



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, November 14, 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: Nov 14, 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/81386493684>

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

Webinar ID: 813 8649 3684

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

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

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

TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a

particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [22-459](#)** Adopt City Council Resolution Approving Second Amendment to Professional Services Agreement with Regional Government Services (RGS) for Classification and Compensation Study Increasing Contract Amount by \$6,500 for a Total Not to Exceed Amount of \$41,400 (Account No. 110-4130-0319), Authorizing City Manager to Execute Same, and Approving Budget Amendment 2022/23-06

Attachments: [RESO RGS Salary Survey Budget Amendment](#)

[RESO Exhibit A](#)

[RGS Class & Comp 2nd Amd](#)

- 5B. [22-544](#)** Adopt City Council Resolution Approving the Transfer of Code Enforcement from the Community Development Department to the Police Department and Creating an Additional Code Enforcement Officer Position; Creating a Community Development Department Planning Technician Position; Confirming Pay Rates/Ranges for All City of Fort Bragg Established Classifications; and Approving Budget Amendment 2022/23-08

Attachments: [RESO Code Enforcement & Planning Changes](#)

[Exhibit A - Compensation Schedule](#)

[Exhibit B - Budget Amendment](#)

- 5C. [22-553](#)** Adopt City Council Resolution Amending the Written Policy for Expense Reimbursement for City Officials Pursuant to AB 1234

Attachments: [RESO Expense Reimbursement](#)
[RESO Expense Reimbursement Ex A](#)
[Expense Reimbursement Policy - Redline](#)
[Public Comment 5C](#)

- 5D. [22-563](#) Approve Scope of Work for a Request for Proposals to Secure Professional Services for Broadband Infrastructure Network Design and Engineering

Attachments: [Scope of Work - Broadband Engineering RFP](#)
[2021 Fort Bragg Digital Infrastructure Project](#)

- 5E. [22-577](#) Adopt City Council Resolution Approving Contract with Mendocino County Department of Social Services to Operate the Extreme Winter Shelter from November 15, 2022 to April 30, 2023

Attachments: [RESO Winter Shelter](#)
[Contract Extreme Weather Shelter](#)

- 5F. [22-555](#) 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](#)

- 5G. [22-556](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5H. [22-554](#) Approve Minutes of October 24, 2022

Attachments: [CCM2022-10-24](#)

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. [22-561](#) Receive Report and Approve Strategy to Implement the Recommendations from the Citizens Commission

Attachments: [11142022 Citizens Commission Staff Report](#)
[Name Change 11142022 powerpoint](#)

- 8B. [22-559](#) Receive Report, Take Public Comment, and Consider Adoption of City Council Resolution Approving Application for Funding and Execution of Agreement and Any Amendments Thereto from the 2022 Notice of Funding Availability for the Permanent Local Housing Allocation (PLHA) Formula Component Grant

Program and Adopting the PLHA Plan

Attachments: [11142022 PLHA Staff Report](#)

[Att 1 - RESO PLHA Application Approval & Plan Adoption](#)

[Att 2 - Exhibit A - HCD PLHA Resolution Template](#)

[Att 3 - Exhibit B - PLHA 5-Year Plan](#)

[Att 4 - Public Review Notice 11.04.2022](#)

- 8C. [22-558](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-07 and Awarding Professional Services Agreement to Lechowicz & Tseng for the Preparation of an Impact Fee Nexus Study and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$59,985; Account No. 610-4612-0319 & 710-4712-0319)

Attachments: [11142022 Impact Fee Study PSA](#)

[Att 1 - RESO PSA Impact Fee Nexus Study](#)

[Att 2 - RFP Response List - Impact Fee Study](#)

[Att 3 - Lechowicz & Tseng Contract](#)

[Att 4 - Budget Amendment](#)

- 8D. [22-550](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-05 and Authorizing City Manager to Execute Authorization for Additional Services for the Design of the Raw Water Line Replacement Project, City Project 2019-02, Increasing the Scope of the Design Contract with Coleman Engineering to include Pump Station Design and Bid and Construction Services in an Amount Not to Exceed \$109,734 (Account 651-6007-0310)

Attachments: [11142022 Raw Water Line Staff Report](#)

[Att 1 - Project Map](#)

[Att 2 - RESO Coleman Engineering Contract Amendment](#)

[Att 3 - Authorization for Additional Services #3](#)

[Att 4 - Budget Amendment \(Ex A to RESO\)](#)

- 8E. [22-551](#) Receive Report and Consider Adoption of City Council Resolution Rescinding the City of Fort Bragg's Stage 2 Water Warning Declaration and All Water Restrictions

Attachments: [11142022 Rescinding Water Conservation Requirements](#)

[Att 1 - RESO Rescind Stage 2 Water Warning](#)

9. CLOSED SESSION

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, NOVEMBER 28, 2022**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on November 9, 2022.

June Lemos, MMC
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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

File Number: 22-459

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Approving Second Amendment to Professional Services Agreement with Regional Government Services (RGS) for Classification and Compensation Study Increasing Contract Amount by \$6,500 for a Total Not to Exceed Amount of \$41,400 (Account No. 110-4130-0319), Authorizing City Manager to Execute Same, and Approving Budget Amendment 2022/23-06

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING A SECOND CONTRACT AMENDMENT WITH REGIONAL
GOVERNMENT SERVICES (RGS) TO COMPLETE THE
CLASSIFICATION AND COMPENSATION STUDY AND AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT (TOTAL
AMOUNT NOT TO EXCEED \$41,400; ACCOUNT NO. 110-4130-0319)
AND APPROVING BUDGET AMENDMENT NO. 2022/23-06**

WHEREAS, on November 22, 2021, the Fort Bragg City Council approved a contract with Regional Government Services (RGS) in an amount not to exceed \$34,900 for a Classification and Compensation Study of non-law enforcement City positions, excluding the City Manager; and

WHEREAS, the City Manager and RGS have agreed to revise the Scope of Work to permit further analysis for staff positions which have inadequate data from comparable cities; and

WHEREAS, an additional budget amount not to exceed \$6,500 is necessary for RGS to conduct further analysis, but the Agreement shall not exceed \$41,400; and

WHEREAS, the additional \$6,500 in compensation is approximately 18.62% of the total contract and per Fort Bragg Municipal Code Section 3.20.060, the City Manager's signing authority for change orders may not exceed 10% of the approved contract; and

WHEREAS, the parties desire to extend the completion date of the project and termination date of the contract to January 31, 2023 and April 30, 2023 respectively; and

WHEREAS, the remaining balance of the original RGS contract amount of \$13,935 was not carried forward at the end of FY 2020/21, which requires an additional budget amendment line item, bringing the total budget amendment amount to \$20,435, for a total RGS contract amount not to exceed \$41,400; and

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

1. The adjustments to the FY 2022-23 budget, as shown in Exhibit A, are necessary to cover the costs of the revised Scope of Work for the Study.
2. There are sufficient funds to fund the allocation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2022-23 budget to incorporate the changes enumerated in Exhibit A, and authorize the City Manager to execute a second amendment to the contract with RGS as set forth above, in an amount not to exceed \$41,400.

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 14th day of November, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH
REGIONAL GOVERNMENT SERVICES**

THIS SECOND AMENDMENT is made and entered into this ___ day of November, 2022, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and REGIONAL GOVERNMENT SERVICES, a California Joint Powers Authority, PO Box 1350, Carmel Valley, CA 93924 (“Consultant”).

WHEREAS, the City and Consultant entered into a Professional Services Agreement (“Contract”) on December 2, 2021 in the amount of \$34,900.00; and

WHEREAS, the Contract states that Consultant will perform a citywide classification and compensation study as described in Consultant’s Scope of Work attached to the Contract as Exhibit A; and

WHEREAS, on June 13, 2022, the City and Consultant entered into a First Amendment to the Contract to extend the time of performance and term of the Contract; and

WHEREAS, the parties desire to amend the Contract to modify the Scope of Work to add additional project tasks, as set forth in Exhibit A attached hereto;

WHEREAS, the cost of the additional work described in Exhibit A is \$6,500.00, bringing the total sum of the project Not to Exceed \$41,400.00; and

WHEREAS, the additional \$6,500.00 in compensation is approximately 18.62% of the total contract; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.060, the City Manager’s signing authority for change orders may not exceed 10% of the approved contract; and

WHEREAS, the parties desire to extend the completion date of the project and termination date of the contract to January 31, 2023 and April 30, 2023 respectively; and

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

1. SERVICES PROVIDED BY CONSULTANT

Paragraph 1.1 (Scope of Work) is hereby amended to add the additional professional services described in **Exhibit A** attached hereto.

2. COMPENSATION AND BILLING

Paragraph 2.1 (Compensation) is hereby amended to state that Consultant’s total compensation shall not exceed **Forty-one Thousand Four Hundred Dollars (\$41,400.00)**.

3. TIME OF PERFORMANCE

Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to extend the time of completion of the project to **January 31, 2023**.

4. TERM AND TERMINATION

Paragraph 4.1 (Term) is hereby amended to extend the expiration date of the Contract to **April 30, 2023**.

5. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated December 2, 2021, is hereby reaffirmed.

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

CITY

CONSULTANT

By: _____
Peggy Ducey
Its: City Manager

By: _____
Richard H. Averett
Its: Executive Director

ATTEST:

APPROVED AS TO FORM:

By: _____
June Lemos, MMC
City Clerk

By: _____
Jordyn Bishop
Counsel for Consultant RGS

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

ADDITIONAL SCOPE OF WORK FOR CLASSIFICATION AND COMPENSATION STUDY

Classification and Compensation Study	Additional Costs
Conduct a secondary class study for Human Resources Analyst classification	\$600
Complete the collection of data, analyze market data, and conduct internal alignment analysis of non-benchmark classes and those without sufficient market data.	\$1,700
Prepare job descriptions for one complete class series, and create template job descriptions.	\$1,300
Develop draft and final classification and compensation study report.	\$1,600
Presentations of findings and recommendations to the Classification & Compensation Committee, City Council, and other designated groups.	\$1,300
ESTIMATED NTE AMENDMENT:	\$6,500

A handwritten signature in cursive script that reads 'Patty Howard'.

Patty Howard
Lead Advisor, Classification and Compensation
REGIONAL GOVERNMENT SERVICES



City of Fort Bragg

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Text File

File Number: 22-544

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Approving the Transfer of Code Enforcement from the Community Development Department to the Police Department and Creating an Additional Code Enforcement Officer Position; Creating a Community Development Department Planning Technician Position; Confirming Pay Rates/Ranges for All City of Fort Bragg Established Classifications; and Approving Budget Amendment 2022/23-08

Adoption of this resolution authorizes the Code Enforcement Division to move from Community Development Department to the Police Department, authorizes an additional Code Enforcement Officer position within the Police Department, authorizes a Planning Technician position within the Community Development Department, and increases the monthly City Council compensation as per Ordinance 983-2022. Approval of Budget Amendment 2022/23-08 authorizes funding of these various changes.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE TRANSFER OF CODE ENFORCEMENT FROM THE
COMMUNITY DEVELOPMENT DEPARTMENT TO THE POLICE
DEPARTMENT; CREATING AN ADDITIONAL CODE ENFORCEMENT
OFFICER POSITION; CREATING A COMMUNITY DEVELOPMENT
DEPARTMENT PLANNING TECHNICIAN POSITION; AND APPROVING
BUDGET AMENDMENT 2022/23-08**

WHEREAS, the City's Community Development Department (CDD) currently oversees Code Enforcement and has one Code Enforcement Officer; and

WHEREAS, the City wishes to provide more targeted code enforcement oversight to reduce blight within the City of Fort Bragg; and

WHEREAS, the City wishes to reevaluate its organizational structure to provide better service to the community by moving the Code Enforcement function from the Community Development Department to the Police Department; and

WHEREAS, the City wishes to add one additional full-time Code Enforcement Officer, a non-exempt, Fort Bragg Employee Organization (FBEO) classification within the Police Department; and

WHEREAS, the City undertook an Assistant Planner recruitment in March 2022 and elected not to fill the position at that time to achieve cost savings; and

WHEREAS, because an Assistant Planner was not hired, the Community Development Department (CDD) has an unfilled Assistant Planner position that the City wishes to fill at this time by promoting the current CDD Administrative Assistant to Assistant Planner, a full-time, non-exempt, FBEO classification, thereby eliminating the additional cost and staff time to conduct a new recruitment for an Assistant Planner; and

WHEREAS, the promotion creates a vacancy in the Administrative Assistant – CDD classification; and

WHEREAS, the City wishes to fill the Administrative Assistant – CDD vacancy by creating an entry level, full-time, non-exempt, Planning Technician classification in Community Development Department, which establishes a career trajectory for future recruitment and retention efforts; and

WHEREAS, the Planning Technician classification is part of the Fort Bragg Employee Organization bargaining unit; and

WHEREAS, the Planning Technician compensation schedule matches the Administrative Assistant – CDD compensation schedule; and

WHEREAS, in light of CDD currently having qualified personnel, the City wishes to avoid the additional staff time and monetary costs of conducting another recruitment; and

WHEREAS, on November 10, 2022, Ordinance 983-2022 became effective, increasing the City Councilmember compensation to \$510 per month as of the date of certification of the November 8, 2022 election results, which requires a budget adjustment to provide for the increased Council salaries; and

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 and attached hereto as Exhibit A; and

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

1. Moving Code Enforcement from the Community Development Department to the Police Department and the allocation of an additional Code Enforcement Officer better serves the community and provides an improved organizational structure; and
2. The addition of one full-time Planning Technician position within the Community Development Department provides better organization for that department and minimizes recruitment time and costs; and
3. The increased City Council compensation from \$300 to \$510 per month was codified by adoption of Ordinance 983-2022 which becomes effective the first pay period after the new City Councilmembers are sworn in on December 12, 2022; and
4. The authorization of a \$70,182 net budget amendment is needed to appropriate funds in the current fiscal year as identified in Exhibit B attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the transfer of Code Enforcement from the Community Development Department to the Police Department; add one Code Enforcement Officer to the Police Department; add one full-time Planning Technician classification to the Community Development Department; and approve Budget Amendment 2022/23-08 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 November 14, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.31.2022 Add Planning Technician classification

City Council compensation is effective on 12/12/2022

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 10.31.2022 Add Planning Technician classification

City Council compensation is effective on 12/12/2022

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				235.38				
Monthly				510.00				
Annual				6,120.00	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 10.31.2022 Add Planning Technician classification

City Council compensation is effective on 12/12/2022

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 10.31.2022 Add Planning Technician classification

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Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I - Janitor (FBEO)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1664.00	1747.20	1834.40	1926.40	2022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Maintenance Worker II (FBEO)								
Hourly				23.64	24.82	26.06	27.36	28.73
Bi-Weekly				1,891.20	1,985.60	2,084.80	2,188.80	2,298.40
Monthly				4,097.60	4,302.13	4,517.07	4,742.40	4,979.87
Annual				49,171.20	51,625.60	54,204.80	56,908.80	59,758.40
Maintenance Worker III (FBEO)								
Hourly				24.82	26.06	27.36	28.73	30.17
Bi-Weekly				1,985.60	2,084.80	2,188.80	2,298.40	2,413.60
Monthly				4,302.13	4,517.07	4,742.40	4,979.87	5,229.47
Annual				51,625.60	54,204.80	56,908.80	59,758.40	62,753.60
Maintenance Worker IV (FBEO)								
Hourly				26.05	27.35	28.72	30.16	31.67
Bi-Weekly				2,084.00	2,188.00	2,297.60	2,412.80	2,533.60
Monthly				4,515.33	4,740.67	4,978.13	5,227.73	5,489.47
Annual				54,184.00	56,888.00	59,737.60	62,732.80	65,873.60
Maintenance Worker Lead (FBEO)								
Hourly				28.65	30.08	31.58	33.16	34.82
Bi-Weekly				2,292.00	2,406.40	2,526.40	2,652.80	2,785.60
Monthly				4,966.00	5,213.87	5,473.87	5,747.73	6,035.47
Annual				59,592.00	62,566.40	65,686.40	68,972.80	72,425.60
Mechanic (FBEO)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Office Assistant (Temporary Position)								
Hourly				20.00				
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Operations Supervisor (FBEO)								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.31.2022 Add Planning Technician classification

City Council compensation is effective on 12/12/2022

Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
Planning Technician (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
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.31.2022 Add Planning Technician classification

City Council compensation is effective on 12/12/2022

Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
Police Recruit (1040 hours; FBPA)								
Hourly				27.88				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Public Works Administrative Analyst (FBEO)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.31.2022 Add Planning Technician classification

City Council compensation is effective on 12/12/2022

Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Systems Technician (FBEO)								
Hourly				22.81	23.95	25.15	26.41	27.73
Bi-Weekly				1,824.80	1,916.00	2,012.00	2,112.80	2,218.40
Monthly				3,953.73	4,151.33	4,359.33	4,577.73	4,806.53
Annual				47,444.80	49,816.00	52,312.00	54,932.80	57,678.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.27	21.28	22.34	23.46	24.63
Bi-Weekly				1,621.60	1,702.40	1,787.20	1,876.80	1,970.40
Monthly				3,513.47	3,688.53	3,872.27	4,066.40	4,269.20
Annual				42,161.60	44,262.40	46,467.20	48,796.80	51,230.40
Treatment Plant Operator I (FBEO)								
Hourly				25.16	26.42	27.74	29.13	30.59
Bi-Weekly				2,012.80	2,113.60	2,219.20	2,330.40	2,447.20
Monthly				4,361.07	4,579.47	4,808.27	5,049.20	5,302.27
Annual				52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
Treatment Plant Operator II (FBEO)								
Hourly				26.43	27.75	29.14	30.60	32.13
Biweekly				2,114.40	2,220.00	2,331.20	2,448.00	2,570.40
Monthly				4,581.20	4,810.00	5,050.93	5,304.00	5,569.20
Annual				54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				30.39	31.91	33.51	35.19	36.95
Biweekly				2,431.20	2,552.80	2,680.80	2,815.20	2,956.00
Monthly				5,267.60	5,531.07	5,808.40	6,099.60	6,404.67
Annual				63,211.20	66,372.80	69,700.80	73,195.20	76,856.00
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

