



# City of Fort Bragg

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

## Meeting Agenda City Council

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

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Monday, July 10, 2023

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COUNCILMEMBERS PLEASE TAKE NOTICE

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

### ZOOM WEBINAR INVITATION

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

*You are invited to a Zoom webinar.*

*When: Jul 10, 2023 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

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

*<https://us06web.zoom.us/j/84992447678>*

*Or Telephone: +1 669 444 9171 US (\*6 mute/unmute, \*9 raise hand)*

*Webinar ID: 849 9244 7678*

*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](mailto: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. [23-209](#)** Adopt by Title Only and Waive the Second Reading of Ordinance 984-2023 Repealing and Replacing Chapter 3.10 (Special Purpose Transactions and Use Tax) of Title 3 (Revenue and Finance) of the Fort Bragg Municipal Code

**Attachments:** [Ordinance Street Sales Tax](#)

- 5B. [23-215](#)** Adopt Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications

**Attachments:** [RESO Master Salary Schedule](#)  
[Exhibit A - Compensation Schedule](#)

- 5C. [23-219](#) Consider Adoption of City Council Resolution Approving Grant Funding and Contracting with the Pacific Gas and Electric for Participation in the EV Fleet Electrification Program and Authorizing Budget Amendment 2023/2024-01 Accepting \$32,000 Incentive for the City's Make Ready Infrastructure (Account No. 522-0000-3998)

**Attachments:** [RESO PGE EV Fleet Incentive](#)  
[Exhibit A - FLEET004633254 Contract](#)  
[Exhibit B - BA 2023-24-01](#)  
[Public Comment -- 7 10 23 CC Mtg., Item No. 5C,...](#)

- 5D. [23-220](#) Receive and File Minutes of the December 21, 2022 Public Safety Committee Meeting

**Attachments:** [PSCM 2022-12-21](#)

- 5E. [23-225](#) Approve Minutes of June 12, 2023

**Attachments:** [CCM20230612](#)

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

## **7. PUBLIC HEARING**

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

## **8. CONDUCT OF BUSINESS**

- 8A. [23-213](#) Receive Report and Consider Adoption of City Council Resolution Approving Letter of Intent (LOI) with Syserco Energy Solutions (SES) for the Facilities Solar Project and Authorizing City Manager to Execute the Same

**Attachments:** [07102023 Facility Solar Project LOI Staff Report](#)  
[Att 1 - RESO Facilities Solar Letter of Intent](#)  
[Att 2 - Letter of Intent with Syserco Solutions](#)  
[Att 3 - Solar PV Project Development & Implementation Presentation](#)

- 8B. [23-218](#) Resolution of the Fort Bragg City Council Authorizing the Execution of an Employment Agreement for Assistant City Manager/Police Chief with Neil Cervenka

**Attachments:** [RESO Cervenka Employment Agreement](#)  
[Cervanka Agreement KFC Revised](#)  
[Public Comment --on Item No. 8B](#)

- 8C. [23-210](#) Receive Report and Consider Adoption of City Council Resolution Accepting the Bid of Argonaut Constructors as the Lowest Responsive Bid, Awarding the 2022 Street Rehabilitation Project, City Project No. PWP-00120 to Argonaut Constructors and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$3,611,831.45; Account No. 421-4870-0731)

**Attachments:** [07102023 2022 Street Rehab Bid Award Report](#)  
[Att 1 - RESO 2022 Streets Rehab Contract Award](#)  
[Att 2 - Bid Opening 06292023](#)

- 8D. [23-214](#) Receive Report and Consider Adoption of City Council Resolution Approving Grant Funding and Contracting with the Department of California Highway Patrol to Conduct Preventative and Proactive Driving Under the Influence Enforcement

**Attachments:** [07102023 CHP DUI Grant Staff Report](#)  
[Att 1 - RESO CHP DUI Grant](#)  
[Att 2 - FY23-24 CTFGP Grant Agreement - Fort Bragg PD](#)  
[Exhibit B - Budget Amendment](#)

**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, July 24, 2023**

STATE OF CALIFORNIA     )  
  )ss.  
COUNTY OF MENDOCINO    )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on July 7, 2023.

\_\_\_\_\_  
Cristal Munoz  
Acting 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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## Text File

File Number: 23-209

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 5A.

Adopt by Title Only and Waive the Second Reading of Ordinance 984-2023 Repealing and Replacing Chapter 3.10 (Special Purpose Transactions and Use Tax) of Title 3 (Revenue and Finance) of the Fort Bragg Municipal Code

**BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG**

**AN ORDINANCE OF THE CITY OF FORT BRAGG EXTENDING THE CITY'S ONE-HALF OF ONE PERCENT TRANSACTIONS AND USE TAX TO FUND REPAIR, MAINTENANCE AND RECONSTRUCTION OF CITY STREETS TO CONTINUE TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION**

**ORDINANCE NO. 984-2023**

**WHEREAS**, pursuant to California Revenue and Taxation Code Sections 7285.91, the City of Fort Bragg (the "City") has the authority to levy a transactions and use tax for the repair, maintenance, and reconstruction of City streets; and

**WHEREAS**, the City has imposed such a tax (the "Streets Maintenance Tax") since January 1, 2005, at a rate of one-half of one percent (0.5%); and

**WHEREAS**, the Streets Maintenance Tax is administered by the California Department of Tax and Fee Administration; and

**WHEREAS**, the voters of the City first approved the Streets Maintenance Tax at an election held on August 31, 2004, and then extended the tax at an election held on August 27, 2013; and

**WHEREAS**, the Ordinance imposing the Streets Maintenance Tax is codified as Chapter 3.10 of the City's Municipal Code; and

**WHEREAS**, Section 3.10.025 of the Municipal Code provides that the Streets Maintenance Tax will expire on December 31, 2024, unless an extension or reauthorization of the Streets Maintenance Tax is approved by the voters of the City at an election called for that purpose; and

**WHEREAS**, the City's streets include the streets, highways, avenues, lanes, alleys, courts, or curbs in this City which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state; and

**WHEREAS**, many of the City's streets incorporate storm drains, inlets, and culverts that are an integral part of these streets; and

**WHEREAS**, the proper function of the streets depends on the proper functioning of the drainage components that are a part of the streets, and the maintenance, repair, and reconstruction of these components is often a part of any project to maintain, repair, or reconstruct a street; and

**WHEREAS**, the repair, maintenance, and reconstruction of the City's streets is an ongoing effort that is highly important to the City, its residents, and its businesses; and

**WHEREAS**, it is critical that the Streets Maintenance Tax that provides funding for this effort continue without interruption; and

**WHEREAS**, the need for these funds is expected to be continuous and will not sunset; and

**WHEREAS**, the People and the City Council desire to extend the Streets Maintenance Tax.

**NOW, THEREFORE, THE PEOPLE AND THE CITY COUNCIL OF THE CITY OF FORT BRAGG DO HEREBY ORDAIN AS FOLLOWS:**

**SECTION I: Amendment.** Chapter 3.10 (SPECIAL PURPOSE TRANSACTIONS AND USE TAX) of Title 3 (REVENUE AND FINANCE) of the Municipal Code is hereby repealed in its entirety and replaced with the following:

**“Section 3.10.005. Title.**

This ordinance shall be known as the City of Fort Bragg Streets Maintenance Transactions and Use Tax Ordinance. The City of Fort Bragg hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

**Section 3.10.010 Definition.**

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

*STREET.* Includes all streets, highways, avenues, lanes, alleys, courts, or curbs in this City, which have been or may hereafter be dedicated and open to public use or such other public property so designated in any law of this state. Each Street includes any incorporated drainage infrastructure that is necessary to the proper function of the street. Each Street also includes any sidewalks, curbs, gutters, and other appurtenances to that street.

**Section 3.10.015 Purpose.**

This ordinance codified in this chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those

provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure, therefore, that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

### **Section 3.10.020 Use of Other Funding Sources**

In addition to the tax imposed by this Chapter, the City will continue to pursue and utilize alternative sources of funding, in addition to sales tax dollars, to complete the repair, maintenance, and reconstruction of City Streets.

### **Section 3.10.025 Operative Date**

This Chapter shall be operative on July 1, 2024. It is the intent of this Section that the version of this Chapter that was operative prior to the operative date established by this Section (as well as the tax imposed by that version of this Chapter) shall remain in effect until the operative date established by this Section.

### **Section 3.10.030 Contract with State**

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

### **Section 3.10.040 Imposition of 0.5% Transactions Tax**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.5% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

### **Section 3.10.050 Place of Sale**

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

### **Section 3.10.060 Imposition of 0.5% Use Tax**

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.5% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

### **Section 3.10.070 Adoption of Provisions of State Law**

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

### **Section 3.10.080 Limitations on Adoption of State Law and Collection of Use Taxes**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797, or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

### **Section 3.10.090 Permit Not Required**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

### **Section 3.10.100 Exemptions and Exclusions**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his

agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any



period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

### **Section 3.10.120 Amendments**

All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

### **Section 3.10.130 Enjoining Collection Forbidden**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**Section 3.10.140 Use of Tax Proceeds**

Proceeds of the tax imposed by this Chapter shall be used only for the purpose of street repair, maintenance and reconstruction and for no other purpose. Tax proceeds shall be accounted for and paid into a special fund or account designated for such purpose.

**Section 3.10.150 Ongoing Tax**

The authority to levy the tax imposed by this Chapter shall not expire. The intent of this Chapter is to continue the City’s existing 0.5% special transactions and use tax without interruption and without sunset.

**Section 3.10.160 Annual Report**

The City’s Finance Officer shall, at least once a year file an annual report with the City Council that shall contain both of the following:

- (a) The amount of funds collected and expended.
- (b) The status of any project required or authorized to be funded.

This annual financial report may be combined with (or a part of) any other report filed with the City Council, and, specifically, may be included in the City’s Consolidated Annual Financial Report.

**SECTION II: Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

**SECTION III: Declaratory of Existing Law.** Section 3.10.010 of the Municipal Code, as added by Section 1 of this ordinance, is intended to be declaratory of existing law.

**SECTION IV: Expenditure Plan.** The proceeds of the tax imposed by this Ordinance shall be expended only on the repair, maintenance, and reconstruction of the City’s streets.

**SECTION V: Election Required.** This Ordinance shall not become operative unless and until a two-thirds majority of the electors voting on this Ordinance vote to approve it at the November 7, 2023, Special Election. The intent of this Ordinance is that the existing provisions of Chapter 3.10 of the Municipal Code shall remain in effect if the electors do not approve this Ordinance. The intent of this ordinance is that, if this Ordinance is adopted by the voters, the tax imposed pursuant to the current Chapter 3.10 of the Municipal Code shall cease to be levied and collected on June 30, 2024, and the tax imposed pursuant to this Ordinance shall begin to be levied and collected on July 1, 2024.

**SECTION VI: Effective Date.** If this ordinance is approved by two-thirds of the voters voting on the issue at the November 7, 2023, Special Election, this ordinance shall take effect immediately.

The above and foregoing Ordinance was introduced at a meeting of the City Council of the City of Fort Bragg on June 26, 2023, and was passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on July 10, 2023 by the following two-thirds vote:

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

\_\_\_\_\_  
**Bernie Norvell**  
**Mayor**

**ATTEST:**

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

**ADOPTED** by the voters of the City of Fort Bragg by a two-thirds vote at the Special Election of November 7, 2023, by a vote declared by the City Council on \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Bernie Norvell**  
**Mayor**

**ATTEST:**

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



# City of Fort Bragg

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## Text File

**File Number: 23-215**

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5B.

Adopt Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications

Adopt City Council Resolution Confirming the Pay Rates/Ranges for all City of Fort Bragg Established Classifications

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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
CONFIRMING THE PAY RATES/RANGES FOR ALL CITY OF FORT BRAGG  
ESTABLISHED CLASSIFICATIONS**

**WHEREAS**, on November 22, 2021, the City Council approved a contract with Regional Government Services (RGS) to conduct a compensation survey of non-law enforcement City positions, excluding the City Manager; and

**WHEREAS**, RGS recommended the City Clerk and Operations Manager positions, both full-time, mid-management, exempt classifications, require adjustment to reflect competitive compensation to aid in retention and future recruitments; and

**WHEREAS**, the Fort Bragg City Council accepted the City of Fort Bragg 2022 Classification Study; and approved the recommended salary adjustments for the City Clerk and Operations Manager classifications effective July 2, 2023, during the June 26, 2023 City Council meeting; and

**WHEREAS**, the Master Salary Schedule reflects the City Council approved salary adjustments for the City Clerk and Operations Manager classifications, both full-time, exempt, and mid-management classifications; and

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

**WHEREAS**, the establishment of this Resolution meets the requirements of California Code of Regulations Section 570.5 as confirmed by CalPERS; and

**WHEREAS**, the California Public Employees' Retirement System code requires the City to have a publicly adopted and posted salary schedule; and

**WHEREAS**, the full salary schedule is allocated in the proposed FY 2023/24 budget and the full salary schedule is available on the City's website.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective July 2, 2023.

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

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

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**Cristal Munoz**  
Acting City Clerk

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.2.2023 Cost of Living Adjustments

Exec. Mgmt, MidMgmt, Conf/Nbarg, and FBEO 2% COLA. FBPA 3% COLA. Designating Grant Funded Classifications.

Update City Clerk and Operations Manager classifications to reflect 2022 City of Fort Bragg Classification Study recommendations.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
<b>Administrative Analyst - Police (Confidential; Non-Bargaining)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,136.80	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.32	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
<b>Administrative Assistant - Administration (FBEO)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Administrative Assistant - Community Development (FBEO)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Administrative Assistant - Confidential (Confidential; Non-Bargaining)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Administrative Assistant - Police (FBEO)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Assistant City Engineer (FBEO)</b>								
Hourly				33.90	35.60	37.38	39.25	41.21
Bi-Weekly				2,712.38	2,848.00	2,990.40	3,140.00	3,296.80
Monthly				5,876.83	6,170.67	6,479.20	6,803.33	7,143.07
Annual				70,521.98	74,048.00	77,750.40	81,640.00	85,716.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.2.2023 Cost of Living Adjustments

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Update City Clerk and Operations Manager classifications to reflect 2022 City of Fort Bragg Classification Study recommendations.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				40.21	42.22	44.33	46.55	48.88
Bi-Weekly				3,216.67	3,377.60	3,546.40	3,724.00	3,910.40
Monthly				6,969.46	7,318.13	7,683.87	8,068.67	8,472.53
Annual				83,633.47	87,817.60	92,206.40	96,824.00	101,670.40
<b>Assistant Planner (FBEO)</b>								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60
<b>Associate Planner (FBEO)</b>								
Hourly				33.45	35.12	36.88	38.72	40.66
Bi-Weekly				2,675.66	2,809.60	2,950.40	3,097.60	3,252.80
Monthly				5,797.27	6,087.47	6,392.53	6,711.47	7,047.73
Annual				69,567.26	73,049.60	76,710.40	80,537.60	84,572.80
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.2.2023 Cost of Living Adjustments

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					Step 1	Step 2	Step 3	Step 4	Step 5
<b>Community Services Officer (FBPA)</b>									
Hourly				22.72	23.86	25.05	26.30	27.62	
Bi-Weekly				1,817.74	1,908.80	2,004.00	2,104.00	2,209.60	
Monthly				3,938.45	4,135.73	4,342.00	4,558.67	4,787.47	
Annual				47,261.34	49,628.80	52,104.00	54,704.00	57,449.60	
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>									
Hourly				43.24	45.40	47.67	50.05	52.55	
Bi-Weekly				3,459.02	3,632.00	3,813.60	4,004.00	4,204.00	
Monthly				7,494.55	7,869.33	8,262.80	8,675.33	9,108.67	
Annual				89,934.62	94,432.00	99,153.60	104,104.00	109,304.00	
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>									
				43.24	45.40	47.67	50.05	52.55	
<b>Director - Community Development Department (Executive; At Will)</b>									
Hourly				50.28	52.79	55.43	58.20	61.11	
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80	
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40	
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80	
<b>Director - Finance/City Treasurer (Executive; At-Will)</b>									
Hourly				50.28	52.79	55.43	58.20	61.11	
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80	
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40	
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80	
<b>Director of Public Works (Executive; At Will)</b>									
Hourly				50.28	52.79	55.43	58.20	61.11	
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80	
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40	
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80	
<b>Engineering Technician (FBEO)</b>									
Hourly				30.75	32.29	33.90	35.60	37.38	
Bi-Weekly				2,460.24	2,583.20	2,712.00	2,848.00	2,990.40	
Monthly				5,330.52	5,596.93	5,876.00	6,170.67	6,479.20	
Annual				63,966.24	67,163.20	70,512.00	74,048.00	77,750.40	
<b>Environmental Compliance Coordinator (FBEO)</b>									
Hourly				35.57	37.35	39.22	41.18	43.24	
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20	
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93	
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20	

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					Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician I (FBEO)</b>									
Hourly				22.63	23.77	24.96	26.21	27.52	
Bi-Weekly				1,810.70	1,901.60	1,996.80	2,096.80	2,201.60	
Monthly				3,923.19	4,120.13	4,326.40	4,543.07	4,770.13	
Annual				47,078.30	49,441.60	51,916.80	54,516.80	57,241.60	
<b>Finance Technician II (FBEO)</b>									
Hourly				24.96	26.21	27.52	28.90	30.35	
Bi-Weekly				1,996.75	2,096.80	2,201.60	2,312.00	2,428.00	
Monthly				4,326.30	4,543.07	4,770.13	5,009.33	5,260.67	
Annual				51,915.55	54,516.80	57,241.60	60,112.00	63,128.00	
<b>Finance Technician III (FBEO)</b>									
Hourly				27.51	28.88	30.32	31.84	33.43	
Bi-Weekly				2,200.75	2,310.40	2,425.60	2,547.20	2,674.40	
Monthly				4,768.30	5,005.87	5,255.47	5,518.93	5,794.53	
Annual				57,219.55	60,070.40	63,065.60	66,227.20	69,534.40	
<b>Government Accountant I (FBEO)</b>									
Hourly				30.32	31.84	33.43	35.10	36.86	
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80	
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07	
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80	
<b>Government Accountant (Part-Time, Regular less than 20 hours weekly)</b>									
Hourly				30.32	31.84	33.43	35.10	36.86	
Bi-Weekly				1,212.98	1,273.60	1,337.20	1,404.00	1,474.40	
Monthly				2,628.13	2,759.47	2,897.27	3,042.00	3,194.53	
Annual				31,537.58	33,113.60	34,767.20	36,504.00	38,334.40	
<b>Grants Coordinator (FBEO, Grant Funded)</b>									
Hourly				30.32	31.84	33.43	35.10	36.86	
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80	
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07	
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80	
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>									
Hourly				33.92	35.61	37.39	39.26	41.22	
Bi-Weekly				2,713.20	2,848.80	2,991.20	3,140.80	3,297.60	
Monthly				5,878.60	6,172.40	6,480.93	6,805.07	7,144.80	
Annual				70,543.20	74,068.80	77,771.20	81,660.80	85,737.60	
<b>Human Resources Analyst (Confidential; Non-Bargaining)</b>									
Hourly				27.24	28.61	30.04	31.54	33.12	
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60	
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80	
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60	

