



City of Fort Bragg

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

Meeting Agenda City Council

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

Monday, January 22, 2024

6:00 PM

Town Hall, 363 N. Main Street and via video
conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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: Jan 22, 2024 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/86234393421>

Or Telephone:

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

Webinar ID: 862 3439 3421

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.

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR

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 Diana Sanchez, dsanchez@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. [23-515](#)** Accept the 14-foot-wide Public Access and Utility Easement as Offered on the Channel Parcel Map, City Application DIV 1-22, and Authorize the City Clerk to Sign the Map

Attachments: [Memo DIV 1-22 Channel 311 S Harold](#)

[Att 1. DIV 1-22 Parcel Map](#)

[Public Comment 5A](#)

- 5B. [23-528](#)** Adopt Joint City Council/Municipal Improvement District Resolution Authorizing Execution of an Employment Agreement for City/District Manager with Isaac Whippy

Attachments: [RESO City Manager Contract](#)

[Exhibit A](#)

- 5C. [23-473](#) Approve Maddy Act Notice Providing List of Appointed Terms Expiring in 2024

Attachments: [12212023 Maddy Act Notice](#)

- 5D. [23-529](#) Approve Scope of Work for a Request for Proposals for the Preparation of Plans and Specifications for the CV Starr Center HVAC System

Attachments: [012224 CV Starr HVAC Scope of Work](#)
[Exhibit A Sample Professional Services Agreement](#)

- 5E. [24-540](#) Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 24-25 (FY 24/25; July 1, 2024 - June 30, 2025) Pursuant to Health and Safety Code Section 34177(l)

Attachments: [RESO ROPS FY 2024-25](#)
[ROPS FY 24-25](#)

- 5F. [24-541](#) Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30, 2023

Attachments: [Parking In Lieu Fees 22-23](#)
[Wastewater Capacity Fees. 22-23](#)
[Water Capacity Fees. 22-23](#)
[General Plan Maintenance Fee](#)
[Public Comment Item 5F](#)

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.

- 7A. [23-472](#) Conduct Public Hearing, Receive Report, and Consider Adoption of City Council Resolution Approving Updates to the CV Starr's Fee Schedule

Attachments: [01222024 CV Starr Fees Staff Report](#)
[RESO CV Starr Fee's](#)
[Exhibit A - COFB CVSCC Updated Fees January 2024](#)
[Att 1 Public Hearing Notice Proposed Fees](#)

8. CONDUCT OF BUSINESS

- 8A. [23-525](#)** Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Latoof Painting Inc; Re-purposing \$87,405 of the HVAC System Adopted Budget to the Project; Authoring City Manager to Execute Contract (Amount Not to Exceed \$87,405.00, Account No. 810-4812-0751) and Finding the Project Exempt from CEQA under 14 CCR 15301
- Attachments:** [Staff Report CV Starr Flooring](#)
[Resolution CV Starr Floor Project](#)
[CV Starr floors quote](#)
- 8B. [23-505](#)** Receive Report and Approve Scope of Services for Request for Qualifications for As-Needed Professional Services in Noyo Harbor Planning Effort
- Attachments:** [01222024 RFQ Staff Report](#)
[Request for Qualifications](#)
[CASG Job Description](#)
[CASG Article](#)
[Final CEP](#)
- 8C. [23-507](#)** Receive Report and Consider Adoption of City Council Resolution Approving Contract Amendment with Creative Thinking, Inc. DBA The Idea Cooperative. Increasing Amount of Contract, and Authorizing City Manager to Execute Same (Amount Not To Exceed \$200,000: \$180,000 Account 110-4321-0319; and \$20,000 Account 329-6134-0630)
- Attachments:** [012220234 ReportContract_2nd](#)
[Broadband Scope of Work](#)
[RESO Idea Cooperative - Broadband](#)
[Public Comment 8C](#)
- 8D. [24-542](#)** Resolution of the Fort Bragg City Council Approving the Integration of the C.V Starr Community Center as a City Owned and Operated Facility and Establishing Salary Rate Compensation Plan Confirming the Pay Rates/Ranges for C.V. Starr Class of Employees Effective February, 11, 2024.
- Attachments:** [Staff Report](#)
[RESO CV Starr Integration](#)
[RESO CV STARR Employee Compensation](#)
[Exhibit A: Employee Compensation Schedule](#)
[Exhibit B: MCRPD Board Notice Aug 2023](#)
[Exhibit C: CVSCC Operating Agreement](#)
[Exhibit D: FY 23/24 CV Starr Adopted Budget](#)

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, February 12, 2024**

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 January 18, 2024.

Diana Sanchez
City Clerk



City of Fort Bragg

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

Text File

File Number: 23-515

Agenda Date: 1/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5A.

Accept the 14-foot-wide Public Access and Utility Easement as Offered on the Channel Parcel Map, City Application DIV 1-22, and Authorize the City Clerk to Sign the Map
The Channel Parcel Map complies with all of the requirements of the Subdivision Map Act Section 66411.7 and ILUDC Chapter 18.84, which provide for ministerial approval of Parcel Maps for urban lot splits. The approved map includes the dedication of a 14-foot-wide easement to be accepted by the City.



CITY OF FORT BRAGG

416 N. FRANKLIN, FORT BRAGG, CA 95437
PHONE (707)961-2823 FAX (707)961-2802

MEMORANDUM

DATE: January 22, 2024
TO: City Council
FROM: Community Development Director
SUBJECT: Ministerial Approval of Channel Parcel Map (Urban Lot Split) at 311 S Harold

On January 5, 2024, the Channel Parcel Map, processed as subdivision application DIV 1-22, met the requirements of Subdivision Map Act Section 66411.7 and ILUDC Chapter 18.84. It also satisfies recently adopted Ordinance 897-2023, which became effective on January 10, 2024. The Subdivision Map Act provides for ministerial approval of parcel maps for urban lot splits when all of the requirements set forth in §66411.7 of the California Subdivision Map Act have been met. The application DIV 1-22 was also reviewed by the acting City Surveyor, Tom Herman at SHN Consulting.

Section 21080 of the Public Resources Code exempts from CEQA those projects over which public agencies exercise only ministerial authority.

The DIV 1-22 Parcel Map includes the dedication of a 14-foot wide Public Access and Utility Easement, as a portion of S. Harold Street lies within the subject property. SB-9 and §66411.7 do not allow the City to require Public Right of Way dedications, but they do allow for the dedication of an easement.

The conditions of approval associated with this division are:

- (1) the inclusion of a 10-foot wide private sewer and water easement between the parcels, as both the sewer and the water mains serving the parcels are located in the alley;
- (2) the dedication of the 14-foot wide Public Access and Utility Easement; and
- (3) payment of the capacity fees for the unoccupied parcel prior to any development on it, as the physical connections are already in place. The applicant has paid for and established new sewer and water connections for the existing residence with the intent that the old connections will be repurposed for the unoccupied lot upon development.

Recommendation: Staff recommends City Council accept the 14-foot wide Public Access and Utility Easement as shown on the map and authorize the City Clerk to sign the Parcel Map so that it may be recorded.

Owner's Statement

The undersigned being all parties having any record interest in the land within this division, hereby consent to the preparation and recordation of this map, and offer of dedication a 14 foot wide public access and utility easement lying all Westerly of the East line of Parcel 1 as shown on this map.

Steven Channel
Steven Channel

Acknowledgement

State of California
County of Mendocino
on 11/16/2023 before
me M. Nielsen a Notary Public
in and for the County and State, personally appeared
Steven Channel, who proved to me on the basis of satisfactory
evidence to be the persons whose name is subscribed to the
within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signature
on the instrument the person or the entity on behalf of which the
person acted, executed the instrument

Witness my hand and official seal

Signature M. Nielsen



Proof of Ownership Statement

I, hereby state that the proof of ownership report made by
this _____
day of _____, 2023, conforms to the provisions
of the Subdivision Map Act.
Katrina Bartolome, County Recorder

by _____ Deputy

County Recorder's Statement

Filed this _____ day of _____ at _____ M. in Maps
Drawer _____, Page _____, M.C.R. at the request of
Richard A. Seale.

Katrina Bartolome, County Recorder

Fee: _____ by _____ Deputy

Public Utility Easement Statement

A public utility easement is an easement to construct, install, inspect, maintain, replace, remove
and use facilities of the type hereinafter specified, including but not necessarily limited to the following:

Construct curb, gutter and sidewalk, installation of transmission and distribution facilities such as
electrical, gas, water, telephone, cable television, sewer, street lighting, drainage, roadway, landscaping;
also uses for pedestrian, equestrian, and non-powered vehicle purposes.

Said easement shall also include the right to excavate or fill the easement for the full width and
to a reasonable depth thereof.

Bond Statement

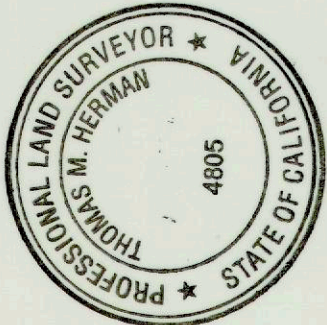
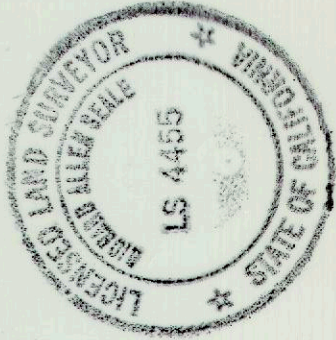
*I, Clerk of the Board of Supervisors of the
County of Mendocino, hereby state that the deposit as required
by the Subdivision Map Act, Section 66464 of Title 7, of the
Government Code, Division 2, has been filed.*

Clerk of the Board of Supervisors

Surveyor's Statement

This map was prepared by me or under my direction and is based upon a field survey
in conformance with the requirements of the Subdivision Map Act and local ordinance
at the request of Steven Channel in December, 2022. I hereby state that this Parcel Map
substantially conforms to the conditionally approved Tentative Map, if any. I further
state that all monuments are of the character and further occupy the positions
indicated and that said monuments are sufficient to enable the survey to be retraced.

Richard A. Seale
Richard A. Seale
L.S. 4455
30 Sept 2023
License expires:



City Surveyor's Statement

I have examined this map; the subdivision as shown is
substantially the same as it appeared on the Tentative Map
and any approved alterations thereof; all provisions of Chapter
2, Division 2 of the Subdivision Map Act and any local ordinances
applicable at the time of approval of the Tentative Map have
been complied with; I am satisfied the map is technically correct.

Dated 7/17/23
Thomas M. Herman
Thomas M. Herman, P.L.S. 4805
Exp Date 2/20/24

Notes:
1. Sewer and water connections for both parcels are located in the alley
2. Parcel 2 shall be required to pay sewer and water Capacity Fees in effect at the
time of development.
3. This division was processed under SB 9 guidelines.

Basis of Bearings

Bearings are based on locally found
monuments along the West line of
Parcel 1 as shown on that Parcel Map
recorded in M.C. 2, Dr. 46, Pg. 84, M.C.R.
Bearings have been rotated from Grid North
to True North.

City Clerk's Statement

I, June Lemos, City Clerk of the City of Fort Bragg, hereby state
that the City Council of the City of Fort Bragg by minute order on
the _____ day of _____, 2023 approved this map and
accepted 14 foot wide public access and utility easement as shown
on this map.

Dated _____

Diana Sanchez
Diana Sanchez, City Clerk, City of Fort Bragg

Parcel Map

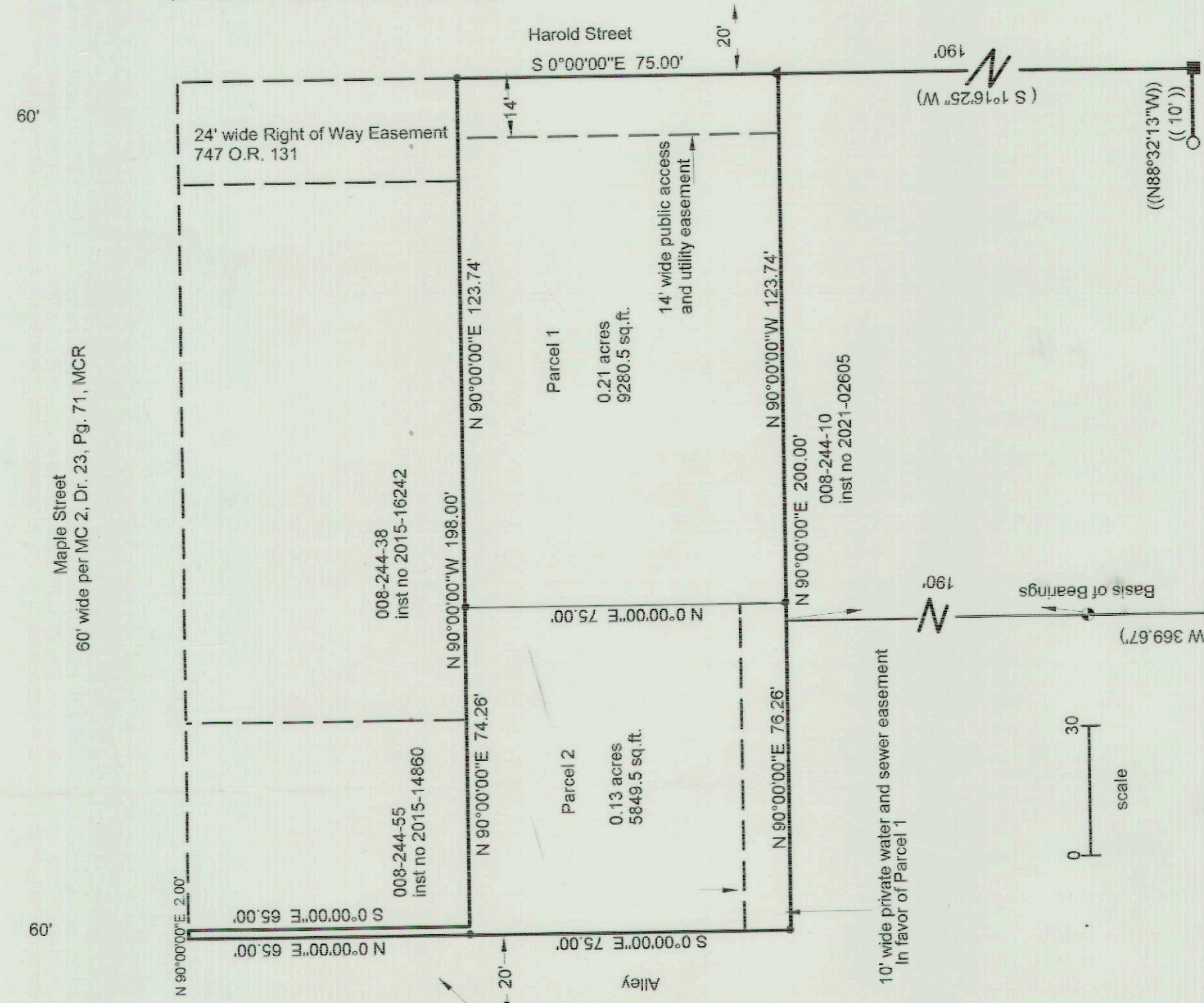
Of 311 South Harold Street, Fort Bragg being a portion of Section 7, Township
18 North, Range 17 West, Mount Diablo Base and Meridian. DIV 1-22, A.P.#
008-244-54

City of Fort Bragg
Scale 1" = 30'

Mendocino County
California
December, 2022

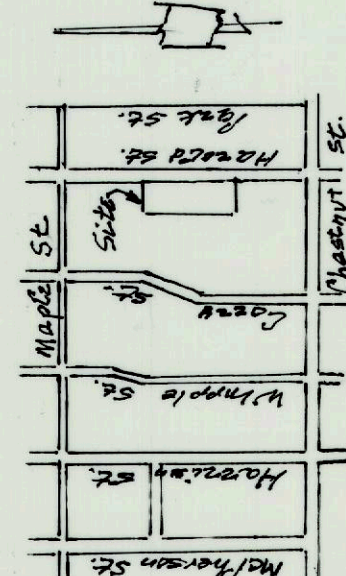
Sheet one of one

Maps
Drawer
Page



Legend

- ▲ = Set nail and tag L.S. 4455
- = Set 1/2" rebar tagged L.S. 4455
- ⚡ = found 3/4" rebar L.S. 4455 per MC2, DR46, PG84 MCR
- () = Record Data per MC2, DR46, PG84, MCR
- = 3/4" rebar per M.C. 2, Dr. 46, Pg. 84 MCR
- = 3/4" rebar L.S. 4455 per MC 2, Dr. 46, Pg 84 MCR
- (()) = Record data per MC 2, Dr. 59, Pg. 30, MCR
- (()) = Record data per MC2, Dr. 23, Pg. 71 MCR
- ⊙ = 3/4" rebar L.S. 3184 per MC 2, Dr. 23, Pg. 71 MCR
- = lead plug L.S. 3184 per MC 2, Dr. 23, Pg. 71 MCR



Vicinity Map Scale 1" = 800'

From: jay@mcn.org
To: [Whippy, Isaac](#); [Sanchez, Diana](#); [Cervenka, Neil](#); [Cherry, Juliana](#)
Cc: [Norvell, Bernie](#)
Subject: Public Comment re Consent Calendar item 5A 23-515
Date: Monday, January 22, 2024 8:14:49 AM

Good Morning,

Please forward to all Council Members.

The address listed in this item is incorrect according to my personal knowledge and should read 311 S Harold St. not 311 N Harold St

It is listed incorrectly in several places including the title and the Memorandum.

5A. 23-515
Memo DIV 1-22 Channel 311 N Harold St

DATE: January 22, 2024
TO: City Council
FROM: Community Development Director
SUBJECT: Ministerial Approval of Channel Parcel Map (Urban Lot Split) at 311 N Harold St

I think it should be corrected prior to a vote this evening on the Consent Calendar.
The parcel Map seems to be correct.

Kind Regards,
Jay McMartin



City of Fort Bragg

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

Text File

File Number: 23-528

Agenda Date: 1/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt Joint City Council/Municipal Improvement District Resolution Authorizing Execution of an Employment Agreement for City/District Manager with Isaac Whippy
Adoption of this resolution will approve the employment contract appointing Isaac Whippy as City Manager for the City of Fort Bragg and District Manager for the Fort Bragg Municipal Improvement District No. 1.

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR CITY MANAGER WITH ISAAC WHIPPY

and

RESOLUTION NO. ID ____-2024

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR DISTRICT MANAGER WITH ISAAC WHIPPY

WHEREAS, the City Council/District Board has reviewed the experience and qualifications of Isaac Whippy to serve as City Manager of the City and District Manager of the District and has determined based on their experience and qualifications that they are knowledgeable in the field of governmental and municipal administration; and

WHEREAS, the City Council chose to offer the position of City Manager Isaac Whippy, who started with the City in February 2016 and most recently served as Finance Director/City Treasurer, who possesses the necessary skills and experience to perform the duties as City Manager; and

WHEREAS, effective January 3, 2024, the City Council/District Board appoints Isaac Whippy as City Manager; and

WHEREAS, the City Council/District Board believes that it is in the best interests of the City to employ Isaac Whippy as City/District Manager and to provide for the terms and conditions of City/District Manager's employment through an employment agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 as follows:

Section 1. The City Council/District Board and Isaac Whippy have agreed to the terms and conditions set forth in the City/District Manager's employment agreement.

Section 2. The City Council/District Board approves the City Manager Employment Agreement, attached hereto as Exhibit "A", and incorporated herein by this reference, and authorizes the Mayor to execute the City Manager Employment Agreement with Isaac Whippy.

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 22nd day of January 2024, by the following vote:

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

Bernie Norvell
Mayor/Chair

ATTEST:

Diana Sanchez
City/District Clerk

CITY MANAGER EMPLOYMENT AGREEMENT
Between the City of Fort Bragg,
a Municipal Corporation,
and Isaac Whippy

1. Parties and Date

This Agreement is dated December 11, 2023, and is effective as of final approval by the City of Fort Bragg City Council, by and between the City of Fort Bragg, California, a municipal corporation (the "City"), and Isaac Whippy, an individual (the "City Manager") (collectively the "Parties").

- A. The City requires the services of a City Manager;
- B. The City Manager has the necessary education, experience, skills and expertise to serve as the City's City Manager;
- C. The City Council of the City (the "City Council") desires to employ the City Manager to serve as the City Manager of City;
- 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.

2. Employment

The City hereby employs the City Manager as its City Manager, and the City Manager hereby accepts such employment.

3. Commitments and Understandings

A. The City Manager's Commitments

1. Duties & Authority

- a) The City Manager shall be the Chief Executive Officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- b) The City Manager shall perform all of the duties of the City Manager as set forth in Section 2.08.070 of the Fort Bragg Municipal Code (the "Municipal Code"), the California Government Code, and City resolutions, policies and procedures approved by the City Council, as may be provided from time to time.
- c) The City Council designates the City Manager as the chief executive of other City-related legal entities. Such other legal entities include: the Successor Agency to the Redevelopment Agency of the City of Fort Bragg; the City's financing authority; its joint powers authorities; and the City of Fort

Bragg Municipal Improvement District No. 1.

d) To accomplish this, the City Manager shall have the power and be required to:

- (1) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council.
- (2) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
- (3) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. When the City Clerk and City Treasurer are also City employees, the City Manager will direct the work of those employees in conducting the day to day duties and affairs of the City, to the extent those duties do not directly conflict with their obligations to the City Council as direct appointees of the City Council. The City Manager may undertake any study or investigation that is necessary or desirable, or as directed by the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
- (4) Recommend to the City Council adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- (5) Consolidate, combine, or reorganize offices, positions, departments, or units under the City Manager's jurisdiction. The City Manager may be the head of one or more City departments.
- (6) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
- (7) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- (8) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

2. Hours of Work

- a) The City Manager 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 City Manager position.
- b) The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

3. Disability or Inability to Perform

In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months; the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive all severance benefits provided in Section 5.C. below.

B. City Commitments

1. The City shall provide the City Manager with the compensation, incentives and benefits specified in this Agreement.
2. The City shall provide the City Manager with office space, staff, equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Manager's duties.
3. The City shall pay for or provide the City Manager reimbursement for all actual business expenses. The City shall provide the City Manager 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 City Manager for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.
5. The City agrees to pay the travel and subsistence expenses of the City Manager 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 City Manager.

C. City Council Commitments

1. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
2. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member

thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

3. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.

4. The City Council agrees that any criticism of a City staff member shall be done privately through the City Manager.

5. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

1. Performance Evaluation

a) The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance at least once each year, and/or when it is deemed necessary to discuss any concerns or direction in performance.

b) The City Council and City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall establish the relative priority among the various goals and objectives.

2. ICMA Code of Ethics

a) The Parties acknowledge that the City Manager is committed to the ideals of the International City Management Association ("ICMA"). The Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics.

b) The City Manager commits to comply with the ICMA Code of Ethics.

c) The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

4. **COMPENSATION**

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Salary

1. The starting annual base salary for the position of City Manager shall be \$178,000. This

salary may be increased by amendment to this Agreement.

2. The City Manager 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 Council.
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 City Manager, 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.
4. Deferred Compensation. The City shall contribute \$500 monthly to City Manager's 457 deferred compensation plan.

B. Benefits

In addition to salary, the City Manager shall be entitled to the following specific benefits:

1. Retirement. City Manager shall be a member of the Public Employee Retirement System (PERS) at the PEPRA - 2% at 62 formula. City Manager shall pay City Manager's contribution to PERS at 7.25%, City shall pay the required Employer contribution of 7.76%.
2. Life Insurance. City shall obtain and pay for a life insurance policy for City Manager in the amount of \$200,000.
3. Health Insurance. City shall pay 100% of the premiums for medical, dental and vision plans for City Manager and dependents. City Manager shall receive all other insurance benefits as employees in the management unit.
4. Sick Leave and Vacation.

(a) Sick Leave

1. Accrual: City Manager shall accrue sick leave at a rate of eight (8) hours per month with forty additional hours loaded in addition to all previously accrued sick leave hours effective with the appointment to the City Manager position. Thereafter, employment and sick leave may be accrued with no maximum limit.
2. 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.
3. 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.
4. Conversion:

- a. 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.
 - b. 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.
 - c. Conversions may be made once in each calendar year.
5. Transfer: City Manager may transfer accrued sick leave to another employee in cases of emergency.
 6. Compensation on Separation: Upon separation after two or more years of service, City Manager shall be paid for 30% of unused, accrued sick leave. Such compensation is not applicable if City Manager is discharged for cause.
 7. Family and Medical Leave: City Manager 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: Vacation hours shall accrue at a rate of 120 hours per year. The vacation hours shall accrual rate shall increase to 160 hours per year upon the anniversary of City Manager's 5th year of service, and increase to 200 hours per year at 10 years of service. City Manager accrual of vacation hours shall be capped at 360 hours. 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 City Manager. Once during each fiscal year, a maximum of 80 hours of vacation leave may be cashed in. At the time the cash-in option is exercised, the City Manager must retain a minimum of 40 hours of vacation leave.

5. Car and Cell Phone Allowance. City Manager shall be paid a car allowance in the amount of \$350 a month and a technology allowance in the amount of \$40 per month for a City Manager owned cell phone and, if applicable, \$20 per month for a City Manager owned tablet, all payable on the City's regular payroll under the procedures currently used by the City for making such payments.

6. Other Benefits

The City Manager shall be entitled to the following benefits:

1. Executive Leave. City Manager 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.
2. City Manager 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 (Veteran's 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 Council as a public holiday, day of mourning or day of thanksgiving shall be provided as a holiday.

3. Bereavement Leave. When a death occurs in the City Manager's immediate family, the City Manager 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.
4. Jury Duty. If the City Manager is summoned to serve on jury duty during an on-duty day, she shall be entitled to leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. The City Manager may retain such payment as may be allowed for travel, lodging and meal expenses. The City Manager 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.

5. SEPARATION

A. Resignation/Retirement

The City Manager may resign at any time and agrees to give the City at least 45 days' advance written notice of the effective date of the City Manager's resignation, unless the Parties otherwise agree in writing. If the City Manager retires from full time public service with the City, the City Manager may provide six months' advance notice. The City Manager's actual retirement date will be mutually established.

B. Termination & Removal

1. Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.
2. The City Council may remove the City Manager at any time, either with or without cause, by a majority vote of its members at a noticed and conducted meeting of the City Council. Notice of termination shall be provided to the City Manager in writing. The City Council may

also elect not to renew this Agreement. Notice of nonrenewal shall also be provided to the City Manager in writing. The City Council 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 Council agrees that if termination or nonrenewal is made without cause, it shall provide not less than 180 days' notice of termination to the City Manager. If the City Manager 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 City Manager resign, a reduction in salary or other financial benefits of the City Manager (excluding a general City Management salary reduction), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager'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 Council.

3. As provided in Municipal Code Section 2.16.050, the City Manager shall not be terminated during the 90-day period following any City election for membership on the City Council.

C. Severance Pay

1. In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, the City shall pay the City Manager 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. 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 City Manager 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 benefiting the City Manager, or the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, 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 5 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation

1. In the event that the City Council formally or a majority of the City Council informally asks the City Manager to resign, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 5.C. above.

2. The City Manager has relied upon the provisions of the Municipal Code upon entering into

this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation, and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Manager, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Manager shall have the right, at the City Manager's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Manager's involuntary resignation.

3. Upon receipt of such notice the City Council shall have thirty (30) days in which to do one of the following: (a) rescind the amendment (s); (b) renegotiate this Agreement to the City Manager's satisfaction; (c) confirm that the City Manager is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Manager is entitled to resign and still receive the severance benefits provided in Section 5.C. above.

E. Separation for Cause

1. Notwithstanding the provisions of Section 5.C., the City Manager may be terminated for cause. As used in this section, "cause" shall mean only one or more 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 City Manager's office and duties;

2. In the event the City terminates the City Manager for cause, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 5.F. below, and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Section 5.C.

3. If the City Manager 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 City Manager shall be paid for all unused accrued leave allowances provided in Section 4.B. above. Accumulated leave balances shall be paid at the City Manager's monthly base salary rate at the effective date of separation.

2. In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager'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 City Manager, termination by the City (with or without cause), or other separation of employment as described in the Section 5, the City and the City Manager agree that neither any member of the City Council, or the City's management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager'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 City Manager. 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 5.G., and the joint press release or statement, in response to any inquiry.

6. 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. January 3, 2024 and continuing until 12:00 a.m. January 3, 2027 (the "initial Termination Date").

B. Subsequent Terms

Unless the City gives the City Manager 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 City Manager's termination of employment with the City, including but not limited to Sections 5 and 6.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 City Manager. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

E. Conflict of Interest

1. The City Manager 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 City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.
3. The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

F. Indemnification

1. To the full extent of the law, the City shall defend and indemnify the City Manager, in their capacity as City Manager, 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 City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment, save and except those losses sustained as a result of the willful act or omission of the City Manager including any "abuse of office or position," as described in Section 6(E)(3) of this Agreement.
2. The City shall defend, save harmless and indemnify the City Manager 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 City Manager's duties as City Manager. 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 City Manager shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify the City Manager from any judgment rendered against the City Manager; 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 City Manager's capacity as City Manager, 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 City Manager may have under the law.
4. The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Manager, while acting within the scope of the City Manager'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 City Manager.