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-08**

Budget FY: **FY 2022/23**

Account Description	Account #	FY 22/23	Increase (+)	Decrease (-)	Revised Total		Description
					Current Budget	Budget Amt	
Expenditures							
1 Transfer Code Enforcement Budget from the Community Development Department to the Police Department (Nov 2021- June 2022)							
Salaries & Wages -Code Enforcement	110 4320 0101	\$ 299,956		\$ 76,609	\$ 223,347		Transfer CE Officer Budget to PD
Medical Premium - CE Officer	110 4320 0211	\$ 51,350		\$ 17,674	\$ 33,677		Transfer CE Officer Budget to PD
Dental Premium - CE Officer	110 4320 0213	\$ 3,733		\$ 1,212	\$ 2,521		Transfer CE Officer Budget to PD
VSP Premium - CE Officer	110 4320 0214	\$ 917		\$ 229	\$ 688		Transfer CE Officer Budget to PD
PERS - CE Officer	110 4320 0220	\$ 24,518		\$ 5,946	\$ 18,572		Transfer CE Officer Budget to PD
Worker's Comp - CE Officer	110 4320 0231			\$ 1,276	\$ (1,276)		Transfer CE Officer Budget to PD
FICA/Medicare - CE Officer	110 4320 0252	\$ 22,761		\$ 5,861	\$ 16,901		Transfer CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110 4201 0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314		Transfer CE Officer Budget to PD
Medical Premium - CE Officer	110 4201 0211	\$ 337,999	\$ 17,674		\$ 355,673		Transfer CE Officer Budget to PD
Dental Premium - CE Officer	110 4201 0213	\$ 24,765	\$ 1,212		\$ 25,977		Transfer CE Officer Budget to PD
VSP Premium - CE Officer	110 4201 0214	\$ 4,816	\$ 229		\$ 5,045		Transfer CE Officer Budget to PD
PERS - CE Officer	110 4201 0220	\$ 374,904	\$ 5,946		\$ 380,850		Transfer CE Officer Budget to PD
Worker's Comp - CE Officer	110 4201 0231	\$ 123,024	\$ 1,276		\$ 124,301		Transfer CE Officer Budget to PD
FICA/Medicare - CE Officer	110 4201 0252	\$ 157,175	\$ 5,861		\$ 163,036		Transfer CE Officer Budget to PD
2 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)							
Salaries & Wages - 2nd CE Officer	110 4201 0101	\$ 1,865,705	\$ 47,144		\$ 1,912,849		Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110 4201 0211	\$ 337,999	\$ 10,876		\$ 348,875		Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110 4201 0213	\$ 24,765	\$ 74		\$ 24,840		Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110 4201 0214	\$ 4,816	\$ 141		\$ 4,957		Budget- 2nd CE Officer
PERS - 2nd CE Officer	110 4201 0220	\$ 374,904	\$ 3,659		\$ 378,563		Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110 4201 0231	\$ 123,024	\$ 785		\$ 123,810		Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110 4201 0252	\$ 157,175	\$ 3,607		\$ 160,782		Budget- 2nd CE Officer
3 Revenues							
CDD- Grant Staff Time Reimb	110 4320 3318	\$ 98,000		\$ 98,000	\$ -		Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110 4200 3318	\$ 268,420	\$ 98,000		\$ 366,420		Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110 4200 3318	\$ 268,420	\$ 66,287		\$ 334,707		Budget 2nd CE Grant Reimb
4 City Council Stipends							
Salaries/Wages/Stipends	110 4110 0101	\$ 24,000	\$ 3,600		\$ 27,600		Increase Council Stipends (Nov- June)
FICA/Medicare	110 4201 0252	\$ 1,928	\$ 295		\$ 2,223		Increase Council Stipends (Nov- June)
			BA Transfer CE to PD:	\$(108,807)			
			BA Transfer CE from CDD:	108,807			
			BA Transfer CE Revenue to PD:	98,000			
			BA Transfer CE Revenue to PD:	98,000			
			BA 2nd CE Officer	66,287			
			BA City Council Stipends	3,895			
			Net Expense Budget Amendment (BA):	\$70,182			
		\$ 6,840,781	\$ 343,276	\$ 206,807	\$ 6,977,250		

Amendment:

RESOLUTION # :

Authorization:

Signature:

Date:

Requested By:

Finance/Admin Dept

Approval:

Isaac Whippy

Finance Use:

Adriana Moreno Ramos

Additional information or other documentation



City of Fort Bragg

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

Text File

File Number: 22-553

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Amending the Written Policy for Expense Reimbursement for City Officials Pursuant to AB 1234

The written policy for reimbursement of expenses to City Officials has not been updated since the City Council adopted Resolution No. 3113-2007 on September 10, 2007. Adoption of the attached Resolution will change the per diem meal expense reimbursement rate to be consistent with the current agreements with City management and union employees. A redline of the current policy is included to show the proposed changes to the policy.

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
AMENDING THE WRITTEN POLICY FOR EXPENSE REIMBURSEMENT
FOR CITY OFFICIALS PURSUANT TO AB 1234**

WHEREAS, the City Council adopted Resolution 3028-2006 establishing a written policy for expense reimbursement for City Officials pursuant to AB 1234 at its regular meeting of October 10, 2006; and

WHEREAS, on September 10, 2007, the City Council adopted Resolution 3113-2007 amending the expense reimbursement policy; and

WHEREAS, the expense reimbursement policy requires further amendment to the meal per diem reimbursement rate for consistency with Citywide practices and meal expense reimbursement; and

WHEREAS, the travel advance policy requires amendment to allow the Finance Department adequate time for processing; and

WHEREAS, the amendments have been incorporated into the written expense reimbursement policy attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby adopt the amended written policy for expense reimbursement for City Officials pursuant to AB 1234 as shown in Exhibit A attached hereto.

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 14th day of November, 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 Expense Reimbursement Policy

1. **Purpose.** The purpose of this policy is to ensure that the reimbursement of members of City legislative bodies and certain City employees for expenses incurred in the performance of official duties complies with state law, including Assembly Bill 1234, which adds Sections 53232.2 *et seq.* to the Government Code, to establish a reimbursement policy for city officials, and to establish other requirements related to travel and educational expenses paid by the City.

2. **Policy.** Members of a Legislative Body and City Employees may be reimbursed for actual and necessary expenses incurred in the performance of official duties only as provided in this Policy.

3. **Definitions.** The following definitions shall apply to this Policy:

"Legislative Body" means the City Council, Planning Commission, and any other commission or advisory body appointed by the City Council to act on behalf of the City.

"City Employees" means any employee of the City of Fort Bragg who can authorize reimbursement of expenses incurred by such employee without review of another City employee or official, including the City Manager and all exempt at-will executive employees.

"Travel" means attendance at officially sponsored governmental events.

4. **Types of Occurrences that Qualify for Reimbursement.** Members of a Legislative Body and City Employees may be reimbursed for actual and necessary expenses incurred in the performance of official duties, including (a) attending conferences or organized educational activities that benefit the City or affect the City's interests, (b) meeting with local, state, and federal legislators and officials regarding official city business, (c) meeting with staff and officials of surrounding communities regarding matters of mutual concern, (d) attending City events, (e) participating in regional, state, and national organizations whose activities affect the City's interests, (f) attending meetings and conferences of associations, including without limitation, joint action agencies and joint powers authorities, whose activities provide a benefit to the City and (g) such other business that provides a benefit to the City.

5. **Travel for other Agencies.** Members of a Legislative Body may be reimbursed for all actual and necessary expenses incurred when traveling on official business as members or representatives of another public agency or body to which the City is a member.

6. **Government Rates.** Airlines, hotels, and rental car companies often make special rates available to state, federal, and local governments. These rates are presumed to be the most economical and reasonable rates for the purposes of this Policy. Those booking travel should consult available resources, such as www.catravelmart.com, to determine the applicable government rates or most affordable rate.

7. **Travel Advances.** Members of a Legislative Body and City Employees may request a travel advance, which must be received by the Finance Department at least 12 working days in advance of the date needed. In no event shall a travel advance be issued more than 15 days prior to the expense being incurred or paid. Travel advances shall not exceed the amount reasonably required given the duration of travel and shall be based on the guidelines set forth in this Policy. Travel advances exceeding \$1,000 require prior approval of the City Manager (or designee). Members of a Legislative Body and City Employees who pay expenses with a travel advance shall comply with documentation requirements set forth in Section 17. Members of a Legislative Body and City Employees shall make every effort to prepay travel costs through the City's Finance Department prior to making a request for a travel advance.

8. **Transportation.**

a. *Cost Comparison to Determine Mode of Transportation.* In general, members of a Legislative Body and City Employees should choose the least expensive mode of travel. For example, in some cases, it may be less expensive for the City to reimburse members of a Legislative Body or City Employees for mileage associated with vehicle transportation than to pay for air travel. Members of legislative bodies and City Employees shall also consider cost-saving strategies such as carpooling in the cost comparison.

b. *Air Travel.* When possible, members of a Legislative Body and City Employees should arrange for air travel to be paid for in advance by the City at the most economical and reasonable round-trip scheduled commercial fare consistent with the member or employee's scheduling needs. If scheduled flights are not available, travel by private/chartered/taxi flights may be reimbursed at the rate of \$90 per flight hour. If advance arrangements cannot be made due to lack of advance warning or other extenuating circumstances as approved by the City Manager or his or her designee before the expenses are incurred, members of a Legislative Body and City Employees may be reimbursed for the expense of the airfare, so long as it is the most economical and reasonable round-trip fare consistent with the member or employee's scheduling needs.

c. *Personal Vehicle Travel.* Members of a Legislative Body and City Employees are encouraged to use public transportation, non-motorized vehicles, and carpooling whenever practical. Otherwise, City vehicles for travel in performance of official duties, when available, are allowed. If a City vehicle is unavailable a member or employee may be reimbursed for expenses incurred in traveling by personal motorized vehicle on official business at the annual Internal Revenue Service Standard Mileage Rate plus parking charges and bridge tolls. The distance of travel will start from the place of work or from home, whichever is closer to the destination point of official business. Members of a Legislative Body and City Employees shall be responsible for procuring and maintaining liability insurance for their personal vehicles.

d. *Car Rental Reimbursement.* Members of a Legislative Body and City Employees should arrange for car rentals to be paid for in advance by the City at the most

economical rate available. If advance arrangements cannot be made due to lack of advance warning or other extenuating circumstances as approved by the City Manager or his or her designee before the expenses are incurred, members of a Legislative Body and City Employees may be reimbursed for the expense of car rental. Since the City is self-insured, members and employees shall not be reimbursed for optional liability insurance or other fees.

9. Meals.

- a. *Meals in Conjunction with Travel.* Members of a Legislative Body and City Employees may be reimbursed for expenses incurred for meals consumed in conjunction with travel to and from, or during, official business events. Per diem allowances for meals shall be provided and Members of a Legislative Body and City Employees shall be eligible to claim for breakfast per diem (\$20.00) if they are in travel status as of 6:00 a.m.; to claim for lunch per diem (\$25.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; and to claim for dinner per diem (\$35.00) if they are in travel status as of 6:00 p.m. Receipts for meal per diem amounts are not required unless the meal was paid for using a City credit card.

Meals for spouses, family members, and other third parties shall not be reimbursed.

- b. Travel and meal reimbursement amounts described herein may be adjusted annually by City Council Resolution to reflect changes in prevailing costs.
- c. If a meal is provided by a conference or organized educational activity, or otherwise included in the payment of registration fees, members of legislative bodies and City Employees may not be reimbursed for meals purchased in lieu of, or in addition to, the provided meal.
- d. *Meals not in Conjunction with Travel.* Meals not in conjunction with Travel may be reimbursed for events taking place during normal meal times, e.g. business breakfasts or lunches. Meals supplied by the City, such as for evening or weekend meetings and workshops, will be limited in cost to the limits set forth above in 9(a). Meal costs in excess of the limits will be reported as taxable income to the participating members and employees unless the City receives reimbursement from the participant.

10. Lodging.

- a. Members of a Legislative Body and City Employees may be reimbursed for lodging expenses if (a) the destination of the conference, meeting, or other official duty is outside of Mendocino County or (b) is more than 55 miles from the place of work or home, whichever is closer to the destination, and official activities begin before 8:00 a.m. or end after 5:00 p.m.
- b. When possible, members of a Legislative Body and City Employees should arrange for lodging expenses to be paid in advance by the City at the most economical and reasonable rates for single occupancy lodging that is in a location that is reasonable and convenient in relation to the member or employee's scheduling and official

business needs. Members and employees may share reimbursement for a double or multiple occupancy room if the room will be shared with co-member(s) or co-employee(s), provided each share cost does not exceed the single occupancy rate.

For lodging in connection with a conference or organized educational activity, such lodging costs shall generally not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking.

- c. If advance arrangements cannot be made due to lack of advance warning or other extenuating circumstances as approved by the City Manager (or designee) before the expenses are incurred, Members of a Legislative Body or City Employees may be reimbursed for lodging expenses, so long as the amount of the reimbursement does not exceed the government or group rates offered by a provider of lodging in a location that is reasonable and convenient in relation to the member or employee's official business needs or the maximum group rate published by the event or activity sponsor, whichever is higher.

11. **Incidental Expense Reimbursement.** Members of a Legislative Body and City Employees may be reimbursed for actual and necessary incidental expenses incurred in connection with a conference, organized educational activity, or other performance of official duties. Incidental expenses include baggage fees, parking fees, cab fares, public transportation costs, tolls, telephone calls, faxing, and special delivery services related to the performance of official duties, telephone calls of a personal nature, hotel internet charges, and other such incidental expenses. Members of a Legislative Body may be reimbursed for such incidental expenses related to reasonable gratuities for which receipts are not customarily given. Reimbursement for expenses incurred in placing telephone calls of a personal nature shall be limited to \$5 per day for travel within California, and \$7.50 per day for travel outside of California.

12. **Conference Registration Fee Reimbursement.** When possible, members of a Legislative Body and City Employees should arrange for conference and organized educational activity registration fees to be paid in advance of the conference by the City. If such advance arrangements cannot be made due to lack of advance warning or other extenuating circumstances as approved by the City Manager (or designee), Members of a Legislative Body and City Employees may be reimbursed for the actual cost of a conference or organized educational activity registration fee.

13. **Other Expenses.** All other actual and necessary expenses incurred in the performance of official duties that are not described in this Policy shall not be reimbursed unless approved by the City Council or City Manager.

14. **Expenses Not Reimbursed.** Members of a Legislative Body and City Employees will not be reimbursed for non-business expenses including, but not limited to alcoholic beverages, spouse or family meals, entertainment expenses such as movie rental fees, theater tickets or sporting event fees, fines for parking citations, laundry, replacement fees for lost keys, and fees assessed for damage to lodging premises.

15. **Brief Report to Legislative Body.** Members of a Legislative Body and the City Manager shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the Legislative Body immediately following the event for which reimbursement is sought. Reports may be made orally or in writing. If more than one member of a Legislative Body attends the event, a report from one of the members that mentions the other's presence is sufficient. City Employees shall make similar reports to the City Manager upon completion of the event.
16. **Technology Reimbursement.** Members of the City Council shall be reimbursed for expenses incurred while traveling in the performance of official duties for Internet service, facsimile machine telephone service, cellular phone service, and other technological expenses at an amount not to exceed \$100 per month. Members of the City Council shall comply with the documentation requirements set forth in Section 17 when requesting technology reimbursement.
17. **Documentation Requirements.** Members of a Legislative Body and City Employees shall file a Travel Expense Form with the Finance Department within ten (10) business days of incurring the expense to request reimbursement of expenses and to document expenses paid with a travel advance. The Travel Expense Form shall be accompanied by itemized receipts documenting each expense, except that detail regarding the nature of the expense provided in the expense report shall suffice for incidental expenses for which receipts are not customarily given and are under \$10.
18. **Public Record.** All documents related to reimbursable expenditures shall be considered public records subject to disclosure under the California Public Records Act.
19. **Credit Card Use.** Members of Legislative Bodies and City Employees may use personal credit cards and accounts but may not be reimbursed for interest and any fees and charges beyond direct purchase charges. Use of City credit cards are governed by Administrative Rules and Regulations and provisions of this Policy and may not be used for non-reimbursable costs. Receipts for charges on City credit cards should be submitted to Finance Department following completion of Travel rather than waiting for monthly card statements to arrive.

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From: jay@mcn.org
To: [Lemos, June](#); [Ducey, Peggy](#)
Subject: Public Comment 5.C Meals
Date: Thursday, November 10, 2022 8:25:42 AM

I think the time for the dinner per diem could be changed to 5:00 pm instead of 6:00 pm as often a meeting may end at 5 o'clock and people often head to dinner earlier and should no have to wait until 6 o'clock to eat.

See below what I am referring to.

Kind Regards,
Jay McMartin

9. Meals.

a.

MealsinConjunctionwithTravel.MembersofaLegislativeBodyandCityEmployees may be reimbursed for expenses incurred for meals consumed in conjunction with travel to and from, or during, official business events. Per diem allowances for meals shall be provided and Members of a Legislative Body and City Employees shall be eligible to claim for breakfast per diem (\$20.00) if they are in travel status as of 6:00 a.m.; to claim for lunch per diem (\$25,00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; and to claim for dinner per diem (\$35.00) if they are in travel status as of 6:00 p.m. Receipts for meal per diem amounts are not required unless the meal was paid for using a City credit card.



City of Fort Bragg

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

Text File

File Number: 22-563

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5D.

Approve Scope of Work for a Request for Proposals to Secure Professional Services for Broadband Infrastructure Network Design and Engineering

The City of Fort Bragg has been awarded grant funding by the California Public Utilities Commission (CPUC) in the amount of \$479,529.00 from the Local Agency Technical Assistance (LATA) grant program. This funding is to be used for pre-construction broadband infrastructure planning that will prepare the City to bring reliable broadband service to unserved/underserved households and businesses. The City seeks to contract with a knowledgeable firm to finalize network design and develop construction-ready infrastructure plans.