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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Update City Clerk and Operations Manager classifications to reflect 2022 City of Fort Bragg Classification Study recommendations.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Human Resources Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.00				
<b>Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.00				
<b>Maintenance Worker I - Janitor (FBEO)</b>								
Hourly				21.22	22.28	23.39	24.56	25.79
Bi-Weekly				1,697.28	1,782.40	1,871.20	1,964.80	2,063.20
Monthly				3,677.44	3,861.87	4,054.27	4,257.07	4,470.27
Annual				44,129.28	46,342.40	48,651.20	51,084.80	53,643.20
<b>Maintenance Worker II (FBEO)</b>								
Hourly				24.11	25.32	26.59	27.92	29.32
Bi-Weekly				1,929.02	2,025.60	2,127.20	2,233.60	2,345.60
Monthly				4,179.55	4,388.80	4,608.93	4,839.47	5,082.13
Annual				50,154.62	52,665.60	55,307.20	58,073.60	60,985.60
<b>Maintenance Worker III (FBEO)</b>								
Hourly				25.32	26.58	27.91	29.31	30.78
Bi-Weekly				2,025.31	2,126.40	2,232.80	2,344.80	2,462.40
Monthly				4,388.18	4,607.20	4,837.73	5,080.40	5,335.20
Annual				52,658.11	55,286.40	58,052.80	60,964.80	64,022.40
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				26.57	27.90	29.30	30.77	32.31
Bi-Weekly				2,125.68	2,232.00	2,344.00	2,461.60	2,584.80
Monthly				4,605.64	4,836.00	5,078.67	5,333.47	5,600.40
Annual				55,267.68	58,032.00	60,944.00	64,001.60	67,204.80
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				29.22	30.68	32.21	33.82	35.51
Bi-Weekly				2,337.84	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,065.32	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,783.84	63,814.40	66,996.80	70,345.60	73,860.80

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<b>Manager-Special Projects (Mid-Management; Non-Bargaining, Grant Funded)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Mechanic (FBEO)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00				
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00
<b>Operations Supervisor (FBEO)</b>								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
<b>Planning Technician (FBEO)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.99	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				56.66	59.49	62.46	65.58	68.86
Bi-Weekly				4,532.88	4,759.20	4,996.80	5,246.40	5,508.80
Monthly				9,821.24	10,311.60	10,826.40	11,367.20	11,935.73
Annual				117,854.88	123,739.20	129,916.80	136,406.40	143,228.80
<b>Police Chief (Executive; At Will)</b>								
Hourly				74.68	78.42	82.34	86.46	90.78
Bi-Weekly				5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly				12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual				155,343.55	163,113.60	171,267.20	179,836.80	188,822.40

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<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				42.93	45.08	47.33	49.70	52.19
Bi-Weekly				3,434.43	3,606.40	3,786.40	3,976.00	4,175.20
Monthly				7,441.27	7,813.87	8,203.87	8,614.67	9,046.27
Annual				89,295.23	93,766.40	98,446.40	103,376.00	108,555.20
<b>Police Sergeant Intermediate POST - Acting (FBPA, Temporary)</b>								
Hourly				42.93	45.08	47.33	49.70	52.19
Bi-Weekly				3,434.43	3,606.40	3,786.40	3,976.00	4,175.20
Monthly				7,441.27	7,813.87	8,203.87	8,614.67	9,046.27
Annual				89,295.23	93,766.40	98,446.40	103,376.00	108,555.20
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				45.39	47.66	50.04	52.54	55.17
Bi-Weekly				3,631.37	3,812.80	4,003.20	4,203.20	4,413.60
Monthly				7,867.96	8,261.07	8,673.60	9,106.93	9,562.80
Annual				94,415.57	99,132.80	104,083.20	109,283.20	114,753.60
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.88	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,793.41	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,520.88	72,987.20	76,627.20	80,454.40	84,468.80
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				36.81	38.65	40.58	42.61	44.74
Bi-Weekly				2,944.98	3,092.00	3,246.40	3,408.80	3,579.20
Monthly				6,380.78	6,699.33	7,033.87	7,385.73	7,754.93
Annual				76,569.38	80,392.00	84,406.40	88,628.80	93,059.20
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				28.72				
<b>Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Public Works Administrative Analyst (FBEO)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi -Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.2.2023 Cost of Living Adjustments

Exec. Mgmt, MidMgmt, Conf/Nbarg, and FBEO 2% COLA. FBPA 3% COLA. Designating Grant Funded Classifications.

Update City Clerk and Operations Manager classifications to reflect 2022 City of Fort Bragg Classification Study recommendations.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)</b>								
Hourly				31.95	33.55	35.23	36.99	38.84
Bi-Weekly				2,556.00	2,684.00	2,818.40	2,959.20	3,107.20
Monthly				5,538.00	5,815.33	6,106.53	6,411.60	6,732.27
Annual				66,456.00	69,784.00	73,278.40	76,939.20	80,787.20
<b>Special Investigator Basic POST (FBPA)</b>								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00
<b>Special Investigator Intermediate POST (FBPA)</b>								
Hourly				36.84	38.69	40.62	42.65	44.78
Bi-Weekly				2,947.45	3,095.20	3,249.60	3,412.00	3,582.40
Monthly				6,386.14	6,706.27	7,040.80	7,392.67	7,761.87
Annual				76,633.65	80,475.20	84,489.60	88,712.00	93,142.40
<b>Special Investigator Advanced POST (FBPA)</b>								
Hourly				38.66	40.59	42.62	44.75	46.99
Bi-Weekly				3,092.47	3,247.20	3,409.60	3,580.00	3,759.20
Monthly				6,700.36	7,035.60	7,387.47	7,756.67	8,144.93
Annual				80,404.27	84,427.20	88,649.60	93,080.00	97,739.20
<b>Systems Analyst - Lead (Mid-Management; Non-Bargaining)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
<b>Systems Technician (FBEO)</b>								
Hourly				23.27	24.43	25.65	26.93	28.28
Bi-Weekly				1,861.30	1,954.40	2,052.00	2,154.40	2,262.40
Monthly				4,032.81	4,234.53	4,446.00	4,667.87	4,901.87
Annual				48,393.70	50,814.40	53,352.00	56,014.40	58,822.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 7.2.2023 Cost of Living Adjustments

Exec. Mgmt, MidMgmt, Conf/Nbarg, and FBEO 2% COLA. FBPA 3% COLA. Designating Grant Funded Classifications.

Update City Clerk and Operations Manager classifications to reflect 2022 City of Fort Bragg Classification Study recommendations.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				20.68	21.71	22.80	23.94	25.14
Bi-Weekly				1,654.03	1,736.80	1,824.00	1,915.20	2,011.20
Monthly				3,583.74	3,763.07	3,952.00	4,149.60	4,357.60
Annual				43,004.83	45,156.80	47,424.00	49,795.20	52,291.20
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				25.66	26.95	28.30	29.72	31.21
Bi-Weekly				2,053.06	2,156.00	2,264.00	2,377.60	2,496.80
Monthly				4,448.29	4,671.33	4,905.33	5,151.47	5,409.73
Annual				53,379.46	56,056.00	58,864.00	61,817.60	64,916.80
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				26.96	28.31	29.73	31.22	32.78
Biweekly				2,156.69	2,264.80	2,378.40	2,497.60	2,622.40
Monthly				4,672.82	4,907.07	5,153.20	5,411.47	5,681.87
Annual				56,073.89	58,884.80	61,838.40	64,937.60	68,182.40
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				31.00	32.55	34.18	35.89	37.68
Biweekly				2,479.82	2,604.00	2,734.40	2,871.20	3,014.40
Monthly				5,372.95	5,642.00	5,924.53	6,220.93	6,531.20
Annual				64,475.42	67,704.00	71,094.40	74,651.20	78,374.40
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				32.55	34.18	35.89	37.68	39.56
Biweekly				2,603.86	2,734.40	2,871.20	3,014.40	3,164.80
Monthly				5,641.69	5,924.53	6,220.93	6,531.20	6,857.07
Annual				67,700.26	71,094.40	74,651.20	78,374.40	82,284.80



# City of Fort Bragg

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

## Text File

File Number: 23-219

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Consider Adoption of City Council Resolution Approving Grant Funding and Contracting with the Pacific Gas and Electric for Participation in the EV Fleet Electrification Program and Authorizing Budget Amendment 2023/2024-01 Accepting \$32,000 Incentive for the City's Make Ready Infrastructure (Account No. 522-0000-3998)



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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING GRANT FUNDING AND CONTRACTING WITH THE PACIFIC GAS AND ELECTRIC FOR PARTICIPATION IN THE EV FLEET ELECTRIFICATION PROGRAM AND AUTHORIZING BUDGET AMENDMENT 2023/2024-01 ACCEPTING \$32,000 INCENTIVE FOR THE CITY'S MAKE READY INFRASTRUCTURE (ACCOUNT NO. 522-0000-3998)**

**WHEREAS**, on August 29, 2022, the City submitted an application to the PG&E EV Fleet program; and

**WHEREAS**, the PG&E EV Fleet Incentive Program benefits the City's deployment of the EV Chargers for fleet vehicles through rebates; and

**WHEREAS**, rebate amounts are either based upon the lesser amount of either the customer-owned infrastructure or a per vehicle incentive; and

**WHEREAS**, in June 2023, the City was notified that the per vehicle incentive is less, thus a \$32,000 incentive is being offered by PG&E to the City of Fort Bragg for the supply of EV infrastructure; and

**WHEREAS**, the incentive and contract with PG&E requires the City commit to the procurement of eight electric vehicles by 2027 and requires participants to provide utilization data to the Fleet Program for at least 5 years; and

**WHEREAS**, as of June 2023, the City has purchased four (4) of eight (8) vehicles necessary for compliance with the incentive program; and

**WHEREAS**, in February 2023, City Council authorized the purchase of the chargers necessary for the project; and

**WHEREAS**, the City anticipates a complete set of plans and specifications for construction of the project this fall; and

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

1. The adjustments to the FY 2023-24 Budget as shown in Exhibit B, are necessary to accept the incentive revenue from PG&E.
2. The fleet project is eligible to receive the incentive reimbursements through the grant.
3. The City Manager is authorized to execute a contract (Exhibit A) with the PG&E for the \$32,000 incentive.

**NOW, THEREFORE, BE IT RESOLVED** that the Fort Bragg City Council does hereby amend the previously adopted FY 2023-24 Budget to incorporate the changes enumerated in Exhibit B.

**BE IT FURTHER RESOLVED** that the Fort Bragg City Council authorize the execution of a contract with the PG&E for the EV Fleet Electrification Incentive Program for an amount not to exceed \$32,000.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 10<sup>th</sup> day of July 2023, by the following vote:

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

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**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

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**Cristal Munoz**  
**Acting City Clerk**

June 1, 2023

City of Fort Bragg  
700 S Franklin Street  
Fort Bragg, CA 95437

RE: **FLEET004633254**

Dear Chantell O'Neal,

Congratulations! We are pleased to extend **City of Fort Bragg** an invitation to join PG&E's EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for **700 S Franklin Street, Fort Bragg, CA 95437**. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:

- **Cover Letter**
  - Offer Description
  - EV Charger Requirements
  - Preliminary Design (also attached as PDF)
- **Letter of Commitment**
  - EV Deployment Commitment
- **EV Fleet Program Terms and Conditions ("Contract")**
- **Exhibit A: Project Scope**
- **Appendices**
  - Appendix A: PG&E EV Fleet Program Participant Data Reporting Requirements
  - Appendix B: CPUC's Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs

**Immediate Action Items:**

- Review the entire document
- Sign and return the Letter of Commitment and Contract
- Provide proof of commitment (as defined below) for appropriate vehicles

By signing the Letter of Commitment and the Contract, I hereby confirm my participation in PG&E's Fleet Electrification program and acknowledge that:

- I agree to install at a minimum the number of EV Supply Equipment (EVSE or "EV charger") specified in Exhibit A of the Contract;
- Upon execution of the Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of the Contract, including but not limited to, design cost, site walk costs, etc.;
- PG&E may need to conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;
- If I do not submit required documentation (e.g., signed easement) in a timely manner, then PG&E reserves the right to cancel my participation in the program and recover all costs incurred; and

- My EV chargers meet the Safety Checklist requirements and has networking protocols (as described in Appendix A and Appendix B). I agree to ensure that EVSE network connectivity is in good condition for least five years from the date of activation.

### Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the **Make-Ready Incentive Option**. PG&E will design, construct, own, and maintain the EV supply infrastructure to the meter only. **City of Fort Bragg** will design, build, own, operate, and maintain the EV supply infrastructure behind the meter, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either: (i) 80% of the customer-owned make-ready infrastructure costs or (ii) the incentive cap of **\$32,000.00** as described in the table below.

EV Supply Infrastructure Incentive		
Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure		
Vehicle Type	Per Vehicle Incentive	# of Vehicles
School Buses, Local Delivery Trucks, or Other Vehicles	\$4,000.00 per Vehicle	8  <i>*** Note: Capped at 25 vehicles ***</i>
Vehicle Type (Total)	Incentive (Total)	Incentive Total
<b>Total # of Vehicles</b> 8	Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis	<b>Maximum of \$32,000.00</b>

### EV Charger Requirements

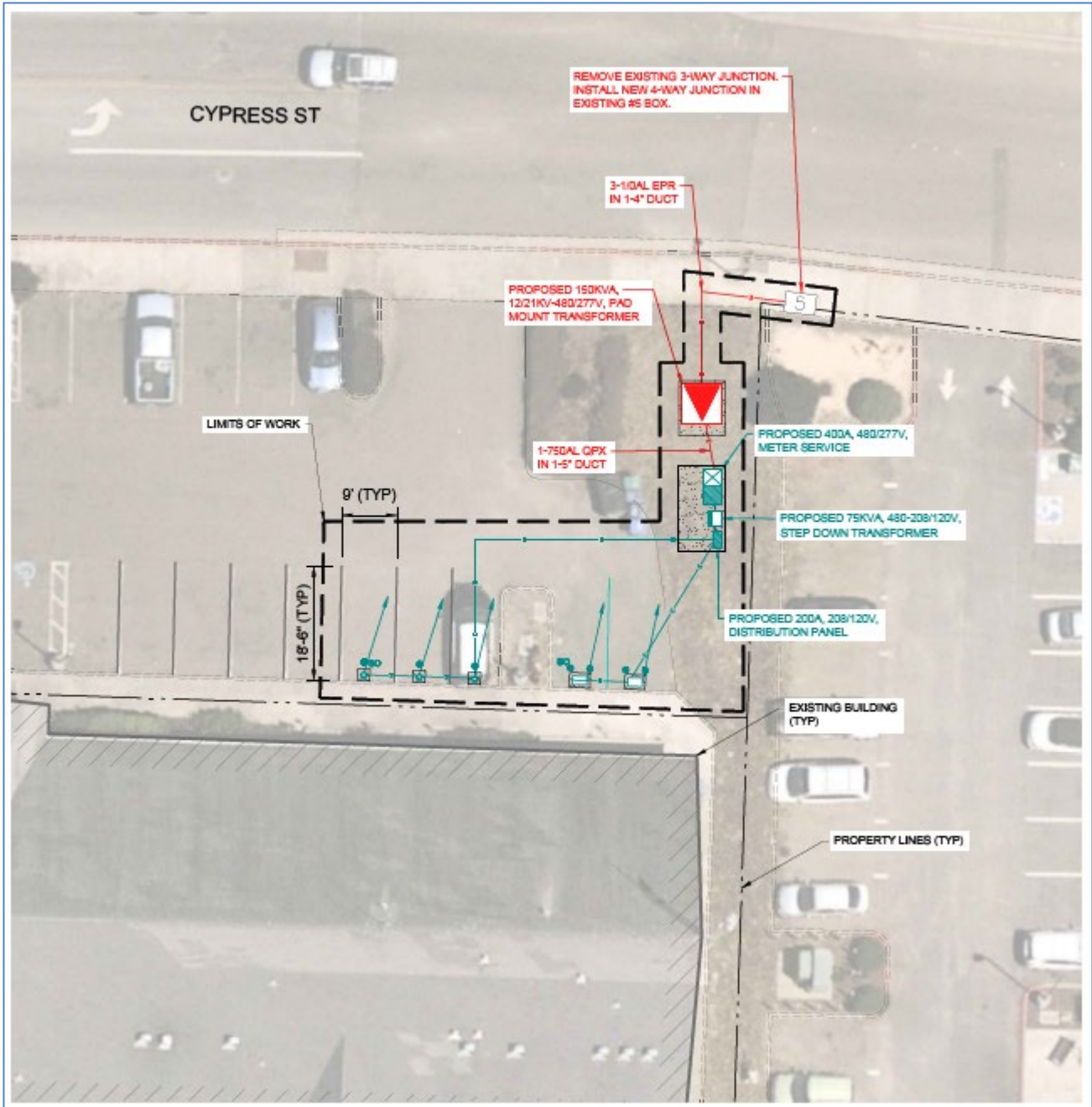
**As a reminder, to participate in the EV Fleet program, your EV chargers, also known as EV supply equipment, at a minimum must meet the Safety Checklist requirements (see Appendix B). In addition, the EV chargers must at least meet the following network communications requirements:**

- Electric Vehicle Supply Equipment (EVSE) SHALL have metering capability through an internal device and SHALL be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.
- After loss of power, provided the EVSE connector to vehicle has not been removed, the EVSE SHALL return to its post-configuration state (i.e., SHALL persist communication and registration configurations. This does not include continuing user sessions when authorization is required to start a session).
- EVSE SHALL provide a reset option, which returns the device to its pre-charge state (e.g., card or message- not user accessible).

## Preliminary Design

Please note the meter location on the Preliminary Design. Any requests to change the location of the meter may impact site eligibility and could result in cancellation of this contract.

PG&E may opt to utilize existing infrastructure, including existing conduit, in order to minimize project costs as indicated by the word “existing” on any components on the Preliminary Design.



**Next Steps:**

**We respectfully request that you return your signed contract as soon as possible.** After we receive your signed contract, I will introduce you to your Project Manager, who will lead you through the design and construction process for your site.

Please note that you will need to provide a proof of commitment for a minimum of 2 vehicles for the Contract to complete the next phase of project management. A proof of commitment is any documentation of clear intent to procure and deploy vehicles, e.g., budget approval, grant agreement, request for proposal results, governance-body mandated procurement and deployment etc., in lieu of an actual purchase order provided by a seller.

Thank you for your participation in this exciting program! You are taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you have elected to work with PG&E to electrify your fleet.

Please contact me if you have any questions.

Regards,

Dean Kunesh  
(415) 238-9934  
d1kb@pge.com  
Electric Vehicle Customer Onboarding Specialist  
Pacific Gas and Electric Company





Clean Energy Transportation  
 Pacific Gas and Electric Company  
 300 Lakeside Drive  
 Oakland, CA 94612

June 1, 2023

Clean Energy Transportation  
 Pacific Gas and Electric Company  
 300 Lakeside Drive  
 Oakland, CA 94612

**Re: Electric Vehicle Deployment Commitment for City of Fort Bragg**

Dear Pacific Gas and Electric Company,

City of Fort Bragg and PG&E have worked together and agreed on a contract under which City of Fort Bragg purchases electric fleet vehicles and PG&E performs make-ready infrastructure work and, if qualified, provides EV charger rebates and infrastructure incentives.

City of Fort Bragg has received approval from our internal decision makers and commits to purchase **6** electric vehicles by December 31, 2027. We plan to purchase and deploy the vehicles during the following timeline:

Electric Vehicle Deployment Schedule						
Description	2023	2024	2025	2026	2027	Total
Medium Duty Vehicle	4	1	0	1	2	8

By signing the Letter of Commitment and the Contract, City of Fort Bragg understands that, in accordance with the section titled '**Vehicle Purchase Plans**', City of Fort Bragg is responsible for realizing the number and type of EV Fleet vehicles that have been indicated in Exhibit A of the aforementioned Contract regardless of the decision of granting agencies.