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 City Manager, the City Manager 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.

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

By: 
Bernie Norvell, Mayor

CITY MANAGER

DocuSigned by:
By: 
Isaac Whippy

Attest:

DocuSigned by:
By: 
Diana Sanchez, City Clerk

Approved as to Form:

By: 
Baron J. Bettenhausen, City Attorney



City of Fort Bragg

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

Text File

File Number: 23-473

Agenda Date: 1/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5C.

Approve Maddy Act Notice Providing List of Appointed Terms Expiring in 2024



CITY OF FORT BRAGG

Incorporated August 5, 1880
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Fort Bragg encourages residents to apply for a position on City Boards, Commissions, and Committees that will have vacancies in **2024**.

At the end of each year, the City publishes a list of expiring appointed terms for the coming year, names of incumbents, and the dates of appointments. Following is a list for 2024:

PLANNING COMMISSION

Each member of the City Council may submit the name of a resident of the City as a nominee for a seat on the Planning Commission. The appointment is made by a vote of the full City Council. Each member of the Planning Commission must be a registered voter of the City at the time of their appointment and during their incumbency. Planning Commission members shall be seated for a term coinciding with that of the nominating Councilmember, provided, however, that the Commissioners serve at the will of the City Council. The Planning Commission's functions are established in Fort Bragg Municipal Code Chapter 2.20.

NAME	APPOINTED	TERM ENDS
Scott Deitz	07/15/2022	12/09/2024
Richard Neils	04/24/2023	12/09/2024

NOYO HARBOR COMMISSION

The Fort Bragg City Council appoints two of the five members of the Noyo Harbor Commission, the County of Mendocino appoints two of the five members, and the Mendocino County Board of Supervisors and the City Council jointly appoint the Chairman. This Commission oversees the operations of Noyo Harbor. Appointees to the Noyo Harbor Commission must reside within the Noyo Harbor District boundaries. Appointment to this Commission would be for a four-year term.

NAME	APPOINTED	TERM ENDS
Douglas Albin	10/29/2020	10/31/2024
Jim Hurst	10/29/2016	10/31/2024

Persons interested in appointment to the above boards or committees are urged to contact City Clerk Diana Sanchez at (707) 961-2823 ext. 104 to obtain an application form.

Residents of the City of Fort Bragg and persons owning a business or commercial property in the City shall be given preference for appointment to advisory committees. The City Council will review applications and interview applicants for appointment to the Noyo Harbor Commission in October of 2024. The incoming Councilmembers will put forth their nominees for Planning Commissioner at the first meeting in January 2025.

ADDITIONAL BOARDS AND COMMISSIONS

In addition to those listed above, the following is a list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position:

Library Advisory Board – The City Council will consider appointees to the Library Advisory Board in October 2024. Applicants must show an interest in the development of quality improvements in the local library branches by exposing the membership to changes and innovations in the library world. Residents of Fort Bragg are given preference.

Fort Bragg Fire Protection Authority – The Joint Powers Authority Agreement that created the Fort Bragg Fire Protection Authority in 1990 provides, in part, that one member of the five member board shall be appointed jointly by the Board of Directors for the Fort Bragg Rural Fire District and the City Council of the City of Fort Bragg. In March of 2024, the District Board and City Council shall consult with the Fort Bragg Volunteer Fire Department prior to selecting the jointly-appointed member. At its option, the Fort Bragg Volunteer Fire Department may submit one or more candidates for this position. The appointee must be a resident of the Fire Protection area. Appointment to this Board would be for a two-year term.

Dated: December 21, 2023

Cristal Munoz

Cristal Munoz, Acting City Clerk

Published: December 28, 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 notice to be posted in the City Hall notice case on December 21, 2023, and delivered to the Mendocino County Public Library, 499 East Laurel Street, Fort Bragg, California.

Cristal Munoz

Cristal Munoz, Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-529

Agenda Date: 1/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5D.

Approve Scope of Work for a Request for Proposals for the Preparation of Plans and Specifications for the CV Starr Center HVAC System



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR DESIGN SERVICES FOR THE C.V. STARR COMMUNITY CENTER HVAC SYSTEM, CITY PROJECT NO. PWP - 00135

The City of Fort Bragg is seeking proposals from qualified Design firms interested in providing plans and specifications for the Heating, Ventilation, and Air Conditioning (HVAC) System Replacement Project at the C.V. Starr Community Center at 300 South Lincoln Street, Fort Bragg, California.

Background

The C.V. Starr Center was graciously brought to the City of Fort Bragg, by the Vander Starr Foundation for the enjoyment of the community. This Community center began construction in 2006 and was opened to the public in 2009. The construction of the CV Starr Center brought about community access to a one-of-a-kind aquatic and fitness center, with many unique and exciting features. With the recent acquisition of the C.V. Starr Center, the City of Fort Bragg is looking to improve some features within the facility, and an upgrade to the central Heating, Ventilation, and Air Conditioning (HVAC) system is the starting point.

The current CV Starr Center HVAC system requires the replacement of two existing roof mounted Air Handler Units (AHU's) located on the East roof of the building, as well as an update of the controls for the HVAC system. Key design elements of this project include:

- The replacement of two existing AHU's with considerations for Rust inhibiting qualities.
- An upgraded intake/venting system.
- Touchscreen control switch of hallway/lounge/common area spaces.
- HVAC system shall be designed to ensure resultant air quality will meet Cal OSHA standards.

SCOPE OF WORK

This Contract will consist of the following tasks:

1. Conduct a field investigation of the facility to verify the existing conditions of the mechanical equipment and building controls. Compare existing engineered drawings and details (Exhibit B) against field conditions, and ensure the finalized construction documents align with existing conditions.
2. Attend regular meetings throughout the design process with the City of Fort Bragg and Starr Center Staff to confer on facility requirements, material preferences, and logistical/safety considerations.
3. Prepare Plans, Specifications, and Cost Estimates complete in detail and containing all necessary information consistent with standard professional practice and incorporating all design drawings for permitting and construction. The 100% submittal shall include:

- Compliance with the Current California Building Code and Title 24.
 - Considerations for proper disposal of existing equipment in accordance with the City's construction and demolition waste recycling ordinances.
 - Estimated Number of Working Days.
 - Submittal of an electronic copy of the finished Plans, Specifications, and Cost Estimate in Word documents, PDFs, and/or autoCAD as appropriate.
 - One (1) full-size plan set signed by a California Licensed Architect or Licensed Engineer.
4. Coordinate and respond to Requests for Information, review and respond to Submittals, and other design-related documents as requested during the bid process and until project completion.
 5. Provide Construction Support Services for questions and minor amendments as needed in coordination with the City's Project Manager during project construction and until project completion.

Deliverables:

- 30%, 60%, 90%, and Final Plans for the HVAC System Design
- Technical Specifications
- Construction Cost Estimate– Schedule of Bid Items
- Future testing/maintenance schedule and specifications
- Mechanical/structural engineered calculations/details

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, and three (3) printed copies of the completed proposals and cost bid so that it is received by the City no later than 2:00 p.m. on February 23, 2024 to:
 City of Fort Bragg
Attention: Diana Sanchez, City Clerk
 416 North Franklin Street
 Fort Bragg, CA 95437
 dsanchez@fortbragg.com
2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information:
 - A. **Firm Description**
 Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - B. **Relevant Experience**
 Describe relevant experience with designing HVAC Systems and preparing technical Specifications for other public agencies.
 - C. **Key Personnel Qualifications**
 Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
 - D. **References**
 List of at least three (3) public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The

City may request a copy of a similar report prepared previously by the firm for another agency.

E. **Scope of Work**

Provide an explanation of tasks associated with the project, including how you propose to complete each task.

F. **Budget and Schedule of Charges**

Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel. Please be aware that prevailing wage rates apply to preconstruction work, such as inspection and land surveying, for public works projects.

G. **Work Schedule**

Provide a time schedule for completion of work.

H. **Insurance**

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for a reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**

I. **Consultant Agreement**

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Schedule for completion of work.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

RFP SCHEDULE

RFP Release

January 23, 2024

Deadline for Written Questions
Proposals due
Selection

February 14, 2024
February 23, 2024
March 11, 2024

QUESTIONS

Questions should be directed to:

Carlos Hernandez
Engineering Technician
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
(707) 961-2823 ext. 130
Email: chernandez@fortbragg.com

ATTACHMENTS

- Exhibit A – City Standards Professional Services Agreement
- Exhibit B – HVAC As-Built Drawings (GLASS Architects) - *Made available upon request.*

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, ___ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

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

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

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

[Delete whichever Paragraph E doesn’t apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by

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

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

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

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by [REDACTED], 20[REDACTED]. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on

_____, 20___, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services

actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms

of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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

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

IF TO CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Tel: [REDACTED]
Fax: [REDACTED]

IF TO CITY:

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

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by

the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

6.8. Indemnification and Hold Harmless.

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

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or

willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

6.11. Cooperation. In the event any claim or action is brought against City relating

to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and

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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and

signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

CITY

CONSULTANT

By: _____
Isaac Whippy
Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____
Diana Sanchez
City Clerk

APPROVED AS TO FORM:

By: _____

Baron J. Bettenhausen
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL

(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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

Text File

File Number: 24-540

Agenda Date: 1/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5E.

Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 24-25 (FY 24/25; July 1, 2024 - June 30, 2025) Pursuant to Health and Safety Code Section 34177(I)

RESOLUTION NO. RS XXXX

**RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY
APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 24/25 (FY
24/25; JULY 1, 2024 – JUNE 30, 2025) PURSUANT TO HEALTH AND SAFETY CODE
SECTION 34177(I)**

WHEREAS, pursuant to Health and Safety Code section 34173(d), the Fort Bragg Redevelopment Successor Agency (“Successor Agency”) is the successor agency to the Fort Bragg Redevelopment Agency (“Agency”), acknowledged by Resolution 3559-2012 adopted on July 23, 2012; and

WHEREAS, Health and Safety Code section 34177(l)(2), requires the Successor Agency to prepare a draft of a Recognized Obligation Payment Schedule (“ROPS”) listing outstanding obligations of the Agency to be performed by the Successor Agency; and

WHEREAS, Health and Safety Code section 34177(o) provides that each ROPS shall be forward looking to the next twelve months; and

WHEREAS, Health and Safety Code section 34177(l)(2) requires the Successor Agency to submit the draft ROPS to the Mendocino Countywide Oversight Board for approval and, upon such approval, the Successor Agency is required to submit a copy of such approved ROPS to the County of Mendocino Auditor-Controller, the California State Controller, and the State of California Department of Finance and post the approved ROPS on the Successor Agency’s website; and

WHEREAS, AB 1484 passed by the State Legislature on June 27, 2012 establishes a new schedule for submittal of a ROPS for periods subsequent to the period ending December 31, 2012; and

WHEREAS, under AB 1484 a Successor Agency is required to submit the approved ROPS for the period July 1, 2024 through June 30, 2025 to the County of Mendocino Auditor-Controller, the California State Controller, and the State of California Department of Finance by February 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg Redevelopment Successor Agency does hereby resolve, find, and determine as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. CEQA Compliance. The approval of the ROPS through this Resolution is legislative in nature and does not commit the Successor Agency or Oversight Board to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to or exempt from the requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3).

SECTION 3. Approval of the ROPS. The Fort Bragg Redevelopment Successor Agency hereby approves and adopts the ROPS, in substantially the form attached to this

Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177, recognizing it has not been subjected to the County audit.

SECTION 4. Implementation. The Fort Bragg Redevelopment Successor Agency hereby directs City of Fort Bragg staff to submit copies of the ROPS to the Mendocino Countywide Oversight Board and upon approval to further submit copies to the County of Mendocino Auditor-Controller, the State of California Controller, and the State of California Department of Finance after the effective date of this Resolution or, if the State of California Department of Finance requests review of the ROPS prior to the effective date of this Resolution, upon approval of the ROPS by the State of California Department of Finance, and prior to February 1, 2022, and to post the ROPS on the Successor Agency’s website.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end of the provisions of this Resolution are severable. The Oversight Board declares that the Oversight Board would have adopted Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. Certification. The City Clerk of the City of Fort Bragg, acting on behalf of the Successor Agency as its Secretary, shall certify to the adoption of this Resolution.

SECTION 7. Effective Date. Pursuant to Health and Safety Code section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective for three (3) business days, pending a request for review by the State of California Department of Finance.

The above and foregoing Resolution was introduced by Agency Board Member _____, seconded by Agency Board Member _____, and passed and adopted at a regular meeting of the Fort Bragg Redevelopment Successor Agency held on the 22 day of January, 2024, by the following vote:

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

BERNIE NORVELL
Chair

ATTEST:

Diana Sanchez,
Successor Agency Secretary

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Fort Bragg
County: Mendocino

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 175,000	\$ 79,800	\$ 254,800
B Bond Proceeds	175,000	79,800	254,800
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 62,488	\$ 64,448	\$ 126,936
F RPTTF	-	1,960	1,960
G Administrative RPTTF	62,488	62,488	124,976
H Current Period Enforceable Obligations (A+E)	\$ 237,488	\$ 144,248	\$ 381,736

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Fort Bragg
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$381,736		\$381,736	\$175,000	\$-	\$-	\$-	\$62,488	\$237,488	\$79,800	\$-	\$-	\$1,960	\$62,488	\$144,248
18	Administration & Staffing Costs	Admin Costs	12/12/1988	06/30/2037	Successor Agency	Admin & staff costs during Agency winddown	FBRA	124,976	N	\$124,976	-	-	-	-	62,488	\$62,488	-	-	-	-	62,488	\$62,488
21	2015 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	02/19/2015	09/01/2036	U.S. Bank	Annual Debt Service Payment	FBRA	254,800	N	\$254,800	175,000	-	-	-	-	\$175,000	79,800	-	-	-	-	\$79,800
22	Trustee Services for Bonds	Fees	02/19/2015	09/01/2036	U.S. Bank	Financial Services Contract	FBRA	1,960	N	\$1,960	-	-	-	-	-	\$-	-	-	-	1,960	-	\$1,960

Fort Bragg
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
18	
21	
22	



City of Fort Bragg

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

Text File

File Number: 24-541

Agenda Date: 1/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5F.

Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30, 2023

City of Fort Bragg, California

Development Impact Fees Report Parking In-Lieu Fees Fiscal Year Ended June 30, 2023



Prepared by City of Fort Bragg

City of Fort Bragg, California
Development Impact Fees Report
Parking-In-Lieu Fees
Fiscal Year Ended June 30, 2023

For purpose of compliance with California Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented in connection with the City's Parking I-Lieu fund:

(A) A brief description of the type of fee in the account or fund.

Parking In-Lieu Fee – The Parking In-Lieu Fee was established to provide flexibility for property owners in the Central Business District. Property owners can pay the fee instead of developing on-site parking which would otherwise use a significant amount of land and have a high cost to build. The Parking In-Lieu Fees allow for shared parking, better urban design, more flexible and effective land use, historic building reuse and economic development.

(B) The amount of the fee.

The Parking In-Lieu fee was temporarily waived effective October 22, 2012. The waiver has been extended annually since that time and continues in effect.

(C) The beginning and ending balance of the account or fund. See statement below.

(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures, and Changes in Fund Balance

	FY 23
Revenues	
Parking Fees	\$ -
Interest Income	250
Total Revenues	\$ 250
Expenses	
Total Expenses	\$ -
Other Financing Sources (Uses)	
Transfers in	-
Transfers out	-
Total Other Financing Sources & Uses	\$ -
Revenues Over (Under) Expenses	\$ 250
Beginning Fund Balance as of 07/01/2023	\$ 34,541
Ending Fund Balance as of 06/30/2023	\$ 34,791

City of Fort Bragg, California
Development Impact Fees Report
Parking-In-Lieu Fees
Fiscal Year Ended June 30, 2023

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures in FY 2023.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Currently, there are no plans for the use of the balance of funds in the parking fund. The City did undertake a Parking Study in FY 2024, funded by a Grant.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on loan.

In 2012 the balance of the parking-in-lieu fees was transferred to a fund called "parking".

(H) The amount of the refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

City of Fort Bragg, California

Wastewater Capacity Fees Report

Fiscal Year Ended June 30, 2023



Prepared by City of Fort Bragg

City of Fort Bragg, California
Wastewater Capacity Fees
Fiscal Year Ended June 30, 2023

For purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Capacity Charges is presented in connection with the City's Sewer Capacity Charge Fund:

- (1) A description of the charges deposited in the fund.

Capacity Fees - Capacity charges collected are used for the planning, design, construction, or support activities of facilities in existence when the charge is imposed or for new facilities to be constructed in the future that are of reasonable benefit to the person(s) being charged.

Per AB 602, which requires all new impact fees to have a nexus study before adoption, staff released a Request for Proposals (RFP) and hired a consultant in the fall of 2022 to perform this study. The Consultant L&T presented the Impact Fee Report to the City's Finance and Administration Committee on June 14, 2023, and again on August 24, 2023. City Council met on October 23, 2023, to consider approval of water, sewer, and storm drain capacity fees and the draft recommendations in the report. The final report is scheduled to come to the City Council for adoption on February 12, 2024.

SEWER CAPACITY CHARGE	\$ 3,640
------------------------------	-----------------

FY 2023:

- (2) The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund. **See statement below.**
- (3) The amount of charges collected in that fiscal year. **See statement below.**

Statement of Revenues, Expenditures, and Changes in Fund Balance

City of Fort Bragg, California
Wastewater Capacity Fees
Fiscal Year Ended June 30, 2023

	FY 2023
Revenues	
Capacity Fees	\$ 44,221
Interest Income	\$ 20,720
Total Revenues	\$ 64,940
Expenses	
Total Expenses	\$ -
Other Financing Sources (Uses)	
Transfers in	
Transfers out	
Total Other Financing Sources & Uses	\$ -
Revenues Over (Under) Expenses	\$ 64,940
Beginning Fund Balance as of 07/01/2022	\$ 711,379
Ending Fund Balance as of 06/30/2023	\$ 776,319

(4) An identification of all of the following:

- (A) Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.
- (B) Each public improvement on which charges were expended that was completed during that fiscal year.

No fees were expended in the fiscal year ended June 30, 2023.

- (C) Each public improvement is anticipated to be undertaken in the following fiscal year.

Sewer Collection System Condition Assessment (in current CIP)

- This is a planning document that assesses future sewer improvements system-wide.
- The estimated cost is \$750,000 and is scheduled to be undertaken in FY 2023-24.

(5) A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public

City of Fort Bragg, California

Wastewater Capacity Fees

Fiscal Year Ended June 30, 2023

improvements on which the transferred moneys are, or will be, expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

City of Fort Bragg, California

Water Capacity Fees Report Fiscal Year Ended June 30, 2023



Prepared by City of Fort Bragg

City of Fort Bragg, California

Water Capacity Fees

Fiscal Year Ended June 30, 2023

For the purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Capacity Charges is presented in connection with the City's Water Capacity Charge fund:

- (1) A description of the charges deposited in the fund.

Capacity Fees - Capacity charges collected are used for the planning, design, construction or support activities of facilities in existence at the time the charge is imposed or for new facilities to be constructed in the future that are of reasonable benefit to the person(s) being charged.

Per AB 602, which requires all new impact fees to have a nexus study before adoption, staff released a Request for Proposals (RFP) and hired a consultant in the fall of 2022 to perform this study. The Consultant L&T presented the Impact Fee Report to the City's Finance and Administration Committee on June 14, 2023, and again on August 24, 2023. City Council met on October 23, 2023, to consider approval of water, sewer, and storm drain capacity fees and the draft recommendations in the report. The final report is scheduled to come to the City Council for adoption on February 12, 2024.

FY 2023 Fee:

WATER CAPACITY CHARGE	\$ 4,631
------------------------------	-----------------

- (2) The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund. **See the statement below.**
- (3) The amount of charges collected in that fiscal year. **See the statement below.**

Statement of Revenues, Expenditures, and Changes in Fund Balance

City of Fort Bragg, California
Water Capacity Fees
Fiscal Year Ended June 30, 2023

	FY 2023
Revenues	
Capacity Fees	\$ 51,758
Interest Income	17,946
Total Revenues	\$ 69,704
Expenses	
Total Expenses	\$ -
Other Financing Sources (Uses)	
Transfers in	
Transfers out	
Total Other Financing Sources & Uses	\$ -
Revenues Over (Under) Expenses	\$ 69,704
Beginning Fund Balance as of 07/01/2022	\$ 601,085
Ending Fund Balance as of 06/30/2023	\$ 670,789

- (4) An identification of all of the following:
- (A) Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.
 - (B) Each public improvement on which charges were expended that was completed during that fiscal year.

There were no expenditures of Water Capacity fees in the fiscal year 2023.

- (A) Each public improvement that is anticipated to be undertaken in the following fiscal year.

Water Treatment Plant Overhaul (in current CIP)

- Overhaul the City's Water Treatment Plant to replace filters and clarifiers initially installed in 1998 and 2006. The overhaul would also include increasing the filter to waste pipe size, replacing filter media, filter underdrain, filter wash system, clarifier media, manifold, water inlet headers, and sandblasting and painting the units.

City of Fort Bragg, California

Water Capacity Fees

Fiscal Year Ended June 30, 2023

- The estimated cost is \$11,002,000, design completed in FY 23 and construction in FY 24.
- Accumulated revenue of \$51,758 and available reserves would be contributed towards funding the project. Accumulated Water Enterprise funds collected from water use rates for capital funding and other sources will provide the funding to complete the project.

(B) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended and, in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

(5) A description of each inter-fund transfer or loan made from the capital facilities fund. In the case of an inter-fund transfer, the information provided shall identify the public improvements on which the transferred money are, or will be, expended. In the case of an inter-fund loan, the information shall include the date on which the loan will be repaid and the rate of interest that the fund will receive on loan.

No inter-fund transfers or loans were made during the fiscal year utilizing these funds.

City of Fort Bragg, California

General Plan Maintenance Fees Report Fiscal Year Ended June 30, 2023



Prepared by City of Fort Bragg

City of Fort Bragg, California
General Plan Maintenance Fund
Fiscal Year Ended June 30, 2023

For informational purposes, the following information is presented in connection with the City’s General Plan Maintenance fund:

A brief description of the type of fee in the account or fund:

General Plan Maintenance Fee – The purpose of the General Plan Maintenance fee is to cover the costs reasonably necessary to prepare and revise the plans and policies that the City must adopt before making any necessary findings and determinations.

General Plan Maintenance Fee:

FY 2023: General Plan Maintenance Fee: 0.53% of total Valuation.

AB 2936 was amended and is outlined in California Government Code Section 66014. The City Council instructed staff to thoroughly assess and document the foundation for a modified General Plan Maintenance Fee, ensuring it aligns with the reasonable cost estimates for the necessary preparation and revision of plans and policies required by a local agency. During this analysis, the City temporarily suspended the General Plan Maintenance Fee collection through Resolutions 4314-2020, with extensions through Resolutions 4398-2021 and 4471-2021. In January 2023, following a General Plan Maintenance Fee study, the City Council approved a reduction in the General Plan maintenance fee from 1.5% to 0.53%.

Statement of Revenues, Expenditures, and Changes in Fund Balance

	FY 2023
Revenues	
General Plan Maintenance Fees	\$ 4,356
Interest Income	4,214
Total Revenues	\$ 8,571
Expenses	550
Total Expenses	\$ 550
Other Financing Sources (Uses)	
Transfers in	\$ -
Transfers out	\$ -
Total Other Financing Sources & Uses	
Revenues Over (Under) Expenses	\$ 8,021
Beginning Fund Balance as of 07/01/2022	\$ 139,061
Ending Fund Balance as of 06/30/2023	\$ 147,081

City of Fort Bragg, California
General Plan Maintenance Fund
Fiscal Year Ended June 30, 2023

The Fees were expended to pay staff time spent developing, reviewing, and revising the Inland General Plan, the Local Coastal Program Amendment, updates to the Inland Land Use and Development Code (Title 18 of the Municipal Code), and other related ordinances of the Municipal Code.

There were \$550 of staff time and no vendor transactions incurred in the fiscal year.

For the fiscal year 2023, updates to the City's General Plans and other City plans and policies included the following:

The City of Fort Bragg hired a consultant to prepare analytical work for zoning code amendments as follows: Urban Lot Split Ordinance, Urban Unit Development Ordinance, Tiny Homes Ordinance, and Accessory Dwelling Unit Ordinance.

From: [Jacob Patterson](#)
To: [City Clerk](#)
Subject: Public Comment -- 1/22/24 CC Mtg., item No. 5F, Impact Fee Reports
Date: Thursday, January 18, 2024 4:16:16 PM

City Council,

This item is problematic for several reasons. First, we haven't been using these special funds as intended with three of the four funds having no expenditures for the last year (similar to prior years), and if you don;t spend the money within a defined amount of time, we have a legal obligation to refund it to the original parties who paid the impact fees. Second, the General Plan Maintenance Fee report references an "attachment A" with the detail but no such attachment is included so that report is incomplete. Finally, because of these issues, this really should not be buried in the consent calendar and should be pulled for explanation and discussion as if it had been a conduct of business item in the first place.

Regards,

--Jacob



City of Fort Bragg

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Text File

File Number: 23-472

Agenda Date: 1/22/2024

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

Conduct Public Hearing, Receive Report, and Consider Adoption of City Council Resolution Approving Updates to the CV Starr's Fee Schedule



AGENCY: City Council
MEETING DATE: January 22, 2024
DEPARTMENT: CV Starr & Finance
PRESENTED BY: M. Wooden
EMAIL ADDRESS: mwooden@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Proposed Updated Resolution Adopting CV Starr Fees

ISSUE:

The City reviews and updates the City's Fees, consistent with the goal of ensuring, with only a few exceptions, that fees for City services are sufficient to fully recover the cost of providing those services. The attached proposed fees have been prepared to meet this strategic objective. A comprehensive study of the C V Starr Community Center's fee schedule has never been completed before. In January, the CV Starr Staff began working diligently with the City's finance team and took a more in-depth approach to analyzing each activity described in the fee schedule. Staff time for each task and the cost of any external supplies or services are factored into the estimated average cost of performing the service.

On March 6, 2012, voters in the City of Fort Bragg passed Measure A, which enacted Ordinance No. 902- 2012 authorizing the City of Fort Bragg to levy one-half of one percent special sales tax to fund operation, maintenance, and capital improvements at the C.V. Starr Community Center and to be administered by the State Board of Equalization. The ordinance established that, prior to levying the sales tax, the parties must enter into a property tax sharing agreement, and title to the premises must be transferred to the City. Both parties entered into a property tax sharing agreement that allows the City to allocate certain revenues ("Property Tax Revenues") for the operation and maintenance of the C.V. Starr Community Center. The City of Fort Bragg took the C.V. Starr Community Center title on May 14, 2012.

On August 2, 2023, the Mendocino Coast Recreation and Park District (MCRPD) Board of Directors voted to end the operating agreement between the City of Fort Bragg and MCRPD as it pertained to the operation of the CV Starr Center. Over the past several months the management team at the Center has been working with the City's finance team towards the goal of financial sustainability.

On October 23, 2023, an updated fee schedule for the Starr Center was presented to the City Council. At that meeting, a resolution was passed to adopt the newly updated fee schedule as presented. The fee schedule was set to go into effect on January 1, 2024. As January approached and the Center's team worked to input all on the new fees into the Center's software, it was discovered that the additional Family Member Add-on for an Annual Membership was miscalculated. In addition, we found that we only offered one choice for birthday parties. This historically was not the case. Before the pandemic the Center always offered either a half-room or full-room birthday party, thus giving families more options. When the Center reopened in July 2021, after the pandemic there were still many operational restrictions around COVID, that did not allow us to offer both choices.

AGENDA ITEM NO. _____

As we move forward into 2024, the Center feels it is important to give the community and families as many options as possible.

ANALYSIS:

Due to the tax revenues the center receives to supplement operations, the methodology implemented in the review of each fee has been a lower cost recovery goal in order to keep program and facility use fees affordable, especially to low-income residents while addressing rising operating expenditure costs as discussed above.

The FY 2023-24 fee schedule update includes the following noteworthy changes:

1. Annual Membership

- a. **Family Member Add-On.** The fee scheduled adopted on October 23, 2023, listed the family add-on for the year as \$20.00. The correct fee should have been \$204.00 for the year. This is calculated by taking the Recurring Monthly Membership Family member add-on of \$20.00, multiplying it by 12 months (\$240.00) and then applying the 15% discount (\$36.00) for the yearly membership, which gives the total of \$204.00 for the year.

2. Swimming Parties

- a. **Swimming Parties, Full Room Rental.** A full room rental party allows for up to 30 swimmers to swim during Swim, Slide and Splash times. The full party room is open to the renter with all tables and chairs available for use.
- b. **Swimming Parties, Half Room Rental.** A half room rental party allows for up to 15 swimmers to swim during Swim, Slide and Splash times. With a half room rental, the room partition wall is pulled out, thus allowing two rentals to take place at once.

Legal Requirements

State law contains a number of provisions that affect a City's establishing and updating City fees. They can be summarized generally as follows:

- (i) A City may set fees to recover the full cost of providing services, but fees cannot be levied in excess of the cost of service or for general revenue purposes.
- (ii) A Cost-of-Service Study may be used as the basis to calculate and set fees to recover the full cost of providing services and to make findings that the fees reflect a reasonable estimate of the cost of providing the applicable services.
- (iii) As for the process of adopting fees, State law requires that changes to the City's fees be presented to the City Council at a Public Hearing in accordance with Government Code section 66016, which requires that

there be two publications of the meeting notice in the local newspaper, advance notice is provided to any party that requests to be notified of any proposed fee adjustments, and that the full package of the proposal is made available to the Public no less than ten days prior to the Hearing.