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR ENGINEERING AND DESIGN SERVICES RELATED TO MUNICIPAL BROADBAND INFRASTRUCTURE

The City of Fort Bragg is soliciting proposals from qualified firms and individuals interested in contracting with the City of Fort Bragg to finalize network design, complete construction documents, and inform business model for city-wide municipal broadband infrastructure serving the City of Fort Bragg. The objective is to complete the necessary engineering, planning and environmental work to be prepared for a shovel-ready construction project within 12-18 months.

The City's 2021 Fort Bragg Digital Infrastructure Project, attached hereto as **Exhibit A**, provides a high-level overview of the City's intended network design. This study should serve as a framework for the scope of work to be completed under this contract.

SCOPE OF WORK

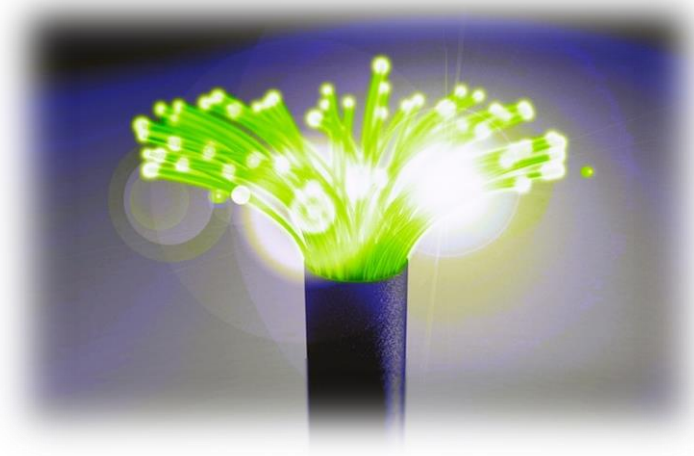
Collaborate with City staff on the following activities:

1. Low Level Design
 - a. Fielding: Conduct community walkout and survey, pole profiling/auditing, underground route selection, and digital mapping.
 - b. Design: Provide OSP design, CAD drafting including construction and permit prints. Design fiber-to-the-home, business, cell site for multi-dwelling, multi-tenant units, and single-family homes.
 - c. Permits: Provide drafting and application for DOT permits, County permits, Municipality permits, railroad, water, and any other specialty permits.
 - d. Traffic Control Plans: Produce traffic control plans according to area standards, provide traffic control packages, and provide thorough work zone details that minimize inconvenience for road users.
2. Project Management
 - a. Manage project tasks, resources, timeline, and coordinate between City staff and Consultant.
3. Electronics Design
 - a. Complete network architecture specifications and drawings.
 - b. Create vendor RFPs and review proposals for Core Electronics (Routers), Optical Line Termination (OLT), and Optical Network Termination (ONT) Bill of Materials.
4. Construction RFP Preparation
 - a. Draft construction RFP to be used by the City of Fort Bragg to bid construction.
5. Business Modeling
 - a. Consolidate all pricing into pro forma financial sheets (P&L, revenues and expenses, Statement of Cash Flow, and Balance Sheet).

- b. Create take rate and churn modeling.
- 6. Project Administration
 - a. Retention of records and drawings.
 - b. Change Order management.
 - c. Communications with City staff, City Council and the public.
- 7. Bid Period Services and Construction Support
 - a. Provide support to staff during the bid advertisement period as it relates to bidders' questions and the preparation of technical or design-related addenda as needed.
 - b. Attend pre-bid meeting, pre-construction conference, and participate in other meetings as requested until project completion.
 - c. Provide plan amendments to address unknowns and compare solutions throughout the construction phase.

RFP SCHEDULE

RFP Release:	November 15, 2022
Written Questions Due:	November 30, 2022
Response to Written Questions:	December 5, 2022
Proposals Due:	December 15, 2022 – 5:00 PM
Interviews:	December 19 - 22, 2022
Anticipated Selection:	December 30, 2022
Anticipated Council Approval:	January 9, 2023



Fort Bragg Digital Infrastructure Project

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



FORT BRAGG
CALIFORNIA

August 2021

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EXECUTIVE SUMMARY

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

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

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

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

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

PROJECT OVERVIEW

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

INTRODUCTION

IMPLEMENTATION OF THE DIGITAL INFRASTRUCTURE PLAN

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

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

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

The **Plan** has three objectives:

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

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

PROJECT PLANNING ASSUMPTIONS

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

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

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

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

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

BROADBAND NETWORK OVERVIEW

OVERVIEW OF THE NETWORK ARCHITECTURE

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

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

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

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

Nine distribution areas (DA's) will be designed with passive splitter cabinets that will be placed throughout the community. The distributed cabinets will be based upon the size of the distribution area and distance reach of optical port cards. In each location, there will be an above ground passive XGS-PON cabinets². These locations we will serve as the aggregated fiber locations where conduit, fiber cable, and fiber distribution terminals serving each home/business will be fed from. The cabinets will look similar to what incumbent providers already have within the city ROW.

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

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

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

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

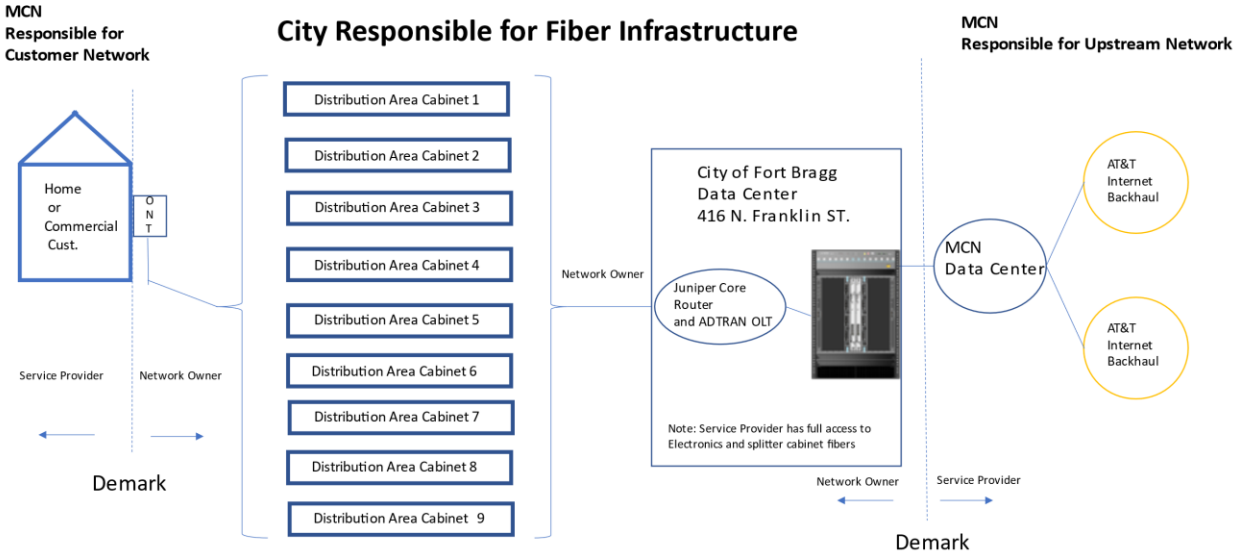
² The passive cabinets do not require power as there are no electronics, just fiber splitters.

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

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

Figure 2: City of Fort Bragg Network Architecture

City of Fort Bragg - Network Architecture



PROJECT DESCRIPTION

DESKTOP MANAGEMENT AND DESIGN, COST, AND DEPLOYMENT SCHEDULE

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

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

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

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

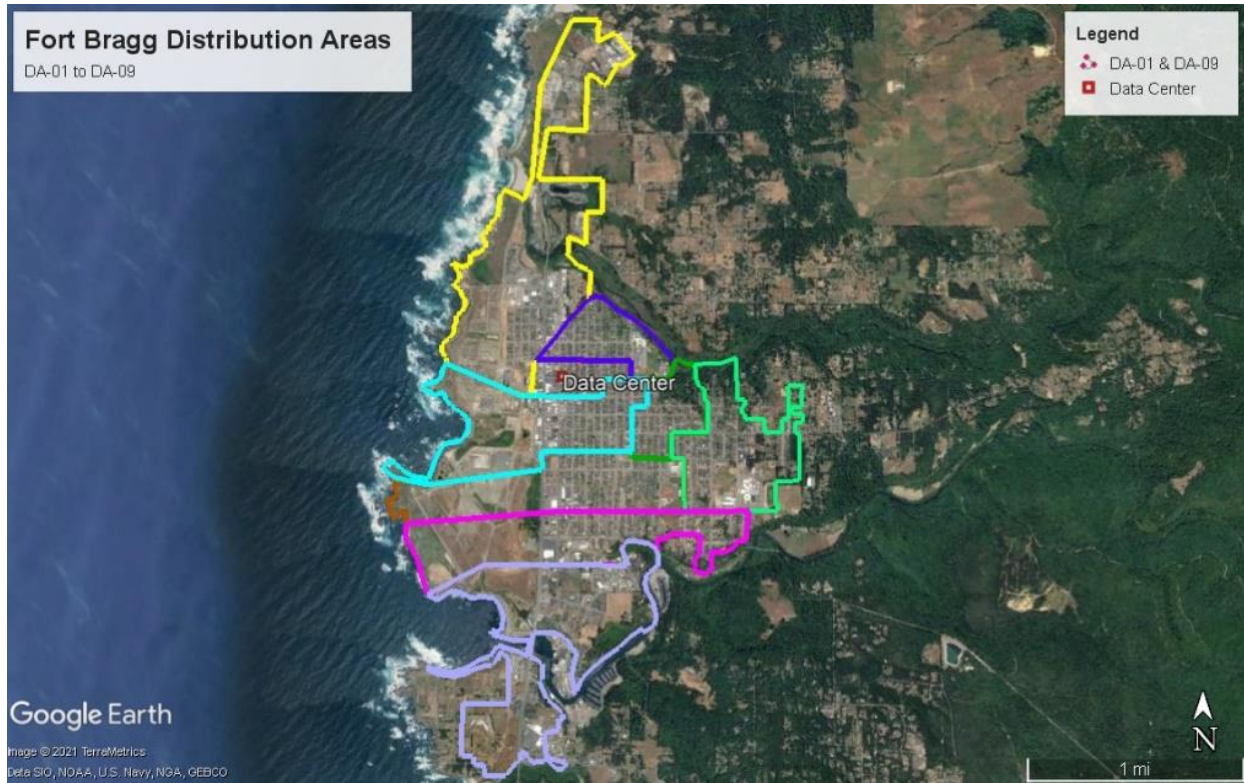
Deployment Schedule: The build out schedule is dependent upon a few factors of which some, but not all, are the results from detailed engineering, material availability, construction crew availability, permits, and weather. Expect timing to be determined based upon funding availability from the city.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

DESIGN AND BUILD METHODOLOGY

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

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

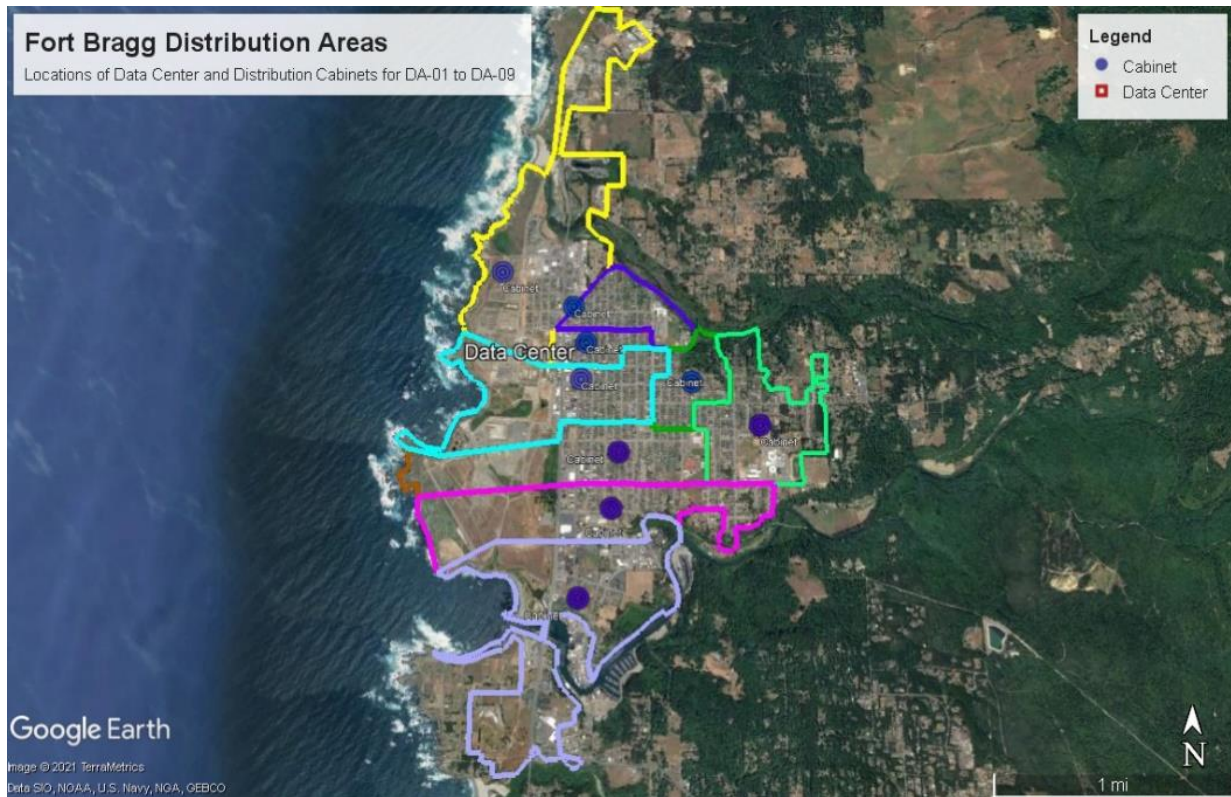
Figure 3 – City of Fort Bragg Distribution Areas



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

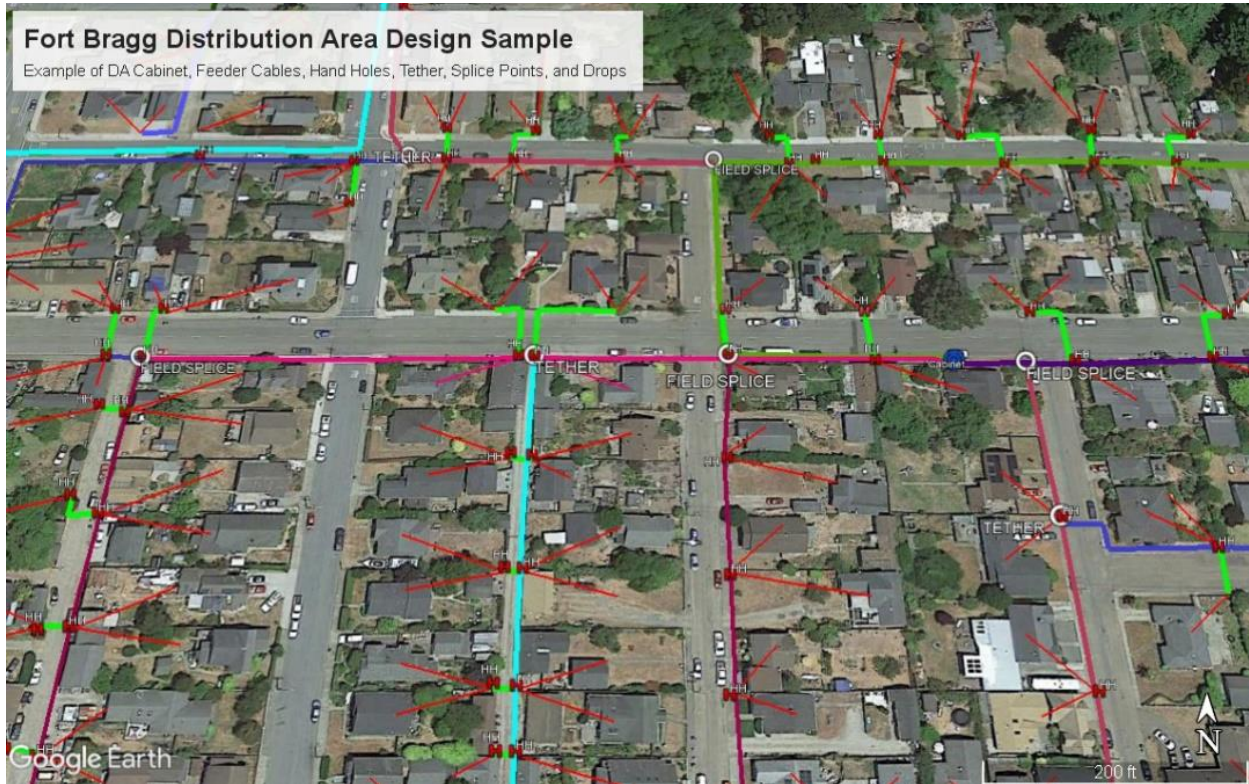
Figure 4 – City of Fort Bragg Distribution Areas and Cabinets

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



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

Figure 5 – City of Fort Bragg Distribution Area Design Sample



OSP DESIGN RESULTS

DESIGN AND DISTRIBUTION AREAS:

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

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

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

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

CONDUIT FOOTAGE:

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

See Table 2 – City of Fort Bragg Conduit Footage

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

PASSIVE MATERIALS:

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

Table 3 – City of Fort Bragg Passive Material and Counts

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

FIBER SIZES:

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

Table 4 – City of Fort Bragg Fiber Size and Length

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

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

Table 5 Outside Plant Infrastructure estimate

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

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

ELECTRONICS DESIGN

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

CORE ROUTING:

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

Figure 6 – Juniper Router



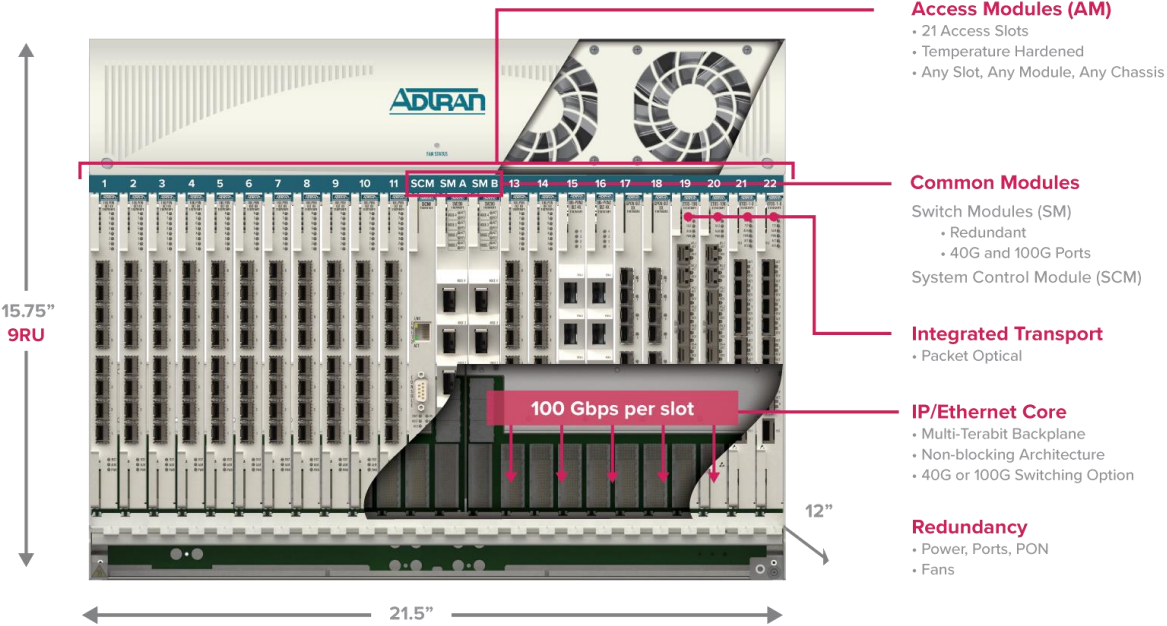
OPTICAL LINE TERMINATION:

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

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

Figure 7 – ADTRAN TA-5000 Equipment



OPTICAL NETWORK TERMINATION:

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

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

Figure 8 – Optical Network Terminals



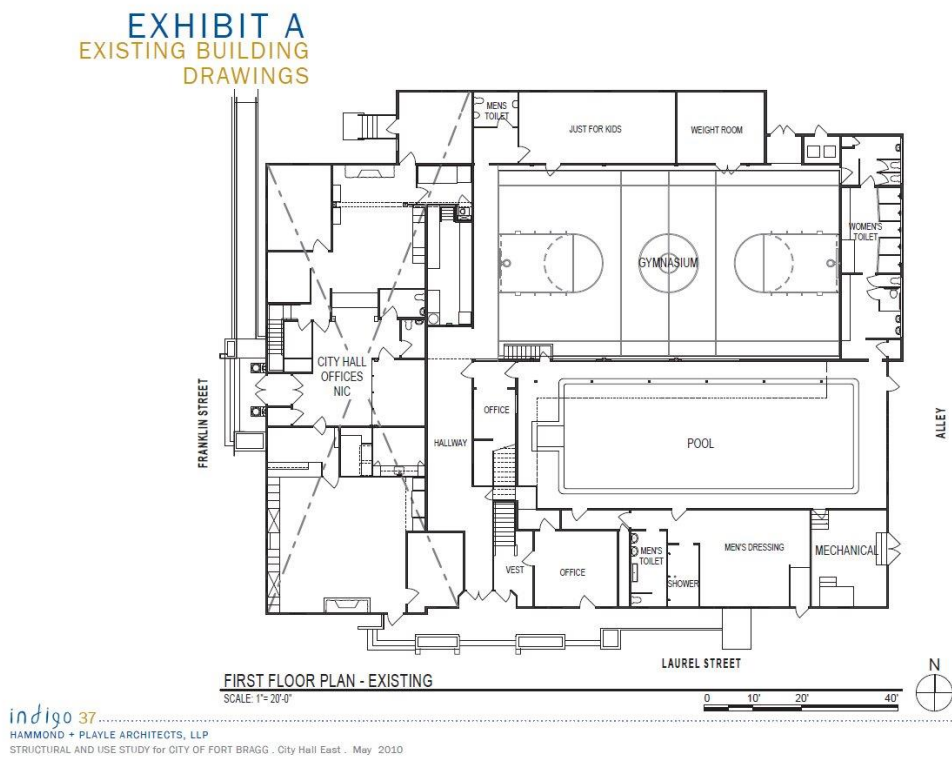
DATA CENTER:

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

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

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

Figure 9 – Data Center Locations



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

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

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

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

SUBSCRIBER ACQUISITION (DROPS AND CPE EQUIPMENT):

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

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Table 7_- Subscriber Acquisition Cost Estimate

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

PROJECT MANAGEMENT:

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

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

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

Table 8 - PMO Office

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

Total Fort Bragg Design and Build Estimate:

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

Table 9 – Total Network Cost

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

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

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

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

CONSTRUCTION SCHEDULE

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

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

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

Table 10 – Construction Schedule (estimated)

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

NETWORK OPERATOR/SERVICE PROVIDER DEFINED

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

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

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

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

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

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

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

PRO-FORMA

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

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

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

REVENUE ASSUMPTIONS (60% TAKE RATE)

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

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

EXPENSE ASSUMPTIONS (60% TAKE RATE)

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

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

COGS:

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

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

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Operating Expense:

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

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

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10-YEAR INCOME STATEMENT:

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

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

10-YEAR CASH FLOW STATEMENT:

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

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

10-YEAR BALANCE SHEET STATEMENT

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

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

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

APPENDIX

RECOMMENDED VENDORS TO USE FOLLOWING DECISION TO PROCEED:

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

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

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

FUTURE TECHNOLOGIES

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

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

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

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

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

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

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

RESPONSIBILITY MATRIX

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

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

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



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Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Approving Contract with Mendocino County Department of Social Services to Operate the Extreme Winter Shelter from November 15, 2022 to April 30, 2023

RESOLUTION NO. _____

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING CONTRACT WITH MENDOCINO COUNTY DEPARTMENT
OF SOCIAL SERVICES FOR FUNDING TO OPERATE EXTREME WINTER
SHELTER FROM NOVEMBER 15, 2022 TO APRIL 30, 2023 AND AUTHORIZING
CITY MANAGER TO EXECUTE CONTRACT**

WHEREAS, the Mendocino Coast Hospitality Center operated an emergency weather shelter during winter months in the Fort Bragg area for many years announced last year that it would no longer operate the temporary shelter facility; and

WHEREAS, the Fort Bragg Police Department accepted responsibility to manage the 2021/22 winter shelter program and coordinate with local motels to provide motel rooms to those in need of temporary shelter during extreme weather events on the Mendocino Coast; and

WHEREAS, under Police Department management, last year's shelter program provided over 101 homeless people with a place of respite during the City's coldest and wettest nights, and

WHEREAS, Mendocino County has funding of \$39,908 available for a sustainable service during extreme weather for FY 2022/23; and

WHEREAS, the City of Fort Bragg Police Department has again agreed to manage the 2022/23 Extreme Winter Shelter for a second year; and

WHEREAS, the costs of City of Fort Bragg staff time, including the Police Department will be provided as a match for funds provided by Mendocino County;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Contract with Mendocino County to coordinate and administer shelter at local motels during extreme weather events on the Mendocino Coast 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 14th day of November, 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **City of Fort Bragg**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to sustain and support existing Advanced Life Support services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
- Appendix A Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
- Attachment 1 Invoice & Reports

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties effective November 15, 2022, and shall continue through April 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Thirty-Nine Thousand Nine Hundred Eight Dollars (\$39,908) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Bekkie Emery, Social Services Director

Date: _____

Budgeted: Yes No

Budget Unit: 0446

Line Item: 86-3112

Org/Object Code: VRES39

Grant: Yes No

Grant No.: 20-ESGCV1-00039C/CCFDA No
14.23

COUNTY OF MENDOCINO

By: _____
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: _____
Peggy Ducey, City Manager

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
707-961-2829
PDucey@Fortbragg.com

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed N/A; ALS Pilot Project, Pending EOA RFP
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Special District _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) weeks' written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Adult and Aging Services
747 S. State Street
Ukiah, CA 95482
Attn: Francesca Rosales

To CONTRACTOR: City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
Attn: Peggy Ducey

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$39,908 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR 's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. On June 1, 2020, the Department of Housing and Community Development released a Notice of Funding Availability for the Emergency Solutions Grant, COVID-19 (ESG-CV), funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress on March 27, 2020. The ESG-CV provides funding to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus.
- II. CONTRACTOR shall provide the following services:
 - A. Coast Emergency Winter Shelter
 1. Operations will commence from November 15, 2022, between the CONTRACTOR and the COUNTY, and will run through April 30, 2023, or until funding is no longer available to support the services.
 2. Motel vouchers will be issued by the Fort Bragg Police Department under the Care Response Unit, with support as needed from the Fort Bragg Police Officers during severe weather conditions or in emergency situations where it is necessary to ensure an individual's or family's safety.
 - B. Access to shelter for individuals and families experiencing homelessness on the Mendocino Coast during severe weather conditions:
 1. Homeless individuals will be provided motel vouchers when all other emergency shelter projects in Coastal Mendocino County are at capacity. Homeless individuals will be expected to share a double occupancy room with a second individual, unless extraordinary conditions exist.
 2. Homeless families with children under the ages of 16, the elderly, and severely disabled individuals will be a priority for the motel vouchers, which will be available when all other emergency shelter projects in Coastal Mendocino County are at capacity.
 - C. Enforcement of Program Eligibility requirements:
 1. Individuals and families must meet the HUD definition of homeless as defined in 24 CFR Part 576.2 to be eligible for services.
 - D. Collection of required Homeless Management Information System (HMIS) data through a subcontractor and entered into the system within two weeks of issuing

the motel voucher for all individuals. This is required for individuals provided shelter through the contracted services.

- E. Development and maintenance of policies and procedures that address:
 - 1. Eligibility criteria for occupancy, discharge and their uniform application.
 - 2. The rights and dignity of individuals to the fair and unbiased application of rules, second chances and grievances.
 - 3. That persons served under this Agreement shall observe the rules of the program and may be required to leave the motel facility if they do not observe the rules.
 - 4. That persons who have engaged in substance abuse, violence or verbally abusive language during check-in or at any point during the stay in the motel shall be banned from the shelter.

- F. Reporting:
 - 1. Submit reports on client Bed Nights Served.
 - a. Itemize number of persons receiving or denied services.
 - b. Motel Vouchers issued.
 - c. Detailed Expense report.

- G. Compliance with the following regulations:
 - 1. Federal Regulations [24 CFR Parts 91 and 576](#) and California State regulations [CCR Title 25, Division 1, Chapter 7](#).
 - 2. Department of Housing & Community Development 2020 Emergency Solutions Grant (ESG-CV) Coronavirus Notice of Funding Availability (NOFA), as found at the following link: https://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/2_ESG-CV_NOFA_Signed.pdf.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

Expenditure	Units	Cost	Total
Motel Vouchers (\$129/night +taxes)	248	\$146	\$36,208
HMIS Services from MCHC	30	\$40	\$1,200
Misc. Food and Service Vouchers (used only when necessary and not provided to all shelter guests)		\$1,500	\$1,500
Misc. expenses, including costs for extraordinary motel cleaning, damage, etc.		\$1,000	\$1,000
TOTAL			\$39,908

A. Submission of claims and reports will comply as follows:

1. CONTRACTOR shall submit original receipts and invoices for actual costs. This includes CONTRACTOR and subcontractor timesheets, payroll reports and paycheck stubs for all invoices that include personnel expenses.
2. CONTRACTOR will submit invoices by the fifteenth (15th) day of the month for all services provided to clients in the previous month.
3. Invoices submitted ninety (90) days after the service is provided must be accompanied by a letter explaining why the invoice is late.
4. COUNTY will determine whether to approve or disapprove payment of late invoices.
5. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

B. This is a one-time project and the CONTRACTOR should make not assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

Payments under this agreement shall not exceed Thirty-Nine Thousand Nine Hundred Eight Dollars (\$39,908).

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
DEPARTMENT OF PUBLIC HEALTH
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Anderson Valley Community Services District**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
416 N. Franklin Street, Fort Bragg, CA 95437
Address of CONTRACTOR

CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Peggy Ducey
 (Type Name)

City of Fort Bragg
 (Organization Name)

City Manager
 (Title)

416 N. Franklin Street
 Fort Bragg, CA 95437
 (Organization Address)

 (Signature)

 (Date)

Attachment 1

INVOICE & REPORTS

City of Fort Bragg –
 VENDOR # 2022-2023
 CONTRACT NUMBER: SS #

Vendor Send to

<p>City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437</p>		<p>Francesca Rosales, Program Administrator Mendocino County Social Services, Adult and Aging Services P.O. Box 839, Ukiah, CA 95482 707 463-7981 or email to: RosalesF@mendocinocounty.org</p>	
<p>Invoice for</p>		<p>Total Amount of Invoice</p>	
<p>November 2022</p>			
<p>Spreadsheet and Reports Required with Invoice</p>	<p>Report Required</p>	<p>Contract Number Budget Unit Account String</p>	<p>Amount</p>
<p>Motel Vouchers</p>	<p>1&2</p>	<p>SS #</p>	<p>\$0.00</p>
<p>HMIS Services</p>			<p>\$0.00</p>
<p>Food and Service Vouchers (used only when necessary and not provided to all shelter guests)</p>	<p>2</p>	<p>SS #</p>	<p>\$0.00</p>
<p>Misc. Expenses (including costs for extraordinary motel cleaning, damage, etc.)</p>	<p>2</p>	<p>SS #</p>	<p>\$0.00</p>
<p>TOTAL</p>			<p>\$0.00</p>

<p>I Hereby Certify The Services Described Above Have Been Performed and No Prior Claim Has Been Presented for Said Services.</p>	<p>I Hereby Certify The Services Described Above Were Necessary for Use by the Department</p>
<p>Peggy Ducey, City Manager City of Fort Bragg _____ Date</p>	<p>Stephen White, Deputy Director Adult and Aging Services _____ Date</p>

Attachment 1

City of Fort Bragg			
Report 1 - Vouchers Issued			
			November 2022
Report 1	Fill in All Areas in Yellow		
Motel Vouchers Provided	Number of Persons	Number of Nights	Voucher Dollars
Adults 59 or Less	0	0	\$0.00
Adults 60 and Over	0	0	\$0.00
Children Under 18	0	0	\$0.00
Adults 59 or Less with Children Under 18	0	0	\$0.00
Adults 60 and Older with Children Under 18	0	0	\$0.00
Total	0	0	\$0.00
Number Denied Shelter			
Adults 59 or Less	0		Total Number of People 0
Adults 60 and Over	0		
Children Under 18	0		
Adults 59 or Less with Children Under 18	0		
Adults 60 and Older with Children Under	0		
HMIS			
Number of Persons Entered into HMIS	0		

REPORT 2: DETAILED FINANCIAL REPORT

City of Fort Bragg

November 2022

Component	Sub-Component	Direct Amount	Indirect Amount	Total Amount	*Mandatory Narrative
Emergency Shelter		\$0.00	\$0.00	\$0.00	
	Essential Services	\$0.00	\$0.00	\$0.00	
	Case Management		\$0.00	\$0.00	
	Transportation		\$0.00	\$0.00	
	PPE		\$0.00	\$0.00	
	Operations	\$0.00	\$0.00	\$0.00	
	Supplies (include food here)		\$0.00	\$0.00	
	Other Shelter Costs (include motel/hotel room costs here)		\$0.00	\$0.00	Please describe expenses here
Homeless Management Information System (HMIS)		\$0.00	\$0.00	\$0.00	
	Hardware, Equipment and Software Costs	\$0.00	\$0.00	\$0.00	
	Hardware		\$0.00	\$0.00	
	Equipment		\$0.00	\$0.00	
	Software		\$0.00	\$0.00	
	Staffing, Salaries for Operating HMIS		\$0.00	\$0.00	
TOTAL		\$0.00	\$0.00	\$0.00	



City of Fort Bragg

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

Text File

File Number: 22-555

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

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 28, 2022, the COVID-19 pandemic has killed more than 96,928 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 14th day of November, 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: 22-556

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

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; and

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; and

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; and

WHEREAS, at a regular meeting on October 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4612-2022 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 14th day of November, 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: 22-554

Agenda Date: 11/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5H.

Approve Minutes of October 24, 2022



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, October 24, 2022

6:00 PM

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

New employees were introduced to Council by Public Works Director Smith, Sergeant Shaw, City Clerk Lemos, Mayor Norvell and City Manager Ducey.

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

- (1) Jay McMartin-Rosenquist, Judy Valadao, Mary Rose Kaczorowski.
- (2) None.
- (3) Annemarie Weibel comment on Item 9C; Jay McMartin-Rosenquist commented on Item 9A.

3. STAFF COMMENTS

City Clerk Lemos introduced the new searchable Public Records Archive. City Manager Ducey reported that Assistant City Manager McCormick is taking over direction of the Planning and Community Development Department. She announced that Magic Market will take place on Saturday, October 29 at 11:00 AM and the Trunk or Treat event will be held on Halloween from

5:30 to 7:30 PM.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters spoke on Trunk or Treat and the tire amnesty event. Councilmember Albin-Smith commented on the Magic Market and an ocean science and technology park she visited in Hawaii recently. Vice Mayor Morsell-Haye noted that the six recommendations from the Citizens Commission will come forward to Council on November 14. Mayor Norvell reported that the City and County are working on the Emergency Weather Shelter program for this winter.

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: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

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

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4611-2022

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

This Scope of Work was approved on the Consent Calendar.

- 5C. [22-539](#)** 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 4612-2022

- 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

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4613-2022

- 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.

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4614-2022

- 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

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4615-2022

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

These Committee Minutes were received and filed on the Consent Calendar.

