,088 | SLURRY SEAL W/ CRACK SEAL |
| Treatment Total | | | | | | | | | | | | | \$261,200 | | | |
| HAZELWOOD ST. | S.F. SOUTH ST. 0+00 | HYDRANT @ END OF ST.3+60 | HAZELW | 001 | 360 | 28 | 10,080 | R | AC | 0 | 64 | 63 | 73 | \$9,229 | 15,147 | MICROSURFACING W/ CRACK SEAL AND 3% DIGOUTS |
| MADRONE ST. 002 | CORRY ST | W.F. CURB @ HAROLD 13+00 | MADRON | 010 | 400 | 44 | 17,600 | R | AC | 0 | 63 | 61 | 72 | \$16,114 | 12,083 | MICROSURFACING W/ CRACK SEAL AND 3% DIGOUTS |
| OCEAN VIEW DRV.WEST 001 | W.F. CURB HWY1 0+00 | 4+18 FROM W.F. HWY1 | OCEANV | 001 | 418 | 36 | 15,048 | R | AC/AC | 0 | 68 | 67 | 76 | \$13,778 | 14,815 | MICROSURFACING W/ CRACK SEAL AND 3% DIGOUTS |
| WALNUT ST. 001 | W.F.CURB GROVE 0+00 | WHIPPLE | WALNUT | 001 | 340 | 39 | 13,260 | R | AC | 0 | 62 | 60 | 71 | \$12,141 | 11,984 | MICROSURFACING W/ CRACK SEAL AND 3% DIGOUTS |
| Treatment Total | | | | | | | | | | | | | \$51,262 | | | |
| MADRONE ST. 001 | E.F.CURB @ HWY 1 0+00 | W.F.CURB @ McPHERSON ST.6+50 | MADRON | 001 | 650 | 43 | 27,950 | R | AC | 0 | 67 | 65 | 75 | \$36,786 | 8,672 | MICROSURFACING W/ CRACK SEAL AND 5% DIGOUTS |

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00%

Inflation: 3.00%

Printed: 1/28/2022

Scenario: 2021 S1: CITY'S EXISTING FUNDING (\$1.0M/YEAR)

Year: 2023

| Street Name | Begin Location | End Location | Street ID | Section ID | Length | Width | Area | FC | Surface Type | Area ID | Treatment | | | Cost | Rating | Treatment | |
|-----------------------------|-------------------------------|------------------------------|-----------|------------|--------|-------|--------|----|--------------|----------------|------------------------|------------|------------------|-----------|--------|---|--|
| | | | | | | | | | | | Current PCI | PCI Before | PCI After | | | | |
| MANZANITA ST. | W.F. CURB N. FRANKLIN ST.0+00 | E.F. CURB HWY1 3+30 | MANZAN | 001 | 330 | 26 | 8,580 | R | AC | 0 | 69 | 67 | 77 | \$11,293 | 8,800 | MICROSURFACING W/ CRACK SEAL AND 5% DIGOUTS | |
| WILLOW ST. 001 | W.F.CURB S.SANDERSON 0+00 | E.EDGE ALLEY LIVINGSTON 6+23 | WILLOW | 001 | 623 | 32 | 19,936 | R | AC | 0 | 67 | 65 | 75 | \$26,238 | 8,672 | MICROSURFACING W/ CRACK SEAL AND 5% DIGOUTS | |
| Treatment Total | | | | | | | | | | | | | \$74,317 | | | | |
| CEDAR ST. 002 | END CURB 1320 CEDAR 0+00 | 1631 EAST PROP. LINE 8+90 | CEDAR | 002 | 350 | 19 | 6,650 | R | AC | 0 | 42 | 40 | 100 | \$67,734 | 5,007 | THICK MILL AND OVERLAY | |
| HARBOR AVE | OCEAN VIEW DR | SOUTH END | HARAV | 001 | 90 | 39 | 3,510 | R | AC/AC | 0 | 49 | 47 | 100 | \$35,752 | 4,778 | THICK MILL AND OVERLAY | |
| LONNE WAY | E.F. SNADERSON 0+00 | END OF CULDESAC 4+87 | LONNE | 001 | 487 | 32 | 15,584 | R | AC | 0 | 42 | 40 | 100 | \$158,732 | 5,009 | THICK MILL AND OVERLAY | |
| N100D | E OAK ST | E ALDER ST | N100D | N100D1 | 417 | 20 | 8,340 | O | AC | | 21 | 18 | 100 | \$35,077 | 12,490 | THICK MILL AND OVERLAY | |
| N102C | N101C | MAIN ST | N102C | N102C1 | 146 | 26 | 3,796 | O | AC | | 16 | 13 | 100 | \$15,966 | 12,490 | THICK MILL AND OVERLAY | |
| Treatment Total | | | | | | | | | | | | | \$313,261 | | | | |
| HAZEL ST. | S HARRISON ST | EST-END | HAZEL | 004 | 455 | 42 | 4,860 | R | AC | 0 | 5 | 4 | 100 | \$24,324 | 3,774 | 4.5" SURFACE RECONSTRUCT | |
| Treatment Total | | | | | | | | | | | | | \$24,321 | | | | |
| N300E | E REDWOOD AVE | E LAUREL ST | N300E | N300E1 | 416 | 18 | 7,488 | O | AC | | 94 | 91 | 96 | \$2,571 | 9,972 | SINGLE CHIP SEAL | |
| S100J | MADRONE ST | E OAK ST | S100J | S100J1 | 418 | 14 | 5,852 | O | AC | | 94 | 91 | 96 | \$2,010 | 9,954 | SINGLE CHIP SEAL | |
| S301N | S302N | WILLOW ST | S301N | S301N1 | 652 | 12 | 7,824 | O | AC | | 94 | 91 | 96 | \$2,687 | 10,523 | SINGLE CHIP SEAL | |
| S302N | S301N | WALL ST | S302N | S302N1 | 139 | 16 | 2,224 | O | AC | | 94 | 91 | 96 | \$764 | 9,917 | SINGLE CHIP SEAL | |
| Treatment Total | | | | | | | | | | | | | \$8,032 | | | | |
| Year 2023 Area Total | | | | | | | | | | 595,980 | Year 2023 Total | | \$983,482 | | | | |