- (iv) In addition, approved changes may take effect no less than 60 days after approval.

Staff has published and complied with the notice requirements for the proposed changes herein and brought the proposed fees before the City Council on January 22, 2024, to conduct a Public Hearing. If approved, Staff recommends that any changes approved pursuant to this item become effective on March 23, 2024, which is 60+ days from the conclusion of the Public Hearing and approval.

RECOMMENDED ACTION:

Following the City Council's review and discussion, conduct the Public Hearing and consider adopting the amended updated fees for the CV Starr Center.

ALTERNATIVE ACTION(S):

Request additional information.

FISCAL IMPACT

Although the exact fiscal effect of the updated fee changes cannot be accurately estimated, amending these fees will allow for a more significant recovery in helping offset the cost of the day-to-day operations of the C.V. Starr Community Center. The offering of full-room or half-room birthday rentals has the potential to increase rental revenue and allow more community members access to the room.

GREENHOUSE GAS EMISSIONS IMPACT:

The review of this report has little impact on greenhouse gas emissions.

CONSISTENCY:

These fee updates are consistent with the established City Council policy requiring full cost recovery for services provided. All legal requirements discussed above have been adhered to.

IMPLEMENTATION/TIMEFRAMES:

If approved, the fees will become effective on March 23, 2024. The Consolidated Fee Schedule will be updated and distributed to City and CV Starr staff and will be posted on the website.

ATTACHMENTS:

1. Resolution Adopting Fee Schedule
2. Fee Schedule Exhibit A
3. Public Hearing Notice

NOTIFICATION:

None.

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE FY 2023/24 C.V. STARR COMMUNITY CENTER UPDATED
FEE SCHEDULE**

WHEREAS, the C.V. Starr Community Center (CVSCC) is a public facility serving residents and visitors of Fort Bragg and the Mendocino Coast, and its ongoing operation is consistent with the Council's goal of promoting healthy lifestyles through the provision of active recreational facilities; and

WHEREAS, the City Council opened a public hearing on October 23, 2023, following the proper notice, to obtain comments on the proposed fee schedule and on that date obtained comments on the proposed fee schedule changes; and

WHEREAS, On October 23, 2023, the City Council adopted by Resolution 4736-2023 Approving Updates to the CV Starr Fee Schedule; and

WHEREAS, the City Council opened a public hearing on January 22, 2024, following the proper notice, to obtain comments on the proposed updated fee schedule and on that date obtained comments on the updated fee schedule changes; and

WHEREAS, based on all the evidence presented at the time of the public hearing on this matter, the City Council finds as follows:

1. The foregoing recitations are true and correct and are included herein by reference as findings; and
2. All notices and publications have been given in accordance with Government Code sections 6062a; and
3. Information regarding the proposed fee increases, including the cost or estimated cost required to provide the service for which a specific fee is levied, have been made available to the public for at least ten (10) days prior to the public meeting; and
4. The fees collected for providing miscellaneous services are not a source of additional general fund revenues nor are they a "special tax" as described in California Government Code section 50076; and
5. The proposed fees as identified in Exhibit "A" have been reviewed and are found not to exceed the estimated reasonable cost of providing the services for which the fees are levied.
6. The fees identified in Exhibit "A" are herein adopted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby adopt the updated FY 2023/24 Facility Fee Schedule ("Exhibit A"), as submitted.

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 22nd day of January 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

C. V. Starr Community Center- Fee Schedule

EFFECTIVE: January 1, 2024

Daily Drop In Fees

1	RESIDENT Youth, Senior, Disabled Adult	\$9
2	RESIDENT Adult	\$11
3	RESIDENT Family	\$30
4	RESIDENT Family Member Add	\$7
5	NON- RESIDENT Youth, Senior, Disabled Adult	\$13
6	NON- RESIDENT Adult	\$15
7	NON-RESIDENT Family	\$45
8	NON-RESIDENT Family member add on	\$11

Daily Drop In Fees- Access to the facility for the day including pools, weight room, drop in fitness classes and locker room.

Monthly Membership (1 month only)

9	Youth, Senior, Disabled Adult	\$45
10	Adult	\$70
11	Couple	\$120
12	Family	\$160
13	Family member add on	\$30

1 month membership – membership can be purchased at any time and will roll into the next month. For example a membership purchased on the 20th will run through the 19th of the following month. Non-refundable, non-transferable, membership can only be utilized by person who's name is on the membership.

Recurring Monthly Membership

14	Youth, Senior, Disabled Adult	\$40
15	Adult	\$60
16	Couple	\$100
17	Family	\$140
18	Family member add on	\$20

Recurring- Automatic Payments- 6 month commitment. Members must pay for the remaining of the first month or if after the payment pull date the remainder of the first month and the following month. Automatic payments are required to be set up with credit/debit cards or bank accounts. Memberships are locked in for a minimum of 6 months with no changes, no pauses. Failure to reach the 6 month commitment will result in being disqualified from future purchase of recurring membership. Non-refundable, non-transferable, membership can only be utilized by person who's name is on the membership.

Annual Membership

19	Youth, Senior, Disabled Adult	\$408
20	Adult	\$612
21	Couple	\$1,020
22	Family	\$1,428
23	Family member add on	\$204

12 months paid in advance- price is based off the monthly recurring membership times 12 and then less 15% Non-refundable, non-transferable, membership can only be utilized by person who's name is on the membership.

C. V. Starr Community Center- Fee Schedule

EFFECTIVE: January 1, 2024

Corporate Membership

24	Youth, Senior, Disabled Adult	\$36
25	Adult	\$54
26	Couple	\$90
27	Family	\$126
28	Family member add on	\$18

Members must set up through their workplace/ corporate account manager. Corporate account managers will be billed monthly for all memberships through their entity. Non-refundable, non-transferable, membership can only be utilized

Facility Rental Fees - Hourly

29	Multipurpose Room	\$70
30	Multipurpose Room Hourly non profit	\$40
31	Multipurpose Room Day max up to six (6) hours	\$250
32	Multipurpose Room Day max non profit up to six (6) hours	\$200
33	Leisure Pool/ No features	\$140
34	Water Slide & Lazy River at the same time	\$235
35	Water Slide & Lazy River alternating	\$188
36	Competition Lap Pool	\$135
37	Swim Team Lane Hourly Rental - depending on availability	\$13
38	Lane Rental	\$30
39	Outdoor Facility (Petanque Court or North Lawn) Hourly	\$50
40	Outdoor Facility (Petanque Court or North Lawn) Day	\$134
41	Swimming Party - Full Room (max 30 swimmers)	\$270
42	Swimming Party - Half Room (max 15 swimmers)	\$170
43	Staff time - per staff	\$52
44	Facility Rental including both pools - up to six (6) hours	\$2,200

C.V Starr Community Center Group Activity Fees

45	Personal Training (60 minutes, one person)	\$55
46	Enrichment Programs	Incurred expenses

47 Enrichment Programs/Activity Fees Fees will be established by the Director or Director's designee; and at a minimum cover direct activity costs at an enrollment level one below the set minimum enrollment level for the given activity.

CVSCC Drop In and Membership Category Criteria

Children – Children 3 years and under are FREE with a paying adult

Children 5 years and under OR requiring a lifejacket must be accompanied by an adult in the water at all times.

Youth – Ages 4-17

Adult – Ages 18-61

Senior – Ages 62+

Couple – Any two persons living in the same household.

Family – A combination of up to 4 people living in the same household with an Adult maximum of 2.

Disabled – Any person with a disability according to the Americans with Disabilities Act.

Resident – Any person who lives in or owns property within the Mendocino Coast Recreation and Park District boundaries.

Non-Resident – Any person who is visiting from outside the Mendocino Coast Recreation and Park District and does not own property within the District boundaries.



CITY OF FORT BRAGG

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **MONDAY, JANUARY 22, 2024**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following:

Proposed Updated Resolution Adopting CV Starr Fees

The resolution and additional information that will be considered by the City Council will be available for review 72 hours prior to the hearing date. These records will be available at the Office of the City Clerk, City Hall, 416 North Franklin Street, Fort Bragg, California 95437; please call 707-961-2823, ext. 104 to schedule an appointment for review and/or copying during normal business hours.

All interested persons are invited to appear at this meeting to present their comments and be heard as to whether the proposed rates and charges are discriminatory or excessive. Written communications should be received no later than the hearing date.

DATED: December 28, 2023 *Cristal Munoz*
PUBLISH: January 4, 2024
January 11, 2024
Cristal Munoz, Acting City Clerk

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on December 28, 2023.

Cristal Munoz
Cristal Munoz, Administrative Analyst



CIUDAD DE FORT BRAGG

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

AVISO DE AUDIENCIA PÚBLICA

POR EL PRESENTE SE NOTIFICA que el Concejo Municipal de Fort Bragg llevará a cabo una audiencia pública en una reunión ordinaria que se llevará a cabo a las 6:00 p. m., o tan pronto como se pueda escuchar el asunto, el **LUNES 22 DE ENERO 2023**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública se referirá al siguiente tema:

Resolución Actualizada Propuesta que Adopta las Tarifas de CV Starr

La resolución y la información adicional que será considerada por el Concejo Municipal estarán disponibles para su revisión 72 horas antes de la fecha de la audiencia. Estos registros estarán disponibles en la Oficina del Secretario Municipal, Ayuntamiento, 416 North Franklin Street, Fort Bragg, California 95437; por favor llame al 707-961-2823, ext. 104 para programar una cita para revisión y/o copia durante el horario comercial normal.

Se invita a todas las personas interesadas a presentarse en esta reunión para presentar sus comentarios y ser escuchadas sobre si las tarifas y cargos propuestos son discriminatorios o excesivos. Las comunicaciones escritas deben recibirse a más tardar en la fecha de la audiencia.

FECHA: 28 diciembre 2023

Cristal Munoz

Cristal Muñoz, Secretaria Municipal interina

PUBLICAR: 4 enero de 2024

11 enero de 2024

ESTADO DE CALIFORNIA)

) ss.

COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg en el Departamento de Servicios Administrativos; y que publiqué este Aviso en el tablón de avisos del Ayuntamiento el 28 de diciembre 2023.

Cristal Munoz

Cristal Muñoz, Secretaria Municipal interina



City of Fort Bragg

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

Text File

File Number: 23-525

Agenda Date: 1/22/2024

Version: 2

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Latoof Painting Inc; Re-purposing \$87,405 of the HVAC System Adopted Budget to the Project; Authoring City Manager to Execute Contract (Amount Not to Exceed \$87,405.00, Account No. 810-4812-0751) and Finding the Project Exempt from CEQA under 14 CCR 15301



AGENCY: City Council
 MEETING DATE: Jan. 22, 2024
 DEPARTMENT: CV Starr Center
 PRESENTED BY: M. Wooden
 EMAIL ADDRESS: mwooden@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Latoof Painting Inc; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$87,405.00, Account No. 810-4812-0751); and Finding the Project Exempt under 14 CCR 15301

ISSUE:

CV Starr staff solicited informal quotes for the replacement of the men’s and women’s front restrooms and locker room floors. The CV Starr Center received one responsive quote, one declining quote, and one non-responsive quote. The responsive bid was received from Latoof Painting Inc., in the amount of \$87,405.00. A budget amendment in the amount of \$87,405.00 will be incorporated into the Mid-Year budget to cover the expense.

ANALYSIS:

This project scope includes the removal of the existing floor coatings, uniform profiling concrete floor preparation, applying epoxy floor coatings, and placing non-skid additives between coats. The replacement of these floors is necessary to prevent slipping and ensure the building is maintained sufficiently.

RECOMMENDED ACTION:

Accept the bid of Latoof Painting Inc. as the only responsive bid, adopt the Resolution awarding the contract for construction to Latoof Painting Inc., for the CV Starr flooring project, and find the project exempt from CEQA under 14 CCR 15301.

ALTERNATIVE ACTION(S):

Refuse the bid and put the project out to bid again.

FISCAL IMPACT:

The FY 24 adopted budget for capital improvements allocates \$1,686,226 to replace the HVAC system. In light of the delay in completing the HVAC system within this fiscal year, staff is seeking approval from the City Council to reallocate \$87,405.00 from the CIP's HVAC intake system budget to the floor project. The Air Intake project at the CV Starr Center will be postponed for the next fiscal year, pending the completion of the design phase before proceeding to the formal bidding process.

GREENHOUSE GAS EMISSIONS IMPACT:

This project shall have little to no impact on greenhouse gas emissions, as the entire project takes place inside the facility, with all flooring rooms being sealed off during construction. Several large vacuums will be going at all times to immediately remove any and all particles and debris that will arise during the removal of the existing floor and throughout the project.

AGENDA ITEM NO.

ENVIRONMENTAL ANALYSIS:

Adoption of this Resolution approving the contract is categorically exempt pursuant to 14 CCR 15031. The project involves replacement, reconstruction, and/or repair of an existing facility.

CONSISTENCY:

This project is consistent with General Plan Element 3 Public Facilities which is intended to identify essential public facilities, buildings, and services and to ensure that the existing and future population of Fort Bragg is provided the best feasible level of public services and infrastructure. Replacing the CV Starr restrooms and locker room floors will ensure that the quality of the environment for the public and the employees who work there, as well as ensure the longevity of the CV Starr Center.

IMPLEMENTATION/TIMEFRAMES:

Start Construction – February 1, 2024

Complete Construction – February 29, 2024

ATTACHMENTS:

1. Resolution
2. Latoof Painting Inc. Quote

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT WITH LATOOF PAINTING INC, CV STARR COMMUNITY CENTER PROJECT LOCKER ROOM AND BATHROOM FLOORING; RE-PURPOSING \$87,405 OF THE HVAC SYSTEM ADOPTED BUDGET TO THE PROJECT; AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$87,405, ACCOUNT NO. 810-4812-0751), AND FINDING THE PROJECT EXEMPT FROM CEQA UNDER 14 CCR 15268

WHEREAS, both men’s and women’s front restroom floors as well as both locker room floors were failing and in need of being resurfaced; and

WHEREAS, quotes for the project were solicited from the County of Mendocino and its surrounding Counties in September 2023; and

WHEREAS, one unresponsive quote, one declining quote, and one responsive quote were received for the CV Starr Community Center Project Locker Room and Bathroom Flooring; and

WHEREAS, the responsive quote received was from Latoof Painting Inc, in the amount of \$87,405.00 to complete this work; and

WHEREAS, staff has confirmed that Latoof Painting Inc. has the proper license, and experience, and meets the necessary requirements to be considered a responsive bidder; and

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

1. Latoof Painting Inc.’s proposal meets the requirements of the Project and is considered responsive.
2. Latoof Painting Inc. has the proper licenses to complete the Project.

WHEREAS, the Project is categorically exempt from CEQA, 14 CCR Section 15301 which allows for repair and maintenance to existing facilities; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the re-purposing of \$87,405.00 from the CIP adopted FY 23/24 budget of \$1,666,226 for the HVAC intake system to contract with Latoof Painting Inc., for the CV Starr Community Center Project, Locker Room, and Bathroom Flooring; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of Latoof Painting Inc., awarding the contract for the CV Starr Community Center Project Locker Room and Bathroom Flooring and authorizing the City Manager to execute the same (Amount Not to Exceed \$87,405.00; Account NO. 810-4812-0751).

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 22nd day of January 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

LATOOF PAINTING INC.

PO BOX 1699
MENDOCINO. CA. 95460

LIC. # 709032
707-937-5032
david@mcn.org

FOR: City of Fort Bragg
AT: CV Starr Community Center
300 S. Lincoln St.
Fort Bragg, CA

12/22/23

INTERIOR WORK: Floor finish system installation.
Men's Locker Room, Woman's Locker Room, Front Hall Men's & Woman's Bathrooms (2)

- Remove existing coatings from concrete floor and cove.
- Uniform profiling floor preparation to ICRI CSP 2-3, to approximately equal 80 grit sandpaper.
- Benjamin Moore brand Corotech performance epoxy floor coatings system as specified by on site field representative. Submittals upon request.
- Non skid additive incorporated between top coats.
- Samples provided.
- Settling cracks in concrete slab will be mitigated but will not completely disappear.
- This contractor to supply all labor, equipment and materials for above work.

Cost For Above

\$87,405.00

- As discussed, customer to remove and reinstall privacy stalls and benches for above work.



City of Fort Bragg

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

Text File

File Number: 23-505

Agenda Date: 1/22/2024

Version: 2

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Receive Report and Approve Scope of Services for Request for Qualifications for As-Needed Professional Services in Noyo Harbor Planning Effort



AGENCY: City Council
 MEETING DATE: January 22, 2024
 DEPARTMENT: Public Works
 PREPARED BY: S. McCormick
 EMAIL ADDRESS: smcormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Approve Scope of Services for Request for Qualifications for As-Needed Professional Services in Noyo Harbor Planning Effort

BACKGROUND:

The California Coastal Commission awarded the City of Fort Bragg \$898,900 in Local Coastal Program (LCP) grant funds to support a regional strategy to address climate change in and around Noyo Harbor through blue economy initiatives. Funds will be utilized to:

- Develop a Community Engagement Plan;
- Draft the Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan; and
- To incorporate findings of this planning effort into an update of the City’s LCP.

To support this important planning effort, the California Sea Grant (CASG) created a new position: Coastal Mendocino Extension Fellowship (Att. 1 – CASG Job Description). Jami Miller accepted the position and began working from City Hall on November 1, 2023 (Att. 2 – CASG Article). Also in November, the draft Community Engagement Plan (CEP) was finalized after being circulated for review and incorporating feedback (Att. 3 – CEP). Several community members have already stepped up to participate in the Community Outreach Team and attended a training on Saturday, January 20th. Those interested in joining the Community Outreach Team should contact Jami Miller via email at jmiller@fortbragg.com or by calling 707-961-2823 x137.

ISSUE:

The Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation (BEVRI) Plan will provide comprehensive baseline information about the harbor’s existing environmental, physical, and economic conditions. It will focus on community education and visioning, and result in identifying the next steps for implementation. Staff will draft the BEVRI plan, however specialized knowledge and expertise are needed to support several components of the BEVRI Plan including, but not limited to:

- Site-specific analysis of scenarios related to impacts of sea level rise, tsunami hazards, and erosion due to increased wave action;
- Parcel inventory to identify boundaries, current land uses, economic contribution, and historic status;
- Harbor facilities conditions assessment; and
- Aquaculture Feasibility Assessment.

Staff proposes the City circulate a Request for Qualifications for qualified professionals to

AGENDA ITEM NO.

provide on-call, as-needed environmental, engineering, surveying, and other consulting services the City does not have in-house. Staff proposes to review the submitted RFQ responses and select a panel of qualified firms for recommendation to the Council. Approved firms will execute a contract for on-call as-needed services related to the Noyo Harbor Project. The resulting panel will then be used by staff to identify the appropriate firms or individuals proper for specific tasks. The members of the panel will be placed under contract, however, no services will be rendered, nor will any payment be made unless a subsequent purchase order is issued, subject to the City Manager's expenditure approval authority. Any services that exceed the City Manager's authority to approve will be subject to Council approval consistent with existing city policies. Consultants will be provided a detailed scope of service, which may include staffing, scheduling, deliverable, and cost considerations, approved by City Manager before the commencement of any services. The panel list would remain active through the grant timeframe – December 2026.

The attached RFQ solicits consultants with experience and expertise in:

1. Surveying and mapping, including LiDAR, CAD and/or GIS;
2. Civil and hydrological engineering;
3. Habitat restoration design, permitting, construction, and monitoring for integrated habitats and multiple benefits;
4. Natural and nature-based shoreline protection design;
5. Water quality assessment;
6. Structural analyses;
7. Pre-project feasibility analyses;
8. Economic analyses;
9. Hazardous or toxic substance investigations;
10. Watershed, intertidal and subtidal assessments;
11. Archaeological studies;
12. Climate change issues such as species migrations, seasonal coastal and fluvial flooding, and sea-level rise;
13. Botanical studies;
14. Agricultural studies;
15. Soil and marine sediment analyses;
16. Site and land use planning;
17. Sea-level rise and coastal erosion modeling;
18. Environmental monitoring;
19. Graphic design for educational materials;
20. Traditional Ecological Knowledge;
21. Local working waterfront skills;
22. Harbor District and Special District Analysis; and
23. Other related environmental services, such as appraisals for restoration purposes.

RECOMMENDED ACTION:

Approve RFQ Scope of Services to support the Noyo Harbor planning effort.

ALTERNATIVE ACTION(S):

1. Approve RFQ Scope of Services with modifications.
2. Do not approve RFQ.
3. Provide alternative direction.

FISCAL IMPACT:

All costs associated with this project would be reimbursed through Grant Agreement Number LCP-22-07.

GREENHOUSE GAS EMISSIONS IMPACT:

Negligible.

ENVIRONMENTAL ANALYSIS:

Approving the RFQ does not meet the definition of a “Project” under the California Environmental Quality Act (CEQA) 15061(b) (3) as it can be seen with certainty that there is no possibility it will result in a significant effect on the environment and therefore it is not subject to or is exempt from CEQA. Approval and issuance of the RFQ is not a commitment to a specific project that could potentially result in a significant physical impact on the environment. The administrative activity of issuing the RFQ will not create a direct or indirect change in the environment.

IMPLEMENTATION/TIMEFRAMES:

RFQ would remain active through December 2026.

ATTACHMENTS:

1. RFQ
2. CASG Job Description
3. CASG Article
4. Final CEP

NOTIFICATION:

1. “Notify Me” E-Notification Lists: Blue Economy; Economic Development Planning, LCP Updates, Bids & RFPs
2. Noyo Harbor District Commissioners
3. Mendocino County Board of Supervisors
4. Noyo Ocean Collective



CITY OF FORT BRAGG

Request for Qualifications
for
On-Call, As-Needed Services to Assist with
Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan
and Subsequent Update to the City's Local Coastal Program

Dated: January 23, 2024

INTRODUCTION

Purpose

The City of Fort Bragg anticipates a need for environmental, engineering, surveying, and other specialized professional services to assist staff in developing the Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan, and the subsequent Local Coastal Program update to incorporate findings from the planning effort. The RFQ process will allow the City to create a panel of professional service contractors with appropriate experience and expertise in the various tasks required to contract with the City on an as-needed basis. The city will pursue completion of the Noyo Harbor project described below utilizing the firms or individuals selected to participate as part of the panel. Successful proposals will be kept on file through the grant term, December 2026. The City intends to select and contract with more than one (1) qualified consultant.

About the Noyo Harbor Blue Economy Visioning, Resiliency & Implementation Plan

The City of Fort Bragg received an \$898,900 grant award from the California Coastal Commission to support a regional strategy focused on addressing climate change in and around Noyo Harbor through blue economy initiatives. Funds will be utilized to develop the Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan (BEVRI Plan) over the next two years, which will include comprehensive baseline information about the existing environmental, physical, and economic conditions of the harbor, including, but not limited to:

- Site-specific analysis of scenarios related to impacts of sea level rise, tsunami hazards, and erosion due to increased wave action;
- Parcel inventory to identify boundaries, current land uses, economic contribution, and historic status;
- Harbor facilities conditions assessment; and
- Aquaculture Feasibility Assessment (including water quality analysis).

The BEVRI Planning process centers around inclusive community outreach and engagement that is dedicated to two-way information exchange - by inviting community input and sharing findings. Findings from the BEVRI Plan will inform updates to the City's Local Coastal Program (LCP). To learn more about this important planning effort, please visit the project website at: www.NoyoOceanCollective.org (a link to the Community Engagement Plan can be found at the bottom of the Home Page).

SCOPE OF SERVICES

This scope of services is a general guide to the work the City expects to be performed and is not a complete listing of all services that might be required or desired to support the Noyo Harbor planning effort. The City is seeking consultants with experience and expertise in:

1. Surveying and mapping, including LiDAR, CAD and/or GIS;
2. Civil and hydrological engineering;

3. Habitat restoration design, permitting, construction, and monitoring for integrated habitats and multiple benefits;
4. Natural and nature-based shoreline protection design;
5. Water quality assessment;
6. Structural analyses;
7. Pre-project feasibility analyses;
8. Economic analyses;
9. Hazardous or toxic substance investigations;
10. Watershed, intertidal and subtidal assessments;
11. Archaeological studies;
12. Climate change issues such as species migrations, seasonal coastal and fluvial flooding, and sea-level rise;
13. Botanical studies;
14. Agricultural studies;
15. Soil and marine sediment analyses;
16. Site and land use planning;
17. Sea-level rise and coastal erosion modeling;
18. Environmental monitoring;
19. Graphic design for educational materials;
20. Traditional Ecological Knowledge;
21. Local working waterfront skills;
22. Harbor District and Special District Analysis; and
23. Other related environmental services, such as appraisals for restoration purposes.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, two (2) printed copies of the complete proposal, and a cost bid so that it is received by the City no later than **2:00 p.m. on February 23, 2024**, to:
 - City of Fort Bragg
 - Attention: Diana Sanchez, City Clerk
 - 416 N. Franklin Street
 - Fort Bragg, CA 95437
 - dsanchez@fortbragg.com
2. Format: The printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document, and organized in sections following the order specified under Contents.

Contents: The proposal shall contain the following information:

- A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
- B. Scope of Services

Identify specific tasks and services within the Scope of Services (listed 1-23, above) in which you are submitting qualifications.

C. Relevant Experience

Describe relevant experience for each task or service identified above, including a list of all agencies your firm has completed similar projects for in the last five years.

D. Key Personnel Qualifications

Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.

E. References

List of public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.

F. Budget and Schedule of Charges

Provide a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and other fees. Provide a time schedule for specific tasks, if possible. Actual contract amounts will vary depending upon services and project needs.

G. Insurance

The individual(s) or firm(s) receiving contracts shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for a reduction in the insurance amount shall be included in the proposal. The consultant shall bear all costs associated with the required insurance.

H. Consultant Agreement

The City's Standard Professional Agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

All firms and individuals responding to this RFQ will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost, and responsiveness to the needs and concerns of the City of Fort Bragg. Firms or individuals selected will be included on a panel of available consultants to utilize for the necessary tasks or services required for the completion of the project.

Other Considerations

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Qualifications does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified respondents or to cancel, in part or in its entirety, this Request for Qualifications, if it is in the best interest of the City to do so. The City may require the selected consultant(s) to participate in negotiations and submit such price, technical, or other revisions of the proposal that may result from negotiations.

RFQ SCHEDULE

The anticipated schedule is as follows:

RFQ Issued	Tuesday, January 23, 2024
Deadline for Written Questions	Friday, February 2, 2024
Responses to Questions Available Online	Friday, February 9, 2024
Proposals Due	Friday, February 23, 2024
Prequalified List Notification Date	Monday, March 4, 2024
Prequalified List Expires	Thursday, December 31, 2026

QUESTIONS

To ensure fair and equal access to information about this RFQ, questions should be submitted in writing and directed to:

Sarah McCormick
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 9547
Email: smccormick@fortbragg.com

The deadline for submitting written questions is the end of business on Friday, February 2, 2024. No questions will be accepted. A summary of submitted questions and answers pertaining to this RFQ will be posted the City's website the following Friday, February 9, 2024 at: <https://www.city.fortbragg.com/government/requests-for-proposals-bids>

ATTACHMENTS

1. Exhibit A – On-Call Services Professional Agreement

COASTAL MENDOCINO EXTENSION FELLOWSHIP – REQUEST FOR APPLICATIONS

Application Deadline: Aug 18, 2023

Contact Name: Luke Gardner

Contact Email: lgardner@ucsd.edu

OVERVIEW

The coast of Mendocino supports the livelihoods, lifestyle, and culture of many communities through its working waterfronts. Jobs and the welfare of the community are closely tied to the region's water-dependent activities, identity and cultural and economic heritage. Today's Mendocino communities face tough resilience challenges including extreme weather events, changing climate and ocean conditions, and the continued viability of waterfronts, marine-based industries and cultural resources.

At the same time, Mendocino's interconnected coastal culture and communities represent a great opportunity for developing a blue economy strategy that embraces climate resiliency and enables these communities to remain economically and culturally vibrant. In 2022, the [Blue Economy Symposium and Learning Festival \(https://visitfortbraggca.com/blue-economy/\)](https://visitfortbraggca.com/blue-economy/) led to the formation of the Noyo Ocean Collective, a unique partnership uniting the City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo Indians, Mendocino College, West Business Development Center and Noyo Center for Marine Science. The Noyo Ocean Collective and its partner entities are beginning to plan and support coastal resilience strategies that include adaptation, restoration, and transitional support for habitats and populations.

To support these efforts, California Sea Grant and the City of Fort Bragg are partnering to host a **24-month Coastal Mendocino Extension Fellowship**. The fellow will help to inform the development of the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan. This will include collecting data, conducting analyses and integrating this information into planning. The fellow will also help coordinate and conduct community engagement to share information and solicit input on science results and planning concepts. The position will be physically based in Fort Bragg, CA and the fellow will be part of the City of Fort Bragg special projects team. The fellow will also be a member of the California Sea Grant extension team and jointly mentored by a team of four California Sea Grant [Extension Specialists](https://caseagrants.ucsd.edu/extension-outreach) (<https://caseagrants.ucsd.edu/extension-outreach>).