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

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

Vice Mayor Morsell-Haye disclosed that she had conversations with the owner of Cold Creek Compost.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

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

City Councilmembers interviewed all five applicants, asking them questions such as whether they attended Noyo Harbor District meetings, their involvement in the community, and what topics they thought the Commission should focus on.

Public Comment was received from Annemarie Weibel and Jay McMartin-Rosenquist.

Discussion: All Councilmembers acknowledged the quality of the applicants. The ad hoc committee recommended appointment of Grant Downie.

A motion was made by Councilmember Peters, seconded by Mayor Norvell, to appoint Grant Downie for Noyo Harbor Commissioner. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 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

Mayor Norvell announced that he would move Item 8C before 8B.

Public Works Director Smith presented the staff report on this agenda item. Staff recommended approval of the increase to keep the local composting services. Martin Mileck of Cold Creek Compost also spoke to the Council, stating that the City has enjoyed the lowest tipping fees in the state.

Public Comment: None.

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

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4616-2022

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

Public Works Director Smith summarized the staff report for this agenda item.

Public Comment was received from Debra Bieber, Debra Wagner, Andrea Parker, Julia Carson, Gregory Menken, Scott Herbert, Malia Elsner, John Shafer, Teresa Estep, Julie Lanser, Beth Schreiber, Christina Tyre, Eric Banks, Bob Silva, Kathy Silva, Mary Rose Kaczorowski, Jeff Jensen, Joel Johnson.

Mayor Norvell recessed the meeting at 8:26 PM; the meeting reconvened at 8:38 PM.

Discussion/Direction: After much discussion, the Council directed that in the long term, the courts at Bainbridge Park would be left as is, with the west court being for tennis only and the east court sharing tennis and pickleball; Public Works staff were directed to add another gate to the area and look into a barrier or netting between courts. The City will move forward with the middle school project. In the short term, the Mayor appointed an ad hoc committee consisting of Councilmembers Albin-Smith and Peters to meet with both tennis and pickleball players to develop some rules that the City does not have to police. The City will provide a sign with the rules/etiquette that the ad hoc committee comes up with. The committee will be in effect for a period of six weeks.

This matter was referred to staff and the ad hoc committee.

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

Public Works Director Smith gave the staff report on this agenda item.

Public Comments: None.

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

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4617-2022

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)

Chief Cervenka presented the staff report on this agenda item.

Public Comment: None.

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

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4618-2022

9. CLOSED SESSION

Mayor Norvell recessed the meeting at 9:45 PM; the meeting reconvened to Closed Session at 9:51 PM.

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; 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

9C. [22-546](#) 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

Mayor Norvell reconvened the meeting to Open Session at 10:55 PM and reported that approval was given to initiate litigation, one case. The defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 10:55 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: 22-561

Agenda Date: 11/14/2022

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report and Approve Strategy to Implement the Recommendations from the Citizens Commission



AGENCY: City Council
MEETING DATE: November 14, 2022
DEPARTMENT: Administration
PRESENTED BY: P.Ducey/C. Munoz
EMAIL ADDRESS: pducey@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Approve Strategy to Implement the Recommendations of the Citizens Commission

ISSUE:

On June 22, 2020, the City Council discussed a potential ballot measure for voters to decide whether a name change for the City of Fort Bragg is supported by our residents. City Council directed that more comprehensive conversations were needed and appointed Vice Mayor Norvell and Councilmember Morsell-Haye to an ad hoc committee whose purpose was to create a Citizens Commission, which would provide the best path forward to explore a name change and to address the deeper systemic issue of racism.

On August 10, 2020, at a regular City Council meeting, the ad hoc committee reported back on their scope of work and strategy of identifying residents that represented a comprehensive range of community perspectives to join the Citizens Commission. The Commission met for over 18 months, completing over 60 hours of meetings. In addition, they solicited community feedback in a bilingual questionnaire that received 1,649 responses.

The Commission's final report was reviewed by City Council on January 24, 2022. The Citizens Commission presented their recommendations out of the unifying ideas they had, and unanimously supported six recommendations. City Council supported all Commission recommendations at that meeting. To realize these goals, staff has been tasked with providing a strategy to implement the following recommendations.

Citizens Commission Recommendations

1. Create a City policy to prioritize Land Back to local coastal tribes
2. Formalize an official agreement to work with local coastal tribes similar to the agreement made in Albuquerque, New Mexico, in recognition of the tribe's sovereignty and continued stewardship of this land
3. Support the creation of a cultural center
4. Appoint a local history working group
5. Appoint a City Council Ad Hoc Committee to facilitate discussion with the school district and local tribes to support the schools in presenting a more complete and inclusive history of the local area
6. Support an outdoor event, a North Coast Community Day to encourage the local arts, sciences, and culture/economy and to showcase our diverse community and encourage a robust economy

AGENDA ITEM NO. 8A

The Citizens Commission worked very diligently to bring forth these recommendations that will now require strategic planning efforts and funding to complete.

ANALYSIS:

Staff recommends that the City implement the recommendations via two parallel strategic paths. The first step would be to initiate government-to-government consultations with the Sherwood Valley Band of Pomo Indians and other local coastal tribes. The City will also invite other organizations, including the Fort Bragg Unified School District, to be a party to all discussions and negotiations as well as any formal agreement that is executed. This path to identify and seek input from the appropriate governing entities will ensure that the City is taking meaningful and appropriate steps that will align with the intentions of the Citizens Commission.

Acknowledging the City needs the local coastal tribes to be a part of efforts from the beginning is establishing genuine good faith determinations and recognizing that all these efforts need to be culturally appropriate. The acts of attempted genocide done to the local coastal tribes at the inception of the City's history cannot be forgotten. Recognizing tribal sovereignty with a formal agreement will solidify the progress and intention to be an inclusive community. Aligning with these efforts, the City will also prioritize a Land Back policy and will work with the local coastal tribes to create it. This understanding will be an example of tribal advocacy and lead to more engagement and collaboration from the coastal tribes, which will lead to working together and supporting the Citizens Commission recommendations.

A written agreement which includes the School District will facilitate deeper discussions with tribal representatives and focus priorities to develop accurate local tribal history education in our school district. Governor Newsom recently signed into law AB 1703, the California Indian Education Act, which will enable tribal groups to establish their own California American Indian Education Centers. These centers will assist and encourage school districts, county offices of education, and charter schools to form a California Indian Education Task Force with local tribes in the region to discuss issues of mutual concern and develop model curricula related to Native American studies. It is important to solidify a committee that will curate and prioritize educating the youth of Fort Bragg regarding the indigenous communities that are still here today and also to acknowledge the legacy that colonialism has had on Fort Bragg.

Through this strategy, the City will fulfill three recommendations from the Citizen's Committee:

- Create a City policy to prioritize Land Back to local coastal tribes
- Formalize an official agreement to work with local coastal tribes similar to the agreement made in Albuquerque, New Mexico, in recognition of the tribe's sovereignty and continued stewardship of this land
- Appoint a City Council Ad Hoc Committee to facilitate discussion with the school district and local tribes to support the schools in presenting a more complete and inclusive history of the local area

A parallel strategy to fulfill another Commission recommendation is to establish a local working history group. The structure of the working history group can be a companion to the existing Historical Society and be housed at the Guest House Museum. City staff will research grant opportunities to facilitate funding the group's activities. These discussions can lead to the healing of the loss of identity in the community after the close of the Mill Site. The working group can coordinate multicultural events that are inclusive of the community. The group can also organize with the Visit Fort Bragg committee to sponsor an outdoor event during the late summer.

The Citizens Commission recommended a North Coast Community Day. This would be a way to showcase the diverse community and encourage the robust economy of Fort Bragg. The Visit Fort Bragg committee would be an excellent partnership for this event, which could also fundraise for the potential cultural center that would highlight, honor, and educate those who existed pre-contact and honor the many cultures that exist in Fort Bragg and around the world today. The funding of this space would require a significant dollar amount and require long-term planning.

This strategic path will fulfill the remaining Commission recommendations:

- Appoint a local history working group
- Support an outdoor event, a North Coast Community Day, to encourage the local arts, sciences, and culture/economy and to showcase our diverse community and encourage a robust economy
- Support the creation of a cultural center

A proactive step that the City has already done is the passing of Resolution 4305-2020, which changed the second Monday in October to Indigenous Peoples' Day. This decision to change the name of the former Columbus Day represents an active approach and demonstrates the integrity of the City Council. This action is just the beginning of how the City Council can take on the recommendations from the Citizens Commission and implement them.

RECOMMENDED ACTION:

Approve strategic path to implement the six Commission recommendations:

Path 1:

- Create a City policy to prioritize Land Back to local coastal tribes
- Formalize an official agreement to work with local coastal tribes similar to the agreement made in Albuquerque, New Mexico, in recognition of the tribe's sovereignty and continued stewardship of this land
- Appoint a City Council Ad Hoc Committee to facilitate discussion with the school district and local tribes to support the schools in presenting a more complete and inclusive history of the local area

Path 2:

- Appoint a local history working group
- Support an outdoor event, a North Coast Community Day, to encourage the local arts, sciences, and culture/economy and to showcase our diverse community and encourage a robust economy

- Support the creation of a cultural center

ALTERNATIVE ACTION(S):

City Council may provide alternative actions.

FISCAL IMPACT:

City staff will research local grants to identify funding for these activities, including the cost of signage, commemorative plaques, and leading community forums on diversity. The Visit Fort Bragg Committee can help pay for the costs of organizing and hosting the North Coast Community Day.

GREENHOUSE GAS EMISSIONS IMPACT:

None.

CONSISTENCY:

None.

IMPLEMENTATION/TIMEFRAMES:

None.

ATTACHMENTS:

None.

NOTIFICATION:

The Citizens Commission Members

Fort Bragg Citizen Commission

November 14, 2022

Background

June 22, 2020

City Council
discussed potential
ballot measure

August 10, 2022

Ad Hoc Committee
reported to City Council
scope of work and strategy

09/22/2020

thru

01/24/2022

Fort Bragg Citizens'
Commission met for 18
months

January 24, 2022

Fort Bragg Citizens'
Commission report
presented to City
Council

November 14, 2022

Strategy to implement
recommendations

Fort Bragg Citizens' Commission

Recommendations

1. Create a City policy to prioritize *Land Back* to local coastal tribes
2. Formalize an official agreement to work with local coastal tribes
3. Support the creation of a cultural center
4. Appoint a local history working group
5. Appoint a City Council Ad Hoc Committee to facilitate discussion with the school district and local tribes to support the schools
6. Support an outdoor event, North Coast Community Day to encourage local arts, science, and culture/economy

Strategic Plan

To implement the recommendations

Two Strategic Paths

Negotiate a Memorandum of Understanding Between Local Tribes, and City of Fort Bragg, & Fort Bragg Unified School District



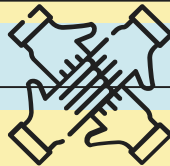
Executed MOU

Promote and Encourage Knowledge of Fort Bragg's Historical Events and Ethnic Heritage



Cultural Awareness and Events

Memorandum of Understanding (MOU)
Coastal Tribes
City of Fort Bragg
Fort Bragg Unified School District



Parallel Plan #1

Negotiations to identify
critical policy issues
including Land Back and
school curriculum

Approved Memorandum
of Understanding and
begin implementation

Initiate discussions
between tribes, City and
School District

Delineate roles and
responsibilities for each
group – FBUSD
implements the school
curriculum

Parallel Plan#2

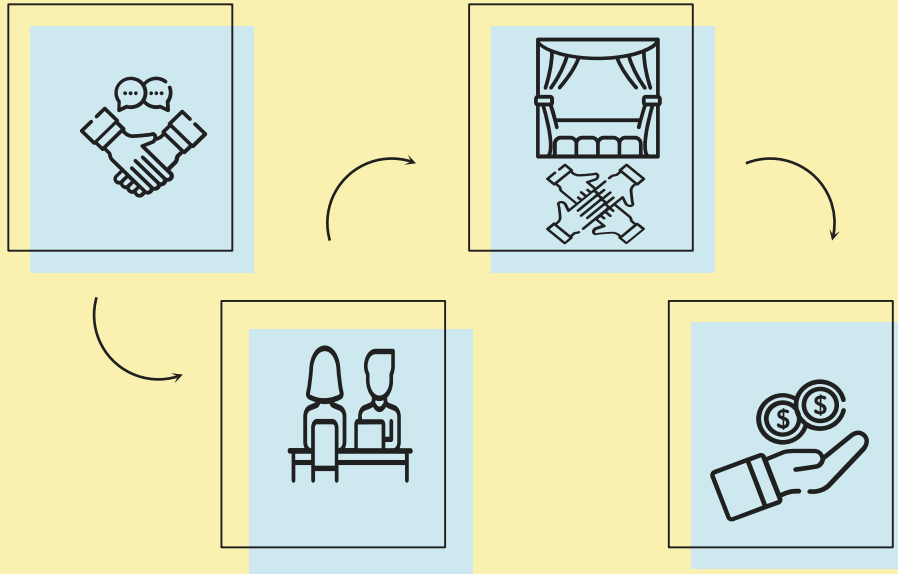
Creation of Local Working History Group

- Coordinate with the Historical Society to integrate local working group activities into current historical work
- Meeting space
- Grant funding for historical plaques, trails, and other informational materials

Organize a “North Coast Day”

- Coordinate with Visit Fort Bragg for an inclusive and diverse community event on the coastal trail
- Kick-off fundraiser for the Cultural Center
- Identify grants to fund Cultural Center

Parallels #2



Thank you!

**Questions or
Comments**



City of Fort Bragg

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

File Number: 22-559

Agenda Date: 11/14/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

Receive Report, Take Public Comment, and Consider Adoption of City Council Resolution Approving Application for Funding and Execution of Agreement and Any Amendments Thereto from the 2022 Notice of Funding Availability for the Permanent Local Housing Allocation (PLHA) Formula Component Grant Program and Adopting the PLHA Plan



AGENCY: City Council
MEETING DATE: November 14, 2022
DEPARTMENT: Administration
PRESENTED BY: S. McCormick
EMAIL ADDRESS: smccormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:
Receive Report, Take Public Comment, and Consider Adoption of City Council Resolution Approving Application for Funding and Execution of Agreement and Any Amendments Thereto from the 2022 Notice of Funding Availability for the Permanent Local Housing Allocation (PLHA) Formula Component Grant Program and Adopting the PLHA Plan

ISSUE:
 On October 11, 2022, City Council directed staff to prepare an application for the Permanent Local Housing Allocation (PLHA) Formula Component grant program, administered by the California State Department of Housing and Community Development (HCD). The application deadline is November 31, 2022. In order to apply, Council must adopt a five-year plan allocating PLHA funds to eligible activities in support of affordable housing programs and projects.

If awarded PLHA funding under the 2022 Notice of Funding Availability (NOFA), the City will be able to apply with a streamlined application for calendar years 2022 and 2023. The table below lists the allocations available to the City under this NOFA:

Calendar Year Funds	Formula Allocation Amount	Allowable Local Admin	Expenditure Deadline
2019	\$106,856	\$5,343	4/30/2024
2020	\$163,507	\$8,175	4/30/2025
2021	\$142,814	\$7,141	4/30/2026
2022	TBD	TBD	4/30/2027
2023	TBD	TBD	4/30/2028

ANALYSIS:
 Based on Council direction after discussion of eligible projects, staff has prepared a five-year plan included as Attachment 3, **Exhibit B – PLHA Five-Year Plan**.

RECOMMENDED ACTION:
 Receive PLHA Five-Year Plan, take public comment and adopt a resolution approving application for grant funding, execution of agreement, and any amendments thereto from the 2022 NOFA for the PLHA Formula Component grant program and adopting the PLHA plan.

ALTERNATIVE ACTION(S):

No Action. Under this alternative, the City would not submit a 2022 PLHA Formula Component application and the 2019 funds allocated to the City would be reallocated to other programs by HCD.

FISCAL IMPACT:

There will be no impact to the General Fund.

GREENHOUSE GAS EMISSIONS IMPACT:

Greenhouse gas emissions will be evaluated per project, as applicable.

CONSISTENCY:

Pursuing funding in support of housing development aligns with Council Goals and Priorities:

Goal: 200 Units of Housing in the next 5 years by pursuing public/private partnership; **funding** for developers; updating local plan to make more attractive; **pursue tax credits and grants**; and look at density.

Goal: Pursue Community Land Trust/JPA/Housing Authority through Joint Power Authority (JPA) with other cities or county; **incubator program for nonprofit land trust; and research funding mechanisms.**

IMPLEMENTATION/TIMEFRAMES:

If the grant application is approved by City Council, and after any public input, staff will complete and submit the application by the November 31, 2022 submission date. As outlined in the NOFA, awards are expected to be announced by February 2023. Following execution of a standard agreement, staff will begin implementation.

ATTACHMENTS:

1. Resolution Approving Application and Adopting PLHA Plan
2. Exhibit A – PLHA Required Resolution Format
3. Exhibit B – Five-Year PLHA Plan
4. Public Review Notice

NOTIFICATION:

1. “Notify Me” Subscriber List: Affordable Housing
2. Housing Mendocino Coast Board of Directors

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING APPLICATION FOR FUNDING, EXECUTION OF AGREEMENT
AND ANY AMENDMENTS THERETO FOR THE 2022 PERMANENT LOCAL
HOUSING ALLOCATION (PLHA) FORMULA COMPONENT GRANT
PROGRAM AND ADOPTING THE PLHA PLAN**

WHEREAS, the California State Department of Housing and Community Development (HCD) administers the Permanent Local Housing Allocation (PLHA) grant program utilizing funding from the Building Homes and Jobs Trust Fund pursuant to Senate Bill 2 (SB2); and

WHEREAS, under the PLHA Formula Component funding opportunity, the City of Fort Bragg is eligible to apply for funding in an amount not to exceed \$641,136.00, based on a five-year estimate of the PLHA allocations for calendar years 2019-2023; and

WHEREAS, HCD requires that the City submit a five-year plan stating which eligible programs and projects PLHA funds will be used for and allocating a percentage of PLHA funds to each project and program; and

WHEREAS, at the City Council meeting held on October 11, 2022, the Fort Bragg City Council discussed eligible projects and programs and directed staff to prepare a five-year plan for inclusion in the application; and

WHEREAS, the public was notified of a public comment period opening November 4, 2022 through November 14, 2022, thereby meeting the public notice and public input requirements as set by HCD; and

WHEREAS, HCD/PLHA requires that the governing body of the grantee adopt a resolution authorizing the application and adopting the PLHA plan using the resolution template approved by HCD, included herein as Exhibit A; and

WHEREAS, the five-year PLHA Plan is included herein as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the submission of an application, execution of agreement, and any amendments thereto for the 2022 Notice of Funding Availability (NOFA) for PLHA Formula Component grant funding and adopts the five-year PLHA Plan.