Year: 2024

| Street Name | Begin Location | End Location | Street ID | Section ID | Length | Width | Area | FC | Surface Type | Area ID | Treatment | | | Cost | Rating | Treatment | |
|------------------------|---------------------------|--------------|-----------|------------|--------|-------|--------|----|--------------|---------|-------------|------------|-----------------|----------|--------|---------------------------|--|
| | | | | | | | | | | | Current PCI | PCI Before | PCI After | | | | |
| SOUTH LINCOLN ST. | MAPLE ST | WILLOW ST | SLINCO | 015A | 282 | 30 | 8,460 | C | AC | 0 | 68 | 63 | 100 | \$49,613 | 8,665 | AC OVERLAY 2 INCHES | |
| Treatment Total | | | | | | | | | | | | | \$49,613 | | | | |
| CHESTNUT ST. 002 | END CURB-GUTTER@001, 0+00 | S. WHIPPLE | CHESTN | 005 | 884 | 32 | 28,288 | C | AC/AC | 0 | 83 | 80 | 87 | \$20,008 | 22,454 | SLURRY SEAL W/ CRACK SEAL | |

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00%

Inflation: 3.00%

Printed: 1/28/2022

Scenario: 2021 S1: CITY'S EXISTING FUNDING (\$1.0M/YEAR)

Year: 2024

| Street Name | Begin Location | End Location | Street ID | Section ID | Length | Width | Area | FC | Surface Type | Area ID | Current PCI | Treatment | | Cost | Rating | Treatment |
|------------------------|------------------------------|-------------------------------|-----------|------------|--------|-------|--------|----|--------------|---------|-------------|------------|------------------|-----------|--------|---|
| | | | | | | | | | | | | PCI Before | PCI After | | | |
| DUBOIS LANE | S.F. CURB WALNUT 0+00 | END OF PAVEMENT 2+07 | DUBOIS | 001 | 207 | 25 | 5,175 | R | AC/AC | 0 | 94 | 90 | 95 | \$3,356 | 10,253 | SLURRY SEAL W/ CRACK SEAL |
| EAST LAUREL 002 | E.F.CURB N.HARRISON 0+00 | W.F.CURB N.HAROLD 10+05 | ELAURE | 002 | 1,005 | 40 | 40,200 | C | AC/AC | 0 | 75 | 72 | 81 | \$28,433 | 24,630 | SLURRY SEAL W/ CRACK SEAL |
| EAST OAK ST. 002 | E.F. CURB McKINLEY ST. 0+00 | BACK E.SIDE SDWLK. DANA 17+25 | OAK | 002 | 1,725 | 40 | 69,000 | R | AC | 0 | 77 | 74 | 82 | \$44,735 | 18,270 | SLURRY SEAL W/ CRACK SEAL |
| Treatment Total | | | | | | | | | | | | | \$96,532 | | | |
| CHESTNUT ST. 003 | SANDERSON WY | END OF STREET (9+75) | CHESTN | 015 | 975 | 32 | 31,200 | C | AC/AC | 0 | 73 | 70 | 79 | \$50,570 | 10,029 | RUBBERIZED CHIP SEAL+MICROSURFACING W/ 3% DIGOUTS |
| WEST ELM ST. | W.F. CURB HWY1 0+00 | W.EDGE PAVEMENT 10+30 | WELM | 001 | 1,030 | 43 | 44,290 | C | AC | 0 | 73 | 68 | 78 | \$71,787 | 6,987 | RUBBERIZED CHIP SEAL+MICROSURFACING W/ 3% DIGOUTS |
| Treatment Total | | | | | | | | | | | | | \$122,357 | | | |
| JEWETT ST. | S.F.SIDEWALK OAK ST.0+00 | END OF CULDESAC 5+36 | JEWETT | 001 | 536 | 39 | 20,904 | R | AC | 0 | 72 | 69 | 78 | \$28,338 | 8,626 | MICROSURFACING W/ CRACK SEAL AND 5% DIGOUTS |
| LIVINGSTON ST. | S.F.CURB OAK 0+00 | N.F.CURB WILLOW ST.6+17 | LIVING | 001 | 617 | 35 | 21,595 | R | AC/AC | 0 | 72 | 69 | 78 | \$29,275 | 8,747 | MICROSURFACING W/ CRACK SEAL AND 5% DIGOUTS |
| NORTH HARBOR DRIVE 001 | CITY LIMITS @GUARD RAIL 0+00 | E.F.CURB S. FRANKLIN 19+90 | NHARBO | 001 | 1,990 | 28 | 55,720 | R | AC | 0 | 72 | 69 | 78 | \$75,534 | 8,626 | MICROSURFACING W/ CRACK SEAL AND 5% DIGOUTS |
| Treatment Total | | | | | | | | | | | | | \$133,147 | | | |
| DENNISON LANE | S.EDGE OF PAVEMANT 0+00 | N.W.PROP LN. STANLEY 8+53 | DENNIS | 001 | 853 | 14 | 11,942 | R | AC | 0 | 46 | 41 | 100 | \$125,285 | 4,839 | THICK MILL AND OVERLAY |
| JOHN CIMOLINO WAY | STEWART ST | END | JOHNCIMO | 001 | 286 | 36 | 10,296 | R | AC | | 49 | 44 | 100 | \$108,017 | 4,769 | THICK MILL AND OVERLAY |
| N100E | E OAK ST | E ALDER ST | N100E | N100E1 | 413 | 16 | 6,608 | O | AC | | 6 | 0 | 100 | \$28,626 | 12,126 | THICK MILL AND OVERLAY |
| S202F | MAPLE ST | 105' N/O MAPLE ST | S202F | S202F1 | 105 | 14 | 1,470 | O | AC | | 1 | 0 | 100 | \$6,369 | 12,126 | THICK MILL AND OVERLAY |
| WALNUT ST. | GROVE ST | EAST END | WALNUT | 004 | 188 | 43 | 8,084 | R | AC/AC | 0 | 51 | 46 | 100 | \$84,811 | 4,710 | THICK MILL AND OVERLAY |
| WEST CYPRESS | WEST END | S MAIN ST | WCYPST | 001 | 165 | 50 | 8,250 | C | AC | 0 | 51 | 43 | 100 | \$109,406 | 4,431 | THICK MILL AND OVERLAY |
| Treatment Total | | | | | | | | | | | | | \$462,514 | | | |
| CHIEF CELERI DR | W OAK ST | W ALDER ST | CELERI | 001 | 475 | 15 | 7,125 | A | AC | | 4 | 0 | 100 | \$121,573 | 4,384 | 12" FDR W/ 4" HMA |
| Treatment Total | | | | | | | | | | | | | \$121,573 | | | |