PROJECT OBJECTIVES AND TASKS

The primary objectives for the **Coastal Mendocino Extension Fellowship** are to: 1) support baseline information collection and syntheses for blue economy planning in Mendocino County, with a specific focus on Noyo Harbor; 2) support communication and engagement activities to identify socio-cultural and economic needs important to the future resilience of the region's communities; and 3) assist in the development and writing of the draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan.

The following are several tasks to be carried out during the two-year fellowship. Applicants are not expected to have prior demonstrable expertise in all of the listed tasks. Technical leadership for some of the tasks will be completed by third party consultants with the expectation that the fellow will help to gather and synthesize information needed to complete the tasks. However, applicants should specify in their education and goal statement their interests in coastal management science and policy and/or blue economy development and how the fellowship would support their career goals.

- 1. Solicit and synthesize community input on blue economy and coastal resilience concepts, vision, and relationships between local services, community and industries.** The Fellow will co-manage implementation of a communication and engagement plan (CEP) with City staff. The CEP serves as the project charter for the overall planning work related to the Noyo Harbor Blue Economy Visioning, Resilience and Implementation Plan. This will involve supporting the development and implementation of robust and inclusive techniques to solicit community knowledge and perspectives such as surveys, interviews, focus groups, photo collection, workshops, and visual media. The Fellow will also support training and coordination of a community outreach team that will be hired as part of this planning effort, and provide summaries of input collected and project information that will be posted on websites, social media, or other relevant media outlets.
- 2. Support the collection and synthesis of baseline information for the Blue Economy Visioning, Resiliency, and Implementation Plan.** Comprehensive baseline information about the existing environmental, physical, and socio-economic conditions of the region's working waterfronts is needed to prepare the communities for a changing climate and position the region for sustainable blue economy investment. The fellow will collect and synthesize data, conduct analyses to identify research gaps, and co-develop science

communication tools to share this information with community members and the Blue Economy planning team. The fellow is expected to contribute to some extent to the following science topics for the focus of their task 2 activities:

- **Aquaculture:** A component of developing the Blue Economy Visioning Plan is to explore the feasibility of shellfish aquaculture to support fisheries and marine restoration activities. The fellow will complement this effort by collecting a wide array of observations on coastal water conditions, local and traditional fisheries knowledge, shellfish survival, growth, health safety, land uses and future climate projections to serve as baseline data for exploring feasibility. The fellow may also support assessments of harbor facilities, financing and funding, and potential partnerships that would be needed to develop aquaculture facilities.
- **Sea-level rise/coastal hazards:** The County of Mendocino, the City of Ft. Bragg and Noyo Harbor District are collaborating with a hired consultant on a coastal hazard risk assessment including sea-level rise, tsunami, storm, and erosion risks. The Fellow will complement this effort by collecting and synthesizing local perspectives and experiences related to past flooding and erosion from community members, researchers, and local coastal management entities. This information will help to provide enhanced projections of sea-level rise, flooding and erosion and provide baseline information for community adaptation planning and hazard preparedness. Combined with Task 1, the fellow may also meet with community members to solicit input on flood and erosion risks, as well as priorities and ideas for adaptation, infrastructure upgrades, and resiliency in public services.

3. Support the development of a draft Blue Economy Visioning, Resiliency, and Implementation Plan from information gained during tasks 1-2. The fellow will support the Noyo Collective partners in writing up the plan, including identifying Blue Economy opportunities and limitations, potential adaptation and resiliency measures based on the site-specific data, and a suite of potential projects to pursue in and around the region. The fellow will also help conduct outreach on the Draft Plan to the community and stakeholders in advance of finalization and facilitate meetings with local government offices to get input.

Accomplishment of these tasks and outreach on findings and final products will require the Fellow to interface with academic institutions and researchers, Tribal, local, state, and federal government, local community members and nonprofit partners. Some tasks will be self-guided, others will be performed in close coordination with California Sea Grant and City of Fort Bragg staff. The Fellowship work is expected to be conducted largely in-person at the City of Fort Bragg offices.

Professional growth opportunities are a key component of Extension Fellowships at California Sea Grant. This position is expected to assist the Fellow with expanding their understanding of multiple science disciplines and the intersection of policy areas relevant to coastal resilience concepts. The Fellow will also learn about various careers through informal interviews, Sea Grant colleague networking, and workshop settings. Other professional development opportunities will include training opportunities, workshop planning and facilitation, project management, and science communication.

ELIGIBILITY

Applications may be submitted by a graduate who has completed their degree (Masters, Ph.D., or J.D) ideally in a cross-cutting social and natural science field such as coastal/marine resource policy and management, economics, fisheries/aquaculture, oceanography, coastal or marine ecology or biology, civil or coastal engineering, natural resource management, environmental science and/or conservation, human ecology, or coastal land use policy or law at any accredited U.S. institution of higher education. **The Fellow must complete all degree requirements before starting the fellowship.**

Sea Grant is committed to increasing the diversity of the Sea Grant workforce and of the communities we serve. Sea Grant embraces individuals of all ages, races, ethnicities, national origins, gender identities, sexual orientations, disabilities, cultures, religions, citizenship types, marital statuses, job classifications, veteran status types, and income, and socioeconomic status types. Sea Grant is committed to building inclusive research, extension, communication and education programs that serve people with unique backgrounds, circumstances, needs, perspectives and ways of thinking.

STIPEND AND EXPENSES

The fellow will receive \$125,472 in stipend (\$5,228/month) to cover living expenses and health insurance premiums for the 24-month assignment. Additional funds of up to \$10,000 can be reimbursed to cover travel for any California Sea Grant coordinated in-person meeting and other fellowship related travel. Health insurance is mandatory for the full length of the fellowship award (24 months).

LENGTH AND LOCATION OF ASSIGNMENT

The length of the assignment is 24 months (non-renewable) beginning on or shortly after October 1, 2023. The fellowship is expected to be in-person located in Fort Bragg CA.

APPLICATION

- Resume/curriculum vitae (not to exceed two pages using 12-point font).*
- A personal education and career goal statement that emphasizes the applicant's abilities and interest in coastal science and management. **The applicant should identify their specific interest in blue economy plan development and community resilience** and include any relevant experience. This can include research and/or professional experience with working waterfronts, climate hazards and adaptation, aquaculture/fisheries, or the integration of socio-economic knowledge into resource management and decision making processes (1,000 words or less).
- Two to three professional references, including one from someone who is most familiar with the applicant's academic career

Personal information (birth dates, addresses, student ID numbers, social security numbers, etc.) should be redacted from all application materials **before it is submitted through eSeaGrant.*

HOW TO SUBMIT AN APPLICATION

The electronic files comprising your application must be submitted as PDFs using eSeaGrant (<https://eseagrant2.ucsd.edu/>), California Sea Grant's online submission portal.

You will need to register for an account (click on the banner labeled "Register") in eSeaGrant if you have not done so in the past year. You can change the randomly generated password once you log in successfully into the website. To apply for this fellowship, click on the eSeaGrant (<https://eseagrant2.ucsd.edu/>) link for the Coastal Mendocino Extension Fellowship, and select "Add Fellowship Application" to start the application process.

Please make sure to include your last name in the file names for each section of the proposal (e.g., Smith_statement.pdf or Smith_cv.pdf). When naming the document please do not use apostrophes. Once submitted through the website, PDFs may not be edited. To change a PDF, it must be deleted and resubmitted.

For electronic files larger than 6 MB, contact sgproposal@ucsd.edu (<mailto:sgproposal@ucsd.edu>) to make other arrangements. Only Acrobat documents (pdf) are accepted.

For technical issues with submitting your application through eSeaGrant please contact sgproposal@ucsd.edu (<mailto:sgproposal@ucsd.edu>).

Application Deadline: 5:00 PM PST Monday, August 18th, 2023.

NOTE: the eSeaGrant proposal portal will automatically close at the date and time stated above, and late applications (even 1 minute late) cannot be accepted. We strongly encourage applicants to log into eSeaGrant well before the deadline and not wait to submit until the last day. eSeaGrant can experience delays during submission so please be aware. It is your responsibility to get materials submitted before the deadline.

SELECTION

Selection of the finalists is made by staff of the California Sea Grant College Program and the City of Fort Bragg based upon review of written application materials and interviews (Zoom or phone) of a subset of applicants.

Selection criteria used by California Sea Grant include:

- Diversity and appropriateness of academic and professional background and experience (30%)
- Statement representation of communication skills, career goals, experience with and interest in collaborating with people from diverse backgrounds (30%)
- Academic and professional ability, demonstrated by career stage, listed publications, and presentations (20%)
- Additional qualifying experience (e.g., awards, trainings, certifications, volunteer committees or work) (15%)
- References (5%)

Please note that California Sea Grant will not cover expenses incurred during interviews since traveling is not required to interview.

TIMELINE

- **August 18, 2023 5:00 PM:** Fellowship applications due
- **August 21-25, 2023:** Screening of fellowship applications
- **August 28 - September 1, 2023:** Interviews
- **September 8, 2023:** Candidate notified
- **October 1, 2023:** Fellowship begins

CONTACT

For general questions about the California Sea Grant Coastal Mendocino Extension Fellowship, please contact:

Luke Gardner

Aquaculture Extension Specialist

lgardner@ucsd.edu

831-771-4429

For eSeaGrant application question, please contact:

Delanie Medina

Fellowship Program Coordinator

sgproposal@ucsd.edu (<mailto:sgproposal@ucsd.edu>)

858-246-5269

[SUBMIT APPLICATION \(HTTPS://ESEAGRANT2.UCSD.EDU/\)](https://ESEAGRANT2.UCSD.EDU/)

(<https://caseagrnt.ucsd.edu>)



(<https://noaa.gov>)



(<https://scripps.ucsd.edu>)

(<https://www.facebook.com/pages/California-Sea-Grant/152434827994>)

(<https://twitter.com/CASeaGrant>)

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(<https://www.instagram.com/caseagrnt>)

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About California Sea Grant

NOAA's California Sea Grant College Program funds marine research, education and outreach throughout California. Headquartered at Scripps Institution of Oceanography at the University of California San Diego, California Sea Grant is one of 34 Sea Grant programs in the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce.

Nov 10, 2023

FORT BRAGG HAS THE BEST KIND OF BLUES

Collaborative efforts to develop a new "blue economy" include a new California Sea Grant extension fellow

Author: Boyce Upholt



Michael B. Woolsey

Recent decades have been hard on Fort Bragg, California. The local sawmill shuttered in 2002, wiping out many jobs, and leaving behind a swath of underutilized coastline. Thanks to a welcoming small-town atmosphere and stunning ocean views, tourism remained one key economic lifeline — until the coronavirus arrived.

The city's budget depends on a transient occupancy tax levied on hotel stays. Suddenly, stay-at-home orders left the hotels empty. The crisis prompted the city to launch an economic diversification study.

Officially, the study was focused on the site of the former mill. Given its size — more than 400 acres, nearly a third of Fort Bragg's total footprint — and its prime location along the coast, its redevelopment was considered a potential game-changer for this small city of 7,000. But the study wound up directing the locals' attention to an even larger site: the ocean itself.

"It became clear that we could couple Fort Bragg's deep cultural connection to the ocean with investment opportunities — not only supporting our regional economy, but environmental resilience, too," says Sarah McCormick, the city's special projects manager. And now, with an assist from California Sea Grant, a batch of new ideas has emerged.



Seafood has long been a key industry in Fort Bragg. Photo copyright Michael B. Woolsey.

Turning to the Blue Economy

One phrase appeared again and again in the economic diversification report: "blue economy."

The idea of the "New Blue Economy" was popularized a decade ago by the United Nations. Since then many other agencies and organizations have embraced the concept, which the World Economic Forum defines as "the sustainable use of ocean resources for economic growth, and improved livelihoods and jobs, while preserving the health of marine and coastal ecosystems." The idea is, in essence, to find ways to create new jobs and build a healthier local economy that all help sustain local ecosystems, rather than extract from them.

Fort Bragg had already been thinking along these lines. In the early 2000s, the community decided to launch a marine science and education center to anchor the reuse of the mill site and help generate living wage jobs. Property donated by the city helped the Noyo Center for Marine Science get off the ground. Today, the center includes a museum and retail store downtown, an interpretive center perched at the edge of the headlands



Urchin diver Grant Downie is part of a collaborative effort to restore local kelp forests. Photo copyright Michael B. Woolsey.

of the collective included the City of Fort Bragg, Noyo Harbor District, Noyo Center for Marine Science, Sherwood Valley Band of Pomo Indians, Mendocino College and West Business Development Center.

"We recognize that building a vibrant blue economy will take the efforts of many organizations working collectively, and individually, to make this a reality," says Mary Anne Petrillo, CEO of West Business Development Center. "When we bring our expertise to the table we can craft economically viable solutions for our coastal region."

Symposium takeaways: For a summary of the sessions and takeaways of the Fort Bragg Blue Economy Symposium and Learning Festival, see [this document \(https://caseagrant.ucsd.edu/sites/default/files/2023-11/fort_bragg_blue_economy_symposium.pdf\)](https://caseagrant.ucsd.edu/sites/default/files/2023-11/fort_bragg_blue_economy_symposium.pdf).

Early on, McCormick reached out to California Sea Grant, whose extension team helped the collective organize, a two-day symposium, followed by a two-day learning festival, in Fort Bragg in May 2022. "We've spent years researching what strategies can sustain ocean ecosystems and resilient coastal communities," says Luke Gardner, a Sea Grant extension specialist who has worked closely with the collective. "It's thrilling to see a community seize on these ideas."

A challenging coastline

There are both challenges and upsides to Fort Bragg's setting, alongside a natural harbor at the mouth of the Noyo River. The site hosted rich forests and access to ocean resources and once served as a seasonal settlement for the Pomo people, who would travel from the inland forests to collect seaweed and mollusks

and a marine field station in Noyo Harbor. There are plans to build an Ocean Science Center on the headlands to support ongoing research and education. "We believe the Ocean Science Center is key to shoring up climate resilience on the Mendocino coast," says Sheila Semans, the center's executive director.

The marine center was already in place when the economic diversification study surfaced the idea of the blue economy. Soon the Noyo Ocean Collective emerged: a collaboration between several organizations dedicated to fostering economic innovations in the Fort Bragg region. Founding members

and catch migrating salmon. White settlers arrived in the nineteenth century, and the first local sawmill was built in 1852.

By the late nineteenth century, the timber industry was flagging. The fishing industry persisted, and even today, the 80 commercial fishing vessels that work out of the Noyo Harbor District still generate between \$6 million and \$14 million in annual revenue and provide roughly 300 jobs. But shifting regulations and markets have now hit this industry, too. And since Fort Bragg is distant from many of California's major academic institutions, there is a shortage of research on local economies and ecosystems.

Tucked along the mouth of the Noyo River, Noyo Harbor is separate from the city. But the culture and economy of the harbor and the city are deeply intertwined: the fleet supplies fish to local processors, who in turn sell to local restaurants and businesses, with each step in this chain providing more jobs — from truck drivers to fish processors to restaurant servers.

Keeping these businesses afloat has become harder in recent years, however. Algal blooms have delayed the start of the last several Dungeness crab seasons, and issues with whale entanglement led to emergency closures. The most recent King Salmon season was canceled after failed runs on the Sacramento River, and the nearshore rockfish fishery has faced closures, too, due to low populations. Local kelp populations have collapsed, which has impacted the red urchin fishery.

"It's not, 'The climate is *changing*; we're worried about change; how do we plan for change?'" says Anna Neuman, the Noyo harbor master. "Our ocean ecosystem *has changed*, period. That happened. The question is what do we do now."

The collective's answer? Work together to build a new economy. The college will train a workforce; the West Business Center can support entrepreneurs; the Noyo Center will supply research. Much of the resulting economic activity, meanwhile, will center on the harbor district.

Already, progress is underway: the National Oceanic and Atmospheric Administration, for example, has provided money to launch a conservation aquaculture pilot project at the Noyo Center's field station. The harbor district has grant funding from the California Employment Development Department's Community Economic Relief Fund that supports, among other initiatives, a new state-of-the-art icehouse.



As the Noyo harbor master, Anna Neumann plays a key role in support the local economy. Photo copyright Michael B. Woolsey.

One of the city's key goals is to lower barriers and support other local institutions. To that end, with funding from the California Coastal Commission, McCormick's office is developing a "Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan."

Extending the impact

As part of that effort, McCormick partnered with California Sea Grant to host a Coastal Mendocino Extension Fellowship — a paid position, jointly managed by McCormick, as the city's Special Projects Manager, and by California Sea Grant's extension team.



Courtesy of Jami Miller

Earlier this month, Jami Miller, a recent graduate of the master's program in marine affairs at the University of Rhode Island, settled in Fort Bragg. Over the next two years, she will help collect the baseline ecological and economic data needed for the new resiliency and implementation plan.

Miller grew up in southern California, where — whether surfing or playing volleyball or simply hanging out — she spent plenty of time at the beach. That helped prompt her graduate studies. Miller's thesis focused on how recreational anglers — and particularly fishers from marginalized racial and ethnic backgrounds, who are less often studied — contribute to local food systems. To broaden her understanding, Miller also completed a certificate in fisheries and aquaculture.

She is excited about the opportunity to take her training back to her home state to help develop the blue economy plan and also to continue learning. "I can give my expertise in what I know," she says. "But I'll be guided by

the people who live there and who have that expert knowledge of what it is to be in Fort Bragg."

Neumann notes that Miller's presence, as a representative of Sea Grant, gives validation to the Fort Bragg Blue Economy efforts: a confirmation that even groups outside Fort Bragg are willing to invest in their vision:

"Jami's work here is going to be a really big stepping stone for us to launch from."

COMMUNITY ENGAGEMENT PLAN

**FOR THE
NOYO HARBOR BLUE ECONOMY +
VISIONING RESILIENCY IMPLEMENTATION PLAN**

OCTOBER 2023

PREPARED BY:

Jocelyn Enevoldsen, Coastal Communities Program Director, JP Consulting

Sarah McCormick, Special Projects Manager, City of Fort Bragg

Anna Neumann, Harbormaster, Noyo Harbor District

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Purpose of This Document: Community Engagement Plan

This Community Engagement Plan (CEP) outlines an approach for our community to help build the *Noyo Harbor Blue Economy + Visioning Resiliency Implementation Plan* (BEVRI Plan), which will:

- Identify our community's priorities for a vibrant future on the north coast, where our local environment and economy work in harmony to support our community well-being;
- Develop comprehensive baseline information about the existing environmental, physical, economic and social conditions of Noyo Harbor; and
- Provide technical analysis and findings necessary for informed decision making as we move to update the City's Local Coastal Program and implement coastal climate resilience and economic development projects.

We envision the BEVRI planning process as an opportunity to empower our community to build a resilient future that preserves and strengthens our connections to coastal and ocean ecosystems going back generations. This document contains background on coastal resiliency planning, a brief explanation of the "Blue Economy", previous local planning efforts related to the blue economy, as well as descriptions of various public engagement strategies to be employed, tools for collecting community input and reporting back out to the community.

We'll use tools like surveys, listening sessions, interviews, and in-person workshops to learn more about our community's visions for the future and integrate them into the BEVRI Plan. There will be opportunities for the public to inform and participate in site-specific studies, the BEVRI Plan, and subsequent Local Coastal Program amendment.

The public is invited to share ideas anytime through the <http://www.noyoceancollective.org/> website by accessing the [Form](#) on Get Involved page, via email to blueeconomy@fortbragg.com, or in writing and delivered to City Hall located at 416 N. Franklin Street, Fort Bragg, CA 95437. The public has an opportunity to speak at any City Council meeting. If you would like an e-notifications to be sent to your email when agenda items are scheduled, please sign up for the Blue Economy "[Notify Me](#)" list on the City's website: www.city.fortbragg.com.

As the planning process unfolds, public engagement opportunities will be scheduled and posted on the [Event Calendar](#) at www.NoyoOceanCollective.org, in addition to the City's normal public notification process. The graphic below depicts the overall process and opportunities for public engagement:

Community Engagement Plan

- Draft Community Engagement Plan circulated for Public Review/Comments
- Community Engagement Plan presented to City Council, Harbor Commission, Sherwood Valley Band of Pomo Indians Tribal Council, and County Board of Supervisors. Public comments encouraged.
- Outreach Team Training
- Initial Community Survey Circulated

Sea Level Rise

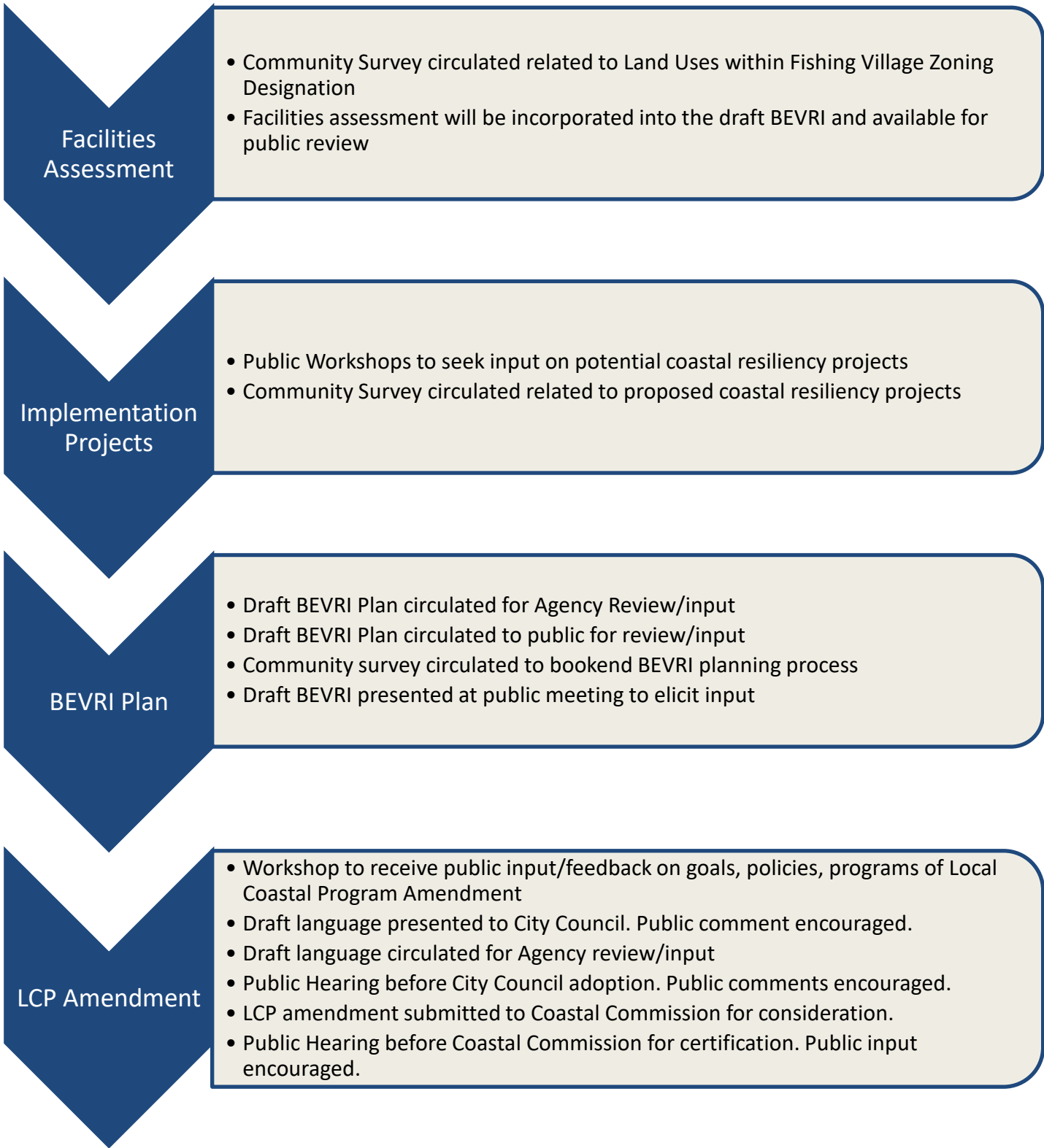
- Draft Scope of Work presented to City Council for approval. Public comments encouraged
- Consultant Contract presented to City Council. Public comments encouraged
- Draft SLR Analysis circulated for Agency Review
- Draft SLR Analysis circulated for Public Review/Comments
- Public Workshops to Present Findings from SLR Analysis and elicit public feedback
- Community SLR Survey Circulated
- SLR Analysis presented to City Council. Public Comment encouraged

Water Quality Assessment

- Draft Scope of Work presented to City Council for approval. Public comments encouraged.
- Consultant Contract presented to City Council. Public comment encouraged.
- Draft Water Quality Assessment circulated for public review/input
- Community Workshop to present findings from Water Quality Analysis and elicit public feedback

Aquaculture

- Public Workshops related to Aquaculture. Public comments encouraged.
- Community Survey circulated related to Aquaculture



The Noyo Harbor Blue Economy

+ Visioning Resiliency Implementation (BEVRI) Plan

Need for the BEVRI Plan

Our way of life on the north coast has been impacted by changes in our local environment and economy, and more changes are projected to come. To strengthen our community's ability to adapt to future changes and build a vibrant and resilient future, the City of Fort Bragg and Noyo Harbor District are partnering with California Sea Grant to develop the BEVRI Plan. The BEVRI Plan will provide a process by which a shared community vision for the future of Noyo Harbor is identified. It will also contain comprehensive baseline information about the existing environmental, physical, social and economic conditions in Noyo Harbor to support informed decision making.

Meaningful opportunities for community collaboration will occur throughout the BEVRI Plan development process, as outlined in this document. Findings from the BEVRI Plan will inform Local Coastal Program (LCP) updates for both the City of Fort Bragg LCP and County of Mendocino LCP, which guide development in the coastal zone while protecting coastal resources, per California's Coastal Act (see Local Coastal Programs, page 21).

Background on Coastal Resiliency Planning and the Blue Economy

Communities around the world are planning for resiliency in the face of environmental changes and related potential threats to ecosystems, infrastructure, economies, and community fabric. Through proactive planning and coordination, resiliency planning empowers communities to reduce vulnerabilities and build capacity to withstand and recover quickly from disruptive events. Examples of resiliency planning include: land use planning that accounts for expected changes from climate change; technological solutions that prevent and reduce the effects of natural catastrophes; social and ecological restoration projects that repair and strengthen degraded social and ecological systems; and economic diversification efforts that can help reduce impacts from disruptions.

In alignment with resiliency planning opportunities, community interest and previous planning studies, the City and regional partners are considering opportunities for economic diversification based on our location on the Pacific Ocean. The term "Blue Economy" refers to the contribution of the ocean to economies and the need to address the ecological functioning of ocean and coastal ecosystems. The United Nations and World Bank both define the Blue Economy with a focus on sustainable use of ocean resources for economics, ecosystem health, and livelihoods. The National Oceanic and Atmospheric Administration (NOAA) describes the New Blue Economy as "a knowledge based economy, looking to

the sea not just for the extraction of material goods, but for data and information to address societal challenges and inspire their solutions.” Other Blue Economy definitions highlight the importance of specifying economic benefits that may not be marketed, like cultural values, biodiversity, coastal protection, and carbon storage.

California’s blue economy was calculated to have an economic impact of \$42.4 billion in 2022 according to the State Controller’s Office, and blue economy businesses statewide have increased annual revenues by 18% and jobs by 163% over the past 10 years, despite COVID impacts. California’s cabinet-level state body for coordinating activities to protect and steward California’s coast and ocean, the Ocean Protection Council (OPC), highlights a strategic goal for actions toward a sustainable blue economy in California (see [OPC 2020-2025 Strategic Plan](#)). At the local level, ports and harbors in California are uniquely positioned to develop and support blue economy activities, as they are often afforded governing roles as special districts and hold responsibilities as landlords, regulators, and environmental stewards. Port and Harbor leadership can be excellent facilitators with expertise in permitting and supporting public-private partnerships to advance local blue economy initiatives.

Brief History of Previous Local Planning Efforts

For thousands of years, people have been connected to the natural abundance of the place now known as Fort Bragg, California. Our connections to fishes, forests, and fields are central to our way of life – for sustenance, jobs, spirituality, recreation, and more. In recent decades we’ve seen changes in our ocean and fisheries, the decline of the local timber industry and subsequent closure of the mill, and hundreds of jobs lost.

While devastating to our community and economy, these changes have also revealed opportunities to re-envision a vibrant future in which our local economic and ecosystem health are compatible. Since the closure of the Fort Bragg Georgia Pacific Mill in 2002, our community has been engaged in the cleanup and reimagining of the former mill site, and planning for additional local economic development opportunities. Community priorities that have emerged from these planning efforts include: calls for increased coastal access, interest in local ocean research and education, and needs for workforce development opportunities and housing.

Several important community priority projects have since been realized. At the former mill site, 107 acres of parkland with multi-use trail along the bluff tops has reconnected residents and visitors to nearly three miles of coastline for the first time in over a century. The Noyo Center for Marine Science was formed when Fort Bragg City Council authorized funding to develop and form the nonprofit, which today offers robust programming in ocean education, exploration, and experience from three locations. The

Noyo Center has completed design plans for an Ocean Science Center on 11.6 acres on the former mill site, and is currently working with West Business Development Center on a comprehensive business plan and blue economy strategy.

In 2020 the City of Fort Bragg received funding to develop an economic diversification study. The study revealed numerous local and regional assets, the most prominent being our location and our community itself. With direct proximity to the Pacific Ocean, and the unique skill sets of the men and woman that work in the forests and on the water, we are uniquely positioned to offer a harbor with full service marine facilities, marine research, aquaculture, ecotourism, and blue economy innovation. This economic diversification study culminated in the Blue Economy Symposium and Learning Festival in May 2022, focusing on several aspects of the blue economy including sustainable fisheries, aquaculture opportunities, education, job training, and infrastructure needs. The event highlighted the importance of working waterfronts in coastal resiliency planning, and offered a chance for community members, decision makers, and experts to exchange information and further our collective vision for the future.

Charting Our Course to a Vibrant Future

The foundation for sustaining a level of community readiness, continuous adaptation, and workforce capabilities is directly linked to community empowerment. This planning effort is built on a foundation of prior community planning efforts, and committed to inclusive community collaboration and two-way information exchange. Together, we will help prepare our region for climate resiliency by conducting site specific technical studies for informed decision making, through developing a shared community vision for Noyo Harbor, and by identifying coastal resilience measures and/or potential implementation projects, partners, and financing strategies for climate-ready coastal infrastructure that support coastal ecosystems. Importantly, the BEVRI Plan will also evaluate our region's readiness for blue economy initiatives and workforce development opportunities in order to leverage historic federal investment becoming available through the Inflation Reduction Act.

The BEVRI planning process will unfold over the next two years, led by the City of Fort Bragg and Noyo Harbor District with support from the community, Noyo Ocean Collective, California Sea Grant Program, and California Coastal Commission staff. The subsequent year will be dedicated to developing goals, policies and programs to codify findings. Local context matters, and the resulting Local Coastal Program Amendment will help ensure future development aligns with our unique local perspective, while also adhering to the Coastal Act.

Community Collaboration in Building the BEVRI Plan

The BEVRI planning process is an opportunity to build a shared vision for our collective community well-being and a path for getting there. Together we'll chart a course forward that is practical and inspired, based on meaningful community input, centers community priorities, and supports a future where our local economy and environment work in harmony.

Goals for Community Collaboration

In order to provide clear expectations and measurable outcomes from community engagement efforts, the following initial goals have been developed. Goals will be refined and updated through future coordinated efforts by the Planning Team in partnership with our local community (for an overview of the process for community collaboration, see Figure 1, page 10). Throughout the BEVRI planning process, information about community touchpoints will be recorded to measure progress and ensure accountability.

Our goal is to empower our local community to guide, build, and implement the BEVRI Plan in order to improve local livelihoods, strengthen our ability to adapt to future changes, and support healthy coastal and ocean ecosystems.

- In-person events: sharing information out through touchpoints with 2,000 local residents
- Social media posts: engagement with 5000 views and comments
- Flyers and postcards: touchpoints with 3000 local residents
- Community meetings: touchpoints with 1000 individuals
- Completed surveys and/or recorded comments: input from 1000 local residents

Strategy for Community Collaboration

Our strategy for community engagement involves: (a) a team approach to two-way information exchange for “inviting in” input and “sharing back” findings; (b) a survey-centered approach for collecting targeted information about community members’ perspectives and priorities to guide BEVRI Plan outcomes, and; (c) the use of best practices for collaborative community engagement.

Team Approach: Planning Team and Community Outreach Team

Preparing our community for climate resilience and blue economy initiatives is a big lift that will require grassroots support from a broad community base. It is critical the community is empowered to build local leadership and capacity, as it is the community that will implement outcomes and realize resilience goals. Implementation of this Community Engagement Plan (CEP) will be led by the City’s Special Projects Manager, Noyo Harbormaster, and the California Sea Grant Mendocino Coast Extension Fellow, with

support and guidance from the Planning Team. The Planning Team consists of representatives from the City of Fort Bragg, Noyo Harbor District, Noyo Ocean Collective, and California Sea Grant.

The Community Outreach Team consists of community members who have established connections within different community groups in our region. This team approach will assist the Planning Team in identifying environmental justice communities and ensure techniques for outreach are crafted in collaboration with environmental justice communities and/or organizations. The term “environmental justice” is understood to include both substantive and procedural rights, meaning that in addition to equitable distribution of environmental benefits, environmental justice communities also deserve equitable access to decision making. Our goal is to better understand past and present injustices that exist, and to integrate input from these communities into planning documents.

Outreach workers are trained and mentored by the Planning Team to share information with the community about how to get involved in developing the BEVRI Plan, and provide facts, answers to frequently asked questions, and guidance for learning more about related topics. The Community Outreach Team will help arrange and host outreach events, and serve as liaisons between the Planning Team and community. Together the Community Outreach Team and Planning Team will coordinate, advertise, participate in, and report out about BEVRI community outreach events. Outreach efforts and outcomes will be documented and included as an appendix to the BEVRI plan, and utilized to inform updates to Local Coastal Program.

To invite community and partner feedback and review, a draft CEP along with the accompanying project website [\[www.NoyoOceanCollective.org\]](http://www.NoyoOceanCollective.org) was circulated to the public, Noyo Ocean Collective and Coastal Commission staff for review and input. Presentations were also given at public meetings before City Council, Harbor Commission, Sherwood Valley Band of Pomo Indians Tribal Council, and County Supervisors. The Planning Team has incorporated feedback in the final CEP. Once the California Sea Grant Mendocino Coast Extension Fellow is on boarded, a Community Outreach Team training will be scheduled in November. Those interested in participating in the Community Outreach Team are invited to submit an application. Applications can be found on the [Get Involved](#) section of the website or in the lobby of City Hall, located at 416 N. Franklin Street.

Two-Way Information Exchange: Inviting In Input and Sharing Back Findings

It is important to note that community planning efforts require two-way information exchange as a foundation for collaboration and community empowerment. The BEVRI Planning Team has information to share with the community, and the community has information to share with the Planning Team. Our inclusive team approach offers peer to peer learning through trusted networks that can speak

authentically to the issues. Our approach to two-way information exchange will enable our community to shape and actualize the BEVRI plan through iterative phases.

The BEVRI planning process is designed to continue cultivating existing relationships while growing new relationships through established community networks. It is an opportunity to continue a conversation with those actively engaged in shaping the future of our region, while simultaneously attracting additional perspectives and amplifying the voices of those that have previously been left out.

We'll "share information out" with the community about the BEVRI planning process through:

- Noyo Ocean Collective website [www.NoyoOceanCollective.org]
- Social media: Facebook [[NoyoOceanCollective](#)] and Instagram [[NoyoOceanCollective](#)]
- Flyers and postcards
- Traditional news releases
- Tabling at community events
- Informal conversations
- Workshops
- Community meeting presentations
- Public meetings (Fort Bragg City Council, Noyo Harbor District, etc.)

We'll "invite in" community perspectives and input through:

- Surveys with questions on targeted topics
- Listening sessions
- Community meeting presentations
- Tabling at community events
- Informal conversations
- Comment form on website [www.NoyoOceanCollective.org]

We'll "share findings back" with our community through:

- Final published BEVRI Plan and updated LCPs for City of Fort Bragg and County of Mendocino
- E-newsletter and announcements through website [www.NoyoOceanCollective.org]
- Community meeting presentations
- Informal conversations
- Public meetings (Fort Bragg City Council, Noyo Harbor District, etc.)

Use of Best Practices for Collaborative Community Engagement

Our community engagement strategy and processes will be guided by industry-established best practices for community engagement, including:

Engage Early and Often

- Community members need information, time, and multiple opportunities to get involved in building the BEVRI Plan. Our community involvement strategy outlines an approach for frequent engagement opportunities throughout all BEVRI planning phases, from beginning to end.

Set Clear Goals

- By establishing clear goals and measurable metrics for community involvement in building the BEVRI Plan, we can ensure we're working collaboratively toward a common endpoint and mutually agreeable outcomes.

Pursue Inclusivity

- It is our priority to seek out and amplify voices within our community that have been historically marginalized. There's a role for everyone who wants to get involved, and we commit to creating spaces and using tools that will ensure we invite and integrate inclusive perspectives in the BEVRI Plan.

Build Lasting Relationships

- The BEVRI Plan is not a standalone effort, it builds on prior community outreach processes and will lay the foundation for more to come. By listening to, planning for, and acting with our community members in mind, we're committing to building and strengthening our community connections throughout the BEVRI process and beyond.

Ensure Transparency

- We know that nurturing trust is key to achieving our collective successes. We're aiming for utmost clarity in our communications and building shared expectations for BEVRI Plan process and outcomes that are measurable and hold us accountable for our commitments.

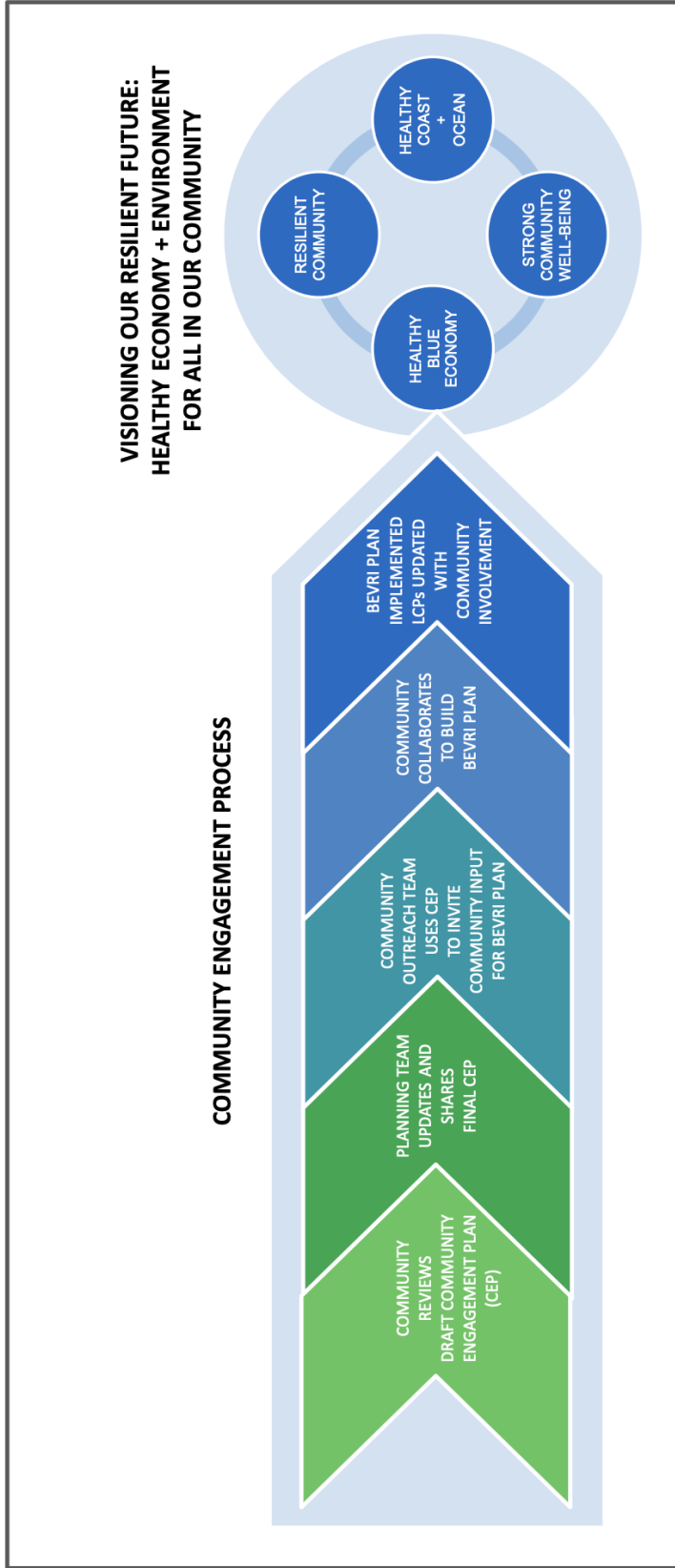


Figure 1. Process for Collaborative Community Engagement in BEVRI Plan Development

Anticipated Outcomes of Community Collaboration

- Local community who is informed, engaged, and empowered:
 - Shapes and realizes collective vision for vibrant future where our local environment and economy work in harmony
 - Is aware of the process and outcomes of a series of technical studies on our local physical, environmental, and economic conditions
 - Highlights diverse and marginalized voices
 - Leverages a network of community leaders to invite community input

- Final BEVRI Plan that is robust, visionary and practical, and strategic:
 - Reflects community visions for vibrant future, built through inclusive representation of diverse community groups
 - Builds upon previous planning and community outreach work
 - Ties in to Noyo Harbor Community Sustainability Plan
 - Guides local efforts to connect our community to historic federal investment opportunities

- Updated LCPs for City of Fort Bragg and Mendocino County:
 - Reflect current, specific, strategic community priorities for local coastal activities
 - Prepare us for changing future while retaining our traditions going back generations

Measuring Outcomes and Reporting Findings

In order to ensure transparency and continue building community trust, the Planning Team will prioritize opportunities to measure outcomes from the BEVRI planning process and share back findings with the community. Findings will be shared through in-person opportunities like presentations at public meetings, and through written methods, such as summaries within the written BEVRI Plan.

Examples of the type of quantitative information that may be reported back include numbers of completed surveys, workshops hosted, presentations at public meetings, and analytics from NOC website and social media engagement. Examples of the type of qualitative information that may be reported back include: summaries of themes from survey responses, summaries of findings from informal conversations, comments and emails received through the NOC website. Appendices to the BEVRI Plan will include analytics from survey software, as well as written comments and emails.

Community Outreach Tools and Timeline

Tools for Collecting Community Input

The tools that we'll use to collaborate with the community will include:

- Surveys to invite targeted input on variety of BEVRI Plan related topics
- Pop-up events and tabling for 'information exchanges' at community events
- Listening sessions and workshops
- Immersion in place events, like "walk and talks" at Noyo Harbor, Noyo Headlands Coastal Trail
- Formal press releases
- Written updates in local organizations' newsletters
- Website and social media
- Informal discussions and word-of-mouth communications
- Input received through website [www.NoyoOceanCollective.org]

Survey Strategy Overview

Surveys will be used to collect targeted information from community members about their views on specific topics related to the BEVRI Plan. A 'bookends survey' approach – where the same survey questions are asked of the community at the beginning and end of the community engagement process – will be used to detect shifts in community awareness and/or perceptions during the BEVRI planning process. In addition to the bookend surveys, 3-5 surveys will be created and conducted as the BEVRI Plan progresses.

Surveys will focus on targeted topics related to BEVRI Plan elements (for example, commercial fishing, Noyo Harbor businesses, sea level rise planning, LCP updates, etc.) Surveys will be brief in order to reduce participant fatigue and attrition (for example, no more than 10 questions per survey). Surveys will be made available to community members in both digital and paper formats, and in English and Spanish.

Survey response data will be stored securely in password protected digital files and/or filing storage systems in locked offices. Survey findings will be synthesized and summarized in the BEVRI Plan in a chapter that describes the community engagement process and findings. Survey findings may also inform process steps for technical studies.

Personal Interviews

The Planning Team will conduct individual or small group interviews with various community members and people from local organizations to discuss the BEVRI Plan and LCP amendment process, and confirm

common understanding and goals. Later, the Planning Team will conduct personal interviews about specific topics related to coastal/ocean activities. Interview participants will include people from local community-based organizations, businesses, community leaders, and other community members. Findings from interviews will inform subsequent next steps of the BEVRI planning process, and themes will be summarized in a chapter of the written BEVRI Plan.

Workshops

Between three and five workshops will be organized over the course of BEVRI Plan development, in sequence to progressively build upon prior workshop themes. Workshops will be structured strategically to facilitate discussions about resilience and adaptation opportunities related to the BEVRI Plan, and opportunities for blue economy business and workforce development. Workshop agendas will reflect workshop goals for facilitating positive community experiences, creating community awareness, inviting community input, and fostering meaningful dialogue. Workshops will include presentations, breakout discussions and other participatory activities like surveys, and intentional opportunities for reporting out findings and next steps. Summaries of each workshop agenda and outcomes will be made available on the Noyo Ocean Collective website. Workshop facilitation and materials will be available in English and Spanish and will be ADA compliant.

Pop-Up Events, Tabling at Community Events

To create enthusiasm and awareness, the Community Outreach Team will join community events that are already occurring in order to provide an overview of the BEVRI Plan and process, share resources, conduct surveys, and communicate opportunities to be involved in shaping the future of our coastal community.

Tactile and Visual Tools

At public events and workshops, the Community Outreach Team will use tactile tools like 3D models and maps to foster interactions with community members that invite imaginative approaches to visioning the future. Tactile tools can be effectively used to engage participants' senses at in-person events, which can lead to creativity and cooperative, constructive dialogue. Tactile tools can ignite the power of play and allow people to communicate about complex concepts in a relaxed and natural manner. Visual storytellers will also be invited to work in concert with technical subject matter experts to shape complex processes into visual stories that are relatable, accessible, and tailored to the local community.

Public Meetings before Decision Makers

Presentations about BEVRI Plan-related opportunities and updates will be given at regularly scheduled public meetings before decision makers of the City of Fort Bragg, Noyo Harbor District, Sherwood Valley

Band of Pomo Indians, and Mendocino County. We will also request to present to the California Coastal Commission, Mendocino-Lake Community College District, Fort Bragg Unified School District, as well as to boards of various local organizations. Public participation and comments are encouraged.

Website

The Noyo Ocean Collective website [www.NoyoOceanCollective.org] serves as a repository for all things BEVRI planning. It showcases various methods for community involvement, contains a social media kit, hosts BEVRI surveys and a comment form, and displays an event calendar. We will post BEVRI Plan technical studies as they are developed, and highlight various resources for curious minds to learn more. The website will be updated regularly to both solicit input and report findings.

Social Media

Social media will be used to direct users to the website, and will also include standalone posts with cogent messaging and visual content about outreach opportunities to help build the BEVRI Plan. For example, social media posts will highlight opportunities for the community to participate in workshops, take surveys, and attend pop-up events to provide input on the BEVRI Plan. Social media posts will be developed along the timeline of the various engagement and outreach opportunities, and will be shared through the social media channels of NOC member organizations and other interested parties.

Social media use by the BEVRI Planning Team and NOC partners will follow best practices for using social media for community engagement. Social media posts will be branded and use Americans with Disabilities Act (ADA) accessible colors, images, and branding. Posts will use plain language and be in English and Spanish. A social media kit is included on the NOC website to encourage community members to post and help keep messaging and branding cohesive.

Timeline

Figure 2 shows a timeline for community collaboration during the development process for the BEVRI Plan and LCP updates (also referred to as LCP amendments). This draft CEP was created in summer 2023 and will be updated based on community and partner review in autumn 2023. Once the CEP is finalized, it will be implemented through the duration of the planning process into 2026. From autumn 2023 to spring 2025, technical studies will be conducted to inform the BEVRI Plan (for more information on technical studies, see Local Coastal Program and BEVRI Plan Technical Studies, page 17). The BEVRI Plan will be finalized in autumn 2025. The Planning Team will coordinate on LCP amendment development activities with Mendocino County and Coastal Commission staff from spring 2025 until the LCP Amendment is locally adopted and submitted to the Coastal Commission for certification by October 2026.

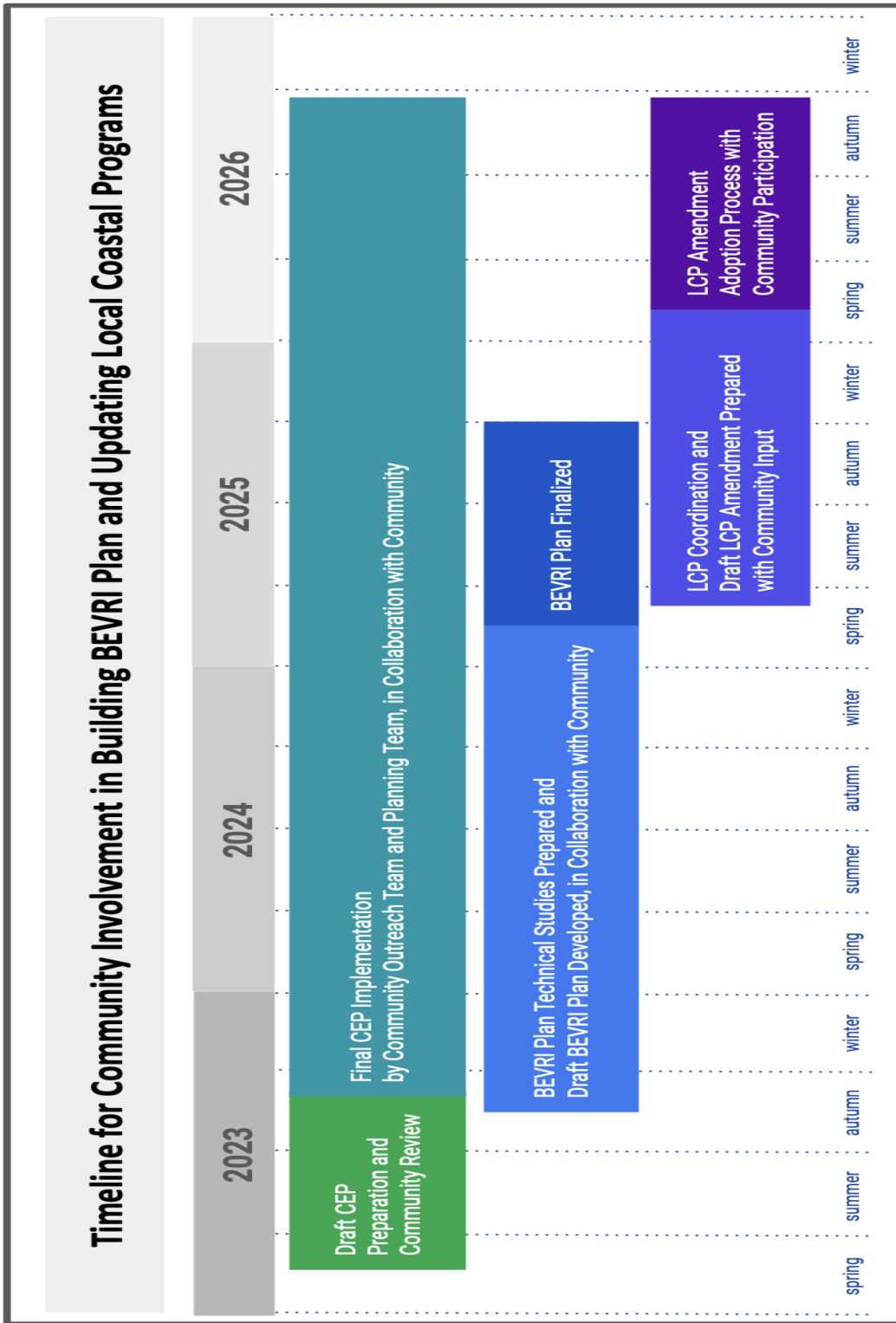


Figure 2. Timeline for community collaboration in BEVRI Plan and LCP Amendment Development

Regional Collaboration & Agency Outreach

Agency Coordination

Several agencies share responsibility for the success of Noyo Harbor, a special public district and public subdivision of the State of California, organized under Section 6200 et seq. of the California harbors and Navigation Code. These agencies include, but are not limited to, the Noyo Harbor District, Mendocino County, City of Fort Bragg, California Coastal Commission and U.S. Army Corps of Engineers. As such, the BEVRI Plan and subsequent Local Coastal Program update necessitates interagency coordination.

Regular updates will be provided on a quarterly basis in writing and/or in-person throughout the planning process, for agency consideration and input. The Draft BEVRI Plan will be circulated for three weeks to allow adequate time for agency review and comment, prior to public draft circulation. Agency comments will be incorporated in the text of document or included as an addendum.

Similarly, a draft of relevant LCP policies will also be circulated to agencies to ensure consistency. The California Coastal Commission will consider all LCP updates through the certification process (see Local Coastal Programs, page 21).

Tribal Consultation

Throughout the three year planning process, City staff will invite meaningful engagement with Sherwood Valley Band of Pomo Indians (SVBP) Tribal Council to identify tribal interests and protect tribal cultural resources. City staff will coordinate with the Tribal Administrator to deliver quarterly updates either in-person or as part of the Tribal Administrator's regular report out.

In addition to SVBP Tribal Council, the tribal led nonprofit, Kai Poma will also be consulted to better understand tribal interests and resources might be impacted by sea level rise, the BEVRI plan and LCP updates. Kai Poma was recently formed by representatives from Round Valley Tribes, Coyote Valley Band of Pomo Indians and Sherwood Valley Band of Pomo Indians to steward 217-acres of coastal bluff top and beach that was owned by the State of California and managed by Caltrans.

Noyo Ocean Collective Collaboration

The Noyo Ocean Collective (NOC) is a collaboration between the City of Fort Bragg, Noyo Harbor District, Noyo Center for Marine Science, Mendocino College, and West Business Development Center. NOC is committed to meeting on a monthly basis and to assist with community engagement through the following methods:

- Sharing content and public engagement opportunities through individual NOC websites and email lists;
- Displaying flyers, posters and other announcements at individual NOC sites;
- Hosting outreach events at individual NOC sites;
- Providing feedback on draft work products, such as the scope of work for technical studies, the technical studies themselves, draft BEVRI Plan and proposed LCP amendment.

In addition to support from NOC partners, the many affiliates of NOC that meet in-person on a quarterly basis will also assist the Planning Team. For example, the Planning Team will coordinate with Fort Bragg Unified School District to identify the best methods to reach teachers, students, and parents. Or with California Sea Grant will lend expertise to ensure a proposed scope of work is requesting the best available science and outreach tools.

Local Coastal Program (LCP)

Local Coastal Programs as Planning Tools

California state law requires local governments with jurisdiction along California's coastline to conduct land use planning and permitting in accordance with California's Coastal Act. The Coastal Act outlines how coastal land may be developed, or protected from development, with consideration for public coastal access and recreation; protection of habitat, biodiversity, and open space; and balanced development for private and commercial uses. In practice, the Coastal Act gives authority to the California Coastal Commission to certify local governments' land use plans through planning documents called Local Coastal Programs (LCP). Permitting authority over most development is retained by local government entities, although the Coastal Commission must review and approve any amendment to a certified LCP.

The City of Fort Bragg adopted its initial LCP in 1980 and it was certified by the Coastal Commission on July 14, 1983. Since then several amendments have been adopted and certified; the last comprehensive update occurred in August 2008. Our LCP consists of a Land Use Plan and Implementation Program reflecting distinctive qualities of Fort Bragg, while also addressing regional and statewide interests, and conforming to Coastal Act goals and policies.

BEVRI Plan and Subsequent LCP Amendment

Findings from the BEVRI Plan will be incorporated into goals, policies and programs of the City of Fort Bragg's LCP, as well as Mendocino County's LCP update related to the Fishing Village zoning designation. In a parallel process, findings from the County of Mendocino's Sea Level Rise Resiliency Strategy will be incorporated into the City's LCP update regarding sea level rise. As such, it is important for the City of Fort Bragg, Noyo Harbor District, Mendocino County, and Coastal Commission staff to coordinate closely on findings and policy recommendations. This will be accomplished with regular bi-monthly meetings scheduled throughout the duration of the project. Joint community engagement activities will also be coordinated, when appropriate.

The City's LCP amendment process ensures that a draft of proposed LCP amendments are available to the public at least six weeks before a vote, and formal notice is given at least ten working days before a Public Hearing on the matter. Following City Council approval of proposed changes, staff will prepare an LCP Amendment Submittal and transmit to the Coastal Commission for consideration. Upon receipt, Coastal Commission staff will review the package for completeness and request additional information, as necessary. Once the application is deemed complete, Coastal Commission staff will prepare a report

and recommendation, which will be published at least seven calendar days before consideration. The hearing itself is noticed at least ten days before a decision is made.

The overall process is iterative and structured to provide the public opportunity to review and weigh in. Often modifications are requested by the Coastal Commission, in which local acceptance to modifications might not be straightforward. As such, timing for LCP processing is dynamic and difficult to predict. The proposed timeline delivers a Draft LCP Amendment by June 1, 2026 in order for it to be locally adopted by September 30, 2026 and submitted to the Coastal Commission for consideration by October 15, 2026.

BEVRI Plan Technical Studies and LCP Amendment

The BEVRI planning effort includes development of several technical studies and analyses to gather comprehensive information about the existing conditions of Noyo Harbor. This work supports informed decision making, will use the best available science and be peer reviewed by subject matter experts. An initial list of studies to be conducted include:

- **An analysis of site-specific scenarios for sea level rise, tsunami hazards, and increased erosion in Noyo Harbor** will be used to identify opportunities and limitations for proposed development, infrastructure needs, and adaptation needs.
- **A parcel inventory** to identify current land uses, economic contributions, boundaries, and historic status. Space within the harbor is limited, and a comprehensive review of existing development is needed to inform strategy for increasing overall productivity.
- **A harbor facilities conditions assessment** to assess and document the present condition of Noyo Harbor facilities, will include data review and interviews with Harbor District Management, City and County officials, and marina users to gather understanding of any chronic maintenance needs, operational issues or concerns, and conditions assessments on key facilities. The assessment will focus on structural integrity and a mooring basin analysis in order to maximize harbor use and benefit to the local economy. The assessment will also identify needed harbor improvement/projects, and provide cost estimates for repairs and replacements.
- **An assessment of opportunities and limitations of blue economy uses in Noyo Harbor** will assess adaptation and resiliency measures based on the site-specific sea level rise and hazard assessment; a suite of potential projects to pursue in and around Noyo Harbor; and potential partners and funding sources.
- **Additional technical studies** will include an aquaculture feasibility study that incorporates a water quality assessment and considers future climate impacts on potential aquaculture operations, and an analysis of harbor special district management.

Proposed scopes of work related to formal Requests for Proposals will be considered by City Council at a regularly scheduled public meeting, in which the public is encouraged to participate and provide input. Professional Agreements will similarly be considered by Council, and final work products will be presented to City Council for adoption. The public has an opportunity to speak at all City Council meetings.



City of Fort Bragg

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Text File

File Number: 23-507

Agenda Date: 1/22/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Approving Contract Amendment with Creative Thinking, Inc. DBA The Idea Cooperative. Increasing Amount of Contract, and Authorizing City Manager to Execute Same (Amount Not To Exceed \$200,000: \$180,000 Account 110-4321-0319; and \$20,000 Account 329-6134-0630)



AGENCY: City Council
MEETING DATE: January 22, 2024
DEPARTMENT: Public Works
PRESENTED BY: S. McCormick
EMAIL ADDRESS: smccormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

RECEIVE REPORT AND CONSIDER ADOPTION OF CITY COUNCIL RESOLUTION APPROVING CONTRACT AMENDMENT WITH CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE, INCREASING THE AMOUNT OF CONTRACT, AND AUTHORIZING CITY MANAGER TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$200,000: \$180,000 ACCOUNT 110-4321-0319; \$20,000 ACCOUNT 329-6134-0630)

BACKGROUND:

The California Public Utilities Commission awarded the City of Fort Bragg \$479,529 in Local Agency Technical Assistance (LATA) grant program funding to reimburse pre-construction costs associated with implementing a municipal broadband utility. The intention of the LATA funding is to deliver a BID-ready construction packet, business plan, financing and marketing strategy.

ANALYSIS:

The Idea Cooperative, located in Petaluma, has provided the City with marketing/advertising services, design/creative services, and social media content creation since December 2019. The Idea Cooperative has proven responsive, nimble, and skilled with the City's marketing and promotional activities, and staff proposes to amend July 24, 2023 contract with The Idea Cooperative to include development of a high level marketing strategy and brand identity concept for the broadband project.

Per FBMC 3.20.030, when the goods or services are unique and only available from one source the City may secure services directly with specifically trained and experienced firms. The Idea Cooperative's specialized expertise and experience with Visit Fort Bragg lends a unique perspective to support a successful brand identity concept for the City's broadband project. In addition, the firm's intimate knowledge of Fort Bragg allows them to work expeditiously with the limited funds available.

The scope of work for an amount not to exceed \$20,000 is attached.

RECOMMENDED ACTION:

Adopt Resolution approving the first amendment to professional services agreement with The Idea Cooperative and authorize the City Manager to execute the contract.

ALTERNATIVE ACTION(S):

Provide alternative direction to staff.

FISCAL IMPACT:

The entirety of this contract would be covered by grant funds provided by California Public Utility Commission's Local Agency Technical Assistance (LATA) Program on a reimbursement basis.

CONSISTENCY:

AGENDA ITEM NO.

City Council has identified the need for reliable, fast, affordable internet connectivity to serve residents, students, businesses and visitors. The Municipal Broadband Infrastructure Project has been added to the City's 2023 Capital Improvement Plan (CIP), which is the multi-year scheduling of public physical improvements and has prioritized investing resources to deploy a fiber to the premise municipal broadband network. This effort is consistent with the policies listed below, as well as the 2019 City Council priority for maintaining and upgrading the City's infrastructure.

Policy PF-2.8 Capital Improvement Plan: Continually update the Capital Improvement Plan to ensure that it identifies capital projects necessary to maintain adequate levels of performance as well as funding sources for all phases of intended projects.

Policy PF-2.9 Schools: Work with the Fort Bragg Unified School District to ensure that the District has the means to provide a high quality education to City students.

Policy CD-2.3 Economic Vitality: Continue to support the economic diversity and vitality of downtown businesses.

IMPLEMENTATION/TIMEFRAMES:

Agreement will be executed following City Council approval.

ATTACHMENTS:

1. Resolution
2. Broadband Scope of Work

NOTIFICATION:

1. Tom Kavanaugh, President, Idea Cooperative
2. "Notify Me" e-Subscriber Lists: Economic Development Planning; Fort Bragg Downtown Businesses; Tourism and Marketing; Blue Economy

City of Fort Bragg Municipal Broadband
Marketing Strategy & Brand Identity Concept
Scope of Work
November 30, 2023

Project Description:

1. Develop Strategic Messaging and a Marketing Strategy to launch and promote sign-ups to a new broadband service offered by the City of Fort Bragg.
2. Develop a Brand Identity Concept to demonstrate how the service will look and feel in design and copy.

Phase 1: Strategy

The Idea Cooperative will develop and present to Fort Bragg:

- a) Strategic Messaging Concept – Consisting of a Positioning Theme line, a Brand Truth Statement, Target Insight and Brand Mantra, this will serve as the strategic foundation and guiding direction for the creation of the Brand Identity and all subsequent marketing. Two concepts will be shown for review, input, and approval from the City of Fort Bragg to move forward with one concept.
- b) Marketing Strategy Plan Outline – The Marketing Strategy will outline Marketing Objectives, Target Audiences, Key Steps or Phases, and Communications Deliverables to meet the objectives. Specific costs and timings will not be included until further details are available.

Cost: \$4,000

Phase 2: Creative Concept

The Idea Cooperative will develop a Brand Identity Concept for the Fort Bragg Municipal Broadband offering, including a working name for the service, logo, and preliminary design guidelines, along with headline and copy concepts shown as one-page ads or posters. Two concepts will be shown for review, input, and approval from the City of Fort Bragg to move forward with one concept.

Cost: \$16,000

TOTAL COST: \$20,000

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CREATIVE THINKING INC., DBA THE IDEA COOPERATIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT (TOTAL CONTRACT AMOUNT NOT TO EXCEED \$200,000: \$180,000 ACCOUNT NO. 110-4321-0319; \$20,000: 337-5080-0630)

WHEREAS, on November 19, 2019, at its regular meeting, the Visit Fort Bragg Committee unanimously recommended the City Council approve a contract with The Idea Cooperative to support tourism-related projects and promotions with: 1) Marketing and Advertising Services; 2) Design and Creative Services; and 3) Social Media Content Creation; and

WHEREAS, on November 25, 2019, the City Council of the City of Fort Bragg (“City”) adopted Resolution No. 4213-2019 authorizing the execution of a Professional Services Agreement (“Agreement”) with The Idea Cooperative (“Consultant”); and

WHEREAS, the City was pleased with the services provided by Consultant and approved Resolution 4417-2021 to continue contracting services for FY 2021-22; and

WHEREAS, the City continued to be pleased with the services provided by Consultant and approved Resolution 4572-2022 to continue contracting services for FY 2022-23; and

WHEREAS, the City continues to be pleased with the services provided by Consultant and approved Resolution 4716-2023 to continue contracting services for FY 2023-24; and;

WHEREAS, the City desires the Consultant to provide a branding identity and high level marketing strategy to support the City’s proposed municipal broadband project; and

WHEREAS, the City has obtained Local Agency Technical Assistance program grant funding from the California Public Utility Commission, which includes funds for this eligible activity and there are sufficient funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the First Amendment to Professional Services Agreement with Creative Thinking Inc., DBA The Idea Cooperative and authorizes the City Manager to execute the same upon execution by Contractor (Total Contract Amount Not to Exceed \$200,000: \$180,000, Account: 110-4321-0319; and \$20,000, Account 337-5080-0630).

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 22nd day of January 2024, by the following vote:

**AYES:
NOES:
ABSENT:**

**ABSTAIN:
RECUSED:**

**BERNIE NORVELL
Mayor**

ATTEST:

Diana Sanchez, City Clerk

From: [Jacob Patterson](#)
To: [City Clerk](#)
Subject: Public Comment -- 1/22/24 CC Mtg., Item No. 8C, Idea Cooperative Contract Amendment
Date: Thursday, January 18, 2024 4:08:15 PM

City Council,

Despite staff's statements otherwise, the Idea Cooperative has hardly been providing good value for money concerning the services they already provide. Rather, their work product often leaves something to be desired (e.g., errors and omissions from event promotional materials). Also, they provide destination marketing services for Fort Bragg and, so far as I know, have no expertise concerning broadband utilities, municipal or otherwise. Shouldn't the City hire a firm to consult about our (potential boondoggle) broadband initiative that has relevant expertise providing marketing support for an internet provider or other telecom service? Marketing to out-of-town tourists and marketing to local residents and customers are completely different activities and experience in one in no way suggests the same consultants would be good at the other. Of course, the staff person working on this project also doesn't have any relevant experience concerning creating a broadband utility or even any economic development so I am not sure about relying on her recommendations for a sole-source consulting contract even though I like Sarah quite a lot.

This seems like a half-baked proposal and might be better deferred to another meeting or even sent to committee for proper evaluation (e.g., the Finance & Admin Committee or the Public Works Committee).

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: 24-542

Agenda Date: 1/22/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8D.

Resolution of the Fort Bragg City Council Approving the Integration of the C.V Starr Community Center as a City Owned and Operated Facility and Establishing Salary Rate Compensation Plan Confirming the Pay Rates/Ranges for C.V. Starr Class of Employees Effective February, 11, 2024.



AGENCY: City Council

MEETING DATE: January 22, 2024

DEPARTMENT: Finance/CV Starr

PRESENTED BY: M.Wooden/ I. Whippy

Email: iwhippy@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Adoption of City Council Resolution Approving the Integration of the CV Starr Community Center Operations & Establishing the Salary Rate Confirming the Pay Rates/Ranges for the CV Starr Employee Compensation Plan, Effective February 11 , 2024.

BACKGROUND & OVERVIEW

Development of the C.V Starr Community Center

In 1978, using Park Bond Act monies, Mendocino Parks & Recreation District (MCRPD) obtained a five-acre parcel known as Green Memorial Field in central Fort Bragg, and in 2006, began construction of its new facility at this location. The C.V. Starr Foundation provided more than \$20 million dollars in funding support for the facility, and in August of 2009, the C. V. Starr Community Center and Sigrid and Harry Spath Aquatic Facility opened to the Public. It is home to two pools, fitness and dance rooms, multi-purpose rooms, and the business offices.



2009-2011 Financial Challenges threatened the Operation of the Center

In 2011, the District faced insolvency when its debt obligations and operating expenses far exceeded its revenue sources. During the period 2006-2011, the District spent all of its reserve funds, borrowed \$2.3 million to refinance the regional park/golf course property and project costs, and borrowed and spent future property tax revenues. During this period, The District looked at various options for increasing revenues, including forming a Community Facilities District (CFD) or implementing a parcel tax. In October 2011, the District Board authorized the closure of the C.V. Starr Center to address its critical financial situation immediately.

2011-2012 The City of Fort Bragg and the MCRPD Negotiated a Plan & Agreement to provide for the continued operation of the CV Starr Center

In October 2011, the Fort Bragg City Council discussed and authorized the strategy of placing a half-cent sales tax measure before the voters to provide a dedicated revenue stream for operation, maintenance, and capital improvements at the C.V. Starr Community Center.

November 2011 Memorandum of Agreement between the City of Fort Bragg and MCRPD for the Proposed CV Starr Community Center Special Sales Tax measure

In November 2011, the City Council of Fort Bragg and the Mendocino Coast Recreation and Park District's Board of Directors approved an agreement to the terms and conditions of financing the operation of the

C.V. Starr Community Center through the Special Sales Tax Measure. The key provisions of this agreement included the following requirements.

- Transfer of Ownership of the CVSCC to the City of Fort Bragg
- Property Tax-Sharing Agreement
- Operating Agreement

March 2012 – Sales Tax Measure Approved, Operating & Tax Sharing Agreements Implemented

In March 2012, the passage of Measure A, the C.V. Starr Center Operation and Maintenance was fully funded by the half-cent sales tax. The C.V. Starr Center is owned by the City of Fort Bragg and operated by the MCRPD in accordance with an Operating Agreement between the two entities. The C. V. Starr Director, an MCRPD employee who reports directly to the MCRPD Board, is responsible for the day-to-day administration of the C. V. Starr Center, and the MCRPD Board is responsible for key policy decisions. The Fort Bragg City Council adopts the annual operating Budget for the Center and establishes the fee schedule. Together with the MCRPD, the City is responsible for ensuring that the Center operates in a fiscally sustainable manner.

The City of Fort Bragg took the title of the C.V. Starr Community Center on May 14, 2012, to ensure that the facility remains accessible to residents and visitors of Fort Bragg and the Mendocino coast- an action consistent with the previous Council's goal of promoting healthy lifestyles through active recreational facilities.

2020-21 COVID-19 & Impacts on the Center Operations

Due to the pandemic and shelter-in-place orders, the Center ceased operations on March 19, 2020. All employees but a few essential employees were laid off. During this time, management of the Starr Center began to work closely with the City of Fort Bragg. The financial future of the Starr Center became concerning. In July 2021, the C.V. Starr Center was able to reopen but with fewer employees. In the coming year, it became apparent that the cost of day-to-day operations had significantly risen, in some cases, more than doubled, particularly Utility, insurance, and personnel costs. In the new operating agreement, approved in 2022, the City's Finance Department took over CV Starr's Finance operations, including Payroll, budgeting, Accounts payable, and Accounting.

August 2023 – MCRPD gave formal notice to the City of Fort Bragg to terminate the CV Starr Operating Agreement

On August 2, 2023, at a Special meeting of the MCRPD, the Board voted unanimously to terminate the operating agreement of the C.V. Starr Community Center and provided the City of Fort Bragg notice to start the process of dissolving the operating agreement immediately. The recently formed Ad-Hoc Committee and City Staff immediately began to formulate plans to take over the operations of the Center, with full absorption on February 12, 2024. These plans include an in-depth review to identify strategies and an operational model that would improve the overall cost-effectiveness, efficiency, and success of the Center—moreover, evaluating the financial feasibility of estimated costs to the City of Fort Bragg and the impacts on current City departments.

More importantly, establishing a financial plan and staffing model to ensure that the facility remains open and accessible to residents and visitors of Fort Bragg and the Mendocino coast- an action consistent with the previous Council's goal of promoting healthy lifestyles through active recreational facilities



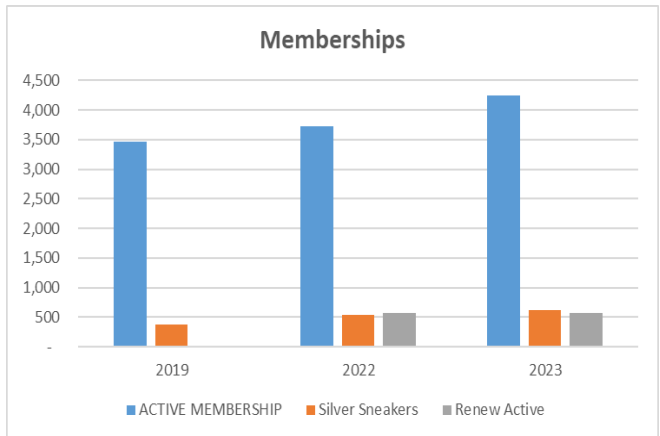
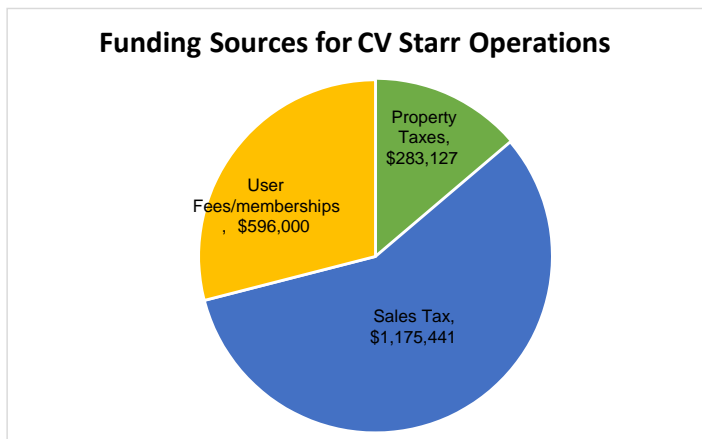
ANALYSIS

The C.V. Starr is an Enterprise fund in which services provided are financed and operated similarly to a private business. The fee schedule for these services is established to ensure that revenues are adequate to meet all necessary expenditures.

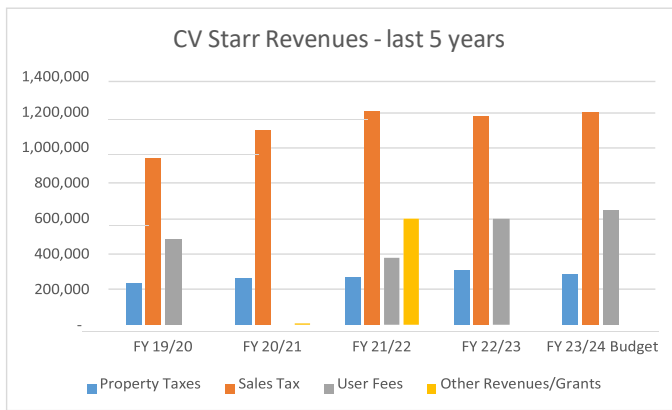
Revenues

The C.V. Starr Center Enterprise fund accounts for all operations of the Center, including the local sales tax, property taxes collected by the City as part of the property tax sharing agreement, and operating revenues (memberships). Operating revenues and user fees consist of three main categories:

- General Admission revenues consist of user fees collected through drop-in visits, the sale of memberships, and other admissions. The Center has 3,626 active memberships, including punch passes purchased, a 14 percent increase from the prior year and a 28 percent increase from pre-pandemic. There are 1233 enrolled in the seniors Silver Sneakers program.
- Registration revenues are collected for activities such as enrichment programs, swimming lessons, dance classes, kayaking, kids' night out, and art classes.
- Rental of facilities include birthday party room rentals and pool rentals. The Mendocino Coast Sea Dragons Swim Team, Fort Bragg High School Swim Team, Mendocino High School Swim Team, and Tidal Waves (Special Olympics) Swim Team all rent lanes in the Lap Pool during weekday evenings for practice. Other schools and clubs, some from out of the area, rent the leisure pool by the hour. The Center is also a popular place to have Birthday Parties.



The FY 2023/24 Adopted Budget estimates are \$2.1 million in revenues from the three sources mentioned above. Listed below are the historical trends of revenues for the Center.



The City of Fort Bragg City Council adopted by resolution an updated fee schedule that became effective on January 1, 2024. An additional \$180k annually will be generated to keep up with increasing annual operating costs.

Over the past couple of months, the Center has also gone through some physical changes. Management realized the need to utilize as much dead space as possible. The Spin bikes were moved into the party room, making the room a multipurpose room. Cardio equipment was then moved to the formally known Spin room, thus creating extra space in the Gym. With this newly created space, and recognizing cost savings on past CIP projects, staff ordered several new pieces of Gym equipment. This Gym equipment will allow the Center to attract individuals who before felt the Center's Gym to be inadequate.

In 2024, as recommended by our Finance Director, the City intends to develop a business plan and pricing policy that will serve as a management tool for establishing, implementing, and evaluating various fees and revenue options for the C. V. Starr operation. Establishing a business plan and pricing policy may allow for additional programs and facilities to be made available to enhance the level of service or quality of programs as well as provide higher quality services with limited operational dollars.

A business plan that establishes a cost recovery and pricing policy model will provide Staff with consistent guidelines in pricing admissions, use of facilities, and establishing program fees based on the individual benefits a user receives above a general taxpayer. The plan will help the Center address revenue goals to support operational costs, provide greater fairness in pricing services to users, and help support the implementation of future programs, facilities, and services. A cost recovery and pricing policy also allows the facility users, Staff, and general taxpayers better to understand the philosophy behind a program or service pricing. The model will help identify public services and individual benefit services that can be priced using either a partial overhead pricing strategy or a variable cost pricing strategy. Partial overhead pricing strategies recover all direct operating costs and some determined portion of fixed indirect costs. The portion of fixed indirect costs not recovered by the price established represents the tax subsidy.

Expenditures & Capital Improvements

Tax revenues alone cannot sustain the daily operational costs of the C.V. Starr Community Center or set aside reserves to fund the increasingly extensive list of capital improvements needed, totaling \$2.6 million in the next five years. In 2020, the Center was closed due to COVID restrictions. As a result, the Center was able to build up reserves to \$2.2 million at the end of FY 21/22 from \$702k pre-COVID reserve levels. This resulted from COVID relief funds from State Parks of \$602k and savings in operating expenditures. In the FY 2023/24 adopted Capital Improvement Budget, \$1.7 million is approved to replace the HVAC Air intake system, depleting reserves to \$520k. City staff is currently assessing the feasibility of concluding the engineering work on the HVAC system within the current fiscal year. Post-pandemic presented further financial challenges for the center in recruiting lifeguards and substantial increases in operating costs, particularly utilities and insurance.

FY 2023/24 Adopted Operating Budget is \$2.1 million, an increase of 17% from the prior year. The \$1.4 million personnel budget includes 14 full-time positions receiving benefits such as medical insurance, vacation, and sick leave and 59 part-time positions averaging 5 hours a week, with a shared District Administrator at the time of Budget development.

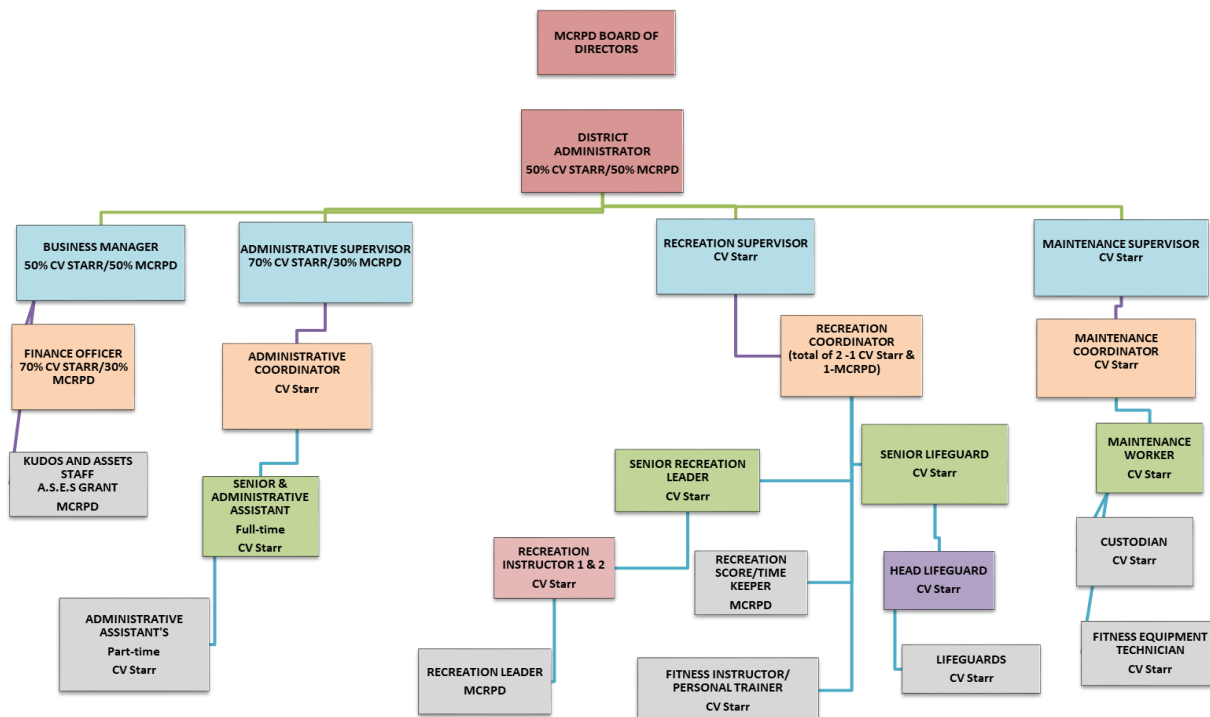
Expenditures	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24 Budget
Salaries & Wages	\$ 771,640	\$ 177,011	\$ 669,901	\$ 1,021,448	\$ 1,331,108
Benefits	\$ 90,326	\$ 87,709	\$ 96,438	\$ 98,116	\$ 108,669
Non-Personnel	535,428	266,097	674,393	638,131	680,938
Total	\$ 1,397,394	\$ 530,817	\$ 1,440,732	\$ 1,757,695	\$ 2,120,715

STAFFING ANALYSIS

The Staffing plan and cost for both full-time and part-time employees were evaluated. The Center consists of three main departments: Guest Services (front desk), Maintenance, and Recreation, which encompasses both pools and fitness classes on the gym side. As depicted below, the number of permanent employees employed by the center is previously slightly higher than other staffing structures utilized in the operation of similar size and scope facilities, according to the operation assessment and analysis completed in 2015 by Shellito Training and Consulting.

Attached are the two different organizational charts. One represents the organizational structure of the Center as of July 2021, with certain employees split between the District and the Center, while the other represents the current organizational structure, a hundred percent C.V. Starr.

MCRPD & CV STARR ORGANIZATIONAL STRUCTURE 2021



Finance/Business Manager

Depicted above is the 2021 Organization chart between the District and the CV Starr Center- There was a District Administrator, Business Manager and Finance Officer. When the Center reopened in July 2021, the position of the Business Manager was absorbed by the District Administrator. In September 2022, the position of Finance Officer was eliminated, and all CV Starr finance's function were absorbed by the City of Fort Bragg Finance Department. Eliminating the Business Manager position resulted in savings of \$58,560 per year while eliminating the position of Finance Officer saved another \$61,505 per year. It should be noted that these two positions were shared between CV Starr and MCRPD.

Guest Services Department

In 2021 the Guest Services department had a total of four full-time employees and two part-time employees which were needed to staff the center six days a week from 6 a.m. to 7 p.m. daily with a total personnel cost of \$234,559. Moving forward in 2024 the Guest Services Department will consist of three full-time and one part-time employee with a total personnel cost of \$149,440.00, resulting in a saving of \$85,119.00 annually.

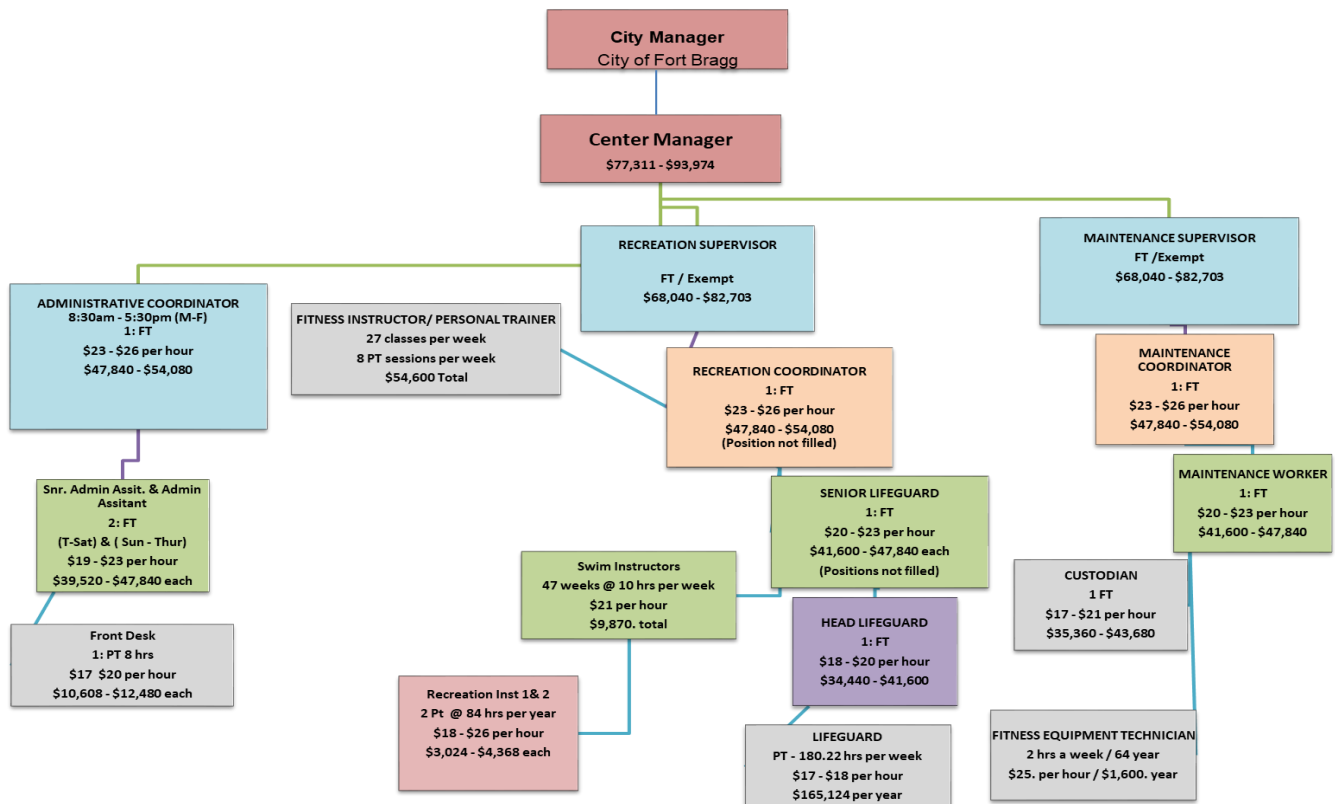
Maintenance Department

The department has four full-time positions, and two part-time positions with a total annual personnel cost of \$238,398. Management is monitoring and evaluating the department's needs to identify possible cost savings while ensuring operational needs are covered.