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 14th day of November, 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

AUTHORIZING RESOLUTION OF _____

**AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

_____ of the
_____ of
_____ hereby consents to, adopts, and ratifies
the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS _____ is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA _____ in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. **If applicable:** Applicant certifies that it was delegated by _____ to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. _____ is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the _____ this
_____ day of, _____ 2022, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Signature of Approving Officer: _____

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of _____ does hereby attest and certify that the _____ Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the _____ which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Signature of Attesting Officer



Permanent Local Housing Allocation Program

5-YEAR PLAN (2019-2023)

City of Fort Bragg | 416 N Franklin Street, Fort Bragg CA | 707-961-2827



*Craftsman Cottage (above) developed for the City's
Free Accessory Dwelling Unit Plan Program*

Public Review

The public comment period regarding the City’s PLHA 5-Year Plan opens on November 4, 2022 and will conclude on November 14, 2022 prior to review by City Council at their regularly scheduled meeting held on November 14, 2022 at 6:00 PM in Town Hall, located at 363 N Main Street. Residents are encouraged to submit comments by one of the following methods:

By Mail:

City of Fort Bragg
ATT: PLHA Funding
416 N Franklin Street
Fort Bragg, CA 95437

By Email:

jlemos@fortbragg.com

Please include “PLHA Comments” in the subject line

In Person:

Prior to City Council meeting, public comments can be made directly to the Community Development Department counter located on the first floor in City Hall, located at 416 N Franklin Street in Fort Bragg, CA.

Residents are also invited to provide comments during the November 14, 2022 City Council meeting. Participation instructions will be posted with the agenda. Additional accommodations are offered by request to the office of the City Clerk at 707-961-2694 or by emailing jlemos@fortbragg.com.

Background

As part of a 15-bill housing package signed by Governor Brown in 2017, the Building Homes and Jobs Act (SB 2, 2017) established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Effective 2019, 70% of the revenues collected by the fee are allocated to administer locally affordable housing through the Permanent Local Housing Allocation (PLHA) program.

The goal of the PLHA program is to help cities and counties prioritize investments that increase the supply of housing for households earning up to 120% of the area median income. In order to avoid amending the Standard Agreement each year, and to expedite disbursement of PLHA funds, a five-year estimate of PLHA funds has been identified. The City’s estimated PLHA program allocation is \$641,136. That said, as the housing market cools and interest rates rise, the actual amounts will likely be lower.

The City of Fort Bragg is currently eligible to apply for formula grant allocations from calendar years 2019, 2020, and 2021. The City would then apply with a streamlined application for calendar years 2022 and 2023. The table below lists the allocations available to the City under the current Notice of Funding Availability (NOFA):

Calendar Year Funds	Formula Allocation Amount	Allowable Local Admin	Activity Delivery	Expenditure Deadline
2019	\$106,856	\$5,343	\$101,513	4/30/2024
2020	\$163,507	\$8,175	\$155,332	4/30/2025
2021	\$142,814	\$7,141	\$135,673	4/30/2026
2022	TBD	5%	95%	4/30/2027
2023	TBD	5%	95%	4/30/2028

City Council considered PLHA funding at a public meeting held on Tuesday, October 11, 2022 and directed staff to develop a 5-year plan to support Housing Mendocino Coast (HMC) – a 501c3 community land trust recently developed and incubated by the City. At this same meeting Council also expressed support to exercise the City’s right to purchase an inclusionary housing unit that is anticipated to become available this spring. The intention is utilize PLHA funds to pay down the affordability of this housing unit, in order to make it affordable to households earning 60% area median income (AMI) and transfer stewardship of this inclusionary housing unit to HMC.

City leadership understands that land is a finite resource and that it is important to ensure that some land is preserved for workforce housing that will remain affordable in perpetuity. HMC is a 501(c)(3) charitable organization dedicated to providing home ownership and housing opportunities for households earning up to 120% AMI through legally binding land leases and ongoing stewardship.

PLHA 5-Year Plan

SECTION 302(c)(4)(A): Describe the manner in which allocated funds will be used for eligible activities.

The City plans to use funds for the following activities: the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of the area median income.

SECTION 302(c)(4)(B): Provide a description of the way the local government will prioritize investments that increase the supply of housing for households with incomes at or below 60% of the area median income.

Local governments have a responsibility to ensure residents have access to safe, decent and affordable housing. The Housing Element of the City’s General Plan is a statement of Fort Bragg’s vision to address existing and future housing needs of the community, and the 2019 update included many innovative ideas from community members, non-profit managers, business owners, contractors, real estate agents, City staff and decision makers. Everything from removing regulatory or fiscal barriers, to forming deeper collaborations to address our most difficult housing challenges. One particularly forward-looking program involves establishing a community land trust to provide home ownership and housing opportunities for very-low-to-moderate income households.

Funding allocated by the State of California through Senate Bill 2 (SB-2), Local, and Regional Early Action Planning (LEAP/REAP) grants were dedicated to initiate and incubate a community land trust focused on housing opportunities for households earning up to 120% AMI – Housing Mendocino Coast (HMC). PLHA funds will be allocated to implement this charitable organization; developing organizational capacity to deliver HMC’s mission.

SECTION 302(c)(4)(C): Provide a description of how the plan is consistent with the programs set forth in the local governments housing element.

The City’s Housing Element (2019-2027) serves as the blue print for City actions with regard to addressing existing and future housing needs for all social/economic segments that make up our community. The proposed PLHA 5-Year Plan is consistent with numerous goals, policies and programs that focus on housing specifically for very-low-to-moderate income households, including, but not limited to:

Goal H-2 Expand affordable housing opportunities for persons with special housing needs such as the elderly, the disabled, households with very low to moderate incomes, and first time home buyers.

Policy H-2.4 Increase Affordable Housing Development: Encourage the construction of housing units which are affordable to households with very low to moderate incomes.

Program H-2.4.1 Inclusionary Housing Ordinance: Continue to implement the City’s Inclusionary Housing Ordinance. Monitor the Inclusionary Housing Ordinance to determine if it constrains new housing development and if it does, take action to mitigate the constraint on new housing development.

Program H-2.4.4 Consider Community Land Trust: Complete research regarding Community Land Trust and consider working with community partners to establish a Community Land Trust that serves Fort Bragg.

Policy H-2.9 First Time Home Buyers: Encourage affordable housing for first time home buyers.

Program H-2.9.1 First Time Home Buyers: Consider whether to require, through the inclusionary housing ordinance, the provision of housing units affordable to first time home buyers who qualify for affordable housing.

Goal H-1: Provide a range of housing, including single-family homes, townhouses, apartments, and other housing types to meet the housing needs of all economic segments of the community.

Policy: H-1.7 Workforce Housing: Encourage multi-unit housing developments in order to encourage market rate rental housing, affordable housing and lower cost ownership opportunities such as townhomes and condominiums.

Program H-1.7.8: Workforce Housing in Mixed-Use Zoning. Continue to allow workforce housing in all zoning districts that allow mixed-use development.

Certifications

The City will record with a deed restriction all property for housing units that are acquired, constructed, or rehabilitated using PLHA funds.

Reporting

The City will provide an annual report of uses and expenditures of any allocated PLHA funds every July 31st to California's Department of Housing and Community Development's grant management division according to their specifications.

Activity 1: Inclusionary Housing Unit

SECTION 302(c)(4)(E)(i): Provide a detailed and complete description of how allocated funds will be used for proposed housing activity.

The owner of an inclusionary housing unit intends to sell their home in March 2023. The City of Fort Bragg wishes to exercise its first right of refusal with the intention of transferring the property to a recently formed community land trust, initiated and incubated by the City – Housing Mendocino Coast (HMC). Funds would be utilized to pay down the affordability of this home (currently priced at 120% AMI) in order to provide this housing unit to a household earning 60% AMI. The current resale price is \$138,162, and in order to make this unit affordable to a household earning 60% AMI, \$78,161 is needed to close the gap.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Affordable Housing Activity	Ownership Acquisition	-	-	-	-
Percentage of Funds Allocated for Housing Activity	77%	-	-	-	-
Area Median Income Served	60%	-	-	-	-
Unmet Share of RHNA at Area Median Income Level	0 RHNA: 31 units City: 43 units	-	-		
Projected Number of Households Served	1	Considering a 75-year life for the structure, and given the understanding that the average length of time individual households occupy a CLT home is 8-years, this single housing unit is projected to serve 10 households. The land underneath would be deed restricted for workforce housing (up to 120% AMI) in perpetuity.			
Period of Affordability for the Proposed Activity	99-years				

SECTION 302(c)(4)(E)(iii): A description of major steps/actions and a proposed schedule for the implementation and completion of each housing project.

The current owner of the subject inclusionary housing unit would provide City with written Notice of Intent to Transfer. The City will then provide a City Response Notice exercising its Purchase Option. PLHA funds would be utilized to pay down the affordability of the unit from 120% AMI to 60% AMI. City staff would assist/train Housing Mendocino Coast to identify an eligible qualified buyer, and the new homeowner would enter into a legally binding ground lease. The City transfer of land to HMC and the housing unit sale to HMC homeowner would happen concurrently through a double escrow.

Percentage of funds allocated for affordable owner-occupied workforce housing: 100%

Activity 2: Housing Mendocino Coast

SECTION 302(c)(4)(E)(i): Provide a detailed and complete description of how allocated funds will be used for proposed housing activity.

The City of Fort Bragg dedicated planning funds provided by the State of California through SB-2, Local Early Action Planning, and Regional Early Action Planning grant programs to implement a community land trust – Housing Mendocino Coast (HMC). To date, the organization has formed a Board of Directors, which has adopted Bylaws, Conflict of Interest policies, Records Retention policies and Whistleblower policies. The State of California has certified HMC Articles of Incorporation, and the United States Internal Revenue Service has determined HMC is exempt from federal income tax.

Successful administration of a housing program such as HMC requires close and frequent attention in many forms: scouting sites for projects; developing buildout strategy; pulling together funding; managing entitlements; construction or rehabilitation activities; qualifying applicants to meet eligibility criteria; educating first time homebuyers; assisting in mortgage financing and protecting from predatory lenders; preparing legal documents; working closely with local officials, staff, residents, employers and attorneys.

PLHA funds would be utilized to truly implement this new organization by funding the creation of website, outreach materials, marketing campaign, Board member and volunteer training, and to identify and develop housing projects. The first housing unit would be the inclusionary housing unit described in Activity #1. Another project is already in the works, as United States Congressman Jared Huffman selected HMC for federally earmarked funds. While it's not clear the 117th Congress will successfully complete the appropriations process this year, our fingers are crossed that HMC will receive \$875,000 to acquire a 3-acre parcel designated Very High Density Residential Zoning. HMC is also in active communication with Mendocino-Lake Community College District, Fort Bragg Unified School District and a couple large employers interested in partnering with HMC for employee housing.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Affordable Housing Activity	Ownership Acquisition	Ownership Predevelopment	Ownership Acquisition / Rehab / Preservation	Ownership Acquisition / Rehab / Preservation	Ownership Acquisition / Rehab / Preservation
Percentage of Funds Allocated for Housing Activity	18%	95%	95%	95%	95%
Area Median Income Served	60%	50% - 120%	50% - 120%	50% - 120%	50% - 120%
Unmet Share of RHNA at Area Median Income Level	0 RHNA Satisfied	60 RHNA: 137 Unmet Share: 87	60 RHNA: 137 Unmet Share: 89		
Projected Number of Households Served	1 (10 over lifetime)*	1 (10 over lifetime)*	1 (10 over lifetime)*	1 (10 over lifetime)*	1 (10 over lifetime)*
Period of Affordability for the Proposed Activity	99-years	99-years	99-years	99-years	99-years

SECTION 302(c)(4)(E)(iii): A description of major steps/actions and a proposed schedule for the implementation and completion of each housing project.

2019 PLHA funds would be utilized to develop agreement between the City of Fort Bragg and Housing Mendocino Coast to provide stewardship to City inclusionary housing unit. Develop outreach and education materials, identify a qualified and eligible homeowner, and assist homeowner throughout the process, providing ongoing stewardship to ensure success.

2020 PLHA funds would be focused on developing organizational capacity within HMC – Board and volunteer training, outreach, marketing, publicity, all around community education to garner awareness of the community land trust model, and HMC specifically.

2021 – 2023 PLHA funds would result in development of additional housing opportunities, identified through the 2020 predevelopment efforts. This could take shape in many forms, from preservation, rehabilitation, acquisition, and new construction. There might be donations, grant opportunities, and federal earmark funds to leverage.

Percentage of funds allocated for affordable owner-occupied workforce housing: 100%



CITY OF FORT BRAGG

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

NOTICE OF PUBLIC REVIEW PERIOD **Permanent Local Housing Allocation Five-Year Plan (2019-2023)**

The public comment period regarding the City's Permanent Local Housing Allocation (PLHA) 5-Year Plan opens on November 4, 2022 and will conclude on November 14, 2022 prior to review by City Council at their regularly scheduled meeting held on November 14, 2022 at 6:00 PM in Town Hall, located at 363 N Main Street. Residents are encouraged to submit comments by one of the following methods:

By Mail:

City of Fort Bragg
ATT: PLHA Funding
416 N Franklin Street, Fort Bragg, CA 95437

By Email:

jlemos@fortbragg.com
Please include "PLHA Comments" in the subject line

In Person:

Prior to City Council meeting, public comments can be made directly to staff at the Community Development Department counter located on the first floor in City Hall, located at 416 N Franklin Street in Fort Bragg, CA.

Residents are also invited to provide comments during the November 14, 2022 City Council meeting. Participation instructions will be posted with the agenda. Additional accommodations are offered by request to the office of the City Clerk at 707-961-2694 or by emailing jlemos@fortbragg.com.



City of Fort Bragg

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

Text File

File Number: 22-558

Agenda Date: 11/14/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-07 and Awarding Professional Services Agreement to Lechowicz & Tseng for the Preparation of an Impact Fee Nexus Study and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$59,985; Account No. 610-4612-0319 & 710-4712-0319)



AGENCY: City Council
MEETING DATE: November 14, 2022
DEPARTMENT: Public Works
PRESENTED BY: Chantell O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-07 and Awarding Professional Services Agreement to Lechowicz & Tseng for the Preparation of an Impact Fee Nexus Study and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$59,985; Account No. 610-4612-0319 & 710-4712-0319)

ISSUE:

On September 12, 2022, City Council reviewed and approved the Request for Proposals (RFP) for the preparation of an Impact Fee Study. This RFP commenced in response to the recent fee schedule update when staff learned about the passage of Assembly Bill (AB) 602, which created some new requirements for passing changes to impact fees for water, sewer, and storm drains. To ensure these fees remain consistent with the goal that fees for City services are sufficient to fully recover the cost of providing these services, staff recommended that a new nexus study be performed.

On October 20, 2022, the City received three proposals for completing the Nexus study. The Public Works Department reviewed the proposals and recommended that Lechowicz & Tseng be selected as the firm for the project.

ANALYSIS:

All three proposals were timely and all firms were well qualified to complete this study. Staff feels strongly that Lechowicz & Tseng is well qualified to perform the work, their proposal was well organized, provided a concise timeline, and they were diligent in corresponding with staff through the pre-proposal solicitation phase, asking questions and ensuring delivery of their proposal. Lechowicz & Tseng's proposal was the lowest cost, they have experience working with small cities like ours, and their references gave great reviews about their work and future networking potential.

AB 602 went into effect in January 2022, and this study was not included in the FY 2022/2023 budget. Attached to this report and Resolution is a budget amendment to utilize money from the water and wastewater enterprise to cover the cost of the study.

RECOMMENDED ACTION:

Adopt a resolution approving Budget Amendment 2022/23-07 and awarding a Professional Services Agreement to Lechowicz & Tseng for the preparation of an Impact Fee Nexus Study and authorize the City Manager to execute the contract.

ALTERNATIVE ACTION(S):

1. Adopt a resolution approving a Professional Services Agreement with an alternate firm.

2. Reject all proposals and solicit a new Request for Proposals (RFPs).

FISCAL IMPACT:

The proposed budget amendment is for \$59,985 and utilizes money from the water and sewer enterprises, which have sufficient funds to cover the costs.

GREENHOUSE GAS EMISSIONS IMPACT:

N/A

CONSISTENCY:

The goal of this study is to ensure consistency with AB 602 in order to propose modifications to capital impact fees. The study will analyze the cost of service and demand to calculate fees that ensure the City has a policy where “growth pays its own way” and shifts the burden of funding infrastructure expansion away from existing rate payers and taxpayers.

IMPLEMENTATION/TIMEFRAMES:

The professional services agreement will be signed and go into effect after adoption of the resolution and approval of the budget amendment. The study will be prepared over the next 20-26 weeks and includes a presentation to City Council with recommendations and findings in late Spring 2023.