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00%

Inflation: 3.00%

Printed: 1/28/2022

Scenario: 2021 S1: CITY'S EXISTING FUNDING (\$1.0M/YEAR)

Year: 2024

| Street Name | Begin Location | End Location | Street ID | Section ID | Length | Width | Area | FC | Surface Type | Area ID | Treatment | | | Cost | Rating | Treatment |
|-----------------------------|-------------------------|---------------|-----------|------------|--------|-------|--------|----|----------------|------------------------|-------------|------------------------|------------------|---------|------------|------------------|
| | | | | | | | | | | | Current PCI | PCI Before | PCI After | | | |
| S500D | WALNUT ST | E CHESTNUT ST | S500D | S500D1 | 614 | 16 | 9,824 | O | AC | | 94 | 89 | 95 | \$3,475 | 15,123 | SINGLE CHIP SEAL |
| | | | | | | | | | | | | Treatment Total | \$3,475 | | | |
| MAPLE ST. 001 | W.F.CURB S.LINCOLN 0+00 | S.HAROLD | MAPLE | 001A | 640 | 45 | 28,800 | C | AC/AC | 0 | 95 | 88 | 89 | \$5 | 30,729,948 | SEAL CRACKS |
| | | | | | | | | | | | | Treatment Total | \$5 | | | |
| Year 2024 Area Total | | | | | | | | | 417,231 | Year 2024 Total | | | \$989,216 | | | |

~~Year: 2025~~

| Street Name | Begin Location | End Location | Street ID | Section ID | Length | Width | Area | FC | Surface Type | Area ID | Treatment | | | Cost | Rating | Treatment |
|--------------------------------|--------------------------------------|---|-------------------|-------------------|------------------|---------------|-------------------|--------------|---------------|--------------|---------------|-----------------------------------|-----------------------------|----------------------|-------------------|--------------------------------------|
| | | | | | | | | | | | Current PCI | PCI Before | PCI After | | | |
| EAST ELM ST. | E.F.@ HWY1 0+00 | W.F. CURB N FRANKLIN ST 3+25 | EELM | 001 | 325 | 44 | 14,300 | C | AC | 0 | 75 | 68 | 100 | \$86,378 | 7,792 | AC OVERLAY 2 INCHES |
| MAPLE ST. 001 | S.HAROLD | ALLEY BETWN WHIPPLE HARRISON | MAPLE | 001B | 1,000 | 45 | 45,000 | C | AC | 0 | 69 | 61 | 100 | \$271,816 | 8,610 | AC OVERLAY 2 INCHES |
| | | | | | | | | | | | | Treatment Total | \$358,194 | | | |
| DELMAR DR | OCEAN VIEW DR | END SOUTH | DELM | 002 | 242 | 30 | 7,260 | R | AC | | 88 | 86 | 92 | \$4,849 | 17,716 | SLURRY SEAL W/ CRACK SEAL |
| EAST ALDER 002 | HAROLD | @HYDRANT END OF ST. 28+45 | EALDER | 002B | 1,261 | 43 | 54,223 | R | AC | 0 | 84 | 76 | 85 | \$36,209 | 17,498 | SLURRY SEAL W/ CRACK SEAL |
| EAST LAUREL ST. 001 | E.F. CURB HWY1 0+00 | W.F. CURB HARRISON ST 9+25 | ELAURE | 001 | 925 | 45 | 41,625 | C | AC | 0 | 87 | 81 | 88 | \$30,324 | 18,232 | SLURRY SEAL W/ CRACK SEAL |
| MAPLE ST. 005 | S. FRANKLIN | E.F. CURB HWY 4 | MAPLE | 005B | 400 | 49 | 19,600 | C | AC | 0 | 81 | 74 | 82 | \$14,279 | 17,032 | SLURRY SEAL W/ CRACK SEAL |
| SOUTH McPHERSON ST. | MAPLE | N.F. CURB CHESTNUT ST. | SMcPHE | 003 | 1,042 | 44 | 45,848 | C | AC | 0 | 90 | 84 | 91 | \$33,400 | 17,821 | SLURRY SEAL W/ CRACK SEAL |
| WEST PINE ST. | END SIDE WALK N.SIDE 0+00 | W.F. CURB HWY 1-2+58 | WPINE | 002 | 258 | 43 | 11,094 | C | AC | 0 | 80 | 73 | 81 | \$8,082 | 16,709 | SLURRY SEAL W/ CRACK SEAL |
| | | | | | | | | | | | | Treatment Total | \$127,143 | | | |
| EAST SPRUCE ST. | E.F. CURB HWY1 0+00 | CEMETARY GATE 5+07 | ESPRUC | 001 | 507 | 45 | 22,815 | R | AC | 0 | 49 | 42 | 100 | \$246,536 | 4,690 | THICK MILL AND OVERLAY |
| HAZEL ST. | E.F. CURB HWY1 0+00 | W.F. CURB S.FRANKLIN 3+40 | HAZEL | 001 | 340 | 32 | 10,880 | R | AC | 0 | 51 | 44 | 100 | \$117,568 | 4,636 | THICK MILL AND OVERLAY |
| N100H | E OAK ST | E ALDER ST | N100H | N100H1 | 414 | 16 | 6,624 | O | AC | | 2 | 0 | 100 | \$29,557 | 11,773 | THICK MILL AND OVERLAY |