Recreation Department

The Recreation Department has experienced post-pandemic staffing challenges to fill vacant lifeguard positions. While the management staff has covered the shortages, it has become physically impossible to fill in all the gaps while still trying to keep up with the demands of daily responsibilities. The aquatics side urgently needs to fill one full-time Coordinator and one full-time Senior Lifeguard position. The proposed budget includes \$390,987 in personnel costs, which includes 20 part-time lifeguards averaging 4-10 hours per week. Pre-pandemic, the Center offered 72 fitness classes at an annual cost of \$112,320. Staff evaluated these classes, accounting for attendance levels and the cost of instructors, and recognized the need to reduce the number of classes offered substantially. Management continued to educate themselves on industry standards, by reaching out to similar agencies/facilities, attending various training courses, and a workshop that specialized in financial sustainability. During this workshop, it was realized that no other facilities offer this many classes to their members. It was further recognized that as a publicly funded facility, it is our fiduciary responsibility to be mindful of the programs we are subsidizing, thus creating programs that encompass the greater community. With the proposed changes, the cost of instructor-led classes will decrease to 27 classes at \$54,600. Going forward, in addition to these 27 classes, management will be offering Dance Room availability to independent contractors, opening the doors to create a true community center space that everyone can enjoy for decades to come.

CV STARR ORGANIZATIONAL RE-STRUCTURE 2024

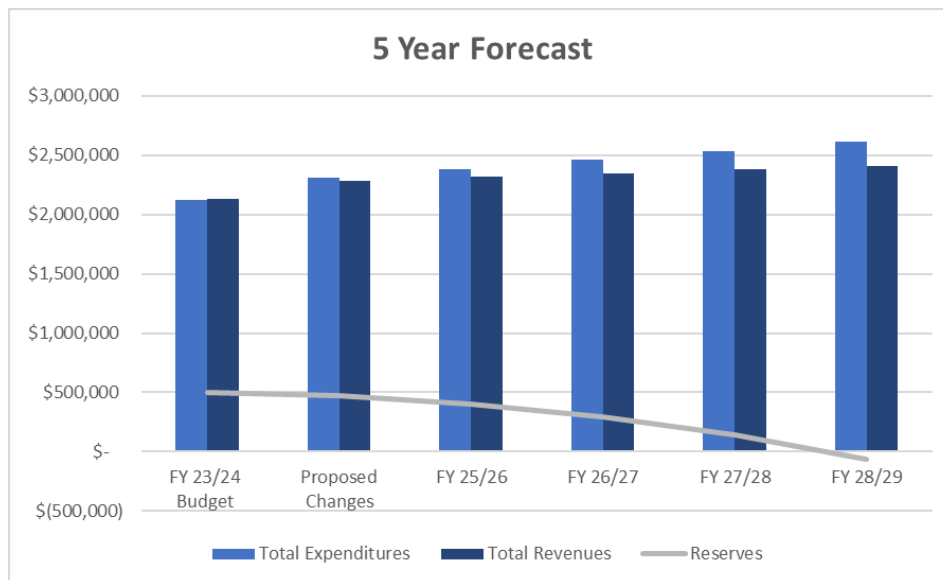


FISCAL IMPACT:

As the City of Fort Bragg integrates approximately 12 full-time employees, 20 part-time employees, and independent contractors, personnel benefit costs are expected to increase to \$528,936. This increase is partially offset by eliminating current CV Starr benefits, resulting in the most substantial cost escalation in the proposed transition. The City's benefits package, covering dental, medical, vision, and CalPERS, can reach up to \$40,000 per employee, depending on the benefit plan and total compensation. Additionally, \$100,000 is allocated as part of the City's Cost Allocation Plan to account for indirect costs like Accounting, IT, and Human Resources, which would be incurred by the C.V. Starr enterprise and reimbursed to the General Fund. Accounting, IT, Legal, and Human Resources are categorized as indirect costs since these shared administrative services expenses benefit the entire City organization.

Each City department or division bears costs for supporting other City departments, and the allocation of indirect costs involves estimating and distributing these expenses to City programs or functions to approximate their full cost. The City has engaged a consultant team to systematically review the City cost allocation plan, incorporating the C.V. Starr Enterprise fund and establishing a rational methodology for fairly charging back the cost of internal services to City departments. C.V. Starr will be responsible for covering their proportionate costs for shared services.

	FY 23/24 Budget	Proposed Changes	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Salaries & Wages	\$ 1,247,167	\$ 974,946	1,004,194	1,034,320	1,065,350	1,097,310
Benefits	108,669	528,936	544,804	561,148	577,983	595,322
Fitness Instructor Classes	83,941	54,600	55,692	56,806	57,942	59,101
Non-Personnel	680,938	655,938	675,616	695,885	716,761	738,264
Cost Allocation(indirect costs)	-	\$ 100,000	105,000	110,250	115,763	121,551
Total Expenditures	\$ 2,120,715	\$ 2,314,420	\$ 2,385,307	\$ 2,458,409	\$ 2,533,798	\$ 2,611,548
Property Taxes	\$ 283,127	285,958	288,818	291,706	294,623	297,569
Sales Tax	1,199,769	1,211,767	1,223,884	1,236,123	1,248,484	1,260,969
User Fees	596,248	746,248	763,248	780,248	797,248	814,248
Other Revenues	50,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Total Revenues	\$ 2,129,144	\$ 2,283,973	\$ 2,315,950	\$ 2,348,077	\$ 2,380,356	\$ 2,412,787
Net Expenditure	\$ 8,429	\$ (30,447)	\$ (69,356)	\$ (110,332)	\$ (153,443)	\$ (198,761)
Reserves	\$ 502,000	\$ 471,553	\$ 402,197	\$ 291,865	\$ 138,422	\$ (60,339)



Based on the projections, a shortfall of \$69k to \$198k in FY28/29 for the next five years would need to be addressed. The projections already include the decrease in the number of fitness classes/programs, resulting in cost savings of \$51,762 and not filling the Guest Services Supervisor position of \$85,000. Staff will continue to evaluate the current staffing model and operating costs to improve the overall cost-effectiveness efficiency to achieve financial stability and maintain the center's operations.

Capital Improvements Program (CIP) -5 year outlook

CV Starr Capital Improvements -Five-Year Fiscal Plan					
CIP Improvements	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
HVAC - AIR INTAKE PROJECT	1,600,000.00				
BACKWASH SYSTEM	8,000.00				
AUTO FILL SYSTEM					
ONE SHOWER IN MEN'S LOCKER ROOM		25,000.00			
MEN'S LOCKER ROOM FLOOR					
WOMEN'S LOCKER ROOM FLOOR					
FIRE PROGRAMER BOX		30,000.00			
ASPHALT SEALING		40,000.00			
HOT WATER BOILER - Heat Building				30,000.00	
HOT WATER BOILER - Heat Building				30,000.00	
PHASE 1 ELECTRICAL BOX - BLD WIDE BREAKERS, ECT - BLD WIDE			40,000.00		
PHASE 2 ELECTRICAL BOX - BLD WIDE BREAKERS, ECT - POOLS			40,000.00		
HRU1 EXHAUST BLOWER - GYM FITNESS ROOM		50,000.00			
HRU2 EXHAUST BLOWER - EAST HALLWAY					50,000.00
HRU3 EXHAUST BLOWER- FIT/DANCE ROOM		50,000.00			
HRU4 EXHAUST BLOWER - SPIN ROOM					50,000.00
HRU5 EXHAUST BLOWER - RECEPTION DESK			50,000.00		
HRU6 EXHAUST BLOWER - FRONT BATHROOMS					50,000.00
HRU7 EXHAUST BLOWER - FRONT OFFICES					50,000.00
HRU8 EXHAUST BLOWER - MULTI- ROOM			50,000.00		
HRU9 EXHAUST BLOWER - LOBBY AREA			50,000.00		
HRU10 EXHAUST BLOWER - CENTER OFFICES			50,000.00		
HRU11 EXHAUST BLOWER - WOMEN'S LOCKER ROOM		50,000.00			
HRU12 HRU10 EXHAUST BLOWER -MEN'S LOCKER ROOM		50,000.00			
HRU13 EXHAUST BLOWER - EAST CORRIDOOR					50,000.00
SKYLIGHTS OVER FRONT DESK			100,000.00		
POOL HEATER - LEISURE POOL BOILER				35,000.00	
POOL HEATER - COMP. POOL BOILER				35,000.00	
TOTAL	1,608,000.00	295,000.00	380,000.00	130,000.00	250,000.00

IMPLEMENTATION/TIMEFRAMES:

The City received notice from the MCRPD District to terminate the operating agreement on August 2, 2023, allowing a 6-month transition period. If approved tonight, the CV Starr team will work with City Staff to ensure a smooth transition on February 11, 2024. The 12 Full-time employees and 20 part-time employees will be integrated into the City of Fort Bragg.

ATTACHMENTS:

- Exhibit A: Employee Compensation schedule
- Exhibit B: Notice from the MCRPD Board
- Exhibit C: C.V Starr Operating Agreement
- Exhibit D: FY 24 CV Starr Adopted Budget

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE INTEGRATION OF THE C.V. STARR COMMUNITY
CENTER AS A CITY-OWNED AND CITY-OPERATED FACILITY, EFFECTIVE
FEBRUARY 11, 2024**

WHEREAS, In August 2009, the C.V. Starr Community Center opened to the Public. Owned and operated by the Mendocino Coast Recreation & Park District; and

WHEREAS, In 2011 the District faced insolvency when its debt obligations and operating expenses far exceeded its revenue source. In October 2011, the District Board authorized the closure of the C.V. Starr Center to address its critical financial situation immediately; and

WHEREAS, In October 2011, the Fort Bragg City Council authorized placing a half-cent sales tax measure before the voters to provide a dedicated revenue stream for the operation, maintenance, and capital improvements at the C.V. Starr Community Center; and

WHEREAS, In November 2011, the Fort Bragg City Council and the Mendocino Coast Recreation and Park District Board of Directors approved an agreement to the terms and conditions of financing the operation of the C.V. Starr Community Center through the Special Sales Tax Measure; and

WHEREAS, on March 6, 2012, voters in the City of Fort Bragg passed Measure A which enacted Ordinance No. 902-2012 authorizing the City of Fort Bragg to levy a half-cent sales tax to make funds ("Sales Tax Revenues") available for the operation and maintenance of the C.V. Starr Community Center including the Sigrid & Harry Spath Aquatic Facility and surrounding property as further described in Exhibit A ("Premises"); and

WHEREAS, the parties entered into a property tax sharing agreement that allows the City to allocate certain revenues ("Property Tax Revenues") for the operation and maintenance of the C.V. Starr Community Center; and

WHEREAS, the City took title to the Premises on May 14, 2012 and on May 9, 2012 entered into an Agreement with the District for the operation and management of the Premises to provide recreational services and activities for the health and welfare of City residents and others in the Mendocino coast region; and

WHEREAS, on September 30, 2013, the Agreement was extended with modifications, in order for the District to operate and manage the Premises in fiscal year 2013/2014; and

WHEREAS, on June 23, 2014, the Agreement was renewed with modifications, in order for the District to operate and manage the Premises through June 30, 2017 and again through June 30, 2022; and

WHEREAS, on June 10, 2022, the Operating Agreement was renewed in order for the District to operate and manage the Premises through August 31, 2022; and

WHEREAS, on July 1, 2022, the District Administrator and City Staff met to review the Operating Agreement, and consensus was reached on a new Operating Agreement for the C.V. Starr Community Center ("CVSCC"); and

WHEREAS, on September 1, 2022, the City of Fort Bragg Finance Department became

responsible for the day-to-day financial operations relating to financial transactions for payroll costs, budgeting, accounts payable, accounts receivable, and other financial operations, previously managed by the CVSCC; and

WHEREAS, the District Board authorized its District Administrator to execute a new Operating Agreement for the CVSCC for a term of three years, which would expire on June 30, 2025; and

WHEREAS, On August 2, 2023, at a Special meeting of the MCRPD, the Board voted unanimously to terminate the operating agreement of the C.V. Starr Community Center and provided the City of Fort Bragg notice to start the process of dissolving the operating agreement immediately; and

WHEREAS, Absorbing the operation of the C.V. Starr Community Center is not to subject to or is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, Section 15323 and 15061(b)(3) as the Resolution allows for the normal operations of an existing public recreational facility and it can be seen with certainty that the proposed action will have no significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT BRAGG RESOLVES, FINDS, AND DETERMINES AS FOLLOWS:

1. The Recitals set forth above are true and correct and are incorporated herein.
2. The absorption of the C.V. Starr Community Center as a city owned and city operated facility is approved effective February 11, 2024.
- 3.

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 _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

RESOLUTION NO. XXXX-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING
A CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN
CONFIRMING THE PAY RATES/RANGES FOR CV STARR EMPLOYEE
ESTABLISHED CLASSIFICATIONS, EFFECTIVE FEBRUARY 11, 2024**

WHEREAS, on September 1, 2022, the City of Fort Bragg Finance Department became responsible for the day-to-day financial operations relating to financial transactions for payroll costs, budgeting, accounts payable, accounts receivable, and other financial operations, previously managed by the C.V. Starr Community Center (“CV Starr”); and

WHEREAS, on August 2, 2023, at a special meeting of the Mendocino Coast Recreation and Park District (the “District”), the District Board voted unanimously to terminate the Operating Agreement for C.V. Starr and provided the City of Fort Bragg notice to start the process of dissolving the operating agreement immediately; and

WHEREAS, the City of Fort Bragg will take over the operations of CV Starr on February 11, 2024, including employing some District employees employed at CV Starr; and

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

WHEREAS, the establishment of this Resolution meets the requirements of California Regulations Section 570.5 as confirmed by the California 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 City is committed to extending the benefits of these former District employees until June 30, 2024. Subsequently, upon meeting eligibility criteria, these former District employees will be enrolled in CalPERS; and

WHEREAS, effective July 1, 2024, all eligible former District employees who are employed by the City full-time will receive benefits in alignment with those provided to other Fort Bragg employees; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg hereby establishes a compensation plan, terms, and conditions of employment for all established classifications.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan to add the compensation plan as presented in “Exhibit A” effective February 11, 2024.

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 22 day of January 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.11.2024 Add CV Starr Employees Reso XXXX-2024

				Step 1	Step 2	Step 3	Step 4	Step 5
C.V. Starr Manager (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.18	3,278.29	3,442.20	3,614.31
Monthly				6,442.59	6,764.72	7,102.96	7,458.11	7,831.01
Annual				77,311.10	81,176.66	85,235.49	89,497.26	93,972.13
Maintenance Supervisor (Non-Bargaining, Confidential)								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
Recreation Supervisor (Non-Bargaining, Confidential)								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
Administrative Coordinator (Non-Bargaining)								
Hourly				20.50	21.53	22.60	23.73	24.92
Bi-Weekly				1,640.00	1,722.00	1,808.10	1,898.51	1,993.43
Monthly				3,553.33	3,731.00	3,917.55	4,113.43	4,319.10
Annual				42,640.00	44,772.00	47,010.60	49,361.13	51,829.19
Senior Administrative Assistant (Non-Bargaining)								
Hourly				17.50	18.38	19.29	20.26	21.27
Bi-Weekly				1,400.00	1,470.00	1,543.50	1,620.68	1,701.71
Monthly				3,033.33	3,185.00	3,344.25	3,511.46	3,687.04
Annual				36,400.00	38,220.00	40,131.00	42,137.55	44,244.43
Administrative Assistant (Non-Bargaining)								
Hourly				16.50	17.33	18.19	19.10	20.06
Bi-Weekly				1,320.00	1,386.00	1,455.30	1,528.07	1,604.47
Monthly				2,860.00	3,003.00	3,153.15	3,310.81	3,476.35
Annual				34,320.00	36,036.00	37,837.80	39,729.69	41,716.17
Administrative Assistant-Part time (1000 Max Annual Hours, Non-Bargaining)								
Hourly				18.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.11.2024 Add CV Starr Employees Reso XXXX-2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Coordinator (Non-Bargaining)								
Hourly				22.00	23.10	24.26	25.47	26.74
Bi-Weekly				1,760.00	1,848.00	1,940.40	2,037.42	2,139.29
Monthly				3,813.33	4,004.00	4,204.20	4,414.41	4,635.13
Annual				45,760.00	48,048.00	50,450.40	52,972.92	55,621.57
Senior Lifeguard (Non-Bargaining)								
Hourly				19.50	20.48	21.50	22.57	23.70
Bi-Weekly				1,560.00	1,638.00	1,719.90	1,805.90	1,896.19
Monthly				3,380.00	3,549.00	3,726.45	3,912.77	4,108.41
Annual				40,560.00	42,588.00	44,717.40	46,953.27	49,300.93
Head Lifeguard (Non-Bargaining)								
Hourly				18.50	19.43	20.40	21.42	22.49
Bi-Weekly				1,480.00	1,554.00	1,631.70	1,713.29	1,798.95
Monthly				3,206.67	3,367.00	3,535.35	3,712.12	3,897.72
Annual				38,480.00	40,404.00	42,424.20	44,545.41	46,772.68
Lifeguard - CV Starr (Non-Bargaining)								
Hourly				18.00	18.90	19.85	20.84	21.88
Bi-Weekly				1,440.00	1,512.00	1,587.60	1,666.98	1,750.33
Monthly				3,033.33	3,276.00	3,439.80	3,611.79	3,792.38
Annual				36,400.00	39,312.00	41,277.60	43,341.48	45,508.55
Lifeguard - Part-time (1000 Max Annual Hours, Non-Bargaining)								
Hourly				18.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.11.2024 Add CV Starr Employees Reso XXXX-2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker II - CV Starr (Non-Bargaining)								
Hourly				20.50	21.53	22.60	23.73	24.92
Bi-Weekly				1,640.00	1,722.00	1,808.10	1,898.51	1,993.43
Monthly				3,553.33	3,731.00	3,917.55	4,113.43	4,319.10
Annual				42,640.00	44,772.00	47,010.60	49,361.13	51,829.19
Maintenance Worker I - CV Starr (Non-Bargaining)								
Hourly				18.50	19.43	20.40	21.42	22.49
Bi-Weekly				1,480.00	1,554.00	1,631.70	1,713.29	1,798.95
Monthly				3,206.67	3,367.00	3,535.35	3,712.12	3,897.72
Annual				38,480.00	40,404.00	42,424.20	44,545.41	46,772.68
Custodian - CV Starr (Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				24.00				
Fitness Equipment Technician (Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				23.00				
Fitness Instructors (Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				32.00				
Recreation Instructor II (Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				25.00				
Recreation Instructor I (Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				22.00				
Recreation Leader (Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				20.00				

Mendocino Coast Recreation and Park District
300 S. Lincoln Street
Fort Bragg, CA 95437

August 8th, 2023

Peggy Ducey
City Manager
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437

Dear Peggy Ducey:

The Mendocino Coast Recreation and Park District (District) is officially requesting an early termination to the Operating Agreement between the City of Fort Bragg and The Mendocino Coast Recreation and Park District for the C. V. Starr Community Center.

The District held a special meeting on August 2nd, 2023 to discuss the agreement. The District feels that the community will be better served if the City of Fort Bragg were to operate the C. V. Starr Community Center. There was a motion to have the Mendocino Coast Recreation & Park District work with the City of Fort Bragg to dissolve the current operating agreement, dated September 1, 2022. In the next few months, MCRPD shall work with the City of Fort Bragg, to ensure a smooth transition while working towards complete independence of each other. It passed with a unanimous vote of the three board members in attendance. Two board members were absent. Effective immediately MCRPD would like to start the process of dissolving the operating agreement.



Barbara Burkey
Mendocino Coast Recreation and Park District
Board Chair

**OPERATING AGREEMENT BY AND BETWEEN THE CITY OF FORT BRAGG
AND THE MENDOCINO COAST RECREATION AND PARK
DISTRICT FOR THE C.V. STARR COMMUNITY CENTER**

This Operating Agreement ("Agreement") is made this 1st day of September, 2022, by and between the City of Fort Bragg, a California general law city ("City"), and the Mendocino Coast Recreation and Park District, a California Recreation and Park District organized under the California Public Resources Code, Section 5780 et seq. ("District") for the operation of the C.V. Starr Community Center.

Recitals

WHEREAS, on March 6, 2012, voters in the City of Fort Bragg passed Measure A which enacted Ordinance No. 902-2012 authorizing the City of Fort Bragg to levy a half-cent sales tax to make funds ("Sales Tax Revenues") available for the operation and maintenance of the C.V. Starr Community Center including the Sigrid & Harry Spath Aquatic Facility and surrounding property as further described in Exhibit A ("Premises"); and

WHEREAS, the Ordinance established that, prior to levying the sales tax, the parties must enter into a property tax sharing agreement and title to the Premises must be transferred to the City; and

WHEREAS, the parties have entered into a property tax sharing agreement that allows the City to allocate certain revenues ("Property Tax Revenues") for the operation and maintenance of the C.V. Starr Community Center; and

WHEREAS, the City took title to the Premises on May 14, 2012 and on May 9, 2012 entered into an Agreement with the District for the operation and management of the Premises to provide recreational services and activities for the health and welfare of City residents and others in the Mendocino coast region; and

WHEREAS, on September 30, 2013, the Agreement was extended with modifications, in order for the District to operate and manage the Premises in fiscal year 2013/2014; and

WHEREAS, on June 23, 2014, the Agreement was renewed with modifications, in order for the District to operate and manage the Premises through June 30, 2017 and again through June 30, 2022; and

WHEREAS, the parties wish to enter into a new Operational Agreement with modifications and additional provisions for a three-year term; and

WHEREAS, the District has authority under the Public Resources Code and other applicable law to organize, promote, conduct, and advertise programs of community recreation that improve a community's quality of life, establish systems of recreation and recreation facilities, maintain and operate recreation facilities, and contract with other public agencies to provide recreation facilities and programs of community recreation within the District's boundaries; and

WHEREAS, the City has authority under the Government Code and other applicable law to contract with any other local agency for the performance of municipal services or functions within the City; and

WHEREAS, the District represents and warrants that it is fully qualified and authorized to perform the services described in this Agreement by virtue of its specialized experience and

training, education and expertise and further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Board of Directors of the District on August 17, 2022, by minute action, authorized execution of this Agreement on behalf of the District; and

WHEREAS, the City Council of the City on August 8, 2022, by Resolution No. 4580-2022, authorized execution of this Agreement on behalf of the City;

NOW, THEREFORE, the City and the District, for the consideration hereinafter described, mutually agree as follows:

Agreement

1. Premises.

City authorizes the District to operate, control, and maintain the Premises and the District agrees to accept the Premises, including all structures, buildings and facilities covered by this Agreement within the property boundary described in Exhibit "A", and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe condition, and, at any termination of this Agreement, to promptly turn back the same to the City in the same or better condition, reasonable wear and tear excepted. The City shall not be obligated to make any alterations, additions, or betterments to the Premises, except as otherwise provided for in this Agreement.

2. Term.

2.1 The term of this Agreement shall commence on September 1, 2022 and terminate at midnight on September 1, 2025, unless earlier terminated by either party as provided in Section 2.2 or extended as provided in Section 2.3.

2.2 Either party may request an early termination of this Agreement. Such a request must be made in writing, and must be made a minimum of six months in advance of the proposed termination date, unless the parties mutually agree in writing to a lesser time. Provided that such written request is timely made, termination shall occur upon the specified termination date. The parties acknowledge and agree that such a termination will require a substantial amount of time to accommodate ongoing obligations at the Premises and to enable full separation of responsibilities and obligations of the parties. The parties agree to cooperate reasonably one with the other in such an event to facilitate such a separation as expeditiously as possible.

2.3 This Agreement may be extended by the written mutual Agreement of the parties.

3. Use of Premises.

3.1 The District agrees to operate, control, and maintain the Premises for the use and enjoyment of the general public in accordance with all applicable Federal, State and City laws, regulations, and policies. The District shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the City.

3.2 Capital improvements to the facilities and structures on the Premises shall be subject to the approval of the City and shall be identified and approved in the Annual Budget along with a schedule for design, construction and completion. Prior to undertaking any capital improvement project, the parties shall confer on the methods and practices for contracting the work and reach Agreement on which party shall oversee the project. All projects shall be competitively bid in accordance with the California Public Contract Code. Title to all capital improvements shall immediately become vested in the City regardless of who constructs or oversees the project.

4. Management and Staffing.

4.1 The District Administrator shall efficiently administer and manage the day-to-day operation of the Premises in accordance with the terms and conditions of this Agreement. The District will consult with the City Manager prior to hiring any District Administrator and provide the City an opportunity to participate in the recruitment, evaluation and hiring of any District Administrator.

4.2 The District Administrator shall report directly to the District's Board of Directors and have authority over all staff hiring decisions as well as all performance review and disciplinary measures. The District Administrator shall submit hiring recommendations to the District Board for confirmation prior to issuing employment offers for key administrative positions (e.g., Business Manager, Recreation Supervisors, Maintenance Supervisor & Guest Services Supervisor). The District Administrator shall manage staff pursuant to applicable District personnel policies. Any such proposed changes shall be subject to the approval of the District Board.

4.3 The District Administrator will ensure that all Center staff are trained in all safety-related matters as required by law or appropriate for all services to be provided by the District. This includes pre-employment screening, fingerprinting, and criminal history checks as required by law.

4.4 The District Administrator shall meet as needed with City staff to review administrative and operational, and budgetary issues related to the operation of the Premises and also consult with City staff on the establishment of detailed fiscal procedures, controls, reporting and auditing requirements. By the last day of each quarter, the City Manager shall submit to the District Manager and District Board a monthly budget reconciliation for the previous month. The City shall submit a monthly budget for review by the District Board, MCRPD will put it in its monthly Board packet. The District may establish its own reporting requirements for the District Administrator.

4.5 The District Administrator will be responsible for

- (i) scheduling programs, activities, rentals and other uses of the Premises with the goal of maximizing use of the facility consistent with budgetary goals and constraints,
- (ii) proposing hours of operation subject to the approval of the District Board,

- (iii) ensuring the establishment of an effective promotion and marketing program for the Premises (including web-based advertising, social media, print media, special events, etc.),
- (iv) developing programs and opportunities for increasing patronage, and
- (v) working jointly with the City, and individually, to seek and secure grants or other sources of funding. He or she shall also reach out to, and identify opportunities to coordinate with other organizations in the local area including, but not limited to the Fort Bragg Unified School District, Mendocino Unified School District, Point Arena Unified School District, Mendocino College, Mendocino Coast District Hospital, Redwood Coast Senior Center, and local Chambers of Commerce.

4.6 At the request of the City, the District will provide the City the opportunity to provide input to the District on the performance of the District Administrator and to raise any issues of concern regarding his or her performance and the management and operation of the Premises.

4.7 The parties agree that there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, sexual orientation, or ancestry, in any activity or membership offered pursuant to this Agreement.

5. Operating Manual.

The District Administrator, with the assistance of District and City staff, shall prepare, and keep regularly updated, an Operating Manual containing the day-to-day operating procedures and protocols for the Premises. The Operating Manual, and any subsequent substantive changes, shall be subject to prior review by the City Manager and the approval of the District Board with a current copy provided to the City at all times. All procedures and protocols contained in the Operating Manual shall conform and be consistent with all applicable City ordinances, regulations, rules and policies. The Operating Manual shall include, but not be limited to:

- Customer service procedures and protocols
- Facility use reporting requirements
- Daily and long-term maintenance requirements, inspection requirements, and preventative maintenance schedules
- Licensing and permitting requirements
- Energy efficiency protocols
- Security systems and procedures (including key control policy)
- Emergency action plan
- Illness, Injury and Prevention Plan
- Safety Program (OSHA protocols, hazard mitigation, safety practices, safety training, incident reporting procedures, etc.)
- Lifeguard and Pool policies and procedures for the Aquatic Facility
- Volunteer policies
- Policies and procedures for the Skate Park Facility, Dog Park, Outdoor Fitness & BBQ Area, and Petanque Courts

- Facility use and rental procedures/risk transference protocols, including provisions regulating alcohol consumption at special events on the premises
- Accessibility procedures and protocols compliant with the requirements of the Americans with Disabilities Act of 1990 and all related regulations, guidelines and amendments
- Solid waste disposal and recycling procedures for facility, including provisions for food-waste recycling at special events held at Premises

6. Programs.

The District shall provide, at a minimum, aquatics and fitness programs, enrichment classes, and special events at the C.V. Starr Center. The District and the City desire a seamless offering of such programs in Fort Bragg and for the C.V. Starr Center to be utilized to the maximum extent possible.

The District's Just For Kids, Assets, KUDOS, and Adult & Youth Sports programs shall remain independent District programs paid for out of separate District revenues not otherwise dedicated to this Agreement. The parties agree to consult with one another from time to time on whether these programs and others serving the Fort Bragg area should be brought within the framework of this Agreement.

Special events developed by the District to raise funds for the District, such as the Aquathon, the Coast Cup Soccer Tournament and the Jesse Ales Memorial Men's Softball Tournament, shall remain independent District fundraisers.

7. Grounds and Facilities.

7.1 Except as provided in this Agreement, the City shall retain all of its rights, title and interest, as such may appear, in the grounds, buildings, structures and all other improvements and equipment on the Premises. Subject to the approval of the District Administrator, equipment owned by organizations using the Premises (including the District) may be stored on the Premises and restricted to the use of the organization's members/guests. Such equipment shall be marked and clearly identifiable.

7.2 The cleanliness and sanitation of the Premises shall be a top priority. All buildings, facilities, and grounds shall be kept in a neat and clean condition at all times including appropriate containers through-out the Premises for non-recyclable and recyclable wastes. The District shall use reasonable means to ensure that recyclable wastes are separated and available for collection pursuant to the applicable terms and conditions of the City's current franchise agreement for such collection.

7.3 All equipment and furnishings on the Premises will be maintained in good working condition and any necessary maintenance and/or repairs shall be performed on a timely basis. Regular maintenance schedules shall be established and adhered to and regular reports regarding maintenance activities will be required to be maintained and available for inspection by City staff. The C.V. Starr Director shall promptly notify the City and District Board of any and all facility and/or equipment

maintenance, repair or replacement issues that arise which have not been identified and/or funded through the Annual Budget.

- 7.4 The District is responsible for maintaining its portion of any shared resources in accordance with the cost allocation methodology approved in the Annual Budget.
- 7.5 Meeting rooms shall be made available free of charge for use by City or District staff subject to availability.
- 7.6 The City retains the right to enter the Premises at any time to ensure the District's compliance with the terms and conditions of this Agreement and to exercise any of the rights granted to the City by this Agreement.

8. Budget and Funding.

- 8.1 The parties agree that it is the intent of the arrangement governed by this Agreement that the District shall operate and maintain the Premises pursuant to an annual budget ("Annual Budget") and fee schedule ("Fee Schedule") approved by the City Council. (For purposes of this Agreement, "fiscal year" shall mean the twelve consecutive months beginning July 1 of the year first referenced and ending June 30 of the year last referenced.)
 - a. For each fiscal year covered by this Agreement, the Annual Budget and Fee Schedule will be approved by the City Council prior to June 30 of the prior fiscal year.
 - b. In February or another agreed upon date of each year, the City Manager, in consultation with the City Council, and the District Administrator, in consultation with the District Board, shall develop budget assumptions related to the operating budget for the Premises for the following fiscal year. During this process, the District Administrator and City Staff shall work together regarding proposed changes to personnel costs (including but not limited to: new or changed job classifications, new staff positions, modifications to compensation schedules, modifications to employee benefits, cost of living adjustments, costs for employee training, compliance costs associated with updated public health or safety regulations and/or newly enacted statutes impacting workplace management, etc.).
 - c. Before March 15, or on another mutually-agreed upon date, the City Manager with input from the District Administrator and CV Starr Staff shall develop the proposed Annual Budget and Fee Schedule for presentation to the City Council and District Board at a joint workshop(s).
 - d. The City Manager shall review the proposed Annual Budget and Fee Schedule and authorize its submittal to the City Council for action to adopt the Annual Budget and Fee Schedule prior to presentation to the District Board.
 - e. The Annual Budget will include estimated revenues from activities, rentals, sales and other usage of the Premises, as well as projected Sales Tax and Property Tax Revenues. The Annual Budget will also include estimated line item costs and expenses related to the operation and maintenance of the Premises, including wages and benefits, program expenses, utilities

and overhead, general and administrative expenses, City costs for administration of this Agreement, and the provision of support services to the District, and operating, repair and maintenance, and capital improvement reserve funds.

- f. The Annual Budget will include a payment to the District equal to 2.0% of the Operating Revenue from the most recently audited annual financial statement (including general admission, discounts, rentals, registration, merchandise, and miscellaneous) as valuable consideration for the District's administration of this Agreement.
- g. The Fee Schedule will include rates for facility use, room rentals, programs, and services intended to encourage maximum use of the Premises while providing sufficient revenue to cover annual operating expenses.
- h. Free or discounted memberships and/or passes may be authorized as part of the Fee Schedule or as a separate addendum. Unless expressly authorized in the Annual Budget and Fee Schedule, free or discounted memberships and/or passes are prohibited.
- i. The proposed Annual Budget and Fee Schedule will be included in the City Manager's annual budget recommendation to the City Council and shall be subject to modification by the City Council prior to final approval by the Council at its sole discretion.

Once the Annual Budget and Fee Schedule are approved by the City Council, the City shall notify the District and the approved Annual Budget and Fee Schedule shall be implemented by the District Administrator for the upcoming fiscal year. The District shall be responsible for notifying the City of any anticipated cost overruns on a timely basis. The Annual Budget and Fee Schedule may be modified by the City Council, at its sole discretion, to address unanticipated expenses or revenue shortfalls.

- 8.2 The City will establish and administer an enterprise fund in which will be deposited the Sales Tax and Property Tax Revenues. The City shall be the account holder and administrator for all bank accounts associated with funding the operation of the C.V. Starr Center. Transfers from the enterprise fund to the operating accounts for the C.V. Starr Center shall be made by the City with the Consent of the District Administrator on an as needed basis solely for the purposes of carrying out its obligations under this Agreement in accordance with the Annual Budget. The City shall maintain a dedicated bank account, with the City and District each holding signatory authority, to hold all transferred Sales Tax and Property Tax Revenues and all revenues generated from its operation of the Premises. The City will operate the Premises as a stand-alone financial enterprise distinct from other City operations and will cause to be implemented separate payroll and accounting systems.

The intent of this Agreement is for the City shall be responsible for the day to day financial operations relating to all financial transactions for payroll costs and budgeting, accounts payable, accounts receivable, and other financial operations, previously managed by the C.V. Starr Finance Officer.

Certain resources are shared between the District and the CV Starr Center. Costs for shared resources are allocated according to an allocation plan which is adopted annually as part of the budget preparation and approval process.

All revenues transferred from the City enterprise fund to the designated bank account and all revenues generated by the District from its operation of the Premises shall be used for the maintenance, operation, and administration of the Premises. Any portion of such revenues that may exceed the costs of maintaining, operating, and administering the Premises as provided in this Agreement shall be remitted to the City to be used solely for the costs of (i) operating and maintaining the Premises, (ii) any capital improvements at the Premises, or (iii) other parks and recreation purposes within the City, or for deposit in the operating, repair and maintenance and/or capital reserve funds. The City will ensure that all Sales Tax Revenues are used in accordance with the limitations of Ordinance No. 902-2012 as approved by the voters.

- 8.3 The City and the District shall undertake a mid-year budget review process in which the City Manager will be responsible for providing a report to the City Council and District Board detailing all revenues received, costs incurred, and expenditures paid for the current fiscal year, as well as any estimated changes to the budget assumptions approved by the Council in the Annual Budget. The report shall also identify any new capital improvements not identified in the Annual Budget process as well as any additional information requested by the Council relating to the District's operation and maintenance of the Premises. After providing the report, the City Council may approve modifications or adjustments to the Annual Budget at its sole discretion.

9. Audits, Record Retention, and Inspection.

- 9.1 At all times during the term of this Agreement, the City shall keep separate, true, and complete books, records, and accounts of all income and fees received and expenditures made relating to the services being performed by the District hereunder. The parties understand and agree that they are public entities and, as such, are subject to various laws including, but not limited to, the California Public Records Act, and, as such, members of the public as well as representatives of governmental agencies have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or other records of each party relating to this Agreement. Such material, including, but not limited to, all pertinent costs, accounting, and financial records shall be retained by each party for a period of at least five (5) years after their creation date.

10. Dispute Resolution.

- 10.1 Any dispute between the parties concerning the terms or conditions of this Agreement shall be resolved by the City Manager, the District Administrator, and if requested by the District, a representative of the District Board. If the parties cannot come to an agreement, the City Manager's decision shall be binding unless review is requested per Section 10.2.
- 10.2 If the City Council or District Board desire to review the City Manager's decision, the party desiring review shall notify the other party and an ad hoc committee will be formed consisting of two members of the City Council and two members of the District Board. The ad hoc committee shall have 45 days to make a recommendation.

- 10.3 If, after receiving the recommendation of the ad hoc committee, or 45 days following the formation of the committee if no such recommendation is made, either the City Council or District Board desire to submit the dispute to non-binding mediation, the party requesting mediation shall notify the other party. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will be concluded within 45 days from the commencement of the mediation unless a time requirement is extended upon the request of both parties. In the event of any dispute between the parties as to the accuracy of a party's books and records, the mediator may choose an independent auditor to conduct an investigation of the disputed matter.

11. Indemnification.

To the maximum extent permitted by law, the District shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the District's, management of the facilities and programs, including without limitation its officers, officials, employees, agents, subcontractors, or volunteers, failure to comply with any of the terms of this Agreement.

The District's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the District's inability to evaluate potential Liability, or because the District evaluates Liability and determines that the District is not or may not be liable. The District must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the District fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the Sales Tax and Property Tax Revenues as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the District accepts the tender, whichever occurs first.

The District waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the District arising out of or in connection with the District's failure to comply with any of the terms of this Agreement.

12. Insurance.

- 12.1 Before commencing performance of the Agreement, the District must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement by the District or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements, or other comparable documentation, evidencing insurance coverage that meets the requirements of this section including naming the City, its officers, employees, agents and volunteers as additional insureds. The

coverage shall be primary as to any loss arising out of this Agreement. In the event the District participates in a public risk sharing pool, that pool shall provide evidence of coverage and shall provide City with an endorsement to the JPA Memorandum of Coverage adding the City as an additional covered party for the limits provided in this Agreement. An allocable portion of the District's costs for insurance required under this Agreement will be included in the Annual Budget.

- 12.2 The District must maintain the coverages required by this Agreement throughout the term. The District may not allow any subcontractor to commence work on the Premises until the District and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.
- 12.3 The District must maintain Workers' Compensation Insurance and Employer's Liability Insurance (EPLI) for any and all persons employed directly or indirectly by the District. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the services to be provided under this Agreement.
- 12.4 The District must maintain (i) Commercial General Liability insurance, or participate in a public risk-sharing pool, for the term of this Agreement in an amount not less than TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) per occurrence, combined single limit coverage for risks associated with its obligations under this Agreement and (ii) Automobile Liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with its obligations under this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 12.5 Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.
- 12.6 Except for Workers' Compensation, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:
- a. City and its officials, officers, employees, agents, and volunteers shall be additional covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of the District, products and completed operations of the District; premises owned, occupied, or used by the District; and automobiles owned, leased, or used by the District. The coverage may contain no special limitations on the scope of

protection afforded to City or its officials, officers, employees, agents, or volunteers.

- b. Required insurance coverage must be primary insurance with respect to the City and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by the City may be called upon to contribute to a loss under the coverage.

12.7 Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

- a. Any failure of District to comply with reporting provisions of the policy shall not affect coverage provided to the City and its officers, employees, agents, and volunteers.
- b. Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

12.8 All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A unless otherwise approved by the City.

13. Notices.

Any notice, consent, authorization or other communication to be given shall be in writing and deemed duly given and received when (a) delivered personally, (b) transmitted by facsimile, (c) one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or (d) three business days after being mailed by first class mail, charges and postage prepaid, and in all cases properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed.

In the case of notices to be given to the City, notice shall be addressed as follows:

City Manager
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437

With a copy to:

City Clerk
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437

In the case of notices to be given to the District, notice shall be addressed as follows:

District Administrator
Mendocino Coast Recreation & Park District
300 South Lincoln Street
Fort Bragg, CA 95437

Either party may change its address or other contact information by giving notice in writing to the other party as specified in this section.

14. Amendments.

This Agreement shall only be amended by a writing signed by both parties after approval by the City Council and District Board.

15. Appropriations.

The payment of any obligations of the City described in this Agreement is subject to the annual appropriation of funds for said payments by the City Council.

16. Miscellaneous Provisions.

16.1 Good Faith and Cooperation. The City and the District agree that it is in their mutual best interest and in the best interest of the public that the Premises be operated and managed as herein agreed and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

16.2 Severability. If any provision of this Agreement, or the application of such provision to any party or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such party or circumstance other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

16.3 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to that state's conflict of laws principles.

16.4 Entire Agreement. This Agreement contains the entire Agreement of the parties and supersedes all prior to contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties regarding the subject matter hereof.

16.5 Parties in Interest. Nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any party other than the parties nor shall anything in this Agreement relieve or discharge the obligation or liability of any third party to any party to this Agreement nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

16.6 Waiver. Failure of either party to complain of any action, non-action or default of the other party shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action or default. Waiver by the District or the City of any right or any default hereunder shall not constitute a waiver of any subsequent default of the same obligation or for any other default, past, present or future. No payment by a party, or acceptance by the other party, of a lesser amount than shall be due from one party to the other shall be treated otherwise than as a payment on account. The acceptance by a party of a check for a lesser amount, with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and a party may accept such

check without prejudice to any rights or remedies which it may have against the other party.

- 16.7 Construction. This Agreement has been negotiated by the parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and without strict construction in favor of or against any party.
- 16.8 No Assignment. This Agreement, nor any part of it nor any right or obligation arising from it shall be assigned without the express written consent of the parties.
- 16.9 Subcontracting. The District may subcontract portions of the services to be provided under this Agreement only with the prior written approval of the City. The District will be solely responsible for payment to such subcontractors and no contractual relationship will exist between any subcontractors and the City.
- 16.10 Independent Contractor Status. The parties shall at all times be acting as independent contractors. This Agreement is not intended, and shall not be construed to create the relationship of servant, employee, partner, joint venture or association as between the parties. The parties understand and agree that any of their personnel furnishing services to the Premises under this Agreement are employees solely of the party which hired such personnel for purposes of wages, salaries, workers' compensation liability and for purposes of receiving all other types of employee benefits including, but not limited to, retiree pension and health benefits. The parties shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel hired by them for injuries arising from or connected with services performed under this Agreement, and shall bear the sole responsibility and liability for paying compensation and furnishing all other employee benefits as described herein to any personnel hired by them.

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

MENDOCINO COAST RECREATION AND PARK DISTRICT

DocuSigned by:
 By: Moneque Wooden
 Moneque Wooden
 Administrator

CITY OF FORT BRAGG

APPROVED AS TO FORM:

DocuSigned by:
 By: Peggy Ducey
 Peggy Ducey
 City Manager

DocuSigned by:
Keith Collins
 Keith F. Collins
 City Attorney

ATTEST:

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

"Exhibit A"

Legal Description of Premises

That certain real property situated in the City of Fort Bragg, County of Mendocino, State of California and being a portion of Section 7, Township 18 North, Range 17 West, Mount Diablo Meridian, more particularly defined and lying within the following described boundaries:

The bearing used in this description are in terms of the California State Grid, Zone 2.

Commencing at the Southwest corner of the intersection of Maple and Lincoln Streets, described by deeds of record as being East, 3330 feet and South 2300 feet of the section corner common to Sections 6 and 7, Township 18 North, Range 17 West, and Sections 1 and 12, Township 18 North, Range 18 West, Mount Diablo Meridian; thence from said point of commencement South 88° 36' 40" East, 57.44 feet to the true point of beginning; thence from said true point of beginning and along the exterior boundary lines of the parcel of land to be described as follows:

North 0° 45' 30" East along the Easterly sideline of Lincoln Street as it now exists, 288.58 feet to an intersection with the Southerly sideline of Willow Street as it now exists; thence South 88° 51' 31" East along said Willow Street sideline 571.27 feet; thence South 1° 37' 50" West along the Westerly sideline of an alley as now fenced, 395.67 feet; thence leaving said alley sideline North 87° 39' 45" West, 391.07 feet; thence South 0° 53' 42" West, 30.86 feet; thence North 88° 51' 31" West, 174.25 feet to a point in the Easterly sideline of the above mentioned Lincoln Street; thence North 0° 45' 30" East along said street sideline 129.78 feet the true point of beginning.

APN: 008-280-62



**CITY OF
FORT BRAGG**

Fiscal Year 2024 Adopted Budget



CV STARR

C.V. STARR COMMUNITY CENTER

OVERVIEW

The C.V. Starr Community Center and Sigrid & Harry Spath Aquatic Facility (C.V. Starr Center) is a 43,000 square foot facility that includes an indoor water park, fitness, exercise and weight rooms and meeting rooms for community use. Its grounds include a dog park, a skateboard park, petanque courts and picnic and BBQ facilities. The City owns the facility and receives restricted sales tax and property tax revenues to help offset the costs of operation, maintenance and capital improvements at the C.V. Starr Center. These restricted sales and property tax funds are held in the C.V. Starr Enterprise Fund.

SUMMARY OF SERVICES

The City contracts with the Mendocino Coast Recreation and Parks District (MCRPD) for day-to-day operation and maintenance of the C.V. Starr Center.

GOALS AND OBJECTIVES

- Continue to coordinate with the MCRPD to ensure the efficient and effective operation of the C.V. Starr Center in accordance with the Operating Agreement between the City and the MCRPD.
- Continue to ensure that financial procedures and fiscal controls are effectively implemented to address accounting, cash handling, payroll processing, purchasing and procurement, inventory controls, record-keeping, auditing and reporting.
- Coordinate closely with the MCRPD District Administrator to ensure completion of necessary maintenance and repairs and implementation of capital improvement projects.

FY 2022/23 TOP ACCOMPLISHMENTS

- Successful offered several lifeguard training classes, which allowed the C.V Starr Center's pools to remain open at approximately 85% of pre-pandemic hours.
- Offer several fitness classes, both on land and in the water. Fitness classes create a large draw of memberships; 90% of our fitness classes have returned. We have also been able to add several youth dance classes. These classes are new to the center, with attendance near capacity at almost every single class.
- The center was finally able to hire two Spin Instructors, which has allowed live spin classes to resume. These classes are wildly popular.
- The C.V Starr Center ran its first two-day Winter Workshop enrichment class. Both days were filled with children enjoying arts, crafts and of course swimming. We hope to continue to offer more and more enrichment classes as staffing permits.
- Considering the current staffing challenges, we were able to reach our goal of opening the C.V. Starr Center 7 days a week. We were not able to do this in FY2021/2022
- Both the leisure pool and the competition pools aging boilers were replaced

- New chemical/chlorine water balancing equipment was installed.
- We are on track to have the ultraviolet disinfecting equipment installed by the end of fiscal year.

FY 2023/24 Top Priorities

- Increase the number of trained lifeguards, thus allowing the C.V. Starr Center to extend its newly added Friday hours and obtain full pre-pandemic operational hours.
- Work towards adding new memberships to achieve pre-pandemic levels.
- Continue to work with both the City of Fort Bragg and Visit Fort Bragg to increase the visibility of the center and bring awareness of what the C.V. Starr Center has to offer to a larger demographic area. Become more creative with ways to increase memberships; add promotional offerings.
- Off-set the rising cost of day-to-day operations and minimum wage increases, by taking a realistic approach in raising the center's fees.
- Negotiate a higher reimbursement rate with Silver Sneakers.
- Supersede pre-pandemic daily fee passes.
- Complete several much-needed capital improvement projects, such as replacing the facility's flat roof, replacing the facility's air handling system, and resealing the parking lot.



Budget Overview

The CV Starr Adopted Operating Budget for FY 2023/24 is \$2.1 million, an increase of 17% from the prior year. Personnel costs are budgeted to increase by 31%, mainly from adding two senior lifeguard positions at an annual cost of \$60K/each and increasing the employer contribution for health insurance from \$800 to \$1,200. Hiring and retaining lifeguards have been challenging in recent years, which affects operations. The two new positions would allow the center to extend its newly added Friday hours, obtain full pre-pandemic operational hours relying less on part-time lifeguards, which has been a challenge in hiring and retaining

Additionally, worker's compensation insurance is rising by 5%. Non-Personnel costs are also expected to increase by 6% due to utility cost increases in propane and electricity, which have doubled in price in the last few years. The Marketing Budget is proposed to increase by \$14K to help drive an increase in memberships by offering promotions and advertisement campaigns. Training and travel Budgets for Staff are also projected to increase as the center focuses on investing and developing Staff.

The City is actively seeking Grants to fund several of the needed Capital Improvement projects, which include replacing the Flat Roof and resealing the parking lot and the water slide staircase. The Adopted Budget includes \$1.6 million to fund the HVAC Air intake System, funded from the CV Starr Capital reserves. Overall, the fund's reserves are projected to be reduced from \$2.3 million to \$1.1 million by the end of the fiscal year.

A newly proposed Recession reserve is being included in the Budget of \$216K, equivalent to 10% of operating expenditures, to stabilize the delivery of services during periods of severe operational budget deficits and mitigate the effects of significant unforeseen changes in revenues and expenses as typically experienced during times of recession.

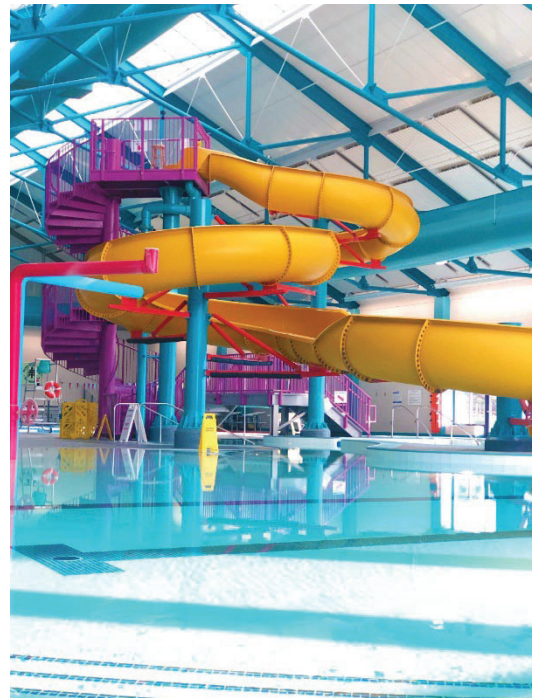
The projected Fund balance for the fund in June, 30, 2024:

Recession Reserves: \$216,071

Operating Reserves: \$974,706

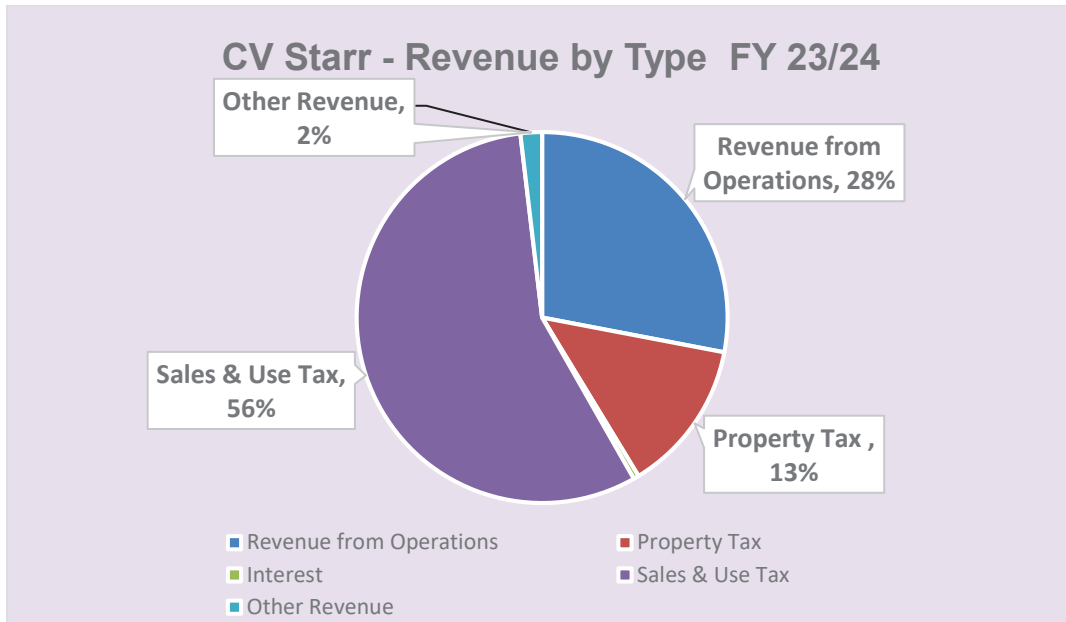
Capital Reserves: -

Revenues projections are conservative with just a 1% increase overall. Charges for services are expected to increase by 3% though, with the planned marketing and promotions campaigns which will likely increase memberships. Additionally, the center will be open on Fridays going into the new fiscal year which will also increase staffing and operating costs.



CV STARR ENTERPRISE FUND - OPERATING BUDGET
FUND 810
DEPARTMENT: 4812, 4813, 4814, 4815

Description	22/23 FYE Projected	FY 2023/24 Adopted Budget	% + /-
Expenditure			
Personnel Services	\$ 1,165,880	\$ 1,439,777	23%
Non-Personnel Services	639,696	680,938	6%
Total Departmental Expenditure	1,805,575	2,120,714	17%
Revenue			
Revenue from Operations	578,882	596,248	3%
Property Tax	280,324	283,127	1%
Interest	10,000	10,000	0%
Sales & Use Tax	1,193,693	1,199,769	1%
Other Revenue	40,000	40,000	0%
Total Departmental Revenue	2,102,899	2,129,144	1%
Net Expenditure	297,323	8,430	-97%



BUDGET EXPENDITURE DETAIL:

Fund #810 CV Starr

Departments: 4812, 4813, 4814, 4815

Object	Description	FY 2023/24		
		22/23 FYE Projected	Adopted Budget	% +/-
0100	Salaries & Wages	\$ 901,312	\$ 1,132,480	26%
0200	Emp Benefits-CV Starr	264,568	307,297	16%
	Personnel Services	1,165,880	1,439,777	23%
	Administrative Expenditures			
0311	Legal - CV Starr	5,000	2,000	-60%
0312	Auditing & Accting - CV Starr	9,000	9,000	0%
0317	Recruitment Costs	1,471	1,500	2%
0319	Professional Services	17,980	-	-100%
0320	Dues and Memberships	2,300	2,000	-13%
0351	Equipment Repair & Maint	3,000	5,000	67%
0362	Telephone & Communications	12,000	12,000	0%
0365	Printing & Copying Costs	7,127	8,000	12%
0366	Travel and Training	1,840	2,000	9%
0372	Postage	600	600	0%
0373	License & Permits	11,550	5,000	-57%
0375	General Supplies	4,800	5,280	10%
0399	Admin Costs Allocation - CVSC	10,000	10,000	0%
0619	Miscellaneous	1,850	-	-100%
0741	Machinery & Equipment	6,132	-	-100%
4111	IT Services	25,419	25,419	0%
4115	Insurance	24,166	30,208	25%
4116	Bank Fees	1,000	4,800	380%
4117	LAFCO & Property Tax	5,811	5,811	0%
	Total Administrative Expenditures	151,046	128,618	-15%

Facilities/Maintenance

0101	Professional Services	1,000	1,000	0%
0343	Chemicals	32,896	25,000	-24%
0351	Equipment Repair & Maint	35,000	55,000	57%
0210	Travel & Training	2,000	4,000	100%
0312	General Supplies	40,864	35,000	-14%
0351	Uniforms	1,000	2,000	100%
0383	Small Tools & Equipment	1,000	2,000	100%
0319	Utilities	330,000	350,000	6%
	Total Facilities/Maintenance	443,760	474,000	7%

Continued on next page

BUDGET EXPENDITURE DETAIL (CONTINUED):

Fund #810 CV Starr

Departments: 4812, 4813, 4814, 4815

Object	Description	22/23 FYE Projected	FY 2023/24 Adopted Budget	% + /-
Guest Services				
0320	Dues & Membership	1,000	3,100	210%
0365	Copying and Printing	500	500	0%
0366	Travel & Training	-	3,000	100%
0375	General Supplies	500	1,800	260%
0378	Uniforms	700	700	0%
4114	Marketing and Promotions	1,000	15,000	1400%
4117	Merchandize & Art Sales	3,000	5,000	67%
	Total Guest Services	6,700	29,100	334%
Recreation/Program Expense				
0320	Dues and Memberships	1,000	1,400	40%
0366	Travel and Training	2,370	9,000	280%
0373	License & Permits	8,000	8,000	0%
0375	General Supplies	4,000	4,000	0%
0376	Program Supplies	8,620	8,620	0%
0377	Pool Side Supplies	9,300	9,300	0%
0380	Gym Side Supplies	2,200	2,200	0%
0378	Uniforms	2,200	2,200	0%
0379	Honorarium Expenses	500	4,500	800%
	Total Recreation/Program Expense	38,190	49,220	29%
	Non-Personnel Services	639,696	680,938	6%
Capital Improvements				
0751	Capital Improvements	277,000	1,686,226	509%
	Capital Improvements Total	277,000	1,686,226	509%
	Total CV Starr Enterprise	\$ 2,082,575	\$ 3,806,940	