ATTACHMENTS:

1. Resolution to Approve Professional Services Agreement and Budget Amendment
2. RFP Response List
3. Professional Services Agreement with Lechowicz & Tseng
4. Budget Amendment

NOTIFICATION:

1. DTA, Project Contact - Kuda Wekwete
2. Willdan, Managing Principal - James Edison
3. Lechowicz & Tseng Municipal Consultants, Principal-in-Charge – Alison Lechowicz

RESOLUTION NO. ____-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2022/23-07 AND AWARDED PROFESSIONAL SERVICES AGREEMENT TO LECHOWICZ & TSENG FOR THE PREPARATION OF AN IMPACT FEE NEXUS STUDY AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$59,985; ACCOUNT NO. 610-4612-0319 & 710-4712-0319)

WHEREAS, the City of Fort Bragg released a request for proposals on September 13, 2022 seeking qualified consulting firms interested in contracting with the City of Fort Bragg to conduct an analysis of the existing Development Impact Fees and recommend updates to fees to reflect the true incremental cost of new development on City infrastructure in accordance with Assembly Bill (AB) 602; and

WHEREAS, the City received three (3) proposals from qualified firms which included proposals from Willdan Financial Services in the amount of \$84,840, DTA in the amount of \$63,200, and Lechowicz & Tseng in the amount of \$59,985; and

WHEREAS, staff thoroughly reviewed and evaluated each proposal; and

WHEREAS, the City has confirmed that all firms were well qualified to complete the study and meet the necessary requirements to complete the work as proposed; and

WHEREAS, based on available budget and the three submittals received, staff recommends selecting Lechowicz & Tseng for the preparation of the Fee Study in the amount of \$59,985; and

WHEREAS, funds were not previously budgeted for this study as AB 602 which requires that impact fees have a nexus study prior to adoption was enacted this year; and

WHEREAS, staff learned about these requirements when working through the fee schedule update; and

WHEREAS, in order to fund this study, Budget Amendment 2022/23-07 in the amount of \$59,985 appropriates funds from the water and wastewater enterprise accounts for this activity; and

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

1. The proposal of Lechowicz & Tseng meets the requirements of the City's request for proposals.
2. Budget Amendment 2022/23-07 will ensure sufficient funds are available to fully complete the Impact Fee Study.
3. Lechowicz & Tseng has the expertise necessary to complete the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment 2022/23-07, award Professional Services Agreement to Lechowicz & Tseng for the preparation of an Impact Fee Nexus Study, and

authorize the City Manager to execute the contract (amount Not to Exceed \$59,985; Account No 610-4612-0319 and 710-4712-0319).

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 14th day of November, 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



CITY OF FORT BRAGG
RFP OPENING
Impact Fee Nexus Study

Written proposals were due by 2:00 PM, October 20, 2022. Three (3) timely proposals were received.

	Submitted By	Projects	Staffing/Experience	Timeframe	Hourly Rates	Bid	Comments
1	DTA 2250 Hyde Street, 5 th Floor San Francisco, CA 94109 T: 800-969-4382 F: 949-480-0034 David Taussig, President/CEO David@FinanceDTA.com https://www.financedta.com/	<ul style="list-style-type: none"> Prepared 500 fee justification studies to date Involved information of over 2,000 public finance districts Prop 218 and AB 1600-compliant impact fee studies 	<ul style="list-style-type: none"> David Taussig, President, Principal-in-Charge, 45 years Kuda Wekwete, Managing Director, 17 years Steve Runk, PE, Vice President Engineering, 45 years 	26 weeks	President - \$300 Senior VP - \$275 Vice President - \$250 Managers - \$200-\$210 Associates - \$150-\$190 Researchers - \$125-\$140	\$63,200.00	No issues with insurance requirements. Requests minor changes to Sections 6.8 and 6.12 of the contract.
2	LECHOWICZ & TSENG 909 Marina Village Parkway #135 Alameda, CA 94501 T: 510-545-3182 Alison Lechowicz, Principal alison@LTmuniconsultants.com https://www.ltmuniconsultants.com/	<ul style="list-style-type: none"> Water, wastewater, sewer and fire impact fee studies for cities and districts statewide 	<ul style="list-style-type: none"> Alison Lechowicz, Lead Financial Analyst, 15 years Catherine Tseng, Peer Review, 15 years Sophia Mills, Financial Analyst 	20 weeks	Principals - \$195 Staff analysts - \$120	\$59,985.00	No issues with insurance requirements or standard contract language.
3	WILLDAN FINANCIAL SERVICES 66 Franklin Street, Suite 300 Oakland, CA 94607 T: 800-755-6864 F: 888-326-6864 Chris Fisher, Vice President James Edison, Managing Principal jedison@willdan.com https://www.willdan.com/index.aspx	<ul style="list-style-type: none"> Prepared 50 impact fee studies for California cities in the last five years 	<ul style="list-style-type: none"> James Edison, JD, MPP, Managing Principal, 25 years Carlos Villarreal, MPP, Project Manager, 16 years 	26 weeks	Group Director - \$250 Principal - \$240 Consultant - \$210 Project Mgr. - \$165-\$185 Analysts - \$100-\$135	\$84,840.00	No issues with insurance requirements or standard contract language.

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
LECHOWICZ & TSENG MUNICIPAL CONSULTANTS, LLC**

THIS AGREEMENT is made and entered into this ___ day of November, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and LECHOWICZ & TSENG MUNICIPAL CONSULTANTS, LLC, a California Limited Liability Company, 909 Marina Village Parkway #135, Alameda, California 94501 (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct an analysis of the existing City of Fort Bragg Development Impact Fees and recommend updates to fees to reflect the true incremental cost of new development on City infrastructure in accordance with AB 602, as more fully described herein; and

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

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

D. WHEREAS, the legislative body of the City on November 14, 2022 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to

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

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

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

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

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

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

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

and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Fifty-nine Thousand Nine Hundred Eighty-five Dollars (\$59,985.00)**.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **June 1, 2023**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **September 1, 2023** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary

insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **Chantell O'Neal**, Assistant Director - Engineering. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein,

any approval of City required hereunder shall mean the approval of the Project Manager.

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

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

IF TO CONSULTANT:
Alison Lechowicz
Lechowicz & Tseng
909 Marina Village Parkway #135
Alameda, CA 94501
Tel: 510-545-3182

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

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

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

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

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed

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

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and

subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy

in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

CITY

CONSULTANT

By: _____
Peggy Ducey
Its: City Manager

By:  1/8/2022
Alison Lechowicz
Its: Principal Financial Analyst

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A

E. SCOPE OF WORK

This section describes our proposed scope of work for the Impact Fee Nexus Study. Lechowicz & Tseng remains flexible to adjust our scope as appropriate to meet your needs.



Task 1
Data Gathering



Task 2
Costs & Capacity



Task 3
Administrative
Policies



Task 4
Fee Calculations



Task 5
Financial Analysis



Task 6
Reports



Task 7
Meetings &
Presentations

TASKS

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

L&T will meet with City staff for a project kickoff meeting to review study goals, milestones, identify project team members, determine roles and responsibilities, and discuss data needs.

Data Gathering

Assemble the necessary data to complete the study. Wherever possible, L&T will aggregate available information from the City's website and other public sources. The goal of this task is to understand the City's infrastructure needs, current fee structure, and available development plans. A data needs list will be provided to the City prior to the kickoff call.

Task 2 – Evaluate Costs and Capacity

Determine Levels of Service

Evaluate current and future levels of service. Level of service metrics will be determined jointly with staff and will be dependent on the type of fee desired. For example:

- Water - sustainability, water quality, % water loss
- Sewer - # of annual sewer overflows, level of treatment
- Storm Drain - # of flood events per year, stormwater reuse (if applicable)
- Fire Protection - # of firemen per capita, # of substations and response time, adequacy of equipment
- Law Enforcement - # of officers per capita, # of substations and response time, adequacy of equipment
- Traffic Circulation - congestion of arterial and side streets, safe streets upgrades
- Government - adequacy of facilities and other metrics to be determined
- Parks - acreage of parkland per capita, adequacy of facilities (community meetings spaces, swimming pools, “tiny tot” lots, etc.)

Evaluate Service Areas and Buildout Capacity

Evaluate the City’s current service areas and determine if distinct service areas require unique fees. For example, the water and sewer utilities could be divided amongst pumping zones and/or trunk lines. Fire service areas could be defined by substation. L&T will review existing master plans and development plans to establish land use projections through buildout.



Determine Value of Existing Facilities

Based on the level of service analysis, a portion of existing facilities will be assigned to future customers. L&T will use the City’s fixed asset list to create an inventory of facilities. We will determine the value of existing facilities by escalating the original cost of assets to current dollars with adjustments for grants, developer-contributed facilities, and financing expenses.

Evaluate Needs and Costs

Based on the levels of service and land use projections, L&T will evaluate facility expansion needs and expenses. We will use existing master plans and escalate project costs into current dollars. L&T will take care to fully document how the cost of facilities was determined and allocated to growth.

Task 3 – Administrative Policies

L&T will develop policies and procedures governing the administration of development impact fees. This will include the basis for fee collection (\$/parcel, \$/home, \$/square foot, etc.), number of special planning areas (if any), special conditions for fees charged at less than true cost (if applicable), frequency of fee updates, how to scale fees for unique land use types, in-lieu credits for contributed facilities, accounting policies for impact fee fund balance, and other considerations to be determined by the City.

Task 4 – Fee Methodology and Calculations

L&T will:

- Finalize the level of service analysis for each fee category
- Review fee methodologies including the buy-in method, expansion/incremental method, and others as appropriate
- Review other fee considerations such as deductions for grant or tax revenue, adjustments for developer contributed facilities, existing fee reserve balances, and future liabilities
- Calculate the potential fees assuming full cost recovery
- Revise fees as needed

Task 5 – Financial Analysis & Cash Flow

We will prepare a straightforward financial model in Excel incorporating cash flow projections and assumptions. The model will serve as a flexible tool to provide ongoing financial planning, calculate the impact fees, and allow for sensitivity analyses including various capital improvement program alternatives, system expansion, slow vs. rapid development, and funding alternatives. If debt is preferred, the cash flow model will also provide a debt coverage calculation for each year. We acknowledge that this task is iterative. Should the cash flow be untenable for the City (fees are too high or improvements are too costly), we will revise the fees and/or determine alternate funding options.



Task 6 – Reports and Model

L&T will submit a draft summary report for City review and feedback. The report will summarize findings and recommendations and discuss key alternatives when applicable. Receive input on draft report from the City's project team, the development community, and City Council, as appropriate. Prepare final reports incorporating feedback received. Our final report will describe legal requirements and industry standard practice, the City's expansion costs and cost recovery, and our project methodology and approach. The report will also include an impact fee survey comparing current and proposed fees with the fees charged by other local agencies. We will present our electronic model to staff and City Council, as needed.

Task 7 – Meetings and Presentations

L&T proposes three (3) in-person meetings and presentations for impact fee studies. One meeting could be a coordination meeting with staff or an outreach meeting with developers. Two meetings are presentations to the City Council to approve and adopt the proposed impact fees. L&T will provide draft PowerPoint files to staff for review before our presentation materials are made public. In-person

meetings will be conducted in addition to virtual meetings with staff. Additional meetings can be added for developer outreach.

DELIVERABLES

- Data needs list
- Kick off meeting
- Identification of current levels of service
- Expected future demands on infrastructure and future levels of service
- Administrative policies and procedures including policies for assessing fees for various types of multifamily customers with special consideration of accessory dwelling units
- Fee methodology options and recommended methodology
- Identification of capital improvement expenses and allocation of costs between existing and future residents
- Fee calculations at full cost recovery
- Financing alternatives including grants, loans, bonds, assessments, and community facilities districts
- Cash flow analysis
- Fee impacts and survey of comparable agencies
- Draft and final reports (printed copies as needed)
- Final electronic model and staff training
- Three (3) in-person meetings with City Council, staff, and/or the development community
- Drafts of public notices and/or educational materials



EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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

Text File

File Number: 22-550

Agenda Date: 11/14/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-05 and Authorizing City Manager to Execute Authorization for Additional Services for the Design of the Raw Water Line Replacement Project, City Project 2019-02, Increasing the Scope of the Design Contract with Coleman Engineering to include Pump Station Design and Bid and Construction Services in an Amount Not to Exceed \$109,734 (Account 651-6007-0310)



AGENCY: City Council
MEETING DATE: November 14, 2022
DEPARTMENT: Public Works
PRESENTED BY: Diane O'Connor/John Smith
EMAIL ADDRESS: doconnor@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-05 and Authorizing City Manager to Execute Authorization for Additional Services for the Design of the Raw Water Line Replacement Project, City Project 2019-02, Increasing the Scope of the Design Contract with Coleman Engineering to include Pump Station Design and Bid and Construction Services in an Amount Not to Exceed \$109,734 (Account 651-6007-0310)

ISSUE:

On January 24, 2019, the City of Fort Bragg entered into a contract in the amount of \$680,000 with Coleman Engineering to complete construction design and bid documents for the Raw Water Line Replacement Project, City Project 2019-02. The contract amount included the proposal cost of \$594,096, plus an additional \$85,904 (~14%) in contingency. The original scope of work covered design for all portions of the City's Raw Water Line, from Waterfall Gulch, Newman Gulch, and Summers Lane Reservoir, that had not been replaced prior to 1986. It was assumed that those portions that were replaced from 1986-1991 would be reliable for many years to come. It also avoided the need to work within the environmentally sensitive Noyo River flood plain and Hare Creek/Covington Gulch streambeds. In spring of 2020 it became apparent that the Hare Creek crossing had to be included, and the lining of the Noyo River crossing was added at the same time to ensure its longevity.

On November 9, 2020, Council approved an increase in the Scope of Work to include the Hare Creek and Noyo River crossings in the project, but the increase in cost of \$64,920 was absorbed in the existing contract amount with a remaining contingency of \$20,984 (~3%). Coleman Engineering has done an outstanding job of managing the budget and has already provided the preliminary 100% design plans, and the CEQA document has been adopted.

On May 9, 2022 Council approved an increase in the Scope of Work to include permitting services to facilitate acquisition of the additional state and federal permits needed for the addition of the crossings in the amount of \$81,824, for a total amount of \$740,840. The new contract amount including the remaining contingency was set at \$761,824.

Due to some site constraints in the vicinity of Newman Reservoir and the desire to avoid an exceptionally large (>62" diameter) Mendocino Cypress located near the spillway, it was determined that it would not be possible for the first 350' of the new pipeline leading from the reservoir to the water treatment plant to flow via gravity. This led to the necessity of designing a small pump station adjacent to the reservoir to pump the water to the point at

which it could then flow via gravity. Initially Coleman Engineering felt that it could be incorporated into the project without additional funding, but the City ended up selecting an alternative site after considerable work had been done, so additional funding is needed to complete the design of the pump station beyond what had originally been contracted. This funding will compensate for the additional geotechnical and survey work that was required as well as the actual pump station design. Coleman has requested funding in the amount of \$72,570 for the work associated with the pump station.

Coleman has also incurred more project management costs than anticipated due to the project taking considerably longer than projected after adding the crossings and the pump station to the overall project scope. They also revised the plans from a phased set to a complete set that can be broken up into phases for construction if needed, once we were awarded the grant funding that made it more likely to construct the project as a whole. Coleman has requested an additional \$12,584 to cover those costs.

Staff would also like to add an additional \$24,580 for bid services and construction consulting services. Because the construction will be grant funded with a short expenditure deadline, it would be very helpful to have those services available when the project goes out for bid, rather than waiting for a construction management contract to be awarded, and could potentially save both time and money if construction issues arise.

ANALYSIS:

If all three of these additions are approved, it will be an increase in the amount of \$109,734. The new project total would be \$850,574, and the new contract amount including the contingency of \$20,984 will be \$871,558. The amount requested is reasonable for the tasks that have been or will be performed. The Department of Water Resources grant funds in the amount of \$8,797,500 need to be expended by March 31, 2024, so moving the project forward in a timely fashion is critical to the construction schedule.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to execute the Authorization for Additional Services with Coleman Engineering.

ALTERNATIVE ACTION(S):

Council can provide alternative direction, and not add the additional services to the Scope of Work.

FISCAL IMPACT:

The additional cost of \$109,734 will be drawn from the Water Enterprise Fund, which is adequately funded. If approved, there will still be a remaining contingency balance of \$20,984 which is about 2.5% of the new total.

GREENHOUSE GAS EMISSIONS IMPACT:

Adding the additional services to the design contract will have no impact on greenhouse gas emissions. There may be a minor increase in greenhouse gasses associated with the addition of the pump station to the overall project, depending on the source of energy used to power the pump.

CONSISTENCY:

These additions to the Scope of Work are consistent with the goals of ensuring the reliability of the raw water system.

IMPLEMENTATION/TIMEFRAMES:

The additional services proposed have been completed or are in the process of being completed. The Department of Water Resources grant funds in the amount of \$8,797,500 awarded for project construction need to be expended by March 31, 2024, so moving the project forward in a timely fashion is critical.