** - Treatment from Project Selection

RESOLUTION NO. ____-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL PROGRAMMING STREET REHABILITATION PROJECT FOR LOCAL PARTNERSHIP PROGRAM FUNDING APPLICATION

WHEREAS, The Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Beall, Chapter 5, Statutes of 2017) created the Local Partnership Program (LPP) and continuously appropriates two hundred million dollars (\$200,000,000) annually to be allocated by the California Transportation Commission (Commission) to local transportation agencies; and

WHEREAS, those Cities with voter approved special street sales tax are eligible for a Formulaic Distribution; and

WHEREAS, the City of Fort Bragg is eligible to receive \$400,000 for eligible street construction projects during the two-year funding cycle between 2023 and 2025; and

WHEREAS, in order for a project to be considered committed it needs to be listed in an approved budget or resolution by the taxing authority; and

WHEREAS, the City used the 2021 Pavement Management Plan to develop the project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, applications are due to the California Transportation Commission on November 14, 2022; and

WHEREAS, the funding from SB 1 Local Partnership will help the City meet increasing street construction costs;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby identify the streets listed in attachment 3 for programming of Local Partnership Program Funds during the fiscal year 2024-25:

1. The proposed project treatments are eligible under the CTC Guidelines.
2. Match funding in the amount of 25% of the requested funds is available to ensure full project construction.
3. The foregoing recitals are true and correct.

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

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-533

Agenda Date: 10/24/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8E.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2022/23-03 and Authorizing the City Manager to Execute a Contract with AXON Enterprises, Inc. for Body-Worn Camera Video Equipment and Storage Services (Amount Not to Exceed \$87,031.29, Account No. 167-4215-0381)



AGENCY: City Council
MEETING DATE: October 24, 2022
DEPARTMENT: Police Department
PRESENTED BY: Neil Cervenka
EMAIL ADDRESS: ncervenka@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2022/23-03 and Authorizing the City Manager to Execute a Contract with AXON Enterprises, Inc. for Body-Worn Camera Video Equipment and Storage Services (Amount Not to Exceed \$87,031.29, Account No. 167-4216-0381)

ISSUE:

The City of Fort Bragg received a Department of Justice grant in 2017 to deploy body-worn cameras on all patrol officers. The City signed a five-year contract with AXON Enterprises Inc. for body-worn cameras and digital evidence storage. That contract expires in October 2022. A new contract is required to continue the body-worn camera program.

ANALYSIS:

Law enforcement body-worn camera programs are proven to significantly reduce use of force reports and citizen complaints. Incidents during which law enforcement are required to use force represent the greatest civil liability to law enforcement agencies and the City. The California Intergovernmental Risk Authority (CIRA), which represents the City of Fort Bragg, supports the continued use of body-worn cameras by our police officers as a risk management tool. Additionally, the use of body-worn cameras by police officers increases public confidence and transparency.

AXON Enterprises Inc. ("AXON") currently provides the Police Department's body-worn cameras and digital evidence storage. AXON is the only identified company that offers both of these services in a comprehensive package, and the Police Department has used their hardware and software for the last five years with no noted issues. Furthermore, the Police Department is very satisfied with AXON services. Continuing to utilize AXON eliminates the need for additional staff hours for re-training, and ensures there will be no disruption of the body-worn camera and digital evidence program.

The AXON Signal program adds a piece of equipment to each Officer and each patrol vehicle. This equipment automatically activates any body-worn camera within a certain range when an Officer draws their firearm from their holster or when they activate their patrol vehicle's emergency lights. Many critical incidents happen unexpectedly, and the AXON Signal ensures that Officers can focus on responding to the incident while their camera activates itself.

RECOMMENDED ACTION:

Adopt the Resolution approving the contract and amending the budget to fund the Police Department's body-worn camera program for the next five years and adding AXON Signal equipment to the program.

ALTERNATIVE ACTION(S):

Rejecting the Resolution will cause either a temporary or permanent end to the Police Department's body-worn camera program. If the resolution is rejected, the Police Department will continue seeking other funding sources to maintain the body-worn camera program.

FISCAL IMPACT:

The first year's payment for the body-worn camera program of \$19,077.22 was not included in the Police Department's FY 22/23 budget. To offset the unexpected expenditure, the Police Department is requesting to utilize Asset Forfeiture funds for the first year, with subsequent years to be addressed in the next budget review.

The Police Department identified a grant opening in December through the Bureau of Justice Assistance. Preliminary correspondence with that grant authority indicated that the City of Fort Bragg is eligible for the grant and that costs associated with the body-worn camera program could be reimbursed back to January 1, 2022. If this grant is awarded to the City, a portion of the funds spent in FY 2021/22 may also be reimbursed.

The AXON Signal program represents a one-time cost of \$9,910.03. The Police Department is requesting that this unexpected cost also be funded through Asset Forfeiture. The Police Department has identified \$7,000 in grant funds through CIRA that can hopefully be applied to this cost.

GREENHOUSE GAS EMISSIONS IMPACT:

None identified.

CONSISTENCY:

One of the Fort Bragg Police Department's goals is to continue to increase public confidence while enhancing transparency in how we interact with the public. Continuing the body-worn camera program is consistent with both of these goals.

IMPLEMENTATION/TIMEFRAMES:

Adopting this Resolution will ensure that the current body-worn camera video program continues uninterrupted. The AXON Signal equipment is expected to be installed in all patrol vehicles and on all Officers by the end of 2022. The contract renewal ensures uninterrupted service from AXON for five years until October of 2027.

ATTACHMENTS:

1. Resolution Approving Budget Amendment and Authorizing Contract
2. Exhibit A - AXON Quote for Services

3. Exhibit B - AXON Contract: Master Services and Purchasing Agreement between Axon and Agency
4. Exhibit C - Budget Amendment

NOTIFICATION:

Daniel Birt, Axon Enterprise, Inc.

RESOLUTION NO. ____-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2022/23-03 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY-WORN CAMERA VIDEO EQUIPMENT AND STORAGE SERVICES (AMOUNT NOT TO EXCEED \$87,031.29, ACCOUNT 167-4215-0381)

WHEREAS, in 2017, the Fort Bragg Police Department received a grant from the United States Department of Justice in order to be one of the first law enforcement agencies in Mendocino County to deploy body-worn cameras on all law enforcement officers; and

WHEREAS, the initial grant covered the costs of both equipment and data storage services for five years; and

WHEREAS, police body-worn cameras reduce civil liability to the City of Fort Bragg and the Officers that wear them; and

WHEREAS, body-worn cameras enhance police transparency and public trust in law enforcement; and

WHEREAS, the addition of the AXON Signal ensures that our Officers' cameras are automatically activated during critical incidents, including when an Officer draws their firearm or activates the emergency lighting in their patrol vehicle; and

WHEREAS, the current contract with AXON Enterprises, Inc. ("AXON") expires at the end of October 2022; and

WHEREAS, the City received a cost proposal from AXON attached hereto as Exhibit A and proposed contract attached hereto as Exhibit B; and

WHEREAS, the cost of sixteen body-worn cameras and the associated software and hardware for five years costs \$19,0777.22 for the first year and \$14,511.01 for the next four years; and

WHEREAS, adding AXON Signal equipment to both the Officer's person and vehicle represents a one-time cost of \$9,910.03; and,

WHEREAS, AXON Enterprises, Inc. was the only company identified who provided both the body-worn camera and digital evidence storage services needed by the Fort Bragg Police Department; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.040, contracts in excess of \$25,000 require City Council approval; and

WHEREAS, there are available funds in the Asset Forfeiture fund (Account 167-4215-0381) to cover this purchase, the available balance in the Asset Forfeiture State-General Account is \$140,457; and

WHEREAS, the budget amendment to re-appropriate the funds in the current fiscal year is identified in Exhibit C attached hereto; and

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

1. The adjustments to the FY 2022-23 Budget have been identified and are necessary, as shown in Exhibit C.
2. There are sufficient funds available in this Asset Forfeiture fund to cover this purchase.
3. AXON has demonstrated they possess the necessary experience and propensity to provide the service.
5. The foregoing recitals are true and correct and are made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment 2022/23-03, including approving a contract agreement with AXON Enterprises, Inc., and authorizing the City Manager to execute the same upon execution by Contractor (Amount Not to Exceed \$87,031.29 Account 167-4215-0381).

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

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

EXHIBIT A



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-394788-44838.875DB

Issued: 10/04/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 11/01/2022

Account Number: 112203

Payment Terms: N30

Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|--|--|
| Business;Delivery;Invoice-250 Cypress St 250 Cypress St Fort Bragg, CA 95437-5437 USA | Fort Bragg Police Dept. - CA 250 Cypress St Fort Bragg, CA 95437-5437 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Kevin Milne Phone: Email: kmilne@axon.com Fax: | Jonathan McLaughlin Phone: (707) 961-2808 Email: jmclaughlin@fortbragg.com Fax: |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 60 Months |
| TOTAL COST | \$73,784.00 |
| ESTIMATED TOTAL W/ TAX | \$77,121.26 |

Discount Summary

| | |
|--------------------------|--------------------|
| Average Savings Per Year | \$4,178.64 |
| TOTAL SAVINGS | \$20,893.20 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|-------------------|--------------------|
| Oct 2022 | \$18,112.00 | \$965.22 | \$19,077.22 |
| Oct 2023 | \$13,918.00 | \$593.01 | \$14,511.01 |
| Oct 2024 | \$13,918.00 | \$593.01 | \$14,511.01 |
| Oct 2025 | \$13,918.00 | \$593.01 | \$14,511.01 |
| Oct 2026 | \$13,918.00 | \$593.01 | \$14,511.01 |
| Total | \$73,784.00 | \$3,337.26 | \$77,121.26 |

| | |
|------------------------|-------------|
| Quote Unbundled Price: | \$94,677.20 |
| Quote List Price: | \$80,774.00 |
| Quote Subtotal: | \$73,784.00 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|------------|------------|--------------------|-------------------|--------------------|
| Program | | | | | | | | | |
| BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 2 | 60 | \$74.80 | \$29.50 | \$29.50 | \$3,540.00 | \$314.15 | \$3,854.15 |
| BWCamTAP | Body Worn Camera TAP Bundle | 16 | 60 | \$36.82 | \$28.00 | \$28.00 | \$26,880.00 | \$2,385.55 | \$29,265.55 |
| A la Carte Hardware | | | | | | | | | |
| AB3C | AB3 Camera Bundle | 10 | | | \$699.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| AB3C | AB3 Camera Bundle | 6 | | | \$699.00 | \$699.00 | \$4,194.00 | \$372.21 | \$4,566.21 |
| AB3MBD | AB3 Multi Bay Dock Bundle | 2 | | | \$1,495.00 | \$1,495.00 | \$2,990.00 | \$265.35 | \$3,255.35 |
| A la Carte Software | | | | | | | | | |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | 60 | | \$0.40 | \$0.40 | \$14,400.00 | \$0.00 | \$14,400.00 |
| BasicLicense | Basic License Bundle | 19 | 60 | | \$15.00 | \$15.00 | \$17,100.00 | \$0.00 | \$17,100.00 |
| ProLicense | Pro License Bundle | 2 | 60 | | \$39.00 | \$39.00 | \$4,680.00 | \$0.00 | \$4,680.00 |
| Total | | | | | | | \$73,784.00 | \$3,337.26 | \$77,121.26 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|--|-------|---|-----|-------------------------|
| AB3 Camera Bundle | 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 11 | 10/01/2022 |
| AB3 Camera Bundle | 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 7 | 10/01/2022 |
| AB3 Camera Bundle | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | 11 | 10/01/2022 |
| AB3 Camera Bundle | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | 7 | 10/01/2022 |
| AB3 Camera Bundle | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK | 10 | 10/01/2022 |
| AB3 Camera Bundle | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK | 6 | 10/01/2022 |
| AB3 Multi Bay Dock Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 2 | 10/01/2022 |
| AB3 Multi Bay Dock Bundle | 74210 | AXON BODY 3 - 8 BAY DOCK | 2 | 10/01/2022 |
| Body Worn Camera Multi-Bay Dock TAP Bundle | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | 2 | 04/01/2025 |
| Body Worn Camera TAP Bundle | 73309 | AXON CAMERA REFRESH ONE | 16 | 04/01/2025 |
| Body Worn Camera Multi-Bay Dock TAP Bundle | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | 2 | 10/01/2027 |
| Body Worn Camera TAP Bundle | 73310 | AXON CAMERA REFRESH TWO | 16 | 10/01/2027 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|----------------------|-------|---------------------------------------|-----|----------------------|--------------------|
| Basic License Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 19 | 11/01/2022 | 10/31/2027 |
| Basic License Bundle | 73840 | EVIDENCE.COM BASIC LICENSE | 19 | 11/01/2022 | 10/31/2027 |
| Pro License Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 6 | 11/01/2022 | 10/31/2027 |
| Pro License Bundle | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 2 | 11/01/2022 | 10/31/2027 |
| A la Carte | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | 11/01/2022 | 10/31/2027 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--|-------|------------------------------------|-----|----------------------|--------------------|
| Body Worn Camera Multi-Bay Dock TAP Bundle | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 2 | 11/01/2022 | 10/31/2027 |
| Body Worn Camera TAP Bundle | 80464 | EXT WARRANTY, CAMERA (TAP) | 16 | 11/01/2022 | 10/31/2027 |

Payment Details

| Oct 2022 | | | | | | |
|---------------------|--------------|--|------------|--------------------|-----------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | \$2,880.00 | \$0.00 | \$2,880.00 |
| Year 1 | AB3C | AB3 Camera Bundle | 10 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | AB3C | AB3 Camera Bundle | 6 | \$4,194.00 | \$372.21 | \$4,566.21 |
| Year 1 | AB3MBD | AB3 Multi Bay Dock Bundle | 2 | \$598.00 | \$53.07 | \$651.07 |
| Year 1 | BasicLicense | Basic License Bundle | 19 | \$3,420.00 | \$0.00 | \$3,420.00 |
| Year 1 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 2 | \$708.00 | \$62.83 | \$770.83 |
| Year 1 | BWCamTAP | Body Worn Camera TAP Bundle | 16 | \$5,376.00 | \$477.11 | \$5,853.11 |
| Year 1 | ProLicense | Pro License Bundle | 2 | \$936.00 | \$0.00 | \$936.00 |
| Total | | | | \$18,112.00 | \$965.22 | \$19,077.22 |

| Oct 2023 | | | | | | |
|---------------------|--------------|--|------------|--------------------|-----------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | \$2,880.00 | \$0.00 | \$2,880.00 |
| Year 2 | AB3MBD | AB3 Multi Bay Dock Bundle | 2 | \$598.00 | \$53.07 | \$651.07 |
| Year 2 | BasicLicense | Basic License Bundle | 19 | \$3,420.00 | \$0.00 | \$3,420.00 |
| Year 2 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 2 | \$708.00 | \$62.83 | \$770.83 |
| Year 2 | BWCamTAP | Body Worn Camera TAP Bundle | 16 | \$5,376.00 | \$477.11 | \$5,853.11 |
| Year 2 | ProLicense | Pro License Bundle | 2 | \$936.00 | \$0.00 | \$936.00 |
| Total | | | | \$13,918.00 | \$593.01 | \$14,511.01 |

| Oct 2024 | | | | | | |
|---------------------|--------------|--|------------|--------------------|-----------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 3 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | \$2,880.00 | \$0.00 | \$2,880.00 |
| Year 3 | AB3MBD | AB3 Multi Bay Dock Bundle | 2 | \$598.00 | \$53.07 | \$651.07 |
| Year 3 | BasicLicense | Basic License Bundle | 19 | \$3,420.00 | \$0.00 | \$3,420.00 |
| Year 3 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 2 | \$708.00 | \$62.83 | \$770.83 |
| Year 3 | BWCamTAP | Body Worn Camera TAP Bundle | 16 | \$5,376.00 | \$477.11 | \$5,853.11 |
| Year 3 | ProLicense | Pro License Bundle | 2 | \$936.00 | \$0.00 | \$936.00 |
| Total | | | | \$13,918.00 | \$593.01 | \$14,511.01 |

| Oct 2025 | | | | | | |
|---------------------|--------------|--|------------|--------------------|-----------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 4 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | \$2,880.00 | \$0.00 | \$2,880.00 |
| Year 4 | AB3MBD | AB3 Multi Bay Dock Bundle | 2 | \$598.00 | \$53.07 | \$651.07 |
| Year 4 | BasicLicense | Basic License Bundle | 19 | \$3,420.00 | \$0.00 | \$3,420.00 |
| Year 4 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 2 | \$708.00 | \$62.83 | \$770.83 |
| Year 4 | BWCamTAP | Body Worn Camera TAP Bundle | 16 | \$5,376.00 | \$477.11 | \$5,853.11 |
| Year 4 | ProLicense | Pro License Bundle | 2 | \$936.00 | \$0.00 | \$936.00 |
| Total | | | | \$13,918.00 | \$593.01 | \$14,511.01 |

Oct 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--------------|--|------------|--------------------|-----------------|--------------------|
| Year 5 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 600 | \$2,880.00 | \$0.00 | \$2,880.00 |
| Year 5 | AB3MBD | AB3 Multi Bay Dock Bundle | 2 | \$598.00 | \$53.07 | \$651.07 |
| Year 5 | BasicLicense | Basic License Bundle | 19 | \$3,420.00 | \$0.00 | \$3,420.00 |
| Year 5 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 2 | \$708.00 | \$62.83 | \$770.83 |
| Year 5 | BWCamTAP | Body Worn Camera TAP Bundle | 16 | \$5,376.00 | \$477.11 | \$5,853.11 |
| Year 5 | ProLicense | Pro License Bundle | 2 | \$936.00 | \$0.00 | \$936.00 |
| Total | | | | \$13,918.00 | \$593.01 | \$14,511.01 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00013967 (originated via Q-128559) from 11/1/2017 - 10/31/2022 and is terminating this contract effective 10/31/22. Termination of aforementioned contract(s) will be accepted when an executed copy of this agreement is received.

Signature

Date Signed

10/4/2022





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-426877-44838.873DB

Issued: 10/04/2022

Quote Expiration: 10/18/2022

Estimated Contract Start Date: 12/01/2022

Account Number: 112203

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|--|--|
| Business;Delivery;Invoice-250 Cypress St 250 Cypress St Fort Bragg, CA 95437-5437 USA | Fort Bragg Police Dept. - CA 250 Cypress St Fort Bragg, CA 95437-5437 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|
| Daniel Birt Phone: Email: dbirt@axon.com Fax: | Thomas O'Neal Phone: (707) 813-0520 Email: toneal@fortbragg.com Fax: |

Quote Summary

| | |
|-------------------------------|-------------------|
| Program Length | 12 Months |
| TOTAL COST | \$9,306.00 |
| ESTIMATED TOTAL W/ TAX | \$9,910.03 |

Discount Summary

| | |
|--------------------------|---------------|
| Average Savings Per Year | \$0.00 |
| TOTAL SAVINGS | \$0.00 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|-------------------|-----------------|-------------------|
| Nov 2022 | \$6,806.00 | \$604.03 | \$7,410.03 |
| Dec 2022 | \$2,500.00 | \$0.00 | \$2,500.00 |
| Total | \$9,306.00 | \$604.03 | \$9,910.03 |

| | |
|------------------------|------------|
| Quote Unbundled Price: | \$9,306.00 |
| Quote List Price: | \$9,306.00 |
| Quote Subtotal: | \$9,306.00 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|------------|-----------|-------------------|-----------------|-------------------|
| A la Carte Hardware | | | | | | | | | |
| 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK | 32 | | | \$1.00 | \$1.00 | \$32.00 | \$2.84 | \$34.84 |
| 75015 | SIGNAL SIDEARM KIT | 16 | | | \$249.00 | \$249.00 | \$3,984.00 | \$353.58 | \$4,337.58 |
| 70112 | AXON SIGNAL UNIT | 10 | | | \$279.00 | \$279.00 | \$2,790.00 | \$247.61 | \$3,037.61 |
| A la Carte Services | | | | | | | | | |
| 80129 | SIGNAL, ROUTER, OR RADAR ONLY INSTALLATION (PER VEHICLE) | 10 | | | \$250.00 | \$250.00 | \$2,500.00 | \$0.00 | \$2,500.00 |
| Total | | | | | | | \$9,306.00 | \$604.03 | \$9,910.03 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|------------|-------|---|-----|-------------------------|
| A la Carte | 70112 | AXON SIGNAL UNIT | 10 | 11/01/2022 |
| A la Carte | 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK | 32 | 11/01/2022 |
| A la Carte | 75015 | SIGNAL SIDEARM KIT | 16 | 11/01/2022 |

Services

| Bundle | Item | Description | QTY |
|------------|-------|--|-----|
| A la Carte | 80129 | SIGNAL, ROUTER, OR RADAR ONLY INSTALLATION (PER VEHICLE) | 10 |

Payment Details

| Nov 2022 | | | | | | |
|--------------------------|-------------|---|------------|-------------------|-----------------|-------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Invoice Upon Fulfillment | 70112 | AXON SIGNAL UNIT | 10 | \$2,790.00 | \$247.61 | \$3,037.61 |
| Invoice Upon Fulfillment | 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK | 32 | \$32.00 | \$2.84 | \$34.84 |
| Invoice Upon Fulfillment | 75015 | SIGNAL SIDEARM KIT | 16 | \$3,984.00 | \$353.58 | \$4,337.58 |
| Total | | | | \$6,806.00 | \$604.03 | \$7,410.03 |

| Dec 2022 | | | | | | |
|--------------------------|-------------|--|------------|-------------------|---------------|-------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Invoice Upon Fulfillment | 80129 | SIGNAL, ROUTER, OR RADAR ONLY INSTALLATION (PER VEHICLE) | 10 | \$2,500.00 | \$0.00 | \$2,500.00 |
| Total | | | | \$2,500.00 | \$0.00 | \$2,500.00 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/4/2022



**Master Services and Purchasing Agreement between Axon and Agency (Online)**

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. Payment. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.**4. Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.**5. Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.**6. Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.**7. Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided “AS IS,” without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s warranty and are only subject to the warranties of the third-party provider or manufacturer.**

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

Department: Legal

Version: 3.0

Release Date: 8/31/2022

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **“Non-Content Data”** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.



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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing Axon Full Service options: System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, and Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row detailing Axon Starter options: System set up and configuration (Remote Support).



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| <ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access |
| /Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks |
| Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations |
| End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync |
| Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

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| System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included |
| Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout |
| Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included |
| System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency |
| TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence. |
| Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included. |

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

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| Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models. |
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

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| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

- 8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency’s TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. TASER Upgrade. If Agency purchases Axon's 10-year certification program for Axon’s latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon’s RMA process.
4. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer’s warranty plus the 4-year extended term.
5. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 7 Subscription. Rows: Less than 100 officers (30 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 6. TASER 7 Subscription Term. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. Termination. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency’s TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, “Axon Fleet”) as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency’s representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server (“WOS”). “Use” means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS (“WOS Updates”) available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency’s store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, “Axon Vehicle Software”). “Use” means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency’s vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware (“**Axon Fleet Upgrade**”) as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency’s Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time (“**API Update**”). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency’s API Client required as a result of such API Update. API Updates may adversely affect how Agency’s API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **“Axon Digital Evidence Management System”** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **“Active Channel”** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **“Inactive Channel”** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**“Channel Services SOW”**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
7. **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence (“**Migration**”). Before Migration, Agency and Axon will work together to develop a Statement of Work (“**Migration SOW**”) to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency’s request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon’s resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon’s Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days’ notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency’s use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of Migration.



Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

- 1. Axon Support Engineer Payment. Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. Full-Time ASE Scope of Services.
2.1. A Full-Time ASE will work on-site four (4) days per week.
2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
2.4. The Full-Time ASE Service options are listed below:

Table with 5 rows of service options: Ongoing System Set-up and Configuration, Account Maintenance, Data Analysis, Direct Support, and Agency Advocacy, each with a list of specific tasks.

- 3. Regional ASE Scope of Services
3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
3.4. The Regional ASE service options are listed below:



Account Maintenance

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly conference calls to cover current issues and program status
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities
Comparing an Agency's Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up to 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



Master Services and Purchasing Agreement for Agency

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **“My90”** means Axon’s proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **“Recipient Contact Information”** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **“Customer Data”** means
 - 1.3.1. “My90 Customer Content” which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. “My90 Non-Content Data” which means data, configuration, and usage information about Customer’s My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. “Survey Response” which means survey recipients response to My90 Survey.
- 1.4. **“My90 Data”** means
 - 1.4.1. “My90 Survey” which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. “Aggregated Survey Response” which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **“Processing”** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **“Sensitive Personal Data”** means Personal Data that reveals an individual’s health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon’s Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents’ IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon’s business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy> . Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if



account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch (“CAD”). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test (“Data Dashboard”) where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



City of Fort Bragg

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

Text File

File Number: 22-549

Agenda Date: 10/24/2022

Version: 1

Status: Closed Session

In Control: City Council

File Type: Report

Agenda Number: 9A.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8); Property: 30900 W. State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437; Agency Negotiator: John Smith; Negotiating Parties: Mendocino Coast Recreation and Park District; Under negotiation: Price and Terms



City of Fort Bragg

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Text File

File Number: 22-548

Agenda Date: 10/24/2022

Version: 1

Status: Closed Session

In Control: City Council

File Type: Report

Agenda Number: 9B.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9; Name of Case: City of Fort Bragg vs. Mendocino Railway and Does 1-10, Case No.: 21CV00850, Superior Court of the State of California, County of Mendocino



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 22-546

Agenda Date: 10/24/2022

Version: 1

Status: Closed Session

In Control: City Council

File Type: Report

Agenda Number: 9C.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Gov. Code Section 54956.9: Three (3) Cases