If City of Fort Bragg does not purchase the number of vehicles stated in the section above, PG&E in its sole discretion may require City of Fort Bragg to reimburse PG&E for costs incurred by PG&E associated with PG&E's reliance on my commitment to install infrastructure, such as costs of equipment, site design, and installation.

Sincerely,

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print

\_\_\_\_\_  
 Title

**City of Fort Bragg**  
 \_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Date

## EV Fleet Program Terms and Conditions (“Contract”)

### Definitions

As used in this Contract, the following terms have the following meanings:

**Disadvantaged Community:** Census tracts in PG&E's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0, or current version.

**EV Service Connection:** Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers, and associated substructures from the utility distribution system. Also referred to as “To the Meter” (TTM) infrastructure.

**EV Supply Infrastructure:** Infrastructure from the meter (“but not including the meter”) to the parking space, which may include an electrical panel, cable, and conduit necessary to deliver power to the parking space. Also referred to as “Behind the Meter” (BTM) infrastructure.

**Electric Vehicle Supply Equipment (EVSE):** Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

**EVSE Package:** EVSE hardware, software, and network services.

**EV Service Provider (EVSP):** A company that provides EV charging solutions to Customer, including but not limited to network services, billing, and customer support.

**Operation and Maintenance (O&M):** O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

**Premises:** Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of or adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

**Rate Plan:** The PG&E electric rate that Customer pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at [www.pge.com/tariffs](http://www.pge.com/tariffs).

**Customer:** The entity participating in the EV Fleet Program that owns, leases, or manages the Premises where the EVSE Packages are installed. Customer will receive the bill for the energy delivered to the EVSE Package.

### Specific Terms

**Acknowledgement and Term:** All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Customer's EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Customer in writing when the EVSE Package becomes operational.

**Ownership:** Customer has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled “Customer Owned EV Supply Infrastructure” or “PG&E Owned EV Supply Infrastructure” will apply depending on the ownership option a Customer selects. Customer should indicate their ownership option in the Cover Letter provided to the customer. All other terms are common to both ownership options.



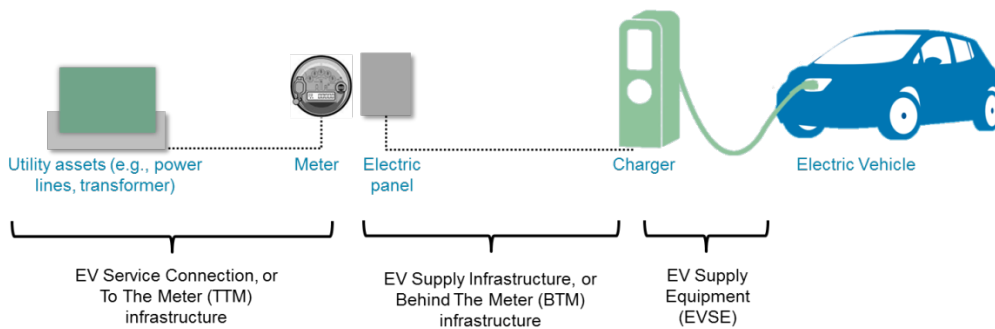
**EV Service Connection:** PG&E always constructs, owns, operates, and maintains the EV Service Connection. PG&E may opt to utilize existing infrastructure, including customer-owned conduits, in order to minimize project costs. This will be indicated in the accompanying Preliminary Design.

**EV Supply Infrastructure:** Customer has two options for EV Supply Infrastructure ownership:

1. **PG&E Owned:** PG&E constructs, owns, and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. **Customer Owned:** Customer is responsible for construction and maintenance of EV Supply Infrastructure and receives an incentive in accordance with CPUC requirements.

**EV Supply Equipment (EVSE):** Customer always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology



**Selection of EVSE Package:** Upon approval of application by PG&E, Customer shall select and procure an EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Customer. Customer shall install, operate, and maintain the number and type of the EVSE Package, associated equipment, and signage as selected by Customer and approved by PG&E. Customer acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package. Customer agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Customer may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Customer agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

**EVSE Rebate:** Customer may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Customer provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational. Any EVSE acquired after the EV Fleet Program implementation window (currently 2024) will not be eligible for rebate.

**Additional Services from EVSP:** Separate and apart from the application and PG&E’s obligations under the EV Fleet Program, the EVSP selected by Customer may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

**EV Drivers’ Right to Access:** Customer shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Customer may decide to make the EVSE available only to its employees, tenants, or lessors; under the terms of the EV Fleet Program, Customer decides whether to make the EVSE available to other 3<sup>rd</sup> parties.

**Accessibility Requirements:** The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Customer understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Customer understands and accepts that changes to initial design representations may occur during the design, construction, and operational phases of the EVSE as may be dictated by design constraints, by law or regulation, or by local jurisdictional authorities.

**Easement Requirement:** An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Customer property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Customer application is evaluated and will communicate that to Customer. If Customer does not wish to grant an easement for one or more Premises, PG&E may remove those Premises from the EV Fleet program. If Customer accepts easement requirements, Customer agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Customer, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Customer agrees to sign and return easement to PG&E within 30 days of receipt. If the Customer does not respond within 30 days, PG&E reserves the right to rescind Customer's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Customer a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Customer expense.

**EVSE O&M:** The Customer is required to maintain the EVSE for the Term. Customer will pay all O&M costs associated with the EVSE. Customer shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Customer shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises. Customer will immediately shut down chargers if there is a safety issue.

**Billing:** Customer will be the PG&E Customer and will be served according to the applicable Rate Plan. As the Customer, Customer will be responsible for paying the PG&E bill.

**Compensation:** Under no conditions shall Customer or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

**Changing Rate Plan:** Customer may change Rate Plan during the Term but must remain on a retail PG&E rate for the duration of the Term. If Customer switches to a non-retail PG&E rate during the Term, Customer shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation.

**Reliability:** PG&E does not guarantee uninterrupted service. Customer may pursue options to ensure that any impact to Customer operations from potential loss of power is sufficiently mitigated. Customer is responsible for the cost of any supplemental solutions to improve reliability.

**Expansion of EVSE Installation:** Customer may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Customer must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Customer's expense and its liability.

**EVSE Replacement:** Customer may replace their EVSE during the Term. Customer must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the program. If adequate infrastructure does not exist, Customer must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Customer's expense and its liability.

**Vehicle Purchase Plans:** PG&E will work with Customer to understand its fleet electrification plans and may install infrastructure to support future vehicle purchases. In Exhibit A, Customer will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Customer is operating these vehicles and associated charging in accordance with its electrification plan. If Customer is not operating vehicles consistent with its electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Customer may, at any time within the Term request from PG&E projected and final costs associated with this. If Customer wishes to change its plan, Customer must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Customer. Customer may opt to replace these vehicles with similar equipment but must operate the number and type of vehicles outlined in the electrification plan. Vehicles that are leased must be replaced with similar equipment upon termination of the lease duration.

If Customer is not the party responsible for purchasing or leasing the vehicles indicated in Exhibit A, they will acquire and provide such proof from the responsible party including the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. Customer is responsible to provide evidence of vehicle operation and associated charging during this term in accordance with the indicated electrification plans. If vehicles are not operating consistent with the indicated electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design, and installation.

**Project Scope:** Customer acknowledges that:

- Customer agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Customer project moves forward;
- If Customer withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Customer participation in the program; and
- If Customer does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Customer application and/or cancel participation in the program.

**External Funding Sources:** Customer understands that the total infrastructure and EVSE rebate and incentive amounts the Customer receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or otherwise, cannot exceed Customer's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Customer agrees to keep records of all infrastructure and EVSE incentives and rebates received for Customer's EV Fleet project. Customer understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or other, of the violation, including the name of the Customer, a description of the project, and details regarding the excessive rebates and incentives.

### **Customer Owned EV Supply Infrastructure Section**

**EV Supply Infrastructure Incentive:** Customer qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Customer provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

**Installation of EV Service Connection:** PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located

at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Customer's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads so that PG&E can provide the associated EV Service Connection design. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

**Installation of EV Supply Infrastructure:** The Customer and/or its contractors shall construct the EV Supply Infrastructure and install the EVSE in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements, including PG&E requirements found at [www.pge.com/greenbook](http://www.pge.com/greenbook). The Customer is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Customer receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

**EV Supply Infrastructure O&M:** If Customer owns the EV Supply Infrastructure, Customer is responsible for O&M of the EV Supply Infrastructure for the Term. Customer will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

**Access to Customers Premises:** PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

**End of Term:** At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE and EV Supply Infrastructure
  - o Customer has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
  - o If an easement was required for installation, easement remains in place.
  - o PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
  - o Remove the EVSE and/or EV Supply Infrastructure at Customer's cost and expense.
  - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
  - o PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

### **PG&E Owned EV Supply Infrastructure Section**

**Installation of Equipment:** PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Customer approval of the preliminary design, PG&E will coordinate with the Customer if there are any proposed material changes. A final design with no material changes from the

agreed upon design will be provided by PG&E prior to any installation activities. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Customer within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Customer is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Customer understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Customer may request a copy of “as built” designs, which will be provided by PG&E.

**EV Supply Infrastructure O&M:** If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

**Access to Customers Premises:** PG&E shall at all times have the right to enter and leave the Customer’s Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E’s applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer’s property or operations.

**End of Term:** At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE
  - Customer has continued responsibility for O&M of EVSE.
  - If an easement was required for installation, easement remains in place.
  - PG&E continues to own EV Service Connection and EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE
  - Remove the EVSE at Customer’s cost and expense.
  - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
  - PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

### General Terms

**Permission to Use Data:** Customer agrees to allow PG&E and its agents and representatives to use data gathered as part of the EV Fleet Program (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) (“Usage Data”) for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. Usage Data furnished to PG&E by the EVSP will not include any personal information as defined for the purposes of California privacy laws (including the California Privacy Rights Act, as amended (“CPRA”). Any such personal data will be deidentified (as defined by CPRA) before it is provided to PG&E. Notwithstanding the foregoing, Customer acknowledges that PG&E is required to disclose location data at census tract or 5-digit zip code level as part of its regulatory obligations to report aggregate data. Although such locations will not be identified as Customer locations in the aggregated and anonymous data disclosed by PG&E, a third party could potentially associate Customer with disclosed locations by reference to other facts and data sources.

**Representations:** Customer understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Customer, PG&E, or their affiliates, contractors, vendors,



representatives, or designees, nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Customer represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority, and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Customer, and such fee title owner has the ability to grant an easement (if needed).

**Changes:** PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Customer with advance notice of any such changes. Customer has the option to opt out of the Program subject to section "Customer Removal or Termination" below.

**Compliance with Laws:** All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders, and decisions that relate to or govern its participation in the EV Fleet Program and/or Customer's interactions with customers in connection with the EV Fleet Program.

**Failure to Comply with Terms and Conditions:** Without limitation, and to the greatest extent allowed by law, PG&E and Customer reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Customer or PG&E, whether intentional or unintentional.

**Relocations:** Should Customer request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Customer and in accordance with any EV Fleet Program requirements, laws, regulations, or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Customer shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

**PG&E Termination or Suspension:** PG&E may terminate, or for any duration suspend, Customer's participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

**Customer Removal or Termination:** Should Customer request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Customer shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation. Customer may, at any time within the Term, request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Customer leaves after 1 year it is responsible for \$90k). If the Customer wishes to assign its rights and obligations of this Contract to a new Customer prior to the expiration of the Term, the new Customer may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

**Indemnification:** Customer shall indemnify, hold harmless, and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Customer; (ii) injury to property or other interests of PG&E, Customer, or any third party; (iii) violation of a local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Customer's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Customer shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Customer shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Customer's physical site. PG&E agrees to work closely with Customer on any concerns that may arise related to the party who will perform work on Customer's physical site.

**Insurance Requirements:** Customer shall procure, carry, and maintain the following insurance coverage, and Customer is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents, and employees with respect to liability arising out of work performed by or for the Customer; b) Be endorsed to specify that the Customer insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, state or federal, where Customer performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of or connected with the Work performed by or for the Customer. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of the work performed by or for the Customer are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Customer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Customer shall have all insurance in place before beginning any Work. Upon request, Customer shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.
3. PG&E may inspect the original policies in Sections A or B or require copies at any time. Customer/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Customer's liability under this Contract.
5. Upon request, Customer shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Customer.

**Dispute Resolution:** After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

**No Partnership:** This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Contract render PG&E and Customer liable as partners, co-ventures, or principals.



Clean Energy Transportation  
Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA 94612

**Enforceability:** If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

**Integration:** This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

**Survival:** The provisions of this Contract, which by their nature should survive expiration, cancellation, or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics, and availability of information, shall survive such expiration, cancellation, or other termination.

**Notice:** Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company  
Attn: EV Fleet Program Manager  
300 Lakeside Drive  
Oakland, CA 94612  
Email Address: EVChargeNetwork@pge.com

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Company Name)  
(Street Address)  
(City, Zip)  
(Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

<b>City of Fort Bragg</b>	<b>Pacific Gas and Electric Company</b>
_____ Company Name	_____ PG&E Company Name
_____ Signature	_____ Signature
_____ Print	_____ Print
_____ Title	_____ PG&E Contract Signer Title
_____ Date	_____ Date



**EXHIBIT A**

**PROJECT SCOPE**

**700 S Franklin Street, Fort Bragg, CA 95437**

**Vehicle Summary**

Description	2023	2024	2025	2026	2027	Total
Medium Duty Vehicle	4	1	0	1	2	8

**Charger (EVSE) Summary**

Description	2023	2024	2025	2026	2027	Total
16.6 kW	1	1	0	0	0	2 EVSEs
66.5 kW	2	0	0	0	0	2 EVSEs
Anticipated Load (kW)	149.6 kW	16.6 kW	0	0	0	166.2 kW

Please note that your project was scoped based on the make, model, and power level of your EV charger. Changes to your EV charger selection may impact the charger load of your project. If you would like to change your charger selection, please consult with your Project Manager.

Service Description	
Main Service Size (Amps)	400
Voltage and Phase	277/480V Three Phase

## Appendix A

### PG&E EV FLEET PROGRAM PARTICIPANT DATA REPORTING REQUIREMENTS

EV Fleet program participants are required to provide site, equipment, and utilization data for at least 5 years from the time chargers are operational.

Sites are required to install chargers with Application Program Interface (API) communication capability. Sites with off-road vehicles are excluded from this requirement but must install a separate meter that is dedicated for EV charging.

Below are the data and metrics that may be collected by PG&E through the API. PG&E will contact EVSPs after EVSEs are activated to initiate API testing. Upon activation, Customer must give consent to their EVSP to provide API data to PG&E and its agents and representatives.

Customer agrees to receive and respond to customer surveys throughout the project lifecycle including post-installation, upon request of PG&E or an associated party.

**Table 1. Data collected from API**

Category	Metrics
<b>Site</b>	<ul style="list-style-type: none"> <li>• Pricing Structure (\$/kWh, \$/hour, subscription, free, flat fee, other) (for public charging stations only)</li> <li>• Street Address</li> <li>• City</li> <li>• State</li> <li>• Zip Code</li> </ul>
<b>Equipment</b>	<ul style="list-style-type: none"> <li>• EVSE Manufacturer</li> <li>• EVSE Model</li> <li>• EVSE Model number</li> <li>• EVSE Serial Number</li> <li>• EVSE ID (for public charging stations only)</li> <li>• Demand Max (Maximum rated kW for each EVSE)</li> <li>• Number of ports on associated EVSE</li> <li>• Gateway or non-gateway</li> </ul>
<b>Sessions</b> Data for each charging session that occurs at the site	<ul style="list-style-type: none"> <li>• Maximum rated kW of each port</li> <li>• Start date and time of session</li> <li>• End date and time of session</li> <li>• Equipment outages</li> <li>• Reason for outage</li> <li>• Date and time of when outage started</li> <li>• Date and time of when outage ended</li> <li>• Number of kWh consumed during the session</li> <li>• Average demand (kW) per session</li> <li>• Maximum demand (kW) per session</li> <li>• Total dollar amount charged to the driver for the charging session (for public charging stations only)</li> <li>• Demand charge (\$/kW) (for public charging stations only)</li> <li>• Payment type (for public charging stations only)</li> <li>• Anonymous unique driver ID for each driver/user</li> <li>• Vehicle Make</li> <li>• Vehicle Model</li> <li>• Vehicle Year</li> <li>• Vehicle Type (BEV, PHEV)</li> </ul>
<b>Session Intervals</b> 15-minute interval data for each charging session	<ul style="list-style-type: none"> <li>• Start date and time of interval</li> <li>• End date and time of interval</li> <li>• Number of kWh consumed during the session interval</li> <li>• Average demand (kW) per session interval</li> <li>• Maximum demand (kW) per session interval</li> </ul>
<b>Port Intervals</b> 15-minute interval data for each port each day (96 intervals/port/day)	<ul style="list-style-type: none"> <li>• Start date and time of interval</li> <li>• End date and time of interval</li> <li>• Number of kWh consumed during the interval</li> <li>• Average demand (kW) per interval</li> <li>• Maximum demand (kW) per interval</li> </ul>



## **Appendix B**

### **CPUC'S SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS**

## SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

[Note: Each sponsoring utility must ensure that the following Pre-construction, Construction, and Operational standards are met and report on their compliance at quarterly Program Advisory Council meetings. These requirements are the minimum safety precautions the utilities should meet.]

### Terminology Defined<sup>1</sup>

Acronym	Definition
EV	Electric Vehicle
UL	Underwriters Laboratory
EVSE	Electric Vehicle Supply Equipment safely connects the AC electricity grid at a site to the EV. Sometimes used more broadly to refer to the charging equipment, not including the make- ready infrastructure or other charging infrastructure. May include multiple connectors to charge several EVs or to serve EVs with different types of connectors (e.g., SAE CCS and CHAdeMO)
SAE	Society of Automotive Engineers
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction, as defined by Article 100 of the 2017 National Electric Code: An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. <sup>2</sup>
J-1772 Standard	An SAE standard for electrical and physical interface to facilitate a safe connection from the EVSE for conductive charging

<sup>1</sup> See D.18-01-024 at Appendix A.

<sup>2</sup> 2017 NEC Article 100, Definitions, includes an informational note regarding AHJ: “The phrase ‘authority having jurisdiction’ or its acronym AHJ, is used in National Fire Protection Association (NFPA) documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.”

Acronym	Definition
Level 1 Charging	Charging via AC electrical connection at 120 volts and up to 16 amps, or 1.9 kW.
Level 2 Charging	Charging via AC electrical connection at 208 volts or 240 volts at up to 80 amps.
DC Fast Charging	Charging via DC electrical connection using off-board AC/DC equipment at a fast rate. Not all EVs have this connector.
CHAdeMO and/or CCS Charging Connector Standards	There are three types of standard charging connectors for Direct Current Fast Charging. Vehicles capable of DC fast charging will have one of these ports on the vehicle. Other nonstandard connectors include Tesla and BYD. Most public DCFC currently deployed in California includes standard CHAdeMO and/or CCS Type 1 charging connectors.
IOU(s)	Investor Owned Utility(ies)
EVITP Training	The Electric Vehicle Infrastructure Training Program provides electricians with training for the installation of EVSE. EVITP is a collaboration of industry stakeholders, including automakers, EVSE manufacturers, educational institutions, utility companies, and electric industry professionals. More information is available at <a href="https://evitp.org">https://evitp.org</a> .
NRTL	Nationally Recognized Testing Lab

**Pre-construction:** These EV charging equipment safety requirements must be specified in procurement documents:

1. Charging equipment must be certified by a Nationally Recognized Testing Lab (NRTL).
2. Infrastructure must comply with applicable safety performance requirements associated with the type of TE infrastructure being installed.
  - For light-duty vehicles, compliance with the Society of Automotive Engineers (SAE) J-1772 Standard for Level 1 or Level 2 charging. Compliance with CHAdeMO and CCS for DC fast charging would be appropriate evidence of compliance with this requirement.
  - For other types of TE infrastructure, including any nonstandardized EVSE, the following basic connector safety measures will be required:
    - A passing EVSE safety performance evaluation report performed by a Nationally Recognized Testing Lab (NRTL);
    - When not connected, the vehicle inlet and the EVSE connector must be designed to prevent direct contact with any live components;
    - The vehicle inlet and EVSE connector shall be free of sharp edges and potentially injurious protrusions;
    - The coupler between the vehicle and the EVSE should avoid or mitigate any potentially hazardous conditions such as fires, electrical shock to users, or other personal injuries.
3. Infrastructure and its planned installation must comply with California Electrical Code Article 625.<sup>1</sup>
4. Infrastructure and its planned installation must comply with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and California Building Code Chapter 11B,<sup>2</sup> if applicable, per the AHJ where the EVSE will be installed, unless the appropriate waiver is obtained from local authorities.

<sup>2</sup> California Electrical Code Article 625 covers Electric Vehicle Charging System safety and standards as installed in place. California Code of Regulations, Title 24, Article 625.

<sup>3</sup> California Building Code Chapter 2 includes definition associated with electric vehicle charging stations. CBC Chapter 11B defines requirements for 'Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing.'

5. Outdoor-mounted EVSE must be rated to be installed for outdoor use.
6. For utility infrastructure work on the customer side of the meter, contractors must provide proof of EVITP Certification prior to construction.
7. Contractors must provide the utility proof of a full site assessment, including the appropriate load calculations to ensure existing infrastructure can accommodate additional EV load, or that appropriate infrastructure upgrades will be completed.

**During Construction:**

1. All utility infrastructure work on the customer side of the meter not performed by employees of the IOUs shall be performed by fully licensed electricians. For commercial installations, all electrical contractors should hold a valid C-10 contractor's license.
2. Installations will be designed per Article 625 of the California Electrical Code.

**Operational Safety:**

1. Overcurrent protection associated with utility transformers and distribution circuits that feed power to the charging stations.
2. Overcurrent protection in the meter pedestal/circuit breaker panel that feeds each of the charging stations.
3. Bollard equipment protection installed where appropriate as defined by utility design standards and AHJ requirements.
4. Concrete parking stops to protect equipment where appropriate as defined by utility design standards and AHJ requirements.

**BUDGET AMENDMENT FY 2022/23**

Budget Adjustment #: **2023/24-01**

Budget FY: **FY 2023/24**

Account Description	Account #			FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Miscellaneous Revenues	522	0000	3998	\$ -	\$ 32,000		\$ 32,000	PG&E Incentives
				\$ 32,000	\$ -	\$ -		

**Reason for Amendment:**

RESOLUTION # :

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**Authorization:**

Requested By:	<u>Finance/Admin Dept</u>	Signature: _____	Date: _____
Approval:	<u>Isaac Whippy</u>	_____	_____
Finance Use:	<u>Adriana Moreno Ramos</u>	_____	_____

*Attach copies of Resolution or other documentation*



**BUDGET AMENDMENT FY 2022/23**

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

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

**Reason for Amendment:** RESOLUTION # : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorization:**

Requested By: Finance/Admin Dept \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: Isaac Whippy \_\_\_\_\_

Finance Use: Adriana Moreno Ramos \_\_\_\_\_

**Attach copies of Resolution or other documentation**

**From:** [Jacob Patterson](#)  
**To:** [City Clerk](#)  
**Subject:** Public Comment -- 7/10/23 CC Mtg., Item No. 5C, EV chargers at PD  
**Date:** Saturday, July 08, 2023 2:09:05 PM

---

City Council,

I am excited for these level 3 chargers to be installed at the PD and am happy to see another grant available to help defray our local costs for this important infrastructure. That said, I would like to draw your attention to the following language in the funding documents included in this agenda item (emphasis added):

EV Drivers' Right to Access: Customer shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Customer may decide to make the EVSE available only to its employees, tenants, or lessors; under the terms of the EV Fleet Program, ***Customer decides whether to make the EVSE available to other 3rd parties.***

Numerous people from the Grassroots Institute and other local community members have been advocating for additional EV charging stations around town. These very fast Level 3 chargers are much more efficient and quick compared to the Level 1 and Level 2 chargers that are more common. As a result, I encourage the City Council to direct staff to be sure that the EV charging stations that will be installed as part of this project be made available for public use as well as for the City's fleet.

Obviously, our PD vehicles should always get priority and at least one charger should be reserved exclusively for City use but I encourage the Council to make the other chargers available for all to use. That might necessitate making sure the chargers include a way for people to pay for their charge (or not, I don't mind not charging for modest electricity use for EVs) like the existing chargers by City Hall but I think it is important to consider making the policy decision to allow for public use of these Level 3 chargers. In fact, the intended locations in the PD lot are already in an area open to the public.

Regards,

--Jacob



# City of Fort Bragg

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

## Text File

File Number: 23-220

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5D.

Receive and File Minutes of the December 21, 2022 Public Safety Committee Meeting



# City of Fort Bragg

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

## Meeting Minutes Public Safety Committee

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Wednesday, December 21, 2022

3:00 PM

Via Video Conference

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### MEETING CALLED TO ORDER

Meeting Chair Peters opened the meeting at 3:10 PM

### ROLL CALL

Present: 2 - Bernie Norvell and Lindy Peters

### 1. APPROVAL OF MINUTES

1A. [22-617](#) Approve Minutes of the Public Safety Committee Meeting February 16, 2022.

Moved by Chair Peters and seconded by Committee Member Norvell that the minutes be approved as presented.

### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comments made by:

Nick regarding bicycle safety

### 3. CONDUCT OF BUSINESS

3A. [22-618](#) Discussion Regarding Flock Cameras

Chief of Police Cervenka presented the topic of Flock Cameras and their potential asset to the Police Department for the safety of our community. Flock Cameras are a self contained, solar powered, stand alone unit that read vehicle license plates which can alert law enforcement agencies of any wanted vehicles in the area. Chief Cervenka went on explaining the benefits of installing these cameras within the City of Fort Bragg especially since staffing is on the decline and crimes is on a rise. The cameras are biased, based on to the fact that they only read vehicle license plates and do not focus on drivers and or passengers. They will not be used as traffic enforcement either since they are not meant to be used for that purpose. The retention of information for the cameras is a 30 day retention period, after that the data is automatically deleted.

Chief Cervenka made it clear that the Police Department wants to be transparent with public and inform the public of the purchase and installment of the Flock Cameras in the City. The proposed locations of cameras would be a at Pudding Creek Bridge, Grove Street, Walnut Street, Noyo Bridge, and the intersection of Highway 20 and South Harbor Drive.

According to Chief Cervenka the estimated cost for two years for the Flock Cameras is \$48,000

which includes: the purchase of the cameras, the software program, data and transparency portal. Currently, the Fort Bragg Police Department is working with Pacific Gas and Electric to obtain a \$5,000 grant to assist with the purchase of the cameras that will be installed next to their substation on Grove Street and service center on Walnut Street.

Chair Peters questioned the fact if these cameras are live feed cameras. Laura Holland from Flock Safety responded that the cameras are still images and no live image is available.

Chief Cervenka reiterates that with these cameras our Police Department will be connecting to other law enforcement agencies within the County and will be very beneficial.

Chair Peters commented that the price for the cameras and software package is reasonable considering you are not able to have the man power in the Department to do what these cameras do. Peters had no objections to the purchase of the cameras on behalf of the committee but suggest to put it before the City Council to be approved in order to keep the transparency.

### **3B. [22-619](#) Increase Of Fentanyl In The Community**

Chief of Police Cervenka began stating that there has been a surge on overdose cases in the City. The Fort Bragg Police Department have made efforts to contain the overdose cases from increasing further. He mentioned that in the last month there have been four arrest within the City of Fort Bragg connected to fentanyl drug sales. Currently the officers are working towards obtaining more information to where these local subjects obtain their fentanyl from and collaborating with Mendocino County Task Force to attempt in cutting off fentanyl supplies to this area. The Fort Bragg Police Department will be receiving a sophisticated drug testing piece of equipment through the Asset Forfeiture Program from the Mendocino County District Attorney Office in January. The drug testing equipment will be used out in the field by officers to test materials and suspected narcotics without endangering their life.

As of now, only one officer within the Police Department is trained in Advanced Roadside Impaired Driving Enforcement. Within the next coming year the Police Department will be hosting the same training for the rest of the officers in the department so that they can start identifying drivers under the influence of narcotics.

Chair Peters commented on the danger of fentanyl. Chief Cervenka reiterated that fentanyl is very dangerous especially when the exposure is airborne to a non tolerant person.

## **4. MATTERS FROM COMMITTEE / STAFF**

### **4A. [22-620](#) Receive Oral Update From Staff on Departmental Activities**

Fire Chief Orsi reminded the community on fire safety and to use common sense when it comes to candles and numerous extension cords this time of year. Chief Orsi mentioned that people in the community have been much safer in the most recent years when it comes to fire safety. He had no further updates for the Fire Department.

Chief of Police Cervenka briefly mentioned the recruitments for Community Service Officer, Peace Officer, and Sergeant. He briefly commented that Code Enforcement has been moved over to the Police Department from City Hall and is now settled in. Chief Cervenka commended the Care Response Unit for doing an outstanding job with the Extreme Weather Shelter. Lastly, he mentioned that in May the Police Department will be hosting a training called "Why'd You Stop Me", a program that is very progressive in de-escalation and tactical communication efforts in helping the community and Police Department work better together.

Public Works Director John Smith provided an update on the new signage that will be installed in the areas of the school zones. In addition there will be new signs to keep commercial compressor unit trucks out of residential areas due to the noise level. Lastly, he mentioned the new water meter project that it is currently underway.

## **ADJOURNMENT**

**Chair Peters adjourned the meeting at 4:05 PM**



# City of Fort Bragg

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

## Text File

File Number: 23-225

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5E.

Approve Minutes of June 12, 2023



# City of Fort Bragg

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

## Meeting Minutes City Council

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

Monday, June 12, 2023

6:00 PM

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

### CALL TO ORDER

Mayor Norvell called the meeting to order at 6:01 PM.

### ROLL CALL

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

### AGENDA REVIEW

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

**1A. [23-182](#)** Presentation of Proclamation Recognizing June 19-25, 2023 as National Pollinator Week

Councilmember Peters read the proclamation recognizing June 19-25 as National Pollinator Week.

**1B. [23-183](#)** Presentation of Proclamation Declaring June 2023 as LGBTQI+ Pride Month

Councilmember Albin-Smith read the Pride Month proclamation

**1C. [23-187](#)** Receive Presentation from Mendocino Coast Humane Society

Judy Martin, executive director of the Mendocino Coast Humane Society, presented her annual report to the City Council.

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

(1) Tammy Bray requested to discuss the issue of the train whistle after quiet hour and an unknown second speaker spoke in support of the of animal shelter.

(2) None

(3) N/A

#### **3. STAFF COMMENTS**

None.

#### **4. MATTERS FROM COUNCILMEMBERS**



Councilmember Albin-Smith showed her support for Pollinator Week by wearing her bee earrings. Councilmember Peters shared that he along with Councilmember Rafanan and City Manager Peggy Ducey took a tour of the Humane Society with Judy Martin. He also attended former Planning Commissioner's Miklose's celebration of life and noted that the Mayor Norvell had nice words to shared on behalf of the City.

## **5. CONSENT CALENDAR**

Councilmember Peters and Albin-Smith requested that Item 5A be pulled to discuss details.

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

**A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, to approve the Consent Calendar with the exception of Items 5A. The motion carried by the following vote:**

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

- 5B. [23-122](#)** Resolution of the Fort Bragg City Council Approving Contract with Governmentjobs.com DBA NEOGOV for the Implementation of Human Resources Management Suite for the Public Sector and Authorizing City Manager to Execute Contract (Total Amount Not to Exceed \$36,891.30)

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

Enactment No: RES 4692-2023

- 5C. [23-172](#)** Approve Scope of Work for a RFP for Construction Management Contract for 2022 Streets Rehabilitation Project

**This Scope of Work was approved**

- 5D. [23-180](#)** A Resolution of the Fort Bragg City Council Authorizing the City Manager to Act on Behalf of the City for the Purpose of Applying for a Grant with the State Water Resources Control Board to Fund a Planning Study for the Construction of a Recycled Water Facility

**This Consent Calendar was approved**

- 5E. [23-169](#)** Receive and File Minutes of the March 09, 2023 Public Works and Facilities Committee Meeting

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

- 5F. [23-175](#)** Approve Minutes of May 22, 2023

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

## **ITEMS REMOVED FROM CONSENT CALENDAR**

- 5A. [23-186](#) Resolution of the Fort Bragg City Council Approving a Professional Services Agreement with Mendocino Coast Humane Society for Provision Of Animal Care and Shelter Services and Dog Licensing Program and Authorizing City Manager to Execute Same (Amount Not to Exceed \$18,000 in FY 2022-2023 Account No. 110-4110-0319 \$31,500 in FY 2023-24; Account No. 110-4200-0314)

**A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that the Staff Report be approved. The motion carried by the following vote:**

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

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

None.

## **7. PUBLIC HEARING**

- 7A. [23-173](#) Receive Report, Conduct Public Hearing, and Consider Adopting Resolution of the Fort Bragg City Council Determining that the Public Interest and Necessity Require the Acquisition of Certain Real Property Interests for a Public Project and Directing the Filing of Eminent Domain Proceedings

### **Mayor Norvell opened the public hearing at 6:37 PM.**

Public Works Director John Smith presented the staff report on this agenda item and he introduced Alan Sozio attorney from Burke, Williams & Sorensen who was available via Zoom. Property owner's legal counsel Mr. Stephen Johnson provided a rebuttal to council and presented the issues they have with this eminent domain.

**Public Comment:** Jacob Patterson

### **Mayor Norvell closed the public hearing at 7:10 PM.**

**Discussion:** After holding discussion on the matter, all Councilmembers agreed to support this acquisition of real property.

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

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

Enactment No: RES 4695-2023

## **8. CONDUCT OF BUSINESS**

- 8A. [23-184](#) Receive Report and Consider Adoption of Municipal Improvement District No. 1 Resolution Approving the Contract with Fort Bragg Electric, for the Elm Street Lift Station Project; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$98,417.00, Account No. 716-7007-0731 &

714-4713-0741); and Finding the Project Exempt from CEQA Under 14 CCR 15301b Existing Facilities

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

**Public Comment:** None.

**Discussion:** All Councilmembers were in support of this project.

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

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

Enactment No: RES ID 475-2023

**8B. [23-171](#)** Receive Report and Provide Direction to Staff Regarding a Ballot Measure Extending Special Purpose Transactions and Use Tax for Street Maintenance and Improvements

Assistant Director Engineering O’Neal presented a report on the ½ cent sales tax for street repairs.

**Public Comment:** None.

**Discussion:** The council asked clarifying questions and all Councilmembers are in agreement to remove the sun-setting clause of the measure and to have this measure go on the November 7 ballot.

This Report was accepted

**9. CLOSED SESSION**

**ADJOURNMENT**

Mayor Norvell adjourned the meeting at 7:41 PM

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

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

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



# City of Fort Bragg

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

## Text File

File Number: 23-213

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Letter of Intent (LOI) with Syserco Energy Solutions (SES) for the Facilities Solar Project and Authorizing City Manager to Execute the Same



**AGENCY:** City Council  
**MEETING DATE:** July 10, 2023  
**DEPARTMENT:** Public Works  
**PRESENTED BY:** A. Huerta and & Syserco Energy  
**EMAIL ADDRESS:** [ahuerat@fortbragg.com](mailto:ahuerat@fortbragg.com)

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Approving Letter of Intent (LOI) with Syserco Energy Solutions (SES) for the Facilities Solar Project and Authorizing City Manager to Execute the Same**

### **ISSUE:**

The City of Fort Bragg has an interest in exploring opportunities to develop and implement projects across the City's portfolio of facilities that will result in ongoing climate protection and operational cost savings. The City has installed solar PV systems in some select locations and has identified numerous additional site locations where the installation of solar PV will provide enhanced benefits to the City. On December 15, 2022, the California Public Utilities Commission (CPUC) unanimously voted to approve the transition of Net Energy Metering (NEM) from NEM 2.0 to NEM 3.0. NEM 3.0 drastically alters the way solar system owners are compensated for the energy they generate and provide to the utility grid, lowering the value that owners are able to capture with their new solar systems. In order to preserve NEM 2.0 status for at least (20) years, the City must complete a series of steps that will result in all new solar PV systems being installed and connected to the utility grid by April 15, 2026. Anticipating a drastic increase in the construction of solar PV systems across the state of CA over the next 2.75 years and in consideration of extremely long lead times for materials, in some cases upwards of 70-90 weeks, City staff emphasizes the importance of finalizing project development and moving into the construction of the systems as quickly as possible.

### **ANALYSIS:**

In January 2023, City staff engaged with a turnkey energy solutions company called Syserco Energy Solutions, Inc. (SES). SES and City staff began discussing the possibility to implement additional solar PV systems at multiple City-owned facilities. SES educated City staff about the pending changes by the CPUC involving the transition from NEM 2.0 to NEM 3.0. Staff recognized the importance of taking action in order to identify all possible locations where the installation of solar PV would benefit the City financially and environmentally. In order to preserve NEM 2.0 status for any future solar PV systems, the CPUC required a preliminary design of each solar system to be completed and submitted as an Interconnection Application. All Interconnection Applications were required to be submitted by April 15, 2023 and accepted by PG&E in order to maintain NEM 2.0 status for at least the next (20) years.

SES completed a Utility Data Analysis of each City-owned facility and analyzed each site to determine the viability and potential value to the City of installing solar PV on a site by

site basis. It was determined that (6) sites met the criteria to be considered for the installation of solar PV and SES completed preliminary designs for these (6) sites in order to submit Interconnection Applications for each site. SES performed this work at no cost to the City and all (6) Interconnection Applications were successfully submitted ahead of the April 15, 2023 deadline. The following is a list of the (6) sites where Interconnection Applications were submitted and accepted by PG&E:

1. City Hall, 416 North Franklin St.
2. Corp Yard / Water Treatment Plant, 31301 Cedar St.
3. CV Starr Center, 300 South Lincoln St.
4. Fire Department, 141 North Main St.
5. Police Station, 250 East Cypress St.
6. Waste Water Treatment Plant, 100 W Cypress St.

If the City chooses not to move forward with the project and the solar systems are not completed and connected to the utility grid by the deadline, then any future solar systems will be under the NEM 3.0 configuration, thus significantly reducing the overall financial value of the systems.

In order to complete the final design and detail the Scope of Work, Project Costs, and Utility Savings, SES must complete the Project Development phase of the project. SES has submitted a Letter of Intent (LOI) to City staff for consideration of approval. Upon approval of the LOI, City staff will continue working with SES to finalize the development of the project in order to finalize all project details and move into an implementation Agreement under CA Government Code 4217. Renewable energy and energy efficiency projects may be sole-sourced or procured through either formal or informal procurement under Govt C §§4217.10-4217.18, if the city council is (1) able to make findings at a regular meeting, following a public hearing, that the cost of the proposed project will be less than the anticipated cost of energy that would have been consumed by the city if the project is not completed (i.e., the energy cost savings exceed the project costs).

City staff and SES have discussed (3) different funding sources that are typically used by public agencies for similar solar PV projects. These options include Capital Outlay, Power Purchase Agreement (PPA), and a Tax-Exempt Lease Purchase (TELP). SES has shared details relating to the Pros and Cons of each funding source and the associated financial gains that may be realized by the City. City staff recognizes that further evaluation of project funding options is required and the finalization of project funding will be determined during the subsequent Project Development phase. Depending on which funding source is identified as most favorable to the City, the lifecycle cost savings that will result from implementing this project is expected to be in the range \$9M - \$20M NET Savings over the life of the equipment installed. Staff is also aware of an eligible project incentive that can be applied for as part of the Inflation Reduction Act (IRA). Under the IRA, eligible project costs are subject to receive a project rebate in the 25.5% - 30% range, depending on how the project is funded, whereas eligible costs funded with capital outlay is eligible for a 30% rebate, and a project funded with a TELP is eligible for a 25.5% rebate. The IRA project rebate will be included in the overall project cash flows that will be developed by SES

during the Project Development phase, in order to assist City staff with understanding the overall financial benefits of the project.

**RECOMMENDED ACTION:**

Adopt a resolution authorizing City staff to approve a Letter of Intent (LOI) with Syserco Energy Solutions for the completion of Project Development with the intent to enter into an Energy Services Agreement for the implementation of the project under California Government Code 4217.

**ALTERNATIVE ACTION(S):**

Do not proceed with Project Development which may result in the inability for the City to secure NEM 2.0 status for the proposed solar PV systems, in consideration of the anticipated project development and implementation schedule.

**FISCAL IMPACT:**

The LOI as submitted by Syserco Energy Solutions includes a Break Fee in the amount of \$63,287. If SES does not meet the criteria as outlined in the LOI, there shall be no charge to the City. If SES does meet the criteria as outlined in the LOI and the City enters into a project implementation Agreement with SES, then the Break Fee shall be included in the Final Project Cost, presented at the conclusion of the Project Development. If SES does meet the criteria as outlined in the LOI and the City does not enter into an Agreement with SES for the implementation of the project, then the Break Fee amount shall be paid to SES.

**GREENHOUSE GAS EMISSIONS IMPACT:**

The project is expected to significantly reduce greenhouse gas emissions by the City. The amount of greenhouse gas emission reduction will be determined at the conclusion of the Project Development phase.

**IMPLEMENTATION/TIMEFRAMES:**

Upon approval of the LOI, it is expected to take 4-6 months for completion of final Project Development. At the completion of Project Development, and upon entering into a project implementation Agreement, the project implementation phase of the project is expected to take 18-24 months.

**ATTACHMENTS:**

1. Resolution
2. Letter of Intent with Syserco Energy Solutions
3. Presentation - Solar PV Project Development & Implementation

**NOTIFICATION:**

N.A

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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE LETTER OF INTENT (LOI) WITH SYSERCO ENERGY SOLUTIONS (SES) AND AUTHORIZING CITY MANAGER TO DO THE SAME FOR THE COMPLETION OF SOLAR PV PROJECT DEVELOPMENT WITH THE INTENT TO ENTER INTO A PROJECT IMPLEMENTATION AGREEMENT CONSISTENT WITH GOVT CODE §§4217.10-4217.18,**

**WHEREAS**, City staff has pursued energy-saving solar PV projects to reduce operating costs and reduce greenhouse gas emissions at various facilities; and

**WHEREAS**, the California Public Utilities Commission (CPUC) unanimously voted to approve the transition of Net Energy Metering (NEM) from NEM 2.0 to NEM 3.0., which drastically alters the way solar system owners are compensated for the energy they generate and provide to the utility grid; and

**WHEREAS**, SES, an energy solutions company specializing in energy efficiency and solar PV, performed an analysis, at no cost to the City, to identify all viable site locations where solar PV installed under NEM 2.0 will provide the greatest financial value to the City; and

**WHEREAS**, SES completed preliminary designs for each of (6) City-owned site locations and worked with staff to successfully submit Interconnection Applications and gain acceptance by PG&E to preserve NEM 2.0 status for at least (20) years; and

**WHEREAS**, it is understood by the City that a pending deadline exists that requires all future solar PV systems to be designed, installed, and connected to the utility grid by April 15, 2026; and

**WHEREAS**, market conditions in the solar PV industry are hampered by long lead times for the procurement of certain required materials, thus creating a situation where delaying the process of completing the final development and implementation of the projects may jeopardize the opportunity for the City to secure NEM 2.0 status for future installed solar PV systems; and

**WHEREAS**, in accordance with California Government Code Section 4217.10-4217.18, renewable energy and energy efficiency projects may be sole-sourced or procured through either formal or informal procurement if the City Council is able to make findings at a regular meeting, following a public hearing, that the cost of the proposed project will be less than the anticipated cost of energy that would have been consumed by the City if the project is not completed (i.e., the energy cost savings exceed the project cost); and

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

1. This project is a positive step in the reduction of greenhouse gas and operating costs at various facilities owned and operated by the City.
2. It is expected and shall be determined during the subsequent Project Development phase that, the cost of the proposed Project will be less than the anticipated cost of energy that



would have been consumed by the City if the project is not completed in accordance with Govt Code §§4217.10-4217.18.

3. There are multiple project funding sources available to the City to utilize for this project that will not require capital outlay and will result in positive annual cash flow and significant NET savings to the City, over the useful life of the equipment being installed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the Letter of Intent with Syserco Energy Solutions for the Facilities Solar Project and authorizes the City Manager to execute the same.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 10 day of July 2023, by the following vote:**

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

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**June Lemos, MMC**  
City Clerk

July 3, 2023

Peggy Ducey  
City Manager  
City of Fort Bragg  
416 North Franklin St.  
Fort Bragg, CA 95437

Mr. Gabe Johnson  
Syserco Energy Solutions, Inc.  
1425 North McDowell Blvd., Suite 115  
Petaluma, CA 94954

**Subject: Letter of Intent (LOI) to Contract and Approval to Proceed with Detailed Engineering and Final Project Development for NEM2 Solar PV**

Dear Mr. Johnson,

The City of Fort Bragg (“City”) has reviewed the Preliminary Solar Designs presented by Syserco Energy Solutions, Inc. (“SES”), that details an opportunity for the City to reduce Utility Costs by installing solar PV under NEM 2.0 status. The City requests that SES proceed with Project Development and Detailed Engineering of the City’s NEM 2.0 Solar PV portfolio, consisting of the following systems and site locations:

1. City Hall (~40.7 kW)
2. Corp Yard / Water Treatment Facility (~134.6 kW)
3. CV Starr Center (~453.7 kW)
4. Fire Station (~22.1 kW)
5. Police Station (~46 kW)
6. Waste Water Treatment Plant (~340.4 kW)

City staff worked closely with SES to identify all viable locations where the City had an opportunity to install solar PV and submit Interconnection Applications through PG&E to secure NEM 2.0 status. Six locations were identified and all (6) Interconnection Applications were successfully submitted and accepted by PG&E. In order to maintain NEM 2.0 status and realize the maximum financial value of these systems, each system must be designed, built and receive Point of Connection (POC) approval by PG&E by April 15, 2026. If these systems are unable to be built and preserve NEM 2.0 status ahead of the deadline, the financial gains of the generated electricity for the City will be significantly devalued. In consideration of current market and supply chain conditions, City staff recognizes extremely long lead times for various components that are required for successful completion of the projects, and recommends finalizing Project Development and Project Implementation as quickly as possible so as to not jeopardize the financial gains that will be realized by the City by implementing these solar PV

systems. Additionally, as part of this Scope of Work, SES will analyze the City’s existing solar systems and provide a summary of options, relating to repairing, improving and/or refinancing. Additional energy conservation measures and/or infrastructure improvement measures may also be included as part of this final Project Development, at the discretion and mutual agreement of both parties.

The purpose of this Detailed Engineering and Final Project Development is to determine the feasibility of entering into a negotiated Energy Services Agreement (Agreement) utilizing CA GC 4217 for the Design-Build Implementation of these projects.

The City intends to enter into either an Energy Services Agreement (“Agreement”) with SES, or a Power Purchase Agreement (PPA) with 3<sup>rd</sup> party provider, if the following Project Criteria is met:

- 1. Budget Impact: Project must not impact existing City capital budget. Capital Outlay by the City shall not be required unless desired by the City.
- 2. Annual Savings: Must meet annual Project Costs, at minimum.
- 3. Energy Savings: 100% of energy savings goes directly to the City. Savings shall not be shared with SES or others.
- 4. Financing: The City shall have the opportunity to qualify for project Financing, if applicable, at the discretion of the City.
- 5. Financing Term: Shall not exceed the useful life of the proposed systems.
- 6. Rebate/Grant Application: Program shall include administrative support for all grants and rebates, if available, including Inflation Reduction Act.
- 7. Design-Build Construction: All systems shall be designed and built by Syserco Energy Solutions.
- 8. Procurement Method: Procurement shall meet provisions of California Government Code 4217.

The City agrees to work exclusively with SES through the duration of the Project Development and Detailed Engineering effort.

The City intends to enter into either an Energy Services Agreement with SES, or a PPA with 3<sup>rd</sup> party provider, within 60 days following the delivery of a final Energy Services Proposal (ESP) that will result from the Final Engineering and Project Development that SES will perform.

All costs associated with Final Engineering and Project Development performed by SES shall be incorporated into the final Lump Sum Fixed Price of the Agreement.

In the event SES cannot meet this Project Criteria, there will be no charge to the City for engineering, pre-construction activities, project development or estimating costs incurred by SES for the development of the projects.

In the event SES meets the Project Criteria above and City does not enter into the Agreement with SES within sixty (60) days of submittal of the ESP, then the City shall pay SES a Break-Fee in the amount of:

Sixty-Three Thousand Two-Hundred Eighty-Seven Dollars  
(\$63,287)

**ACTIONS TO BE PERFORMED:**

In order for SES to complete the Work, City shall provide SES with the following (if not already provided):

- 2-year history of utility bills and a signed form authorizing SES to act as an Agent for City and receive the data directly from the Utility Provider(s).
- Records of existing solar PV Agreements, including access to existing solar PV production data, where applicable.
- Reasonable access to facilities and design drawings

The Work is a very collaborative effort. The Work is intended to form the basis of a Final Proposal and contracting documents. Therefore, City shall also:

- Assign a main Point of Contact for the Work: John Smith, Director of Facilities
- Provide reasonable access to Key Stakeholders:
  - Peggy Ducey, City Manager

**TIMELINE AND MILESTONES:** SES will initiate this Work immediately upon acceptance of this Letter. Formal progress review meetings will be conducted regularly throughout the process of the Work. During these review meetings, SES will make recommendations based on preliminary analysis, while City will provide final direction regarding acceptance of the recommended Scope(s) of Work of the Project. The goal of these review meetings is to focus engineering / project development efforts, budgeting, and savings assessment of the measures that possess a high probability for implementation.

The following are proposed key milestone dates:

- July, 2023 - Authorization to Proceed based on signature of LOI
- August, 2023 - Project Development Kickoff Meeting
- Oct, 2023 - 30% Design Review Meeting
- Nov, 2023 - 60% Design Review Meeting
- Dec, 2023 - 90% Pre-Final Workshop Meeting
- Jan, 2024 - Project Development Completion
- Feb, 2024 - Agreements Approved by City Council
- March, 2024 - Project Implementation begins



- March, 2024 – January, 2026 : Estimated Project Implementation Timeline, based on current lead times and market conditions for material availability

Please signify acceptance of this Letter of Intent by signing below.

Letter of Intent Authorized by:

Peggy Ducey  
City Manager  
City of Fort Bragg

Scott Meinzen  
VP General Manager  
Syserco Energy Solutions, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

# City of Fort Bragg

## Solar PV Project Development & Implementation



July 10, 2023



# Who is Syserco Energy Solutions?



## Energy Services Company (ESCO)

Syserco Energy Solutions is a design-build ESCO that helps public entities save money and reduce greenhouse gas emissions by implementing energy efficiency, solar PV, and battery storage systems.

Offices in Petaluma & Fremont, CA

~25MW of “active solar projects” 2023



# Installing Solar PV Ahead of Net Energy Metering (NEM) 3.0

Why is This Important and What Does it Mean?



# What is NEM 3.0?

On December 15, 2022, the California Public Utilities Commission (CPUC) unanimously voted to approve NEM 3.0

NEM 3.0 drastically alters the way solar system owners are compensated for the energy they generate and provide to the utility grid, lowering the value that owners are able to capture with their new solar systems.



# What Does This Mean?



- ▶ The previous program (NEM 2.0) export rate was **\$0.30/kWh**
- ▶ Potential reduction in compensation ranges from 75 - 80%
- ▶ Under NEM 3.0, PG&E customers with solar systems will receive only **\$0.08/kWh** on average for the same energy they've been providing to the utility grid

The City of Fort Bragg has taken a huge step to lock in the lucrative NEM 2.0 tariff by successfully submitting Interconnection Applications ahead of the 4/14/23 deadline

In order to preserve NEM 2 status for at least 20 years, the systems must be built and connected to the grid by 4/15/2026

# Lead Times on Materials are Long, so This is Going to Take Some Time

Some electrical components  
have lead times upwards of 70-  
90 weeks

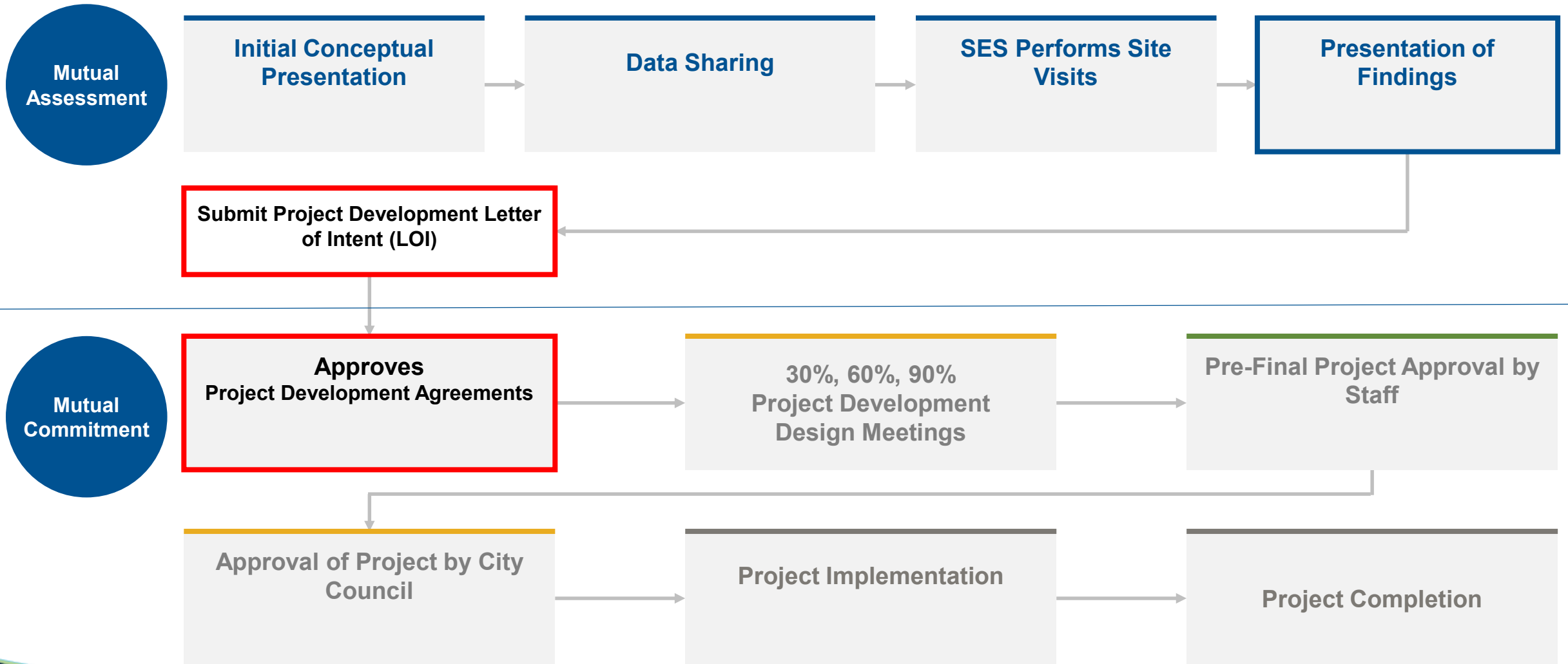
Preliminary design completed

Project Development is next

Then construction begins.



# Project Development Process





# Project Summary

Solar PV Installed @ 6 Sites =  
1.037MW

- ▶ City Hall
- ▶ Corp Yard & Water Treatment Plant
- ▶ CV Starr Center
- ▶ Fire Department
- ▶ Police Station
- ▶ Waste Water Treatment Plant



# City Hall – 40.7 kW





# Corp Yard & Water Treatment Plant – 134.6 kW



# Cv Starr Center – 453.7 kW





# Fire Station – 22.1 kW



# Police Station – 46.0 kW





# Waste Water Treatment Plant – 340.4 kW



# Inflation Reduction Act (IRA)



- \* Available through Bipartisan Infrastructure Law (BIL)
- \* ~\$370B for Climate Legislation – not just solar
- \* First come, first served
- \* Called a “tax credit”, awarded as a grant/rebate
- \* 30% Off Eligible Costs (Cash Purchase)
- \* 25.5% Off Eligible Costs (Lease Purchase)
- \* Not available as direct payment under PPA, but does benefit project

# ESTIMATED Summary of Project Costs



(Actual costs finalized during Project Development phase)

Site Name	ROM Budget Price	ROM IRA Rebate
City Hall	\$195,000	\$49,725 - \$58,500
Corp Yard / Water Treatment	\$740,000	\$188,700 - \$222,000
CV Starr Center	\$2,495,000	\$636,225 - \$748,500
Fire Station	\$106,000	\$27,030 - \$31,800
Police Station	\$221,000	\$56,355 - \$66,300
Waste-Water Treatment Plant	\$1,872,000	\$477,360 - \$561,600

# Financials

## Life-Cycle Cash Flow Comparisons



	Tax Exempt Lease Purchase (TELP), 15-yr term	Cash Purchase	Power Purchase Agreement (PPA)
City Cost	None	\$3,847,270	None
Year 1 Cash Flow	\$15,406	\$368,660	\$19,496
<b>NET Project Lifecycle Savings</b>	<b>\$ 16,918,772</b>	<b>\$ 20,495,927</b>	<b>\$ 8,983,688</b>

# Next steps

**Approve LOI for Project Development,,, to Finalize:**

1. Detailed Scope of Work
2. Project Price
3. Annual Energy Savings
4. Funding Source(s)

*At the conclusion of the Project Development Phase, Final Recommended Project Shall be Presented to City Council for Consideration of Approval under CA Government Code 4217 to execute Energy Services Agreement and begin construction*



# Questions?

Please feel free to contact me.

Gabe Johnson  
Account Executive

[g.johnson@syserco-es.com](mailto:g.johnson@syserco-es.com) | 707.227.6377





# City of Fort Bragg

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

## Text File

File Number: 23-218

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8B.

Resolution of the Fort Bragg City Council Authorizing the Execution of an Employment Agreement for Assistant City Manager/Police Chief with Neil Cervenka

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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR ASSISTANT CITY MANAGER/POLICE CHIEF WITH NEIL CERVENKA**

**WHEREAS**, Fort Bragg Police Chief Neil Cervenka has served the City of Fort Bragg since July 25, 2023; and

**WHEREAS**, Chief Cervenka has shown over the past year that he possesses the experience, knowledge, and leadership qualities to be an excellent Police Chief; and

**WHEREAS**, the Fort Bragg City Manager may at times need to be away from the City and not be able to fulfill all of her management responsibilities while gone; and

**WHEREAS** in order to ensure the continuity of leadership of the City's operations and administration when the City Manager is away from the City, the Fort Bragg City Manager would like to appoint Chief Cervenka to the position of Assistant City Manager/Police Chief; and

**WHEREAS**, the City Manager has reviewed Chief Cervenka's recent performance as the Police Chief as well as his leadership capabilities and qualifications to serve as Assistant City Manager/Police Chief and has determined on the basis of his experience and qualifications that he is knowledgeable in the field of governmental and municipal administration; and

**WHEREAS**, the Fort Bragg City Manager believes that it is in the best interests of the City to employ Chief Cervenka as Assistant City Manager/Police Chief and to provide for the terms and conditions of Assistant City Manager/Police Chief's continued City employment through an employment agreement.

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

Section 1. The City Council, City Manager, and Chief Cervenka have agreed to the terms and conditions set forth in the employment agreement.

Section 2. The City Council approves the Assistant City Manager/Police Chief Employment Agreement, attached hereto as Exhibit "A", and incorporated herein by this reference, and authorizes the Mayor to execute the Assistant City Manager/Police Chief Employment Agreement with Neil Cervenka.

**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 10th day of July 2023, by the following vote:**

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

---

**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

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

ASSISTANT CITY MANAGER/POLICE CHIEF EMPLOYMENT AGREEMENT  
Between the City of Fort Bragg,  
a Municipal Corporation,  
and Neil Cervenka

I. PARTIES AND DATE

This Agreement is dated July 10, 2023, and is effective as of final approval by the City of Fort Bragg City Manager, by and between the City of Fort Bragg, California, a municipal corporation (the "City"), and Neil Cervenka, an individual (Cervenka) (collectively the "Parties").

- A. The City requires the services of a Police Chief;
- B. Cervenka has the necessary education, experience, skills and expertise to serve as the City's Police Chief;
- C. The City Manager of the City (the "City Manager") desires to continue to employ Neil Cervenka as the Fort Bragg Police Chief;
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

II. EMPLOYMENT

The City has continually employed Neil Cervenka as its Police Chief since July 25, 2022. City wishes to continue Police Chief's employment, as well as expand his responsibilities to serve as Assistant City Manager/Police Chief.

III. COMMITMENTS AND UNDERSTANDINGS

A. The Assistant City Manager/Police Chief's Commitments

- 1. Duties & Authority:
  - Cervenka shall be the Assistant City Manager/Police Chief of the City upon execution of this Agreement and be responsible to the City Manager for the proper administration of assigned duties and responsibilities of the City.
  - Plans, organizes, directs and coordinates the activities of Police Department in the preservation of order, protection of life and property; enforcement of all federal, state and local laws, codes and ordinances, investigation and prevention of crime; and maintenance of effective communication and records systems and other support activities.
  - Develops, implements and revises departmental rules, procedures and policies; reviews actions and conduct of subordinates, recommends corrective action and maintains effective discipline throughout the department.
  - Directs and participates in the development, implementation and monitoring of annual departmental budget; prepares reports and recommendations concerning proposed city

activities and their budgetary and/or staffing impact on the city and the police department and recommends purchase of equipment and supplies.

- Identifies and develops solutions to difficult community and organizational problems and assures effective implementation through the Police Department.
- Recommends appointment and evaluates Police Department personnel, assigns work projects; coordinates work or subordinates and has general accountability for the effectiveness of all operations; observes and takes corrective action on significant employee relations problems; and implements Affirmative Action Program within the Police Department.
- Develops and ensures enforcement of Police Department operating policies and procedures.
- Coordinates Police Department activities and maintains liaison with other federal, state, county and local law enforcements related agencies on judicial, prosecution and defense issues.
- Represents the Police Department before the City Council and other governmental bodies; prepares and presents special studies and reports concerning Police Department programs and activities.
- Represents the Police Department before various community groups, develops and implements the department's community relation efforts with special emphasis toward community oriented policing principles and practices and maintaining positive and effective relationships among the various communities in Fort Bragg.
- Reviews reports on crimes committed, arrests made, investigations conducted and unusual incidents requiring documentation and assure their transmittal to other agencies and the City manager as appropriate.
- Investigates or directs investigation of citizen complaints.
- In the absence of the City Manager or at the direction of the City Manager, perform all duties of the City Manager as set forth in Chapter 2.16 of the Fort Bragg Municipal Code.
- Facilitates, leads and/or participates in meetings and committees; represents the City Manager's Office and/or City at meetings and conferences, serves as liaison between departments, external organizations, the general public and other agencies.
- Facilitates and coordinates multi-departmental issues, projects, and concerns to ensure a comprehensive approach to managing City programs in the most effective and efficient way.
- Implements and oversees special projects that meet the goals of the City Council and the City Manager.
- Responds to and resolves sensitive and complex community inquiries and complaints.
- Stays current on issues relative to the field of municipal management, pending legislation at the state and federal level, economic development, fiscal policy, affordable housing and human resources.
- Functions as the Acting City Manager when the City Manager is on leave.

## 2. Hours of Work

The Assistant City Manager/Police Chief is an exempt employee without set hours of work,

but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the Assistant City Manager/Police Chief's position.

3. Disability or Inability to Perform

In the event the Assistant City Manager/Police Chief becomes mentally or physically incapable of performing the Assistant City Manager/Police Chief's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months; the City Manager may terminate the Assistant City Manager/Police Chief. If the City Manager does elect to terminate the Assistant City Manager/Police Chief due to incapacity, the Assistant City Manager/Police Chief shall receive all severance benefits provided in Section V.C. under Severance Pay.

B City Commitments

1. The City shall provide the Assistant City Manager/Police Chief with the compensation, incentives and benefits specified in this Agreement.
2. The City shall provide the Assistant City Manager/Police Chief with office space, staff, equipment, supplies, automobile, and all other facilities and services adequate for the performance of the Assistant City Manager/Police Chief's duties.
3. The City shall pay for or provide the Assistant City Manager/Police Chief reimbursement for all actual business expenses. The City shall provide the Assistant City Manager/Police Chief a credit card to charge appropriate and lawful business expenses.
4. The City agrees to pay the professional dues and subscriptions on behalf of the Assistant City Manager/Police Chief for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City, and for the Assistant City Manager/Police Chief's continued professional participation and advancement.
5. The City agrees to pay the travel and subsistence expenses of the Assistant City Manager/Police Chief for purposes such as official functions, meetings, occasions, short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the Assistant City Manager/Police Chief.
6. The City agrees to appropriate \$1,800 per year, to be used as needed, for continuing education expenses associated with maintaining professional licenses and furthering professional development of the Assistant City Manager/Police Chief.

C. Mutual Commitments

1. Performance Evaluation

The City Manager recognizes that for the Assistant City Manager/Police Chief to respond to its needs and to grow in the performance of the job, the Assistant City Manager/Police Chief needs to know how the City Manager evaluates the Assistant City Manager/Police Chief's performance. To assure that the Assistant City Manager/Police Chief gets this feedback, the City Manager shall conduct an evaluation of the Assistant City Manager/Police Chief's performance at least once each year, and/or when it deems necessary to discuss any concerns or direction in performance.

The City Manager and Assistant City Manager/Police Chief shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Manager's policy objectives, and shall establish the relative priority among the various goals and objectives.

#### IV. COMPENSATION

The City agrees to provide the following compensation to the Assistant City Manager/Police Chief during the term of the agreement:

##### A. Salary

1. Cervanka shall be paid an annual base salary of \$179,836.80 (Step 4) for performing the duties of Police Chief and a 5% increase for performing the additional duties associated with the Assistant City Manager position, effective July 2, 2023. This salary shall be increased by any COLAs applied to the City's Executive Management Employee Group, or the increase determined by the annual Salary Survey in accordance with Ordinance 672, whichever is greater, or by amendment to this Agreement.
2. The Assistant City Manager/Police Chief shall be paid at the same intervals and in the same manner as regular City employees; in the event that there are more than twenty-six pay periods in a calendar year the periodic payments shall be adjusted accordingly so that the salary shall not exceed any amount approved by the City Manager.
3. The City shall not at any time during the term of this Agreement, reduce the base salary, compensation or other financial benefits of the Assistant City Manager/Police Chief, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads

##### B. Benefits:

1. Retirement. Assistant City Manager/Police Chief Employee shall be eligible for the "2% at 50" retirement formula enrolled in the Tier 1 ("Classic") retirement formula. Assistant City Manager/Police Chief shall pay employee's contribution to CalPERS. City shall pay the required Employer contribution.
  - i. If the City Council enters into an agreement with any Public Safety bargaining unit changing the Classic CalPERS formula to "3% at 50" or 3% at 55", this Agreement shall be deemed amended and Employee shall be subject to the same percentage contribution as it is applied to other Public Safety Members and for the same duration.
2. Life Insurance. City shall obtain and pay for a life insurance policy for Assistant City Manager/Police Chief in the amount of \$200,000.
3. Health Insurance. City shall pay 80% of the premiums for medical, dental and vision plans for Assistant City Manager/Police Chief and dependents.
4. Sick Leave and Vacation.

(a) Sick Leave:

- i. Accrual: Assistant City Manager/Police Chief shall accrue sick leave at a rate of eight (8) hours per month. Upon approval of this Agreement, 40 hours of sick leave will be loaded into the Assistant City Manager/Police Chief position. Thereafter, sick leave may be accrued with no maximum limit.
- ii. Personal Use: Sick leave may be used as it is accrued. It is to be used for illness or injury and may not be used to supplement days off.
- iii. Family Care Use: Accrued sick leave may be used for care of children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse or domestic partner), or spouse or domestic partner, to a maximum of one hundred twenty (120) hours in the calendar year of January 1 through December 31.
- iv. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted.
- v. Up to 25% of sick leave accrued in excess of one thousand (1,000) hours may be converted to vacation on the basis of one (1) hour of vacation time for each one (1) hour of sick leave accrued and converted.
- vi. Conversions may be made once in each calendar year.
- vii. Transfer: Assistant City Manager/Police Chief may voluntarily transfer accrued sick leave to another employee in cases of emergency.
- viii. Compensation on Separation: Upon separation after two or more years of service, Assistant City Manager/Police Chief shall be paid for 30% of unused accrued sick leave. Such compensation is not applicable if Assistant City Manager/Police Chief is discharged for cause.
- ix. Family and Medical Leave: Assistant City Manager/Police Chief shall be entitled to leave as provided for in the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA).

(b) Vacation Leave:

- i. Assistant City Manager/Police Chief shall accrue vacation as follows:



- 120 hours annually for 1 to 10 years of service (i.e. 0-120 months of service);
  - 160 hours annually for 10 to 15 years of service (i.e. 121-180 months of service);
  - 200 hours annually for more than 15 years of service (i.e. more than 180 months of service).
- ii. Accumulation: Assistant City Manager/Police Chief may accumulate up to 360 hours of vacation leave. The City Manager may authorize accrual of additional vacation hours in situations where vacation time cannot be authorized due to work demands.
  - iii. Use: Vacation leave may be taken as it accrues. Accrued vacation time may be used, at a minimum, in blocks of one (1) hour or more. The date of vacation may be selected by the employee, but shall be approved by the City Manager, who shall consider the wishes of the employee and the needs of the Department.
  - iv. Vacation Buy-Back: Once during each fiscal year, and subject to the approval of the City Manager, a maximum of 160 hours of vacation leave may be cashed in. At the time the cash-in option is exercised, the employee must retain a minimum of 80 hours of vacation leave. Cash-in requests must be made in writing to the City Manager.
6. Cell Phone Allowance. Assistant City Manager/Police Chief shall be paid a technology allowance in the amount of \$40 per month for a Assistant City Manager/Police Chief owned cell phone and, if applicable, \$20 per month for a Assistant City Manager/Police Chief owned tablet, all payable on the City's regular payroll under the procedures currently used by the City for making such payments.
  7. City-Provided Vehicle. Assistant City Manager/Police Chief's duties require him to be available to respond to the demands of City business at all times and outside of regular business hours, including weekends. Therefore, City shall provide Employee with a vehicle that may be used for City-related business purposes. City anticipates that the vehicle provided to Employee may be a Ford Explorer, but the make and model of the vehicle shall remain in the City's sole discretion. City shall pay for reasonable maintenance of the vehicle and gasoline. It is contemplated by the parties that the Employee will use the vehicle principally for City-related business, however, to the extent the Employee uses the vehicle for any incidental personal business, Employee shall pay for gasoline for all such personal use.
  8. Uniform Allowance. As permissible by law and subject to the provisions and limitations under the California Public Employees' Retirement Law (California Government Code §20000 et seq.), as amended or superseded from time to time, the City shall report, biweekly, the value of provided uniforms at \$1,300 (one thousand, three hundred dollars) per year, in accordance with California Public Employees' Retirement System ("CalPERS") requirements. The Parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related

attire and excludes health and safety related equipment. Employee agrees and understands that an increase in the uniform allowance will require an amendment to the Agreement for CalPERS to consider a uniform allowance as a special compensation. If CalPERS does not agree that the original uniform allowance or any increased allowance qualifies as special compensation, then the City shall have no liability in this regard, no duty to appeal this determination on Employee's behalf, and no duty to represent Employee in proceedings related to said determination.

9. Other Benefits: The Assistant City Manager/Police Chief shall be entitled to the following benefits:

- a. Executive Leave. Assistant City Manager/Police Chief shall receive 80 hours of Executive Leave annually accrued as of January 1. Executive Leave must be taken as time off and is not compensable upon termination. This will be prorated if hired after January 1<sup>st</sup> of the year.

If the Leave is not used by December 31 of each year, the unused balance will not carry forward unless approval by the City Manager is requested and received before December 31. The City Manager may authorize a carry-over of the unused balance for up to 90 days past December 31. Any unused leave not taken within the 90-day extension period will be lost. Executive Leave must be taken as time off and is not compensable upon termination.

- b. Holidays: Assistant City Manager/Police Chief shall receive 12 designated paid holidays per year and one floating holiday per year to be observed during each fiscal year (July 1- June 30). Specified holidays are as follows:

- January 1 (New Year's Day)
- 3rd Monday in January (Martin Luther King Jr. Day)
- 3rd Monday in February (Presidents Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- 1st Monday in September (Labor Day)
- 2nd Monday in October (Indigenous Peoples' Day)
- November 11 (Veterans Day)
- 4th Thursday in November (Thanksgiving)
- Friday after Thanksgiving
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

In addition, any day proclaimed by the Governor and recognized by the City Manager as a public holiday, day of mourning, or day of thanksgiving shall be provided as a holiday.

One "floating holiday" may be taken as time off only, scheduled with due regard to the wishes of the employee and the convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30th of each fiscal year.

Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. Floating holiday time may not be exchanged for actual compensation under any circumstances.

- c. Bereavement Leave. When a death occurs in the Assistant City Manager/Police Chief's immediate family, the Assistant City Manager/Police Chief shall be granted necessary time off of up to five consecutive work days, with compensation, for the purpose of attending the funeral and/or to personal affairs.
- d. Jury Duty. If the Assistant City Manager/Police Chief is summoned to serve on jury duty during an on-duty day, they shall be entitled to leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. The Assistant City Manager/Police Chief may retain such payment as may be allowed for travel, lodging and meal expenses. The Assistant City Manager/Police Chief shall not be required to submit to the City compensation received from the court for jury duty in order to receive full pay and expenses referenced above.

## V. SEPARATION

- A. Resignation/Retirement: The Assistant City Manager/Police Chief may resign at any time and agrees to give the City at least 45 days' advance written notice of the effective date of the Assistant City Manager/Police Chief's resignation, unless the Parties otherwise agree in writing. If the Assistant City Manager/Police Chief retires from full time public service with the City, the Assistant City Manager/Police Chief may provide six months' advance notice. The Assistant City Manager/Police Chief's actual retirement date will be mutually established. Notwithstanding the provisions of this paragraph, upon 10 days' notice, either Party may elect to re-assign Cervanka to his position as Police Chief only with a corresponding reduction in pay.
- B. Termination & Removal: Assistant City Manager/Police Chief is an exempt at-will employee serving at the pleasure of the City Manager as provided in Government Code Section 36506.
  - 1. The City Manager may remove the Assistant City Manager/Police Chief at any time, either with or without cause. Notice of termination shall be provided to the Assistant City Manager/Police Chief in writing. The City Manager may also elect not to renew this Agreement. Notice of nonrenewal shall also be provided to the Assistant City Manager/Police Chief in writing. The City Manager understands that termination or nonrenewal of employment without cause could result in an adverse financial impact not completely mitigated by any severance compensation as provided in this Agreement. Therefore, the City Manager agrees that if termination or nonrenewal is made without cause, it shall provide not less than 180 days' notice of termination to the Assistant City Manager/Police Chief. If the Assistant City Manager/Police Chief resigns after receiving notice of termination, or notice of nonrenewal, the resignation shall be considered "involuntary" as described in Section 5.D. of this Agreement. Termination as used in this section shall also include a request that the Assistant City Manager/Police Chief resign, a reduction in salary or other financial benefits of the Assistant City Manager/Police Chief (excluding a general City Management salary reduction), a material reduction in the powers and authority of the Assistant City Manager/Police Chief, or the elimination of the Assistant City Manager/Police Chief's

position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed and conducted meeting of the City Manager.

C. Severance Pay

1. In the event the Assistant City Manager/Police Chief is terminated by the City Manager during such time that the Assistant City Manager/Police Chief is willing and able to perform the Assistant City Manager/Police Chief's duties under this Agreement, the City shall pay the Assistant City Manager/Police Chief a lump sum cash payment equal to the lesser of (a) the actual number of months' salary remaining on the current term of employment and the cash equivalent of health (medical, dental and vision) benefits for that same period, or (b) six (6) months' base salary and cash equivalent of health (medical, dental and vision) benefits then in effect as provided in Section 4 above. It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 et seq. When provided by California Intergovernmental Risk Authority or CIRA Insurance an additional six (6) month's salary may be provided by the insurance company. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.
2. In addition, the City shall extend to the Assistant City Manager/Police Chief the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
3. In the event the City refuses, following written notice of non-compliance, to comply with any provision in this Employment Agreement benefitting the Assistant City Manager/Police Chief, or the Assistant City Manager/Police Chief resigns following a suggestion, whether formal or informal, by the City Manager that the Assistant City Manager/Police Chief resign, then, in that event, the Assistant City Manager/Police Chief may be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.
4. All payments required under this Section V are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation: In the event that the City Manager formally or informally asks the Assistant City Manager/Police Chief to resign, then the Assistant City Manager/Police Chief shall be entitled to resign and still receive the severance benefits provided in Section V.C. above.

E. Separation for Cause

1. Notwithstanding the provisions of Section V.C., the Assistant City Manager/Police Chief may be terminated for cause. As used in this section, "cause" shall mean only one or more of the following:
  - (a) Conviction of, or no contest plea to, a felony;
  - (b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;

- (c) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties;
  - (d) Any act constituting a knowing and intentional violation of the City's conflict of interest code; or
  - (e) Repeated and protracted unexcused absences from the Assistant City Manager/Police Chief's office and duties;
2. In the event the City terminates the Assistant City Manager/Police Chief for cause, then the City may terminate this Agreement immediately, and the Assistant City Manager/Police Chief shall be entitled to only the compensation accrued up to the date of termination, payments required by Section V.F. below, and such other termination benefits and payments as may be required by law. The Assistant City Manager/Police Chief shall not be entitled to any severance benefits provided by Section V.C.
  3. If the Assistant City Manager/Police Chief is terminated for cause, and "cause" meets the definition of "abuse of office or position," as defined in Government Code section 53243.4, the provisions of Government Code sections 53243 through 53243.4 shall apply and prevail over any contrary terms and conditions of this Agreement.

F. Payment for Unused Leave Balance

1. On separation from City employment, the Assistant City Manager/Police Chief shall be paid for all unused accrued leave allowances provided in Section 4.B. above in accordance with the current salary and benefits plan for Exempt At-Will Executive Classification employees. Accumulated leave balances shall be paid at the Assistant City Manager/Police Chief's monthly base salary rate at the effective date of separation.
2. In the event the Assistant City Manager/Police Chief dies while employed by the City under this Agreement, the Assistant City Manager/Police Chief's beneficiaries or those entitled to the Assistant City Manager/Police Chief's estate, shall be entitled to the Assistant City Manager/Police Chief's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

- G. Joint Statements of Separation: In the event of resignation or retirement of the Assistant City Manager/Police Chief, termination by the City (with or without cause), or other separation of employment as described the Section V, the City and the Assistant City Manager/Police Chief agree that neither any member of the City Manager, or the City's management staff, nor the Assistant City Manager/Police Chief, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the Assistant City Manager/Police Chief's termination or separation, except in the form of a joint press release or statement, the content of which is mutually agreeable to both the City and the Assistant City Manager/Police Chief. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of this Section V.G., and the joint press release or statement, in response to any inquiry.

VI. MISCELLANEOUS PROVISIONS

A. Term

The initial term of this Agreement shall be for a period of thirty six (36) months beginning 12:00 a.m. July 2, 2023 and continuing until 12:00 a.m. July 1, 2026 (the "initial Termination Date").

B. Subsequent Terms

Unless the City gives the Assistant City Manager/Police Chief written notice of non-renewal at least 180 days prior to the initial Termination Date or the termination date of any Renewal Term (as hereinafter defined) this Agreement may be renewed by the parties for one or more additional terms of up to three (3) years each, each renewal term to be reflected by a written amendment signed by the parties. If the parties cannot mutually agree to the term of any renewal, this Agreement shall continue in effect for automatic renewals of one (1) year each (whether renewed by amendment or renewed by operation of this Section each, a "Renewal Term").

C. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the Assistant City Manager/Police Chief's termination of employment with the City, including but not limited to Sections V and VI.F. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

D. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the Assistant City Manager/Police Chief. Any amendments are to be negotiated, put in writing, and adopted by the City Manager.

E. Conflict of Interest

1. The Assistant City Manager/Police Chief shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

2. The Assistant City Manager/Police Chief shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Assistant City Manager/Police Chief's City employment.

3. The Assistant City Manager/Police Chief is responsible for submitting to the City Clerk the appropriate Statement of Economic Interests at the time of appointment, annually thereafter, and at the time of separation from the position. Form 700 from the Fair Political Practice Commission (FPPC) shall be completed in a timely matter as required by law.

F. Indemnification

1. To the full extent of the law, the City shall defend and indemnify the Assistant City Manager/Police Chief, in his capacity as Assistant City Manager/Police Chief, and as the

chief executive of other City-related legal entities as provided in Section 3(A)(1)(c) above, against and for all losses sustained by the Assistant City Manager/Police Chief in direct consequences of the discharge of the Assistant City Manager/Police Chief's duties on the City's behalf for the period of the Assistant City Manager/Police Chief's employment, save and except those losses sustained as a result of the willful act or omission of the Assistant City Manager/Police Chief including any "abuse of office or position," as described in Section 5(E)(3) of this Agreement.

2. The City shall defend, save harmless and indemnify the Assistant City Manager/Police Chief against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Assistant City Manager/Police Chief's duties as Assistant City Manager/Police Chief. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

3. Whenever the Assistant City Manager/Police Chief shall be sued for damages arising out of the performance of the Assistant City Manager/Police Chief's duties, the City shall provide defense counsel for the Assistant City Manager/Police Chief in such suit and indemnify the Assistant City Manager/Police Chief from any judgment rendered against the Assistant City Manager/Police Chief; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the Assistant City Manager/Police Chief's capacity as Assistant City Manager/Police Chief, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the Assistant City Manager/Police Chief may have under the law.

4. The City and all parties claiming under or through it, hereby waive all rights of subrogation and contribution against the Assistant City Manager/Police Chief, while acting within the scope of the Assistant City Manager/Police Chief's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under it or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the Assistant City Manager/Police Chief.

G. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

H. Laws Affecting Title

In addition to those laws affecting a Assistant City Manager/Police Chief, the Assistant City Manager/Police Chief shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and City Administrator as those terms are used in local, state or federal laws when acting in the City Manager's

role.

I. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Mendocino County, California, unless the Parties mutually agree to removal to a different county.

J. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

CITY OF FORT BRAGG

ASSISTANT CITY MANAGER/POLICE CHIEF

By: \_\_\_\_\_  
Bernie Norvell, Mayor

By: \_\_\_\_\_  
Neil Cervenka

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Cristal Munoz, Acting City Clerk

By: \_\_\_\_\_  
Keith F. Collins, City Attorney



**From:** [Jacob Patterson](#)  
**To:** [City Clerk](#)  
**Subject:** Public Comment -- 7/10/23 CC Mtg., Item No. 8B  
**Date:** Friday, July 07, 2023 3:12:30 PM

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City Council,

In my opinion, yet again Peggy proves herself to be the City's worst city manager in several decades exhibiting poor judgment and mismanagement of public resources with this recommended employment contract. The City Manager can already name the Police Chief as Assistant City Manager and all the Council would need to approve is an amended salary schedule not a full employment contract. frankly, this is an odd choice when the City Council would be better served by just naming him to the joint roles of Police Chief and City Manager cutting the unnecessary dead weight from the top, but there is no benefit to the public or the City from ratifying that decision in an employment contract with these terms. There is no reason to burden future management decisions with contractual terms like a term of employment continuing for three years or to obligate the City to pay a much more generous severance benefit if the Police Chief should need to be terminated compared to the existing severance plan that applies to all City staff not covered by an employment agreement.. (There have been some questionable management decisions in the PD of late that likely expose the City to significant legal liability from fostering a hostile work environment and have cost us at least one excellent officer that the department and the community couldn't really afford to lose so it is not as if his tenure has been without issue so far...)

Basically, all this contract does is potentially cost the City more money for a hybrid position that we don't even need. In fact, I predict that Peggy will then use this as an excuse to get the Council to further increase her already excessive pay (based on her terrible performance) because she can't very well make less than a position that reports to her. Don't let the taxpayers of this city get bamboozled by self-interested management recommendations.

The Chief is already employed here and there is no reason to sweeten the pot by now contractually providing him with an extended employment term or unnecessary severance benefits in the event of his termination. Approving this contract is not a good use of public resources and sends the wrong message when the taxpayers are being asked to pony up a tax extension or possibly additional taxes. That said, I have no significant concern about keeping Neil as Police Chief or even adding on Assistant City Manager to his duties, particularly if it helps transition him into the City Manager role since change is obviously needed.

Regards,

--Jacob



# City of Fort Bragg

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

## Text File

**File Number: 23-210**

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8C.

Receive Report and Consider Adoption of City Council Resolution Accepting the Bid of Argonaut Constructors as the Lowest Responsive Bid, Awarding the 2022 Street Rehabilitation Project, City Project No. PWP-00120 to Argonaut Constructors and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$3,611,831.45; Account No. 421-4870-0731)



**AGENCY:** City Council  
**MEETING DATE:** July 10, 2023  
**DEPARTMENT:** Public Works  
**PRESENTED BY:** C. O'Neal  
**EMAIL ADDRESS:** coneal@fortbragg.com

## AGENDA ITEM SUMMARY

**TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Accepting the Bid of Argonaut Constructors as the Lowest Responsive Bid, Awarding the 2022 Streets Rehabilitation Project, City Project No. PWP-00120, to Argonaut Constructors and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$3,611,831.45; Account No. 421-4870-0731)**

**ISSUE:**

Bids for the 2022 Street Rehabilitation Project were opened on June 29, 2023. Two bids were received, one from Argonaut Constructors and one from Granite Construction Company. Both bids were considered responsive and responsible. The lowest base bid came from Argonaut Constructors for \$3,073,366.85 with the total bid including two alternates of \$3,985,075.60. The higher base bid came from Granite Construction in the amount of \$3,651,371.85 with the total bid including two alternates of \$4,415,700.30. Given the available budget, staff recommends accepting the base bid plus alternate two (Harold Street) from Argonaut Constructors for a total contract amount of \$3,611,831.45.

**ANALYSIS:**

This project scope includes approximately two (2) miles of new pavement, three (3) miles of additional pavement marking and striping (on streets not receiving other pavement treatment), replacement of the decorative crosswalks in the Central Business District, and a host of safety improvements along North and South Harold Street, including installation of bulb-outs at Oak Street, high-visibility crosswalks in the school zone, and warning signage along the corridor. Table 1 below lists the project outputs and Figure 1 shows the project locations.

Project Components	Quantities
<i>Pavement (lane miles)</i>	<i>2 Miles of local road rehabilitated</i>
<i>ADA Improvements</i>	<i>Repair/upgrade 15 curb ramps</i>
<i>Pavement Marking and Stripe</i>	<i>Remove and replace roadway markings on 3 Miles of roadway</i>
<i>HSIP-Project</i>	<i>Install high visibility crosswalks, 4 EA bulb outs, warning signs, 4 EA ADA compliant curb ramps</i>

*Table 1: 2022 Street Project Outputs*

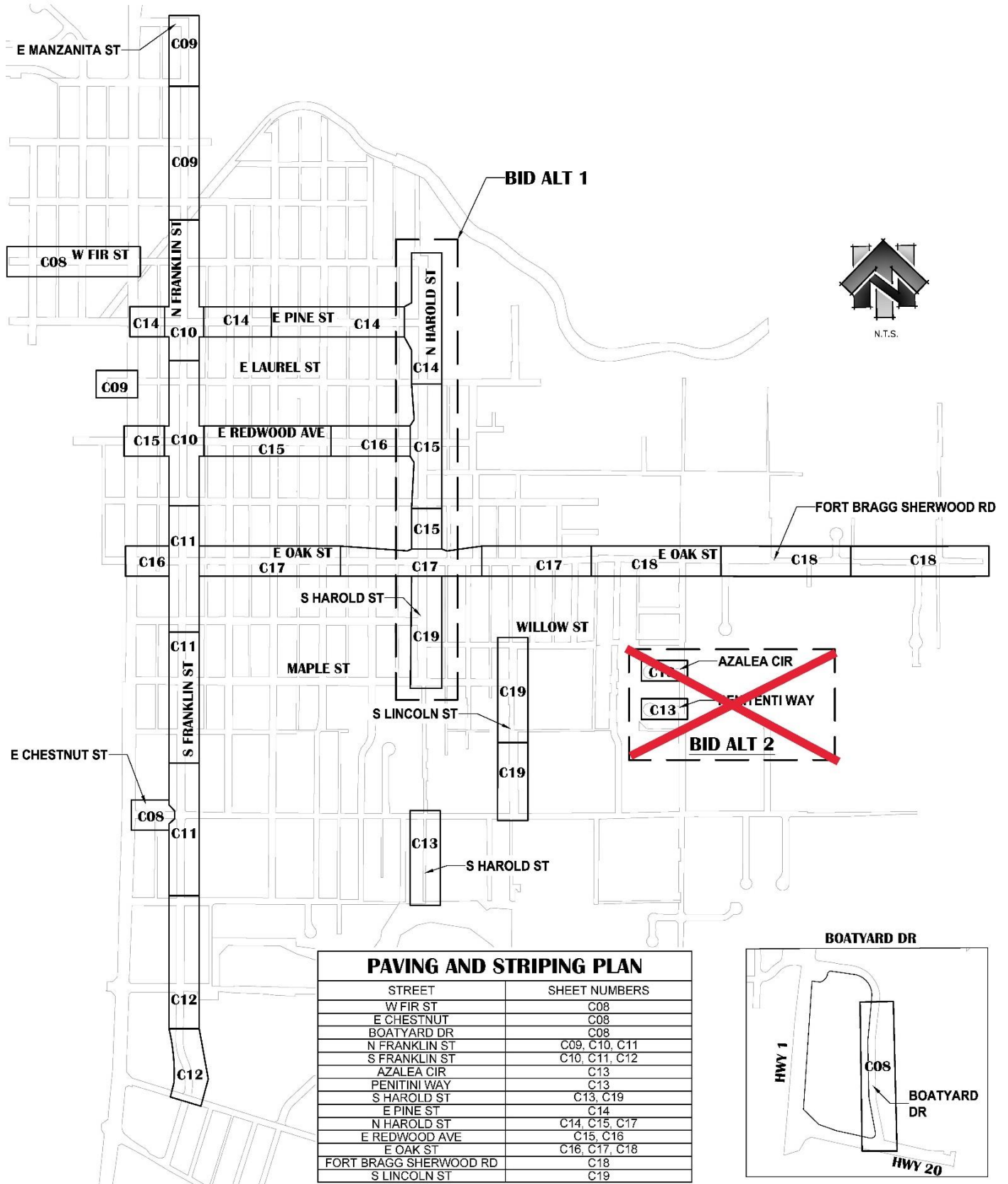


Figure 1: Project Location Map

**FISCAL IMPACT:**

The total project budget available, which includes design, construction, and engineering construction management, is \$4,382,768. The major funding sources for the project are the City's special street sales tax, State Road Maintenance and Rehabilitation (RMRA) Local Partnership Program (LPP), Highway Safety Improvement Program (HSIP), and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding. Each of these fund sources are dedicated to the improvement and rehabilitation of the City streets, alleys, and safety projects. The engineer's estimate of probable costs from R.E.Y. Engineers was a base bid of \$2,662,410 base, or \$3,351,824 with Alternates 1 & 2 included. The lowest bid calculation uses the base bid plus all the alternatives total as described in the Notice Inviting Bids. The contract price of the apparent low bidder, Argonaut Constructors, is \$633,251.60 (or 19%) over the engineer's estimate of costs.

Based on the project budget and the submittals received, only one of the two alternates will be included in the construction contract. The design portion completed by R.E.Y. Engineers cost \$296,400 in Fiscal Year 21/22 & 22/23. In order to cover the cost of construction management and to incorporate a budget contingency for unforeseen circumstances, City staff recommends the project proceed with rehabilitation to include the base items and Alt 1-Harold Street Safety Improvement (excluding Alt 2- Azalea and Penitenti) for the project scope. The HSIP portion of the funds (\$248,130) must be used to complete the work on Harold Street.

Construction costs including base bid and the selected alternate brings the total construction contract cost to \$ 3,611,831.45. This cost is within the budgeted project amount and leaves a 3% contingency. Contingency is built into construction project budgets, as final costs are based on the quantity of contract items installed times their unit cost. The installed quantities frequently vary from the bid schedule and unexpected problems come up during construction requiring contract change orders and use of the contingency funding. Contingency is typically set at 10% of the construction costs, so the 3% available is less than what is usually set aside. There is adequate budgeted funding available for this project as recommended. A complete picture of the budget and the proposed construction and construction management being recommended for this project is shown in Table 2 below.

Table 2: Budget Fund Sources		
<b>BUDGET</b>	Local Partnership Program	\$ 600,000.00
	Fund 250, Special Sales tax - Street Repair	\$ 2,805,233.00
	D1 - Grant	\$ 206,405.00
	Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)	\$ 162,000.00
	Highway Safety Improvement Program (HSIP)	\$ 248,130.00
	Water Enterprise	\$ 180,500.00
	Wastewater Enterprise	\$ 180,500.00
	<b>TOTAL BUDGET</b>	<b>\$ 4,382,768.00</b>
<b>PROJECT DEVELOPMENT/SUPPORT</b>		<b>Cost</b>
	<b>Design</b>	
	R.E.Y. Design Engineers-Phase	\$ 296,400.00
	<b>Construction Management</b>	
	Base Cost	\$ 307,337
	Alt 1	\$ 53,846
	Alt 2	\$ 55,987
	<b>Total</b>	<b>\$ 417,169.77</b>
	<b>Estimated Total Excluding Alt 2</b>	<b>\$ 361,183.15</b>
<b>CONSTRUCTION</b>		
	<b>CONTRACTOR</b>	
	Base Bid	\$ 3,073,366.85
	Alt #1 Harold Street	\$ 538,464.60
	Alt #2 Azalea and Penitini	\$ 373,244.15
	<b>Bid Total</b>	<b>\$ 3,985,075.60</b>
	<b>Proposed Construction Contract Amount</b>	<b>\$ 3,611,831.45</b>
	<b>CONTINGENCY (Only 3% remaining in Budget)</b>	<b>\$ 113,353.40</b>
	<b>TOTAL PROPOSED PROJECT COST</b>	<b>\$ 4,382,768</b>

Figure 2: Project Budget and Costs

**GREENHOUSE GAS EMISSIONS IMPACT:**

There will be a short-lived increase of greenhouse gas emissions during the construction phase due to the asphalt processes and equipment necessary for the performance of the work. Increases in greenhouse gases will only occur during actual construction. All Air Quality Management District best management practices for minimizing greenhouse gas emissions during construction, like reducing idling vehicles will be incorporated into the daily activities of this project. Additionally projects like this that support the maintenance and long-term utility of existing streets, roads, and highways are consistent with the Preferred Growth Scenario of VisionMendocino2030, which was developed as a local version of the California Air Resources Board Sustainable Communities Strategy Blue Print Plan.

**CONSISTENCY:**

The primary funding source for this project is Special Street Sales Tax. This special purpose transaction and use tax was passed by the voters in 2004 and extended again in 2014. The special sales tax is currently scheduled to sunset in 2024, but a measure for the extension is scheduled for the November 2023 special election. This City’s Special Street Sales Tax, makes us a “Self-Help” City under RMRA, which entitles us to the additional LPP state funds described above. The purposed of both the Special Street Sales tax and RMRA funds are for repairing, maintaining and reconstructing City streets.

**RECOMMENDED ACTION:**

Accept the bid of Argonaut Constructors and adopt the Resolution awarding the contract for construction to Argonaut Constructors for the 2022 Streets Rehabilitation Project. The project award includes base bid items and the one selected alternate location (Alt #1).

**ALTERNATIVE ACTION(S):**

Direct staff to modify the alternative locations selected for inclusion in the project.

**IMPLEMENTATION/TIMEFRAMES:**

Bid Opened – June 29, 2023

Award Construction Management Contract – July 24, 2023

Start Construction – July 28, 2023

Complete Construction – October 15, 2023

**ATTACHMENTS:**

1. Resolution
2. Bid Opening

**NOTIFICATION:**

1. Argonaut Constructors
2. Granite Construction



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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ACCEPTING THE BID OF ARGONAUT CONSTRUCTORS AS THE LOWEST RESPONSIVE BID, AWARDING THE CONTRACT FOR THE 2022 STREETS REHABILITATION PROJECT, CITY PROJECT NO. PWP-00120, TO ARGONAUT CONSTRUCTORS AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$3,611,831.45; ACCOUNT NO. 421-4870-0731)**

**WHEREAS**, in accordance with California Public Contract Code 20164 and other applicable laws, the 2022 Streets Rehabilitation Project, PWP-00120(the "Project") was advertised for bid on May 25, 2023; and

**WHEREAS**, two (2) bids were received for this Project, one from Argonaut Constructors in the amount of \$3,073,366.85 with the total bid including two alternates for \$3,985,075.60 and one from Granite Construction in the amount of \$3,651,371.85 with the total bid including two alternates for \$4,415,700.30. Both bids were considered responsive and responsible; and

**WHEREAS**, the lowest bid calculation uses the base bid plus all the alternates total as described in the Notice Inviting Bids; and

**WHEREAS**, Argonaut Constructors is the apparent low bidder and the City has confirmed that Argonaut Constructors has the proper license and experience and meets the necessary requirements to complete the Project as bid; and

**WHEREAS**, based on the Project budget and the submittals received, only Alternate #1-Harold Street will be included in the construction contract; and

**WHEREAS**, the Project is exempt by CEQA Section 15301 (C) which allows for repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety); and

**WHEREAS**, funds in the amount of \$4,382,768.00 are appropriated in the FY 2023/24 budget for this activity and sufficient funds are available for this contract with the proposed alternates; and

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

1. The bid of Argonaut Constructors meets the requirements of the Project bid documents and is considered responsive.
2. Sufficient funds are available to complete the Project with the selected alternates.
3. Argonaut Constructors has the proper licenses to complete the Project and based upon previous experience in completing similar projects, is a responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby accept the bid of Argonaut Constructors for the 2022 Streets Rehabilitation Project and authorize the City Manager to execute the same upon execution by Contractor (Amount Not To Exceed \$3,611,831.45; Account No. 421-4870-0731).

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 10<sup>th</sup> day of July 2023, by the following vote:

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

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

**ATTEST:**

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



# CITY OF FORT BRAGG

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

## BID OPENING 2022 Street Rehabilitation Project City Project No. PWP-00120

Bids were opened on **June 29, 2023**, at 2:00 p.m. by Cristal Muñoz, Acting City Clerk. City staff present in addition to the City Clerk included:

*Moneque Wooden; Admin. Analyst; Chantell O'Neal; Assst. Director-Engineering  
Deana Sanchez; Admin Assst.; Mateo Osting; IT Systems Analyst*

Two (2) bids were received. Said bids were from:

- |    |   |                           |                     |                    |
|----|---|---------------------------|---------------------|--------------------|
|    |   | Base                      | Alt 1               | Alt 2              |
| 1. | Argonat Constructors<br>P.O. Box 639 • 360 Sutton Place<br>Santa Rosa, CA 95402 | Bid: \$ 3,073,366.25      | \$ 538,464.60       | \$ 373,244.15      |
|    |   | Total \$ 3,985,075.60     |                     |                    |
| 2. | Granite Construction Company<br>1324 S. State Street<br>Ukiah, CA 95482         | Bid: Base \$ 3,651,371.50 | Alt 1 \$ 496,691.60 | Alt 2 \$ 267,637.2 |
|    |   | Total \$ 4,415,700.30     |                     |                    |

- 3. Bid:
- 4. Bid:
- 5. Bid:
- 6. Bid:

The bids contained bid security in accordance with the Notice Inviting Bids for this project.

The bids will be reviewed by City Staff and a recommendation will be made to the Fort Bragg City Council at their regular meeting of July 10, 2023, at 6:00 p.m., or as soon thereafter as the matter may be heard.

Dated: 6/29/23



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

cc: Planholders



# City of Fort Bragg

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

## Text File

File Number: 23-214

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**Agenda Date:** 7/10/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Grant Funding and Contracting with the Department of California Highway Patrol to Conduct Preventative and Proactive Driving Under the Influence Enforcement



AGENCY: City Council  
MEETING DATE: July 10, 2023  
DEPARTMENT: Police Department  
PRESENTED BY: Chief Neil Cervenka  
EMAIL ADDRESS: ncervenka@fortbragg.com

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Approving Grant Funding and Contracting with the Department of California Highway Patrol to Conduct Preventative and Proactive Driving Under the Influence Enforcement**

### **ISSUE:**

Driving under the influence of alcohol or drugs represents a costly and deadly threat to the public nationwide. In the City of Fort Bragg, our per capita arrest rate for driving under the influence is over seven times higher than the State average. Additionally, 34.3% of traffic collision related fatalities in Mendocino County involve alcohol. This is nearly 30% higher than the state average.

Driving under the influence is not just a public safety issue; it is a public health issue that requires a preventative and proactive approach involving public education and effective enforcement.

The small size of the Fort Bragg Police Department does not allow us to have dedicated traffic and DUI enforcement officers like larger police agencies. Ensuring that our staff is properly trained in effective and legally sound DUI investigations increases public safety on our roads and reduces liability for our Department.

### **ANALYSIS:**

The Police Department applied for and was awarded a grant through the Department of California Highway Patrol for \$46,549.56 with funding available on July 01, 2023. This funding will allow for the following:

1. The purchase of two changeable message sign (CMS) boards. These CMS boards are the same as those used by road construction crews to announce "road work ahead" These CMS boards will be used once a quarter at both primary entrances to the City 24 hours prior to DUI saturation events. These DUI saturation events involve one or more trained Officers to be assigned on a Friday or Saturday evening to specifically patrol for suspected DUI drivers. DUI saturation events do not involve DUI checkpoints; no DUI checkpoints will be executed as part of this grant.

The grant funds eight DUI saturations events over the course of the fiscal year. Four of these events will be announced publicly with CMS boards posted 24 hours prior, and four of the events will not be announced. This allows data to be collected regarding whether public notice of DUI events reduces the number of DUIs.

AGENDA ITEM NO. 8D

2. Reimbursement for staffing and equipment in order to hold four public education events over the course of the year. These education events will involve hosting a table in the downtown area where bar patrons can voluntarily be administered a breathalyzer in an attempt to guess their blood alcohol content (BAC). Patrons who can guess their BAC within a predetermined range will be awarded a small prize. The education event will also allow bartenders to attempt to guess their patron's BAC in an attempt to win a prize. These events will allow data to be gathered demonstrating how aware and accurate the public and alcohol servers are at understanding an individual's level of intoxication.
3. Funding and reimbursement to send additional Officers to standard and advanced DUI investigation training.

**RECOMMENDED ACTION:**

Adopt Resolution approving budget amendment, acceptance of the grant, and contract with the Department of California Highway Patrol.

**ALTERNATIVE ACTION(S):**

Provide alternative direction to staff.

**FISCAL IMPACT:**

This grant will have no fiscal impact outside of minor administrative costs for ensuring compliance with the grant.

**GREENHOUSE GAS EMISSIONS IMPACT:**

This project has the potential to reduce greenhouse gas emissions by convincing more bar patrons to ride share or walk to the bars.

**CONSISTENCY:**

N/A

**IMPLEMENTATION/TIMEFRAMES:**

Funding for this grant was available July 01, 2023. The first DUI saturation and public education events are expected to be held in early August.

**ATTACHMENTS:**

1. Resolution
2. Budget Amendment
3. Contract with Department of California Highway Patrol

**NOTIFICATION:**

None.

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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING A BUDGET AMENDMENT TO THE FY 2023-24 (BUDGET AMENDMENT NO. 2023/24-02) ACCOUNT NO. 110-4200-3318 FOR A FULLY FUNDED CHP-DUI ENFORCEMENT GRANT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE STATE OF CALIFORNIA TO EXECUTE THE GRANT REQUIREMENTS**

**WHEREAS**, driving under the influence (DUI) of alcohol or drugs represents a significant public safety risk accompanied by significant financial costs to the public for DUI-related traffic collisions; and

**WHEREAS**, the City of Fort Bragg has a per capita driving under the influence arrest rate over seven times higher than the California average; and

**WHEREAS**, 34.3% of driving fatalities in Mendocino County involve alcohol impairment with that trend increasing while being 27.7% higher than the State average; and

**WHEREAS**, the small size of the Fort Bragg Police Department requires that all Officers be adequately trained in successfully recognizing and investigating incidents of driving under the influence; and

**WHEREAS**, the Fort Bragg Police Department believes preventing incidents of driving under the influence requires both preventative education and proactive enforcement; and

**WHEREAS**, in June of 2023, the Fort Bragg Police Department was awarded \$46,549.56 by the Department of California Highway Patrol (CHP) to conduct a three-pronged approach to reducing DUI and DUI collisions; and

**WHEREAS**, that funding allows for the purchase of two changeable message sign boards, staff time for eight DUI saturation enforcement events, staff time for four public education events, and staff time for additional Officers to attend State-certified DUI standard and advanced training; and

**WHEREAS**, the unique and multi-pronged approach to DUI prevention and enforcement will produce data which will be made available to researchers and law enforcement agencies across the nation; and

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

1. The adjustments to the FY 2023-24 Budget as shown in Exhibit B, are necessary to cover the costs of the CHP DUI grant.
2. The costs associated with this project are fully reimbursable through the grant.
3. The City Manager is authorized to execute a contract with the Department of California Highway Patrol for an amount not to exceed \$46,549.56.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2023-24 Budget to incorporate the changes enumerated in Exhibit B.



**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg authorizes the execution of a contract with the Department of California Highway Patrol for an amount not to exceed \$46,549.56.

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 10<sup>th</sup> day of July 2023, by the following vote:

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

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**Cristal Munoz**  
Acting City Clerk

<b>1. GRANT TITLE</b> FY23/24 CTFGP Law Enforcement – Fort Bragg Police Department	
<b>2. NAME OF ORGANIZATION/AGENCY</b> Fort Bragg Police Department	
<b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b> Fort Bragg Police Department	
<b>4. PROJECT PERFORMANCE PERIOD</b> From: 07/01/2023      To: 06/30/2024	<b>5. PURCHASE ORDER NUMBER</b>
<b>6. GRANT OPPORTUNITY INFORMATION DESCRIPTION</b> <p>Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.</p> <p>The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve Agency’s effectiveness through training and development of new strategies.</p>	
<b>7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$46,549.56</b>	
<b>8. TERMS AND CONDITIONS</b> <p>The Grantee agrees to complete the Project, as described in the Project Description. The Grantee’s Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.</p> <p>The parties hereto agree to comply with the Terms and Conditions of the following attachments:</p> <ul style="list-style-type: none"> <li>• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate</li> <li>• Schedule B-1 – Budget Narrative</li> </ul> <p>We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.</p> <p>IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.</p>	
<b>9. APPROVAL SIGNATURES</b>	
<b>A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY</b> Name: Thomas O’Neal Title: Police Captain Phone: 7(07) 961-2800  Address: 250 Cypress Street Fort Bragg, CA 95437  E-Mail: toneal@fortbragg.com  <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> <span>(Signature)</span> <span>(Date)</span> </div>	<b>B. AUTHORIZED OFFICIAL OF CHP</b> Name: Evan Robinson      Phone: (916) 843-4360 Title: Captain                      Fax: (916) 322-3169  Address: North 7th Street Sacramento, CA 95811  E-Mail: ERobinson@chp.ca.gov  <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> <span>(Signature)</span> <span>(Date)</span> </div>
<b>C. ACCOUNTING OFFICER OF CHP</b> Name: C. M. Jones                      Phone: (916) 843-3531 Title: Commander                      Fax: (916) 322-3159  Address: North 7th Street Sacramento, CA 95811  E-Mail: Catrina.Jones@chp.ca.gov  <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> <span>(Signature)</span> <span>(Date)</span> </div>	<b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b>  Name: Laura Bianchi Title: Government Accountant I Phone: (707) 961-2800  Address: 416 North Franklin Street Fort Bragg, CA 95437

## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
  - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
  - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

### D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

### E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Project will:
    - i. Receive a copy of the company's drug-free workplace policy statement.
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
  - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

### I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

### K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

### L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

### M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
  - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
  - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
  - d. All of the information in its Grant Application and all materials submitted are true and accurate.

### N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district. (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

### P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

### R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
  - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
  - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
  - a. For the two-year period from the date, they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
  - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

## TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.



## Schedule A

### Fort Bragg Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

#### **Project Description**

This project will have a three-pronged approach to increase public education related to driving under the influence (DUI), increase the number of officers who have successfully completed Standardized Field Sobriety Test training, and to increase saturated DUI enforcement.

The public education portion will involve setting up a table which will be staffed by officers in our downtown area within one block of four bars and multiple restaurants which serve alcohol. The officers will offer the use of a field breathalyzer and have the participant guess their current blood alcohol content (BAC). Individuals that are able to guess their BAC within 0.02% will be offered a prize. Education material related to DUI will be available as well. Our department will also be partnering with the bar owners to have their bartenders participate in an attempt to guess a patron's BAC within 0.02%. All bar owners have agreed to cooperate with the training as an educational experience to prevent over-serving and reduce incidents of DUI with their patrons.

This award will allow our department to send three more Officers to SFST/ARIDE training increasing our staff who have received the SFST training to approximately 75% and staff who have received ARIDE training to approximately 33%.

This award will allow our department to hold two four-hour DUI saturation events a quarter with two officers being dedicated to DUI enforcement. Our community is unique in that there are only two ways to enter or leave our jurisdiction. Message boards and public announcements will be used 24 hours prior to every other DUI saturation event. This will allow our department to collect and share data related to whether the use of message boards and public announcements to announce DUI saturation is an effective means of reducing DUI incidents. DUI saturation events will be conducted on similar days and times in order to collect similar data. Our Department intends to continue collecting data beyond the grant period for this effort and will make it available to outside agencies upon request.

#### **Problem Statement & Proposed Solution**

The size of our department dictates that all officers should be proficient in driving under the influence (DUI) investigations. Our department currently only has 50% of our department who have received the 16-hour Standardized Field Sobriety Test (SFST) training. This project will allow us to send three additional officers to SFST training as well as ARIDE Training.

Our department had 159 DUI arrests in 2022 with a population within our jurisdiction of approximately 7000. This is over seven times higher than the per capita average for California in 2019. This project will allow us to provide public education to drivers and bartenders in our community. It will additionally allow us to complete saturated DUI enforcement as a deterrent. The data collected using public announcements and message boards to announce DUI saturation will allow us to determine if those measures are effective tools for reducing incidents of DUI.

#### **Performance Measures/Scope of Work**

To provide public education to no less than 30 bar patrons and five bartenders each quarter. This performance measure will be accomplished by hosting a DUI Education Table located centrally within one block of four different bars. The Education Table will provide not only handouts related to DUI, and alcohol use, but will allow patrons to estimate their current blood alcohol content (BAC) and utilize a field breathalyzer operated by a law enforcement officer to confirm their BAC. Those individuals who can guess their BAC within 0.02% will receive a reward (not grant-funded). The goal of this is to demonstrate to the public that estimating

## Schedule A

their current BAC is difficult thereby supporting the theory that they should not drink and drive regardless of their perceived BAC. Our department has additionally secured agreements with the four bars to have their bartenders participate in the education event quarterly. During the events, bartenders will attempt to guess the BAC of patrons. If bartenders are able to guess the BAC of a patron within 0.02%, they will receive a reward (not grant-funded). The goal of this portion of the event is to allow bartenders to better understand the different levels of BAC for their patrons. This is expected to reduce incidents of overserving and drunk driving by making our local bartenders more informed.

To quarterly conduct two four-hour driving under the influence (DUI) saturation events with and without public announcements and message boards in order to identify data related to the effectiveness of public announcements and message boards in reducing DUI incidents. The message boards are a critical element in this study based on the unique geographic nature of our city. With only two primary routes available to access our downtown bar district (which comprises four of the five bars in our jurisdiction), using message boards at those two access points allows us to ensure that at least 75% of bar patrons observe the message within 24 hours of visiting the bars, and likely on the way to the bars if driving. Determining whether the use of message boards prevents drunk driving. This data could be extended to the use of message boards in other areas as well.

The eight DUI saturation events are expected to reduce DUI incidents by approximately 25% for the last two quarters of the project compared to the previous year's statistics.

Send three Officers to SFST/ARIDE Training. Increasing the number of officers who have received the Standardized Field Sobriety Test and ARIDE training will allow our department to more effectively and consistently investigate DUI incidents. The increase in arrests and successful prosecutions of DUIs will result in the reduction of future DUIs through deterrence.

### **Project Performance Evaluation**

Data will be captured for bar patrons and bartenders related to their ability to effectively estimate their blood alcohol content.

Data related to driving under the influence (DUI) investigations and incidents both during the DUI saturation events and throughout the award period will be captured and compared against previous timeframes. All data will be made available publicly. This will allow other public safety agencies to utilize the data and expand the public outreach related to the project.

### **Program Sustainability**

The message boards are expected to have a 10-year life span which will allow them to be used for future driving under the influence (DUI) saturation events.

The data collected from the DUI saturation and public education events will be used to justify staffing for future DUI saturations after then end of the grant period.

### **Administrative Support**

The Project Directory has successfully implemented no less than five grants in the last year with at least one of those grant programs being recognized at the State level for its unique and effective approach. The addition of the message boards and field breathalyzer satisfies all equipment requirements needed to complete the grant's objectives.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
12955	Fort Bragg Police Department	\$46,549.56

Cost Category	Line Item Name	Total Cost to Grant
<b>Other Direct Costs</b>	Field Breathalyzer	\$575.00
<b>Category Sub-Total</b>		<b>\$575.00</b>
<b>Personnel</b>	ARIDE Training - Attend	\$2,756.16
	DUI Saturation Patrol	\$4,899.84
	Educational/Outreach	\$1,224.96
	SFST Training - Attend	\$4,593.60
<b>Category Sub-Total</b>		<b>\$13,474.56</b>
<b>Equipment</b>	Message Board	\$32,500.00
<b>Category Sub-Total</b>		<b>\$32,500.00</b>

<b>Grant Total</b>	<b>\$46,549.56</b>
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## **Schedule B-1 Budget Narrative**

### **Fort Bragg Police Department**

#### **Other Direct Costs**

##### **Field Breathalyzer**

\$575.00

Purchase of one Intoximeters Alco Sensor FST device for public education events at a cost of \$575.

#### **Personnel**

##### **ARIDE Training - Attend**

\$2,756.16

Three officers attending a 8-hour ARIDE course within the project timeframe. Rates are calculated at \$76.56 for overtime for the 8 course hours and 4 hours of travel time (average for our rural Department).

##### **DUI Saturation Patrol**

\$4,899.84

Two officers conducting eight four-hour DUI saturation events with two events each quarter. Hours are calculated at an overtime rate of \$76.56 hourly.

##### **Educational/Outreach**

\$1,224.96

Two officers working at a two-hour public education event once a quarter. Hourly rates are calculated at \$76.56 an hour for overtime.

##### **SFST Training - Attend**

\$4,593.60

Three officers attending a 16-hour SFST course within the project timeframe. Rates are calculated at \$76.56 for overtime for the 16 course hours and 4 hours of travel time (average for our rural Department).

#### **Equipment**

##### **Message Board**

\$32,500.00

Cost of two 3' x 6' Mini Matrix Message Boards at a cost of \$14,350.00 each with an additional \$3,800 for delivery.

**BUDGET AMENDMENT FY 2022/23**

Budget Adjustment #: **2023/24-02**

Budget FY: **FY 2023/24**

Account Description	Account #			FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Grant Staff Time Reimburseme	110	4200	3318	\$ -	\$ 49,550		\$ 49,550	
				\$	49,550	\$ -	\$ -	

<b>Reason for Amendment:</b>	<b>RESOLUTION # :</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Authorization:</b>	<b>Signature:</b> _____ <b>Date:</b> _____
Requested By: <u>Finance/Admin Dept</u>	_____
Approval: <u>Isaac Whippy</u>	_____
Finance Use: <u>Adriana Moreno Ramos</u>	_____
<b>Attach copies of Resolution or other documentation</b>	