ATTACHMENTS:

1. Figure 1 – Project Map
2. Resolution
3. Coleman Engineering Authorization for Additional Services #3
4. Budget Amendment 2022/23-05

NOTIFICATION:

Coleman Engineering

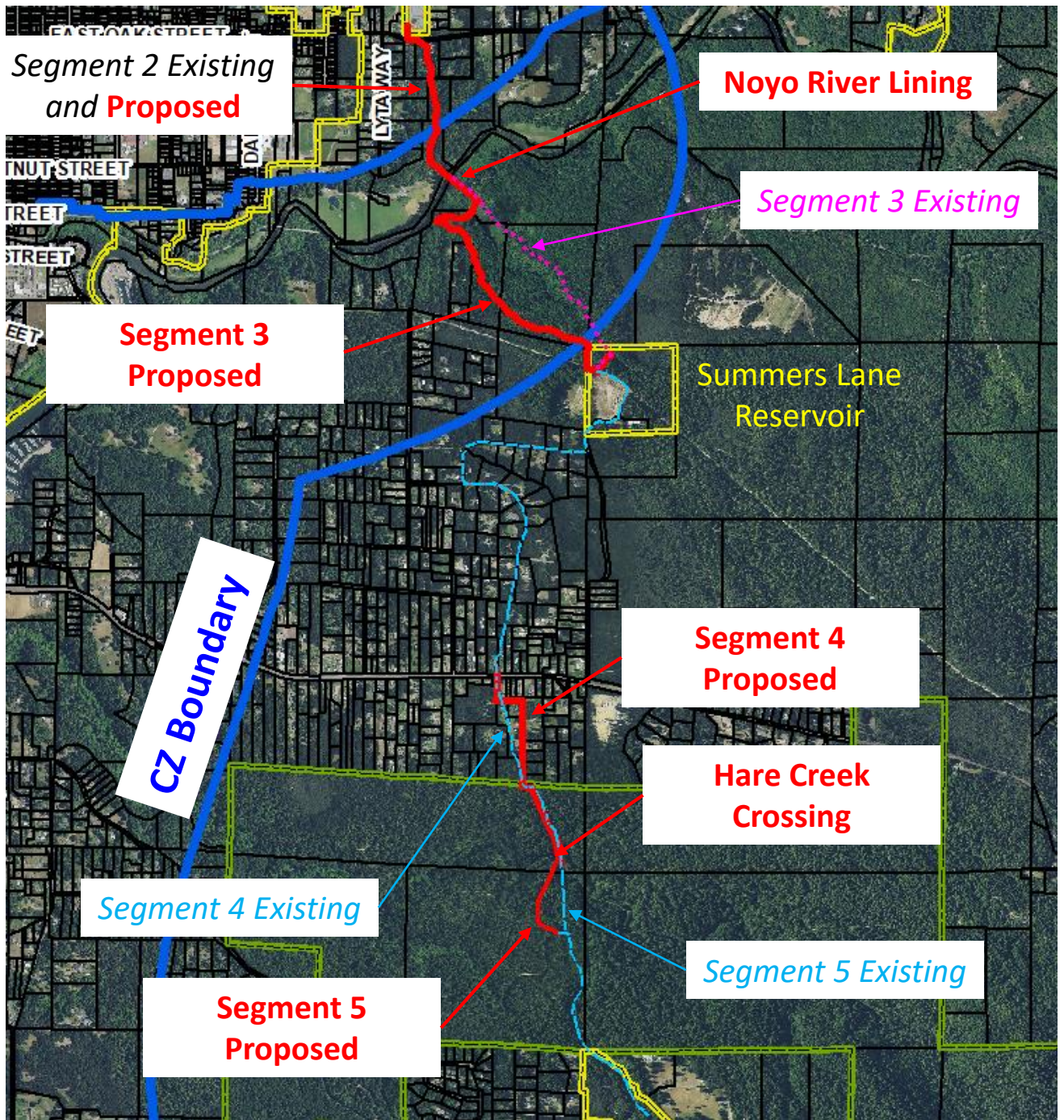


Figure 1 – Project Map

RESOLUTION NO. _____-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT NO 2022/23-05 AMENDING THE FISCAL YEAR 2022/2023 BUDGET AND AUTHORIZING CITY MANAGER TO EXECUTE THE AUTHORIZATION FOR ADDITIONAL SERVICES WITH COLEMAN ENGINEERING (AMOUNT NOT TO EXCEED \$109,734, ACCOUNT NO. 651-6007-0310)

WHEREAS, on January 24, 2019, the City of Fort Bragg entered into a contract in the amount of \$680,000 with Coleman Engineering to complete construction design and bid documents for the Raw Water Line Replacement Project (Project), which contract was renewed on June 1, 2020; and

WHEREAS, the contract amount included the original design budget of \$594,096 plus a contingency amount of \$85,904, for a total amount of \$680,000; and

WHEREAS, in May of 2020 it was recognized that a section of the Hare Creek crossing that was replaced in 1991 has been undercut, is at risk of failure, and needs to be replaced; and

WHEREAS, on November 9, 2020, City Council approved the Authorization for Additional Services No. 1 in the amount of \$64,920 to add Hare Creek crossing and Noyo River crossing to the Project, which was absorbed into the original contract amount by reducing the contingency to \$20,984; and

WHEREAS, on May 9, 2022, City Council approved the Authorization for Additional Services No. 2 in the amount of \$81,824 to add Construction Permitting Services to the Scope of Work, bringing the new budget amount to \$740,840 and the new project total to \$761,824; and

WHEREAS, site constraints in the vicinity of Newman Reservoir require the addition of a pump station to the project; and

WHEREAS, adding Bid and Construction Services to the Scope will facilitate construction; and

WHEREAS, the consultant has requested additional funds in the amount of \$109,734 to cover the design of the pump station and for other costs associated with other project changes, which will bring the new budget amount to \$850,574 and the new project total including contingency of \$20,984 to \$871,558; and

WHEREAS, adequate funding is available in the Water Enterprise Fund to cover the additional costs;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the Authorization for Additional Services for the Raw Water Line

Replacement Design Project and authorizes the City Manager to execute same (Amount Not to Exceed \$109,734).

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 14th day of November, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

Authorization for Additional Services

This Agreement is to provide additional professional engineering services for the project identified as follows:

Project Name: Raw Water Line Replacement Project
Client Project Number: 2019-02
Consultant Project Number: FTBG18-001
Additional Services #: 3
Date of Original Agreement: January 24, 2019

The Client and the Consultant are identified as follows:

CLIENT: <u>City of Fort Bragg</u>	CONSULTANT: <u>Coleman Engineering, Inc.</u>
Name: <u>Diane O'Connor</u>	Name: <u>Simon Gray</u>
Title: <u>Project Manager</u> <u>City of Fort Bragg, Public Works</u>	Title: <u>Principal</u>
Address: <u>Department, 416 N Franklin</u>	Address: <u>1223 Pleasant Grove Blvd., Suite 100</u>
City, ST, Zip: <u>Fort Bragg, CA 95437</u>	City, ST, Zip: <u>Roseville, CA 95678</u>
Phone: <u>707-961-2823 x 134</u>	Phone: <u>916-791-1188</u>
Fax: <u>-</u>	Fax: <u>-</u>
e-mail: <u>doconnor@fortbragg.com</u>	e-mail: <u>simon@coleman-eng.com</u>

The following Scope of Additional Services, Schedule, Budget, and Budget Summary are added to the existing agreement referenced above, are effective as of the date signed on the last page and are subject to all of the terms of the original agreement.

Summary of Additional Services

This Additional Services Amendment No. 3 addresses the following additional work:

- Consolidation of the individual plan sets and technical specifications for the original Phases 2, 3, 4 and 5 into one plan set and one technical specifications set. This is at the request of the City who now wish to bid the project under one construction contract to suit funding.
- Newman Pump Station and Force Main Design. The as-built record drawings for the existing raw water supply line from the 1990s in the vicinity of the Newman Reservoir have a topographical error of approximately 30 feet. This error was found during additional survey for the current project. This meant that a gravity connection from Newman Reservoir to the new adopted raw water line alignment would now require an extended length of very deep

pipeline that in turn would require installation by trenchless methods. This would be expensive and would still require more geotechnical investigation to confirm feasibility and further environmental impacts on existing trees for jacking and receiving pits, etc. Following discussion with City staff, it was decided to include a small new pump station at Newman Reservoir and a force main to connect to the new raw water pipeline immediately downstream of the Summers Lane Reservoir. This alternative is the most cost-effective and environmentally acceptable solution.

- Bid and Award Phase Services. This work includes for consultant support and input during the bid and award phase of the project with the following activities: pre-bid conference and site walk, preparation of responses to bidders' questions, preparation of up to two addenda during bidding, evaluation of received bids and the preparation of conformed contract documents for the contractor's use during construction.
- Initial Construction Phase Assistance to the City during the contractor's pre-site mobilization.

Scope of Additional Services

TASK 1 – PROJECT MANAGEMENT FOR ADDITIONAL SERVICES # 3

Task 1.1 - Project Administration. Coleman Engineering will administer this phase of the project and maintain project schedule and budget. The Project Manager will be available to discuss with the City the project progress, planned services in the next billing period, updated schedule, and budget status monthly to coincide with the regular invoice.

Task 1.2 – Project Meetings. Coleman Engineering will meet with the City through conference calls. Coleman Engineering will prepare an agenda and brief meeting summaries for each of the meetings. 6 progress / review meetings by Zoom / Teams have been included in the budget.

Task 1.3 – Quality Management. Quality control will be monitored during this phase of the project. Coleman Engineering will peer-review deliverables internally prior to delivery to the City in accordance with its quality assurance / quality control program.

Task 1: Deliverables

- Monthly invoices and progress report discussions.
- Meeting agendas and notes.

TASK 2 – PLANS AND SPECIFICATIONS CONSOLIDATION INTO ONE CONSTRUCTION CONTRACT

Task 2.1 - Plans and Specifications Consolidation into One Construction Contract. Coleman Engineering will consolidate the individual plan sets and technical specifications for Phases 2, 3, 4 and 5 (as per the original project scope) into one plan set and one technical specifications set.

This is at the request of the City who wish to bid the project under one construction contract to match funding.

Task 2: Deliverables

- Consolidated plans and technical specifications in digital and hard copy format for intermediate and final submittals per the original scope of services.

TASK 3 – NEWMAN PUMP STATION AND FORCE MAIN DESIGN

Task 3.1 – Topographical Mapping and Survey. Coleman Engineering’s surveyor sub consultant Cinquini and Passarino will perform topographical mapping and survey of the proposed location of the new Newman Pump Station and the route of the new force main. This is additional survey to extend beyond the limits of previous survey undertaken by Cinquini and Passarino. The same type of features will be recorded per the original scope of services. Detailed mapping will be prepared in AutoCAD format for subsequent use during design.

Task 3.2 – Civil and Mechanical Plans and Specifications. Under this task, Coleman Engineering will prepare civil and mechanical engineering design, plans and specification sections specific to the Newman Pump Station and force main that will be added to the construction contract bid document set currently at 100% draft stage.

Task 3.3 – Structural and Architectural Plans and Specifications. Coleman Engineering’s subconsultant VE Solutions, Inc and Sigerson Architects will prepare structural and architectural design, plans and specification sections specific to the Newman Pump Station that will be added to the construction contract bid document set currently at 100% draft stage. A timber framed building on a reinforced concrete raft foundation has been adopted following discussions with the City team.

Task 3.4 – Electrical and Instrumentation Plans and Specifications. Under this task, Coleman Engineering’s subconsultant Calton Engineering will prepare electrical and instrumentation design, plans and specification sections specific to the Newman Pump Station that will be added to the construction contract bid document set currently at 100% draft stage. It has been assumed that SCADA interconnects are provided in the design, the existing electrical service is sufficient and that the City will provide the pump station control strategy. The pump station will not have standby power.

Task 3: Deliverables

- Newman Pump Station and force main plans and technical specifications in digital and hard copy format for intermediate and final submittals per the original scope of services.

TASK 4 – BID AND AWARD PHASE SERVICES

Task 4.1 – Pre-Bid Conference. Coleman Engineering will attend the pre-bid conference and site walk to assist the City introduce and explain the project to prospective bidders. It is assumed that the City will lead the meeting: Coleman will prepare supporting documentation and the meeting agenda and notes.

Task 4.2 – Respond to Bidders’ Questions. Coleman Engineering will prepare responses to questions raised at, and subsequently to, the Pre-Bid Conference and site walk, and will transmit these to the City.

Task 4.3 – Prepare Addenda. Coleman Engineering will prepare up to two bid addenda incorporating responses to bidders’ questions. The City will be responsible for circulating the bid addenda.

Task 4.4 – Bid Evaluation and Construction Contract Award Assistance. Following receipt of bids, Coleman Engineering will assist the City in evaluating the bids for consistency and compliance with the Instructions to Bidders and other terms of the bid. Coleman Engineering will also assist the City with the Contract Award.

Task 4.5 – Prepare Conformed Contract Documents. Coleman Engineering will prepare Conformed Drawings and Specifications for the purpose of incorporating items added by the Addenda during the bidding period. The Conformed Plans and Specifications will be provided to the City for use by the contractor and inspectors in the field.

Task 4: Deliverables

- Pre-Bid Conference supporting documents, agenda and notes.
- Written responses to bidders’ questions.
- Up to two Bid Addenda (pdf files)
- Conformed Plans (pdf files)
- Conformed Specifications (pdf files)

TASK 5 – INITIAL CONSTRUCTION PHASE ASSISTANCE

Task 5.1 – Initial Construction Phase Assistance. Coleman Engineering will provide initial construction phase assistance to the City during the post construction contract award phase prior to the contractor’s pre-site mobilization.

Schedule and Agreement End Date

Coleman Engineering will provide the services outlined in this Scope consistent with the requirements of the project and in conjunction with the overall project schedule. The Agreement End Date is amended to December 31, 2024.

Additional Services #3 Budget

Services detailed above will be provided using the following budgets. Coleman Engineering reserves the right to transfer budgets between tasks without changing the Total Additional Services Budget. Services will be provided on a time and materials basis not to exceed a total amount summarized below. The attached spreadsheet provides a detailed breakdown of the additional fee by task.

Task 1 – Project Management For Additional Services # 3	\$7,742
Task 2 – Plans and Specifications Consolidation into One Construction Contract	\$4,842
Task 3 – Newman Pump Station and Force Main Design	\$72,570
Task 4 – Bid and Award Phase Services	\$14,496
Task 5 – Initial Construction Phase Assistance	\$10,084
Total Budget for Additional Services # 3 =	\$109,734

Project Budget Summary

Original Budget =	\$594,096
Sum of Previous Changes to Budget =	\$146,744
Budget of this Scope of Additional Services =	\$109,734
New Project Budget =	\$850,574

The above is mutually agreed to this ____ day of _____, 2022.

City of Fort Bragg

Coleman Engineering, Inc.



By: _____
Name: _____
Title: _____

By: _____
Name: Simon N. Gray, P.E.
Title: Principal
CA PE #: C 60311



City of Fort Bragg

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

File Number: 22-551

Agenda Date: 11/14/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8E.

Receive Report and Consider Adoption of City Council Resolution Rescinding the City of Fort Bragg's Stage 2 Water Warning Declaration and All Water Restrictions



AGENCY: City Council
MEETING DATE: November 14, 2022
DEPARTMENT: Public Works
PRESENTED BY: John Smith
EMAIL ADDRESS: Jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Rescinding Water Conservation Measures

ISSUE:

The City of Fort Bragg Municipal Code Chapter 14.06, Water Conservation, sets forth the parameters for the City to declare a water emergency and implement mandatory water conservation consistent with the stage or level of the emergency.

Mendocino County is undergoing a severe drought causing a strain on our water sources. The seasonal change in weather has increased and stabilized flows in the Noyo River allowing for more accurate source flow forecasting. It is the recommendation of staff to rescind all water conservation restrictions.

ANALYSIS:

August, September and October proved to be somewhat challenging during low flows in the Noyo River paired with the high tides. With the addition of the desalination system, our sources were able to keep up with the demand of our customers during this time. The residents of Fort Bragg answered the request for conservation by reducing overall usage by 30%, according to the monthly average of August, September and October this year. This is compared to our last non-drought year which was 2019. During this work by the public, the Noyo River flows have increased to 20 cubic feet per second (cfs) due to recent rain events. Seasonal variation was also a contributor in weather, causing reduced plant uptake in the watershed and cooler temperatures slowing evaporation.

With a steady flow in the Noyo River and forecasted rain, staff would like to propose removal of all water conservation restrictions.

Staff will continue to monitor water usage and source flows and begin preparation for possible future drought conditions. This will include our list of Capital Improvement Program projects.

RECOMMENDED ACTION:

Adopt Resolution recommending removing water conservation measures.

ALTERNATIVE ACTION(S):

1. Provide alternative direction to staff.

FISCAL IMPACT:

N/A

GREENHOUSE GAS EMISSIONS IMPACT:

N/A

CONSISTENCY:

N/A

IMPLEMENTATION/TIMEFRAMES:

Cancellation of the water emergency would be immediate.

ATTACHMENTS:

1. Resolution

NOTIFICATION:

Customers will be notified if water warnings are rescinded.

RESOLUTION NO. ____-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL RESCINDING THE CITY OF FORT BRAGG'S STAGE 2 WATER WARNING DECLARATION AND WATER USE RESTRICTIONS

WHEREAS, the City of Fort Bragg experienced significantly less rainfall in the last twenty-four (24) months than would be considered average; and

WHEREAS, the water flow in the City's main water source, Noyo River, in the summer and early fall of 2021 declined to and below water levels from the summer of 1977, which is the worst drought on record for the City of Fort Bragg; and

WHEREAS, historically, in the months of August, September and October, the Noyo River experiences high tides, caused by the gravitational pull between the sun and the moon that increase tide levels to a foot or two higher than normal tide levels; and

WHEREAS, high tides during periods of low flow levels on the Noyo River increase salinity content and shorten pump run times, impairing the City's ability to replenish water supply from the Noyo River; and

WHEREAS, on September 12, 2022 the City Council declared a Stage 2 Water Warning and implemented Stage 2 Water Conservation Restrictions for the Fort Bragg Water System; and

WHEREAS, the City is operating the Desalination-Reverse Osmosis Treatment System which was received September of 2021 that is able to treat brackish salt water during high tide cycles; and

WHEREAS, Fort Bragg and the region has received additional rainfall and the Noyo River flows have increased from just above two (2) cubic feet per second (cfs) to twenty (20) cfs and are expected to continue to rise with the additional predicted rain; and

WHEREAS, the City Manager, after considering all the relevant factors impacting the City's potable water sources per Fort Bragg Municipal Code Section 14.06.020 (WATER CONSERVATION STAGES), recommends that the City Council rescind the Stage 2 Water Warning; and

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

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. The City Manager's evaluation of the City of Fort Bragg's current water supply, future rainfall predictions, reduced temperatures inland of Fort Bragg in the water shed, projected water demand, projected water source levels, and supply available from Desalination-Reverse Osmosis Treatment System, resulted in a recommendation that the City Council rescind the Stage 2 Water Warning.
3. The City Manager determined Water Conservation Restrictions are no longer necessary and are not currently in the best interests of the City of Fort Bragg's water customers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby rescind its current Stage 2 Water Warning pursuant to Chapter 14.06 of the Fort Bragg Municipal Code and removes and terminates the mandatory Stage 2 Water Conservation Measures, as set forth in Fort Bragg Municipal Code Section 14.06.050 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 14th day of November, 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk