



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 9, 2023

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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 9, 2023 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87215558757>

*Or Telephone: +1 669 444 9171 or +1 719 359 4580 (*6 mute/unmute; *9 raise hand)*

Webinar ID: 872 1555 8757

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [22-614](#)** Adopt Certificate of Completion for the CV Starr Center's Lighting Controller Watt Stopper Upgrade Project and Direct City Clerk to File Notice of Completion

Attachments: [Certificate of Completion](#)
[Notice of Completion](#)

- 5B. [22-615](#)** Adopt City Council Resolution Authorizing Amendment to the FY 2022-23 Budget (Amendment No. 2022/23-11) to Roll Over Unused Police Vehicle Fleet Funds from FY 2021-22

Attachments: [RESO BA 2022-23-11 Vehicle Replacement Fund Rollover](#)
[Exhibit A Budget Amendment 2022-23-11](#)
[Exhibit B FY 22/23 Adopted Vehicle Replacement Plan](#)

- 5C. [22-626](#)** Adopt City Council Resolution Approving the Establishment of Administrative Analyst - Police Classification and Establish Salary Rate Compensation Plan and Confirming All City of Fort Bragg Established Classifications

Attachments: [RESO Admin Analyst - Police](#)
[Exhibit A](#)

- 5D. [22-632](#)** Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 23-24 (FY

23/24; July 1, 2023 - June 30, 2024) Pursuant to Health and Safety Code Section 34177(l)

Attachments: [RESO ROPS FY 23-24](#)

[ROPS FY 23-24](#)

- 5E. [22-639](#) Adopt City Council Resolution Approving an Amendment to the Agreement Between the City of Fort Bragg and M-Group for the Provision of Planning Services to Process CDP 6-22 And Design Review 18-22 CalTrans ADA Upgrades Increasing Contract Amount by \$2,889 for a Total Not To Exceed Amount of \$16,114

Attachments: [RESO M-Group CalTrans 1st Amendment](#)

[Fort Bragg Caltrans ADA upgrades to SR 1](#)

[M-Group Contract](#)

[M-Group 1st Amendment](#)

- 5F. [22-640](#) Adopt Updated City Council Resolution Authorizing City Manager to Represent the City of Fort Bragg During the Application Process for Funding Assistance from the Drinking Water State Revolving Fund for the Rehabilitation of the City's Water Treatment Plant and Finished Water Tank Project

Attachments: [Att. 1 CWRCB Reso](#)

- 5G. [22-641](#) Ratification of the Existence of Emergency Situation Regarding Severe Weather Event Authorizing January 3, 2023 Emergency City Council Meeting

- 5H. [22-643](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: [RESO Authorize Remote Meetings](#)

- 5I. [22-644](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5J. [22-646](#) Receive and File Minutes of the August 11, 2022 Public Works and Facilities Committee Meeting

Attachments: [08112022 PWF Meeting Minutes.pdf](#)

- 5K. [22-647](#) Receive and File Minutes of the September 8, 2022 Public Works and Facilities Committee Meeting

Attachments: [09082022 PWF Meeting Minutes](#)

- 5L. [22-627](#) Receive and File Minutes of the February 16, 2022 Public Safety Committee Meeting

Attachments: [PSCM 2022-02-16](#)

- 5M. [22-648](#) Approve Minutes of December 12, 2022

Attachments: [CCM2022-12-12](#)

- 5N. [22-649](#) Approve Minutes of Special Emergency Meeting of January 3, 2023

Attachments: [CCM2023-01-03](#)

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. [22-622](#) Conduct Public Hearing, Receive Report, Receive Finance & Administration Committee Recommendation, and Consider Adoption of City Council Resolution Approving the City's General Plan Maintenance Fee

Attachments: [01092023 General Plan Maintenance Fee Staff Report](#)

[Att. 1 - RESO General Plan Maintenance Fee](#)

[Att. 2 - RESO Ex. A - General Plan Maintenance Fee Analysis](#)

[Att. 3 - General Plan Maintenance PH Notice](#)

[Public Comment 7A](#)

8. CONDUCT OF BUSINESS

- 8A. [22-621](#) Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with HDR Engineering, Inc for the Preparation of the Water Distribution System Master Plan, City Project No. WTR-00023, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$818,505; Account No. 651-6128-0731)

Attachments: [01092023 Water Master Plan PSA Report](#)

[Att 1 - RESO PSA Water Master Plan](#)

[Att 2 - RFP Response List - Water Distribution System](#)

[Att 3 - Water Distribution System RFP](#)

[Att 4 - HDR Scope of Work](#)

[Att 5 - KASL Scope of Work](#)

[Att 6 - HDR Contract - Water Dist System](#)

- 8B. [22-636](#) Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases

Attachments: [01092023 RWS Disposal Rate Adjustment](#)

[Att 1 - Resolution](#)

[Att 2 - RESO Exhibit A - RWS Rate Increase](#)

[Att 3 - RWS Solid Waste Franchise Agreement](#)

9. CLOSED SESSION**ADJOURNMENT**

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

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, JANUARY 23, 2022**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on January 5, 2022.

June Lemos, MMC
City Clerk

NOTICE TO THE PUBLIC:**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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

File Number: 22-614

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Certificate of
Completion

Agenda Number: 5A.

Adopt Certificate of Completion for the CV Starr Center's Lighting Controller Watt Stopper Upgrade Project and Direct City Clerk to File Notice of Completion

Earlier this year, the Fort Bragg City Council accepted the bid and entered into contract with the lowest responsible bidder, Fort Bragg Electric, for the provision of materials, equipment and labor for the completion of the Lighting Controllers Watt Stopper Upgrade Project for the C.V. Starr Community Center. The projects final cost was \$30,949.00.

Following acceptance of the Certificate of Completion by the City Council, the City Clerk will file a Notice to Completion with the Mendocino County Recorder.



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with Fort Bragg Electric for labor, materials, equipment, and supervision for the CV Starr Community Center Lighting Controller Watt Stopper Upgrade Project as shown in the Plans and Specifications have been completed.

This project as described above was awarded by the City of Fort Bragg Council by resolution at their meeting of June 27, 2022.

It is recommended that the completed project be accepted by the City of Fort Bragg City Council.



John Smith
Public Works Director

DATED: 12/12, 2022

EXHIBIT "A"

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg
416 North Franklin Street
Fort Bragg, California 95437
Attention: June Lemos, MMC, City Clerk

The City is exempt from recordation fees per Government Code §27383.

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Construction Agreement entitled **C.V. Starr Community Center Lighting Controller Watt Stopper Upgrade Project** dated June 28, 2022.
5. The name of the contractor of the improvement work is Fort Bragg Electric, Inc., PO Box 1578, Fort Bragg, California 95437. The contract was awarded to this firm on June 27, 2022, pursuant to Resolution 4554-2022 by the Fort Bragg City Council.
6. The address of the owner is City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On December 12, 2022, John Smith, Public Works Director, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California)
) ss.
County of Mendocino)

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF FORT BRAGG

(Date)

By: _____
June Lemos, MMC
City Clerk

PROOF OF SERVICE BY MAIL
(Code of Civil Procedure Sections 1013a, 2015.5)

I am over the age of 18 years, employed in the County of Mendocino, and not a party to the within action; my business address is Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

On January 10, 2023, I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Fort Bragg Electric, Inc.
Attn: Mark Mertle, Owner
PO Box 1578
Fort Bragg, CA 95437

Executed on January 10, 2023, at Fort Bragg, Mendocino County, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-615

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Authorizing Amendment to the FY 2022-23 Budget (Amendment No. 2022/23-11) to Roll Over Unused Police Vehicle Fleet Funds from FY 2021-22
Adoption of this resolution authorizes the roll over of the unused reserved funds (\$147,000.00 from FY 2021/22 Fleet Account No. 522-4550-0742) for the purchase of police vehicles and build equipment to the current FY 2022/23 per the approved Vehicle Replacement Plan. The intended police vehicle replacements planned for purchase during FY 2021/22 were not available due to the world wide pandemic and overall product demand and supply chain shortage. Funds budgeted in Fiscal Year 2021/22 are recommended for roll over to the current fiscal year to cover the back ordered police vehicle and police vehicle build equipment costs.

RESOLUTION NO. ____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT NO. 2022/2023-11 AMENDING FISCAL YEAR 2022-23 BUDGET TO ROLL-OVER UNUSED VEHICLE REPLACEMENT FUNDS FROM 2021-22 (ACCOUNT NO. 522-4550-0742) TO CURRENT BUDGET

WHEREAS, on June 27, 2022, the City Council adopted the City of Fort Bragg's FY 2022/23 Budget; and

WHEREAS, the City Manager has identified the need to roll-over unused vehicle replacement funds from FY 2021/22 to the current fiscal year 2022/23 from account 522-4550-0742 for the purchase of back-ordered police vehicles intended for purchase last year; and

WHEREAS, the \$147,000 adjustment to re-appropriate the funds in the current fiscal year is identified in Exhibit A attached hereto; and

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

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. Certain adjustments to the FY 2022-23 Budget are necessary as shown in Exhibit A.
3. There are sufficient funds from FY 2021-22 budget to allocate to FY 2022/23.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment 2022/2023-11 amending the previously adopted FY 2022-23 Budget to incorporate the changes in Exhibit A.

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 9th day of January 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

EXHIBIT B

City of Fort Bragg
FY 22/23 Vehicle Replacement Plan

Vehicle Replacement Plan															
Unit No.	Make	Yr.	Model	Hours/Miles	FY 21/22	FY 22/23 Adopted	FY 23/24 Projected	FY 24/25 Projected	FY 25/26 Projected	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	FY 29/30 Projected	FY 30/31 Projected	FY 31/32 Projected
New	New	2021	Generator		\$85,000										
New	New		Dump Truck (10Yard)				\$ 225,000								
WWT31	NISSAN	2007	FRONTIER	64,414			\$37,000								
48	FORD	2008	Ranger	80,830		\$ 37,000									
WT1	Dodge	2005	1500 Q. CAB	60,618					\$30,000						
PW8	JOHNDE	1985	BACKHOE	5,949	\$140,000										
PW16	FORD	2006	F-150 X-TRA	73,402				\$30,000							
PW46	STERLING	2020	Vactor	2,576											
PW1	CHEV.	2000	3500 Flatbed	44,143		\$90,000									
CHE121	FORD	2006	ESCAPE	59,407						\$38,000					
PW5	FORD	2006	F-250 SERV.	81,415			\$60,000								
Public Works Sub-Total					\$225,000	\$127,000	\$97,000	\$255,000	\$30,000	\$38,000					
PD745	FORD	2020	Ford Van	1,135											\$70,000
PD735	FORD	2005	CROWN VIC	89,424	\$56,000										\$60,000
PD747	FORD	2009	ESCAPE	127,041	\$36,000										\$45,000
PD744	FORD	2008	RANGER (hybrid)	55,563		\$44,000									
PD1302	FORD	2011	CROWN VIC	93,103		\$60,000									
PD1301-K9	FORD	2011	CROWN VIC	74,021		\$60,000									
PD1403	FORD	2014	INTERCEPTOR	81,966			\$61,000								
PD501	FORD	2015	INTERCEPTOR	60,435			\$61,000								
PD500	FORD	2015	INTERCEPTOR	65,201				\$63,000							
PD509	FORD	2015	TAURUS	109,956	\$55,000										\$60,000
PD503	FORD	2015	INTERCEPTOR	49,377					\$63,000						
PD510	FORD	2015	TAURUS	26,398					\$44,000						
PD502	FORD	2015	INTERCEPTOR	35,072						\$60,000					
PD507	FORD	2016	INTERCEPTOR	36,271						\$60,000					
PD508	FORD	2016	INTERCEPTOR	27,193							\$60,000				
PD513	FORD	2018	INTERCEPTOR	13,826								\$62,000			
Police Sub-Total					\$147,000	\$164,000	\$122,000	\$63,000	\$107,000	\$120,000	\$60,000	\$62,000	\$0	\$0	\$235,000
Total Replacement Costs					\$372,000	\$291,000	\$219,000	\$318,000	\$137,000	\$158,000	\$60,000	\$62,000	\$0	\$0	\$235,000



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 22-626

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Approving the Establishment of Administrative Analyst - Police Classification and Establish Salary Rate Compensation Plan and Confirming All City of Fort Bragg Established Classifications

A resolution approving the establishment of the Administrative Analyst - Police classification, establish Salary Rate Compensation Plan and confirm all City of Fort Bragg established classifications.

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE ESTABLISHMENT OF ADMINISTRATIVE ANALYST –
POLICE CLASSIFICATION, ESTABLISHING SALARY RATE
COMPENSATION PLAN AND CONFIRMING ALL CITY OF FORT BRAGG
ESTABLISHED CLASSIFICATIONS**

WHEREAS, the City has experienced significant staffing challenges for the past several years which has resulted in increased workload for Human Resources; and

WHEREAS, a significant portion of the Human Resources Department workload is spent on Police Department employees, particularly in workers compensation and recruitment; and

WHEREAS, the City wishes to establish an Administrative Analyst – Police classification that is a full-time, non-exempt, confidential/non-bargaining position to work on Police Department human resources-related work to alleviate the administrative workload of the Human Resources Analyst, which requires the classification to be part of the Confidential/Non-Bargaining employee group due to the nature of human resources-related duties; and

WHEREAS, cost savings have been achieved through unfilled Police Department positions; and

WHEREAS, the newly established Administrative Analyst – Police position will be filled by one of the two currently budgeted full-time, non-exempt, Administrative Assistant – Police positions; and

WHEREAS, the Fort Bragg City Council approves the establishment of new classifications and all salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

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

WHEREAS, the newly created Administrative Analyst – Police classification must be approved as part of the City’s Master Salary Schedule; and

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

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

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

1. Establishing the Administrative Analyst – Police, a non-exempt, full-time position that will be part of the Confidential/Non-Bargaining employee group effective on the date of this Resolution provides an improved organizational structure; and

2. The newly established Administrative Analyst – Police classification will be filled with one of the current Administrative Assistant – Police employees; and
3. The existing FY 2022-23 Budget fully covers the cost of the above two actions and all of the established classifications as noted in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the creation of the Administrative Analyst – Police classification and confirm the City’s Master Salary Schedule as outlined in Exhibit A.

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 9th day of January 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.09.2023 Add Administrative Analyst - PD

Reso XXXX-2023.

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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.09.2023 Add Administrative Analyst - PD

Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				39.42	41.39	43.46	45.63	47.91
Bi-Weekly				3,153.60	3,311.20	3,476.80	3,650.40	3,832.80
Monthly				6,832.80	7,174.27	7,533.07	7,909.20	8,304.40
Annual				81,993.60	86,091.20	90,396.80	94,910.40	99,652.80
Assistant Planner (FBEO)								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
Associate Planner (FBEO)								
Hourly				32.79	34.43	36.15	37.96	39.86
Bi-Weekly				2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
Monthly				5,683.60	5,967.87	6,266.00	6,579.73	6,909.07
Annual				68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
City Councilmember (Elected)								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
City Manager (Temporary Executive; At Will)								
Hourly				76.30				
Code Enforcement Officer (FBEO)								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.09.2023 Add Administrative Analyst - PD

Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer (FBPA)								
Hourly				22.06	23.16	24.32	25.54	26.82
Bi-Weekly				1,764.80	1,852.80	1,945.60	2,043.20	2,145.60
Monthly				3,823.73	4,014.40	4,215.47	4,426.93	4,648.80
Annual				45,884.80	48,172.80	50,585.60	53,123.20	55,785.60
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				42.39	44.51	46.74	49.08	51.53
Bi-Weekly				3,391.20	3,560.80	3,739.20	3,926.40	4,122.40
Monthly				7,347.60	7,715.07	8,101.60	8,507.20	8,931.87
Annual				88,171.20	92,580.80	97,219.20	102,086.40	107,182.40
Construction Project Manager (Temporary, Part-time, At-Will)								
				42.39	44.51	46.74	49.08	51.53
Director - Community Development Department (Executive; At Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Director of Public Works (Executive; At Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Engineering Technician (FBEO)								
Hourly				30.15	31.66	33.24	34.90	36.65
Bi-Weekly				2,412.00	2,532.80	2,659.20	2,792.00	2,932.00
Monthly				5,226.00	5,487.73	5,761.60	6,049.33	6,352.67
Annual				62,712.00	65,852.80	69,139.20	72,592.00	76,232.00
Environmental Compliance Coordinator (FBEO)								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.09.2023 Add Administrative Analyst - PD

Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
Finance Technician I (FBE0)								
Hourly				22.19	23.30	24.47	25.69	26.97
Bi-Weekly				1,775.20	1,864.00	1,957.60	2,055.20	2,157.60
Monthly				3,846.27	4,038.67	4,241.47	4,452.93	4,674.80
Annual				46,155.20	48,464.00	50,897.60	53,435.20	56,097.60
Finance Technician II (FBE0)								
Hourly				24.47	25.69	26.97	28.32	29.74
Bi-Weekly				1,957.60	2,055.20	2,157.60	2,265.60	2,379.20
Monthly				4,241.47	4,452.93	4,674.80	4,908.80	5,154.93
Annual				50,897.60	53,435.20	56,097.60	58,905.60	61,859.20
Finance Technician III (FBE0)								
Hourly				26.97	28.32	29.74	31.23	32.79
Bi-Weekly				2,157.60	2,265.60	2,379.20	2,498.40	2,623.20
Monthly				4,674.80	4,908.80	5,154.93	5,413.20	5,683.60
Annual				56,097.60	58,905.60	61,859.20	64,958.40	68,203.20
Government Accountant I (FBE0)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Government Accountant (Part-Time, Regular less than 20 hours weekly)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				1,189.20	1,248.80	1,311.20	1,376.80	1,445.60
Monthly				2,576.60	2,705.73	2,840.93	2,983.07	3,132.13
Annual				30,919.20	32,468.80	34,091.20	35,796.80	37,585.60
Grants Coordinator (FBE0)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				33.25	34.91	36.66	38.49	40.41
Bi-Weekly				2,660.00	2,792.80	2,932.80	3,079.20	3,232.80
Monthly				5,763.33	6,051.07	6,354.40	6,671.60	7,004.40
Annual				69,160.00	72,612.80	76,252.80	80,059.20	84,052.80
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.09.2023 Add Administrative Analyst - PD

Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Maintenance Worker I - Janitor (FBEO)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1664.00	1747.20	1834.40	1926.40	2022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Maintenance Worker II (FBEO)								
Hourly				23.64	24.82	26.06	27.36	28.73
Bi-Weekly				1,891.20	1,985.60	2,084.80	2,188.80	2,298.40
Monthly				4,097.60	4,302.13	4,517.07	4,742.40	4,979.87
Annual				49,171.20	51,625.60	54,204.80	56,908.80	59,758.40
Maintenance Worker III (FBEO)								
Hourly				24.82	26.06	27.36	28.73	30.17
Bi-Weekly				1,985.60	2,084.80	2,188.80	2,298.40	2,413.60
Monthly				4,302.13	4,517.07	4,742.40	4,979.87	5,229.47
Annual				51,625.60	54,204.80	56,908.80	59,758.40	62,753.60
Maintenance Worker IV (FBEO)								
Hourly				26.05	27.35	28.72	30.16	31.67
Bi-Weekly				2,084.00	2,188.00	2,297.60	2,412.80	2,533.60
Monthly				4,515.33	4,740.67	4,978.13	5,227.73	5,489.47
Annual				54,184.00	56,888.00	59,737.60	62,732.80	65,873.60
Maintenance Worker Lead (FBEO)								
Hourly				28.65	30.08	31.58	33.16	34.82
Bi-Weekly				2,292.00	2,406.40	2,526.40	2,652.80	2,785.60
Monthly				4,966.00	5,213.87	5,473.87	5,747.73	6,035.47
Annual				59,592.00	62,566.40	65,686.40	68,972.80	72,425.60
Mechanic (FBEO)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Office Assistant (Temporary Position)								
Hourly				20.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.09.2023 Add Administrative Analyst - PD

Reso XXXX-2023.

				Step 1	Step 2	Step 3	Step 4	Step 5
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Operations Supervisor (FBEO)								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
Planning Technician (FBEO)								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				55.55	58.33	61.25	64.31	67.53
Bi-Weekly				4,444.00	4,666.40	4,900.00	5,144.80	5,402.40
Monthly				9,628.67	10,110.53	10,616.67	11,147.07	11,705.20
Annual				115,544.00	121,326.40	127,400.00	133,764.80	140,462.40
Police Chief (Executive; At Will)								
Hourly				73.22	76.88	80.72	84.76	89.00
Bi-Weekly				5,373.60	6,150.40	6,457.60	6,780.80	7,120.00
Monthly				11,642.80	13,325.87	13,991.47	14,691.73	15,426.67
Annual				139,713.60	159,910.40	167,897.60	176,300.80	185,120.00
Police Sergeant Intermediate POST (FBPA)								
Hourly				41.68	43.76	45.95	48.25	50.66
Bi-Weekly				3,334.40	3,500.80	3,676.00	3,860.00	4,052.80
Monthly				7,224.53	7,585.07	7,964.67	8,363.33	8,781.07
Annual				86,694.40	91,020.80	95,576.00	100,360.00	105,372.80
Police Sergeant Advance POST (FBPA)								
Hourly				44.07	46.27	48.58	51.01	53.56
Bi-Weekly				3,525.60	3,701.60	3,886.40	4,080.80	4,284.80
Monthly				7,638.80	8,020.13	8,420.53	8,841.73	9,283.73
Annual				91,665.60	96,241.60	101,046.40	106,100.80	111,404.80
Police Officer Basic POST (FBPA)								
Hourly				32.45	34.07	35.77	37.56	39.44
Bi-Weekly				2,596.00	2,725.60	2,861.60	3,004.80	3,155.20
Monthly				5,624.67	5,905.47	6,200.13	6,510.40	6,836.27
Annual				67,496.00	70,865.60	74,401.60	78,124.80	82,035.20

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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				Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer Intermediate POST (FBPA)								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
Police Officer Advance POST (FBPA)								
Hourly				35.74	37.53	39.41	41.38	43.45
Bi-Weekly				2,859.20	3,002.40	3,152.80	3,310.40	3,476.00
Monthly				6,194.93	6,505.20	6,831.07	7,172.53	7,531.33
Annual				74,339.20	78,062.40	81,972.80	86,070.40	90,376.00
Police Recruit (1040 hours; FBPA)								
Hourly				27.88				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Public Works Administrative Analyst (FBEO)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
Hourly				25.00				
Bi-Weekly				2,000.00				
Monthly				4,333.33				
Annual				52,000.00				
Special Investigator Basic POST (FBPA)								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
Special Investigator Intermediate POST (FBPA)								
Hourly				35.77	37.56	39.44	41.41	43.48
Bi-Weekly				2,861.60	3,004.80	3,155.20	3,312.80	3,478.40
Monthly				6,200.13	6,510.40	6,836.27	7,177.73	7,536.53
Annual				74,401.60	78,124.80	82,035.20	86,132.80	90,438.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Advanced POST (FBPA)								
Hourly				37.53	39.41	41.38	43.45	45.62
Bi-Weekly				3,002.40	3,152.80	3,310.40	3,476.00	3,649.60
Monthly				6,505.20	6,831.07	7,172.53	7,531.33	7,907.47
Annual				78,062.40	81,972.80	86,070.40	90,376.00	94,889.60
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Systems Technician (FBEO)								
Hourly				22.81	23.95	25.15	26.41	27.73
Bi-Weekly				1,824.80	1,916.00	2,012.00	2,112.80	2,218.40
Monthly				3,953.73	4,151.33	4,359.33	4,577.73	4,806.53
Annual				47,444.80	49,816.00	52,312.00	54,932.80	57,678.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.27	21.28	22.34	23.46	24.63
Bi-Weekly				1,621.60	1,702.40	1,787.20	1,876.80	1,970.40
Monthly				3,513.47	3,688.53	3,872.27	4,066.40	4,269.20
Annual				42,161.60	44,262.40	46,467.20	48,796.80	51,230.40
Treatment Plant Operator I (FBEO)								
Hourly				25.16	26.42	27.74	29.13	30.59
Bi-Weekly				2,012.80	2,113.60	2,219.20	2,330.40	2,447.20
Monthly				4,361.07	4,579.47	4,808.27	5,049.20	5,302.27
Annual				52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
Treatment Plant Operator II (FBEO)								
Hourly				26.43	27.75	29.14	30.60	32.13
Biweekly				2,114.40	2,220.00	2,331.20	2,448.00	2,570.40
Monthly				4,581.20	4,810.00	5,050.93	5,304.00	5,569.20
Annual				54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				30.39	31.91	33.51	35.19	36.95
Biweekly				2,431.20	2,552.80	2,680.80	2,815.20	2,956.00
Monthly				5,267.60	5,531.07	5,808.40	6,099.60	6,404.67
Annual				63,211.20	66,372.80	69,700.80	73,195.20	76,856.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				31.91	33.51	35.19	36.95	38.80
Biweekly				2,552.80	2,680.80	2,815.20	2,956.00	3,104.00
Monthly				5,531.07	5,808.40	6,099.60	6,404.67	6,725.33
Annual				66,372.80	69,700.80	73,195.20	76,856.00	80,704.00



City of Fort Bragg

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Text File

File Number: 22-632

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: RS Resolution

Agenda Number: 5D.

Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 23-24 (FY 23/24; July 1, 2023 - June 30, 2024) Pursuant to Health and Safety Code Section 34177(I)

RESOLUTION NO. RS ____-2023

**RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY
APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 23/24 (FY
23/24; JULY 1, 2023 – JUNE 30, 2024) 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, pursuant to Health and Safety Code Section 34179(a), each Successor Agency shall have an Oversight Board composed of seven members; and

WHEREAS, pursuant to Health and Safety Code Section 34179(a), the Successor Agency maintained a local Oversight Board composed of seven members from July 23, 2012 to July 23, 2018; and

WHEREAS, pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018 in each county where more than one oversight board was created, there shall be only one Countywide Oversight Board (Countywide OB). The Countywide OB shall be staffed by the County Auditor-Controller (CAC), by another county entity selected by the CAC, or by a city within the county that the CAC may select after consulting with the California Department of Finance (Finance); and

WHEREAS, on July 24, 2018 the Mendocino County Auditor-Controller created the Mendocino Countywide Oversight Board and designated the new countywide oversight board to be staffed by the City of Ukiah; 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, 2023 through June 30, 2024 to the County of Mendocino Auditor-

Controller, the California State Controller, and the State of California Department of Finance by February 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg Redevelopment Successor Agency does hereby resolve 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 does not commit the 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 the requirements of the California Environmental Quality Act.

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, 2023, 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 9th day of January, 2023, by the following vote:

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

RECUSE:

BERNIE NORVELL
Chair

ATTEST:

June Lemos, MMC
Successor Agency Secretary

**Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period**

Successor Agency: Fort Bragg
County: Mendocino
Initial ROPS Period: 23-24A
Final ROPS Period: 23-24B

Requested Funding for Enforceable Obligations		Total Outstanding Obligation
A	Enforceable Obligations Funded as Follows (B+C)	\$249,950
B	Bond Proceeds	249,950
C	Other Funds	-
D	Redevelopment Property Tax Trust Fund (RPTTF) (E+F)	\$129,100
E	RPTTF	-
F	Administrative RPTTF	129,100
G	Total Outstanding Obligations (A+D)	\$379,050

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.

Bernie Norvell Chair

 Name Title

/s/ _____
 Signature Date

Fort Bragg
Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period
July 1, 2023 through June 30, 2024

A Period July - December					
ROPS Period	Fund Sources				Six-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	
	\$165,000	\$-	\$-	\$64,550	\$229,550
ROPS 23-24A	165,000	-	-	64,550	\$229,550

B Period January - June						Twelve-Month Total
ROPS Period	Fund Sources				Six-Month Total	
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
	\$84,950	\$-	\$-	\$64,550	\$149,500	\$379,050
ROPS 23-24B	84,950	-	-	64,550	\$149,500	\$379,050

Fort Bragg
Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation
								\$379,050
18	Administration & Staffing Costs	Admin Costs	12/12/1988	06/30/2037	Successor Agency	Admin & staff costs during Agency winddown	FBRA	129,100
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	248,200
22	Trustee Services for Bonds	Fees	02/19/2015	09/01/2036	U.S. Bank	Financial Services Contract	FBRA	1,750

A	J	M	N	Q
	23-24A (Jul-Dec)		23-24B (Jan-Jun)	
Item #	Bond Proceeds	Admin RPTTF	Bond Proceeds	Admin RPTTF
	\$165,000	\$64,550	\$84,950	\$64,550
18	-	-	-	-
21	165,000	-	83,200	-
22	-	-	1,750	-



City of Fort Bragg

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

Text File

File Number: 22-639

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Approving an Amendment to the Agreement Between the City of Fort Bragg and M-Group for the Provision of Planning Services to Process CDP 6-22 And Design Review 18-22 CalTrans ADA Upgrades Increasing Contract Amount by \$2,889 for a Total Not To Exceed Amount of \$16,114

M-Group was contracted by the City to process Coastal Development Permit 6-22 and Design Review 18-22. Upon completion of the project, processing required more hours than originally anticipated and the proposed amendment covers the cost of additional processing. The project has been approved and no additional budget amendments are expected. All costs for this project are covered by the applicant and not the City.

RESOLUTION NO. ____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FORT BRAGG AND M-GROUP FOR THE PROVISION OF PLANNING SERVICES TO PROCESS CDP 6-22 AND DR 18-22 CALTRANS ADA UPGRADES, INCREASING THE CONTRACT AMOUNT BY \$2,889 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$16,114 (ACCOUNT NO. 119-0000-2693)

WHEREAS, the City of Fort Bragg ("City") entered into a Professional Services Agreement for planning permit processing services with M-Group ("Consultant") on July 27, 2022; and

WHEREAS, the parties desire to amend the Agreement to increase the amount of compensation by \$2,989 to cover the cost of Consultant providing additional services, for a total Not to Exceed Amount of \$16,114; and

WHEREAS, all contract change orders that exceed 10% of the original contract amount must be approved by the City Council; and

WHEREAS, all project expenses are covered by the project applicant through a Developer Deposit Account;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve an Amendment to the Professional Services Agreement with M-Group, and authorizes the City Manager to execute same (amount of increase not to exceed \$2,989, total amount of contract not to exceed \$16,114, Account No. 119-000-2693).

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 9th day of January, 2023, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSE:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



MEMORANDUM

Date: January 3, 2023

To: Heather Gurewitz, Associate Planner

From: Olivia Ervin, Principal In Charge, Ranu Aggarwal, Principal Planner, M-Group

Subject: **Fort Bragg, Caltrans ADA upgrade to SR 1 project (CDP 6-22, DR 18-22) – Budget Augment**

The purpose of this memo is to request additional funds in the amount of **\$ 2,989.00** for this project because the budget has been exceeded due to unanticipated levels of effort required on entitlement processing for this project, particularly multiple reviews of technical reports, plans, and work required on the staff report above what we have typically anticipate for a document of this type.

Contract Augment Summary

Task No.	Task	Initial Allocation (including contingency)	Funds Expended (as of January 1, 2023)	Difference
1	Entitlement Processing	\$ 7,875.00	\$ 12,658.00	- \$ 4,783.00
2	Project Management and Meetings	\$ 5,250.00	\$ 3,456.00	\$ 1,794.00
Total Budget Augment		\$13,125.00	\$ 16,114.00	\$ 2,989.00

Additional Funds Requested: \$ 2,989.00

Total Contract Plus Amendment: \$ 16,114.00

Thank you for your consideration. Please do not hesitate to contact us with any questions or concerns.

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
METROPOLITAN PLANNING GROUP DBA M-GROUP**

THIS AGREEMENT is made and entered into this 27th day of July, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and METROPOLITAN PLANNING GROUP, DBA M-GROUP, a California corporation, 51 E. Campbell Avenue #1247, Campbell, California 95009 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide contract planning services and development review for a Caltrans ADA project application, CDP 6-22, as more fully described herein; and

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

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

D. WHEREAS, the 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 AND BILLING

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 **Thirteen Thousand One Hundred Twenty-five Dollars (\$13,125.00)**.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **June 30, 2023**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **September 30, 2023** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **Heather Gurewitz**, Associate Planner. 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 **Olivia Ervin**, Principal In Charge, 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:
Olivia Ervin
Metropolitan Planning Group
51 E. Campbell Avenue #1247
Campbell, CA 95009
Tel: 408-603-0072

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.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files

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

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent

this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

DocuSigned by:
By: Peggy Ducey
Peggy Ducey
Its: City Manager

DocuSigned by:
By: Geoff Bradley
Geoff Bradley
Its: President and Principal

ATTEST:

DocuSigned by:
By: June Lemos, MMC
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Keith Collins
Keith F. Collins
City Attorney

EXHIBIT A



m-group *a new design on urban planning*

policy planning • urban design • environmental review • historic preservation • community engagement • staffing solutions

July 6, 2022

Heather Gurewitz , Associate Planner
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
(707) 961-2827 x118

Subject: Proposal for Planning Services

Heather Gurewitz,

As requested, I am pleased to provide the City of Fort Bragg with this letter proposal for planning services to provide development review for an application by the California State Department of Transportation (Caltrans) for Americans with Disabilities Act (ADA) improvements to State Route 1 (SR-1) between mile markers 59.80 and 62.10, within the City limits of Fort Bragg. The project is anticipated to require a Coastal Development Permit and Design Review. M-Group Principal Planner, Ranu Aggarwal, will be available on a time and materials basis to process the entitlement application, prepare Staff Report materials, and conduct the staff presentation during the public hearing.

Task 1: Entitlement Processing

In close coordination with City Staff, M-Group will process the Coastal Development Permit and Design Review Application, involving technical review of the application in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Local Coastal Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. *This scope of services assumes that complete information will be available for the technical review of the project, which is currently under review for completeness by City Staff.*

M-Group will prepare and deliver a written staff report for the Planning Commission. The content of the Staff Report is expected to generally include, background, project description, consistency with adopted plans and regulations, CEQA Compliance (presumed to qualify for a categorical exemption), recommendation and resolution, and conditions of approval in a format provided by the City. *In the event that the Project is determined to be ineligible for a CEQA exemption, an amendment to this scope of work will be required.*

Task 1 Deliverables: *One (1) digital copy of draft and final Staff Report, attachments, and noticing language for the required Public Hearing.*

Task 2: Public Hearing + Project Management

M-Group will serve as the Project Manager for this project, which would involve establishing a professional relationship with the project team including city staff and other project consultants;

facilitating and coordinating meetings; file management; providing regular updates; ensuring overall quality assurance; invoicing in accordance with this scope; and ongoing coordination with the Project team as needed.

M-Group will present the Staff Report at one public hearing before the Planning Commission, presumed to be conducted virtually. M-Group staff will conduct presentations, prepare PowerPoint slides, and answer questions at one public hearing. Following approval, M-Group will provide the City with a draft CEQA determination notice for filing with the County Clerk.

Task 2 Deliverables: Ongoing project management. Draft and Final presentation materials and slides. A copy of the CEQA determination for filing. Final Conditions of Approval.

Project Fee Estimate

The following provides an estimate of the time expected to process the Application and bring forward a Staff Report for consideration by the Planning Commission. M-Group invoicing will be conducted based on a time and materials basis, which is estimated to be approximately 60 hours as presented below. A 25% Contingencies is also provided for additional tasks as necessary and authorized by City staff.

TASK	COST
Principal Planner	\$175/HOUR
Task 1 Entitlement Processing: 36 hours	\$6,300
Task 2: Public Hearing + Project Management: 24 hours	\$4,200
T&M Estimate	\$10,500
Contingency (25 percent)	\$2,625
Total	\$13,125

I trust that this proposal meets the City of Fort Bragg's needs for staffing services on a time and materials basis. Please do not hesitate to contact me to discuss any revisions to this approach.

Thank you,



OLIVIA ERVIN

Principal In Charge

oervin@m-group.us

707.540.0723 x 202



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0196531 GS Insurance Solutions, Inc. 5201 Great America Parkway Suite 320 Santa Clara, CA 95054	CONTACT NAME: Elizabeth Haro PHONE (A/C, No, Ext): (650) 567-3944 E-MAIL ADDRESS: eli@gsisol.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Metropolitan Planning Group DBA M-Group 51 E. Campbell Avenue, #1247 Campbell, CA 95009	INSURER A : Ohio Security Insurance Company		24082
	INSURER B : Evanston Insurance Company		35378
	INSURER C : Mount Vernon Fire Insurance Company		26522
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	BKS56609535	4/9/2022	4/9/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAS56609535	4/9/2022	4/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3076142	4/9/2022	4/9/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	XWS56609535	4/9/2022	4/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E&O			PT2000323D	4/9/2022	4/9/2023	Per Claim 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fort Bragg and its officers, employees, agents, and volunteers are covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. 30 days notice of cancellation will be provided, other than for non-payment, where a 10 days notice will be provided. Policies are primary, and no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage

CERTIFICATE HOLDER City of Fort Bragg 416 N. Franklin St. Fort Bragg, CA 95437	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elizabeth Haro</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

- 2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:
 - (1) While rented to you; or
 - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
- b. Contents that you rent or lease as part of a premises rental or lease agreement.

- 3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

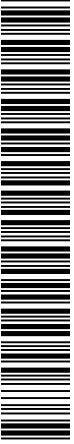
- 2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

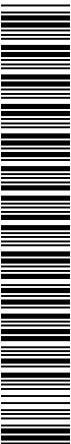
H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



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b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

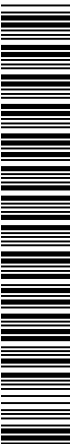
N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

- 3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH
METROPOLITAN PLANNING GROUP DBA M-GROUP**

THIS FIRST AMENDMENT is made and entered into this 10th day of January, 2023 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and METROPOLITAN PLANNING GROUP, DBA M-GROUP, a California corporation, 51 E. Campbell Avenue #1247, Campbell, California 95009 (“Consultant”).

WHEREAS, the City and Consultant entered into a Professional Services Agreement (“Contract”) on July 27, 2022 to provide contract planning services and development review for a Caltrans ADA project application, CDP 6-22; and

WHEREAS, the parties desire to amend the Contract to modify the Scope of Work and Compensation as set forth in Exhibit A attached hereto; and

WHEREAS, the cost of providing the additional services described in Exhibit A is \$2,989.00, which sum is approximately 22.8% of the total Contract amount of \$13,125.00, bringing the total sum of the project Not to Exceed \$16,114.00; and

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

WHEREAS, on January 9, 2023, by adoption of Resolution ___-2023, the Fort Bragg City Council approved the increase in compensation for this Contract; and

WHEREAS, there are still sufficient funds budgeted for these activities;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for planning services on the Caltrans ADA project between City and Consultant dated July 27, 2022, is hereby amended as follows:

1. **Scope of Work:**
Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.
2. **Compensation and Billing:**
Paragraph 2.1 (Compensation) is hereby amended to state that total compensation shall not exceed **Sixteen Thousand One Hundred Fourteen Dollars (\$16,114.00)**.
3. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated July 27, 2022, is hereby reaffirmed.

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

CITY OF FORT BRAGG:

By: _____
Peggy Ducey
City Manager

CONSULTANT:

By: _____
Geoff Bradley
President and Principal

ATTEST:

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

Keith F. Collins
City Attorney



MEMORANDUM

Date: January 3, 2023

To: Heather Gurewitz, Associate Planner

From: Olivia Ervin, Principal In Charge, Ranu Aggarwal, Principal Planner, M-Group

Subject: **Fort Bragg, Caltrans ADA upgrade to SR 1 project (CDP 6-22, DR 18-22) – Budget Augment**

The purpose of this memo is to request additional funds in the amount of **\$ 2,989.00** for this project because the budget has been exceeded due to unanticipated levels of effort required on entitlement processing for this project, particularly multiple reviews of technical reports, plans, and work required on the staff report above what we have typically anticipate for a document of this type.

Contract Augment Summary

Task No.	Task	Initial Allocation (including contingency)	Funds Expended (as of January 1, 2023)	Difference
1	Entitlement Processing	\$ 7,875.00	\$ 12,658.00	- \$ 4,783.00
2	Project Management and Meetings	\$ 5,250.00	\$ 3,456.00	\$ 1,794.00
Total Budget Augment		\$13,125.00	\$ 16,114.00	\$ 2,989.00

Additional Funds Requested: \$ 2,989.00

Total Contract Plus Amendment: \$ 16,114.00

Thank you for your consideration. Please do not hesitate to contact us with any questions or concerns.



City of Fort Bragg

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

Text File

File Number: 22-640

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

Adopt Updated City Council Resolution Authorizing City Manager to Represent the City of Fort Bragg During the Application Process for Funding Assistance from the Drinking Water State Revolving Fund for the Rehabilitation of the City's Water Treatment Plant and Finished Water Tank Project

The State of California Water Resources Control Board is offering a Financial Security Package through the Drinking Water State Revolving Fund for certain qualifying construction projects. Staff found the City's Water Treatment Plant Rehabilitation and Finished Water Tank Project are qualifying projects for funding assistance through a financial agreement for the planning, design, and construction pending an application process. On June 13, 2022, by adoption of Resolution 4548-2022, the City Council approved said resolution; however, the State of California Water Resources Control Board gave notice and is requesting their version of the resolution, which is part of the Financial Security Package (page 14 of 17, attachment F5a, attached hereto as Attachment 1) be updated, utilized and submitted in its place.

AUTHORIZING RESOLUTION/ORDINANCE

RESOLUTION NO: _____

WHEREAS, the City of Fort Bragg is seeking funding through the State Revolving Fund for the rehabilitation of the City's Water Treatment Plant and Finished Water Tank;

(insert appropriate findings)

RESOLVED BY _____ the Fort Bragg City Council _____ OF THE

(insert name of Governing Board of the Entity)

_____ City of Fort Bragg _____ (the "Entity"), AS FOLLOWS:

(insert Entity name)

The _____ City Manager _____ (the "Authorized Representative") or designee is
(insert Title of Authorized Representative)

hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Water Treatment Plant and Finished Water Tank Rehabilitation Project (the "Project").

(insert Project Name)

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the _____ Fort Bragg City Council _____ held

(insert name of Governing Board of the Entity)

on January 9th 2023.
(Date)

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

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 9th day of January, 2023, by the following vote:

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

BERNIE NORVELL
Mayor



City of Fort Bragg

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

Text File

File Number: 22-641

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Report

Agenda Number: 5G.

Ratification of the Existence of Emergency Situation Regarding Severe Weather Event
Authorizing January 3, 2023 Emergency City Council Meeting



City of Fort Bragg

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

Text File

File Number: 22-643

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5H.

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

RESOLUTION NO. ____-2023

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

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

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

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

WHEREAS, as of January 4, 2023, the COVID-19 pandemic has killed more than 100,928 Californians; and

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of January, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-644

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5I.

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

RESOLUTION NO. ____-2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, at a regular meeting on October 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4612-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4623-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4631-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 12, 2022, the City Council of the City of Fort Bragg adopted Resolution 4637-2022 by which it continued the local emergency;

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of January, 2023 by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-646

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5J.

Receive and File Minutes of the August 11, 2022 Public Works and Facilities Committee Meeting



City of Fort Bragg

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

Meeting Minutes Public Works and Facilities Committee

Thursday, August 11, 2022

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Chair Lindy Peters called meeting to order at 3:00 pm.

ROLL CALL

City staff also present: Director John Smith and acting Committee Clerk Diana Sanchez.

Present: 2 - Lindy Peters and Tess Albin-Smith

1. APPROVAL OF MINUTES

[22-408](#) Approve Minutes of July 14, 2022

Both committee members approved minutes as presented.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

[22-409](#) Public Works Director Oral Report on Departmental Updates and Items of Interest Including Pickle Ball Discussion

Director Smith provided brief updates on:

- Noyo River and other water sources flow
- Stage 1 Water Conservation
- Public Safety Power Shutoffs
- Biosolids Dryer Status
- Water Treatment Plant Overhaul/Funding
- Water Meter Replacement Project/Timeline
- Fire Station Rehabilitation RFP
- Soccer Fields Project RFB
- Pudding Creek Bridge Project
- Wiggly Giggly Playground Repairs

Pickle Ball discussion; Director Smith provided an update regarding the cooperation of the Fort Bragg Unified School District and potential use of the middle school's tennis courts for pickle ball use; seeking funding sources and volunteers for this project. Equipment maintenance cost estimates for repairs, vandalism of tennis court nets and equipment remarked. Chair Peters and

Albin-Smith commented; asked questions and shared funding ideas and suggestions. It was determined Bainbridge Park tennis courts will not be re-striped at this time. Public comments received on this matter, ideas considered from: Malia Elsner, Greg Menken, Alis Valencia, Joel Johnson, Debra Wagner, Julia Carson, Joanna Wigginton, Lauralee Brown, and Maribeth Schreiber.

4. MATTERS FROM COMMITTEE / STAFF

Committee members to discuss Tree Advisory Committee out of meeting. Committee member Albin-Smith commented on the growing number of locks on the Pudding Creek Trestle Bridge and any potential damaging impacts the locks may cause to the bridge. Director Smith commented the bridge is not within the City's jurisdiction, and the locks should not affect the structural integrity of the bridge, may refer to State Parks.

ADJOURNMENT

Meeting adjourned at 4:08 pm.



City of Fort Bragg

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

Text File

File Number: 22-647

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5K.

Receive and File Minutes of the September 8, 2022 Public Works and Facilities Committee Meeting



City of Fort Bragg

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

Meeting Minutes Public Works and Facilities Committee

Thursday, September 8, 2022

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Acting Committee Chair Tess Albin-Smith called meeting to order at 3:00 pm.

ROLL CALL

Public Works Director John Smith and Committee Clerk Sandy Arellano also present. Committee reminded no decisions may be made during the meeting without a quorum.

Present: 1 - Tess Albin-Smith

Absent: 1 - Lindy Peters

PLEASE TAKE NOTICE

Committee Clerk read the "Please Take Notice" clause.

1. APPROVAL OF MINUTES

1A. [22-416](#) Meeting Minutes of August 11, 2022

No approval of minutes possible without a quorum due to an absentee committee member, referred to the next committee meeting for approval.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Two non agenda public comments received from:

- Debra Wagner
- Jacob Patterson

3. CONDUCT OF BUSINESS

3A. [22-453](#) Public Works Director Oral Report to Committee on Departmental Updates and Items of Interest

Director John Smith reported on current departmental projects and upcoming events regarding:

- Coastal Clean Up Day
- Stage II Water Alert Proposed and Water Flows
- Pickle Ball/Meeting with FBUSD
- Wiggly Giggly Playground Equipment Rehabilitation
- Fire Department Seismic Retrofit Project

- PG&E Lighting Project for City Facilities/Electric Vehicle Charging Stations and E- PD Vehicles
- Speed Radar Signs Project
- Streets Rehabilitation Project (Franklin Street) at 60% design
- Upcoming projects in the works
- Chalking Courts and Storing Private Property within City Property is Not Allowed.
(John offered to meet with member of the public to discuss)

Acting Chair Albin-Smith suggested to bring the pickle ball court discussion to City Council and recommended the use of recreation funds. Also questioned water status and difference from last years situation, Lighting Project , and Speed Radar Sign Project. Director Smith responded.

4. MATTERS FROM COMMITTEE / STAFF

Acting Chair Albin-Smith would like to see the Pickle Ball issue resolved and taken to City Council.

Director Smith commented on his support in keeping our community active.

ADJOURNMENT

Acting Chair Albin-Smith adjourned meeting at 3:31 p.m.



City of Fort Bragg

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

Text File

File Number: 22-627

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5L.

Receive and File Minutes of the February 16, 2022 Public Safety Committee Meeting



City of Fort Bragg

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

Meeting Minutes Public Safety Committee

Wednesday, February 16, 2022

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Meeting opened by Committee Member Norvell at 3:00 PM.

ROLL CALL

Present: 2 - Bernie Norvell and Lindy Peters

1. APPROVAL OF MINUTES

1A. [22-041](#) Approve Minutes Of The Public Safety Committee Meeting January 19, 2022.

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

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None made.

3. CONDUCT OF BUSINESS

3A. [22-042](#) Continuation Of The Discussion Of The Petition for Safety

Chief Naulty began by stating that the radar trailer is still unavailable and should be returned to the department soon so that it can be set up and data can be collected. He mentioned how some officers have been out there patrolling when they are not on service calls.

Chantell O'Neal Assistant Director for the Public Works Department provided an update regarding the signage and the modification that are going to be done to the current wooden sign. The two main concerns regarding placing a gate at the location is that there is not enough room to turn around in the area which can potentially cause a safety issue. The other major concern is that the gate will require a permit from the Coastal Development Commission and she included by stating that in chapter 3 of the Coastal Act it states that access to the coast cannot be decreased therefore, the gate may possibly not be the solution.

Chairman Peters questioned if Pomo Bluffs is part of the regular patrol route for any officer in the Police Department. Peters would also like to know if it is feasible to add to the current sign "This area is regularly patrolled by Fort Bragg Police Department ?"

Chief Naulty responded by mentioning the local areas that are patrolled on a regular basis by the officers that is when they are available and not on a service call. He did recommend placement of additional signage stating " No Over Night Parking and Park Hours Enforced by Law

Enforcement".

Chantell O'Neal answered Chairman Peters questions regarding the additional modification of the current signage and stated that any modifications or additional signage has the potential to trigger a Coastal Development permit. That is the main reason why the same sign was re-ordered because it is the original sign approved by the Coastal Development permit. Chantell closed the discussion by stating that if any other major modifications are needed or posting additional signage will need a new permit and or exemption to the current permit.

3B. [22-043](#) Traffic Modification Application For the Intersection Of Harold Street and Oak Street

Chief Naulty began by stating that the application for traffic modification stemmed from two juvenile pedestrians on their way to school and where hit by a vehicle in November of last year. The Chief mentioned that he placed the radar trailer out in the intersection to get data from the week of Thanksgiving week when the children had no school and compared the data from a regular school week. There is a drastic increase of at least 143 cars when school is open. The data collected demonstrates that there is extensive amount of vehicles that go through the intersection and can cause potential safety issues. The department has been assisting by having an officer, when available, out in the morning during school days to help at the cross walks at that particular intersection.

Chantell O'Neal spoke regarding the longer term solutions that are under work. One of the solutions pertains to a consultant from UC Berkeley's Research and Development to conduct free of cost street analysis. The City notified the first consultant that instead of all the entire City street analysis they want to focus mainly on safer routes to school. The "Walking Site Audit" is scheduled for March 17, 2022 and it will include with stakeholders like, Council members, principles from all schools, the superintendent, and any concerned citizens who have voiced their concerns in the past regarding safer school routes. The second solution is the completion of the "Local Road Safety Program" conducted by TJKM. This is particularly a document that allows the City to qualify for federally funded Highway Safety Improvement Program Projects. The plan is to have the data from UC Berkely and then from TJKM consultant so that they can prepare a federal grant to potentially see funds for street safety improvements.

Public comment made by applicant Jennifer Salyer.

Chief Naulty reiterates that the cross walk officer is a hit or miss due to staffing.

4. MATTERS FROM COMMITTEE / STAFF

4A. [22-073](#) Receive Oral Update From Staff On Departmental Activities

Chief Naulty updated the committee that all three recruits have passed their first stage of three in the Academy. The Department swore in a new officer, Aldea Miles, on Monday February 14, 2022. We are beginning to look into hiring new Community Officers. One last comment is that he would like to commend his officers for working fast and efficient in solving a local business' burglary this week and one arrest has been made.

ADJOURNMENT

Committee Member Norvell adjourned the meeting at 3:39 PM.



City of Fort Bragg

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Text File

File Number: 22-648

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5M.

Approve Minutes of December 12, 2022



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, December 12, 2022

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

8. CONDUCT OF BUSINESS

- 8A.** [22-576](#) 2022 City Council Reorganization
1. Adopt City Council Resolution Reciting the Fact of the General Municipal Election Held on November 8, 2022, Declaring the Result and Such Other Matters as Provided by Law
 2. Recognize Outgoing City Councilmember Morsell-Haye
 3. Administer Oaths of Office and Issue Certificates of Election
 4. Conduct City Council Reorganization
 - a. Selection of Mayor
 - b. Selection of Vice Mayor

City Clerk Lemos reviewed the Agenda Item Summary Report for this item with the City Council.

Public Comment: None.

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

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

Enactment No: RES 4635-2022

Mayor Norvell acknowledged Vice Mayor Morsell-Haye for her service on the City Council and presented her with a plaque in recognition of her work on the Council. The Vice Mayor gave a short speech saying it was an honor to serve on the Council and listed the many accomplishments the Council had achieved during the last four years. All Councilmembers made brief comments and thanked Vice Mayor Morsell-Haye for serving on Council.

City Clerk Lemos administered Oaths of Office to new Councilmembers Albin-Smith, Godeke, Peters, and Rafanan and presented them with their Certificates of Election.

ROLL CALL

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

8A. [22-576](#) 2022 City Council Reorganization

A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, to nominate Bernie Norvell for Mayor. The motion carried by the following vote:

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

A motion was made by Mayor Norvell, seconded by Councilmember Rafanan, to nominate Jason Godeke for Vice Mayor. The motion carried by the following vote:

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

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

(1) Jay McMartin Rosenquist. (2) None. (3) N/A.

3. STAFF COMMENTS

Chief Cervenka talked about winter weather shelter, noting that so far 54 rooms have been used. City Manager Ducey said City Hall will be open during the holidays except for December 23 and 26 and January 2.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Rafanan said she did a ride-along with the Care Response Unit (CRU) and said it is a humane approach to people on the streets. She thanked the community of Fort Bragg for electing her, stating it is an honor to serve and she will do her best for the community. Councilmember Peters thanked the community for showing faith and support in his candidacy;

this is his 20th year on the Council. Councilmember Albin-Smith talked about Winter Wonderland, noting that it was a big success. She reported that Visit Fort Bragg Committee selected some new members: Leah Morsell, Barb Bruce, and Jamie Peters. Councilmember Albin-Smith thanked the people who voted for her. Vice Mayor Godeke said it is an honor to sit on the dais and thanked staff and the people who took the time to talk with him during the campaign. Mayor Norvell asked Councilmembers to email him with their preferences for committee appointments. Mayor Norvell appointed Vice Mayor Godeke to replace Jessica Morsell-Haye on the Homeless Ad Hoc Committee.

5. CONSENT CALENDAR

Approval of the Consent Calendar

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

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

5A. [22-557](#) Approve Maddy Act Notice Providing List of Appointed Terms Expiring in 2023

This Consent Calendar item was approved on the Consent Calendar.

5B. [22-588](#) Approve Scope of Work for a Request for Proposals for Design Services for the Town Hall & Facilities Remodel Project, City Project No. PWP-00122

This Scope of Work was approved on the Consent Calendar.

5C. [22-600](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4636-2022

5D. [22-601](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4637-2022

5E. [22-599](#) Approve Minutes of November 28, 2022

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

8B. [22-607](#) Nomination and Appointment of Planning Commissioners to Serve on the Fort Bragg Planning Commission and Swearing In of New Commissioners

The City Council heard nominations from the newly-elected members of City Council for their choice of Planning Commissioner. Councilmember Albin-Smith nominated Jary Stavely. Councilmember Rafanan nominated David Jensen. Vice Mayor Godeke nominated Commissioner Jeremy Logan for continued appointment. Councilmember Peters nominated Commissioner Stan Miklose for continued appointment.

Public Comment was received from Jay McMartin Rosenquist.

Both Jary Stavely and David Jensen spoke to the City Council and gave brief summaries of their qualifications and careers.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the following Planning Commission Appointments be approved: Jary Stavely, David Jensen, Stan Miklose and Jeremy Logan. The motion carried by the following vote:

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

8C. [22-598](#) Receive Report and Consider Adoption of City Council Resolution Accepting the Lowest Responsive Bid, Awarding the Contract for the Bollard and Street Light Project, City Project PWP-00127, to Fort Bragg Electric, Inc., Approving Budget Amendment No. 2022/23-11, Adjusting the FY 2022/23 Budget to Appropriate \$299,276.54 from the 2022 Streets Project (Account No. 250-7999-0799 to 421-7999-7999), Authorizing City Manager to Execute Contract (Amount Not to Exceed \$299,276.54; Account No. 421-4870-0731) and Finding the Project Exempt from CEQA

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

Public Comment: None.

Discussion: After brief discussion, Council consensus was that the project will help with blocking off streets during events and the contract should be awarded to this local company.

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

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

Enactment No: RES 4638-2022

9. CLOSED SESSION

ADJOURNMENT

Mayor Norvell adjourned the meeting at 7:07 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 22-649

Agenda Date: 1/9/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5N.

Approve Minutes of Special Emergency Meeting of January 3, 2023



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Tuesday, January 3, 2023

4:00 PM

Town Hall, 363 N Main Street
and Via Video Conference

Special Emergency Meeting

CALL TO ORDER

Mayor Norvell called the meeting to order at 4:00 PM.

ROLL CALL

Present: 4 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Council Person Lindy Peters and Council Person Marcia Rafanan

Absent: 1 - Council Person Tess Albin-Smith

1. PUBLIC COMMENTS ON THIS SPECIAL MEETING AGENDA

None.

2. CONDUCT OF BUSINESS

2A. [22-638](#) Receive Report from Chief of Police, Public Works Director and Others Regarding Severe Weather Event and Disaster Preparedness

The City Council received reports on the severe weather event anticipated to occur January 4, 2023. The purpose of this emergency meeting, as explained by City Manager Ducey, is to inform the Council about preparedness activities but also to inform the residents of Fort Bragg about the storm and what actions are being taken by the City, the local hospital, and the school district.

The following persons provided reports:

- Peggy Ducey, City Manager
- Neil Cervenka, Police Chief
- John Smith, Public Works Director
- Isaac Whippy, Finance Director
- Judy Leach, Administrator of Adventist Health Mendocino Coast
- Joseph Aldridge, Superintendent of Fort Bragg Unified School District

Pursuant to Government Code Section 54956.5(e), the list of persons notified or attempted to be notified of this special emergency meeting, a copy of the roll call vote, and any actions taken at the meeting are as follows:

(1) Persons notified: All City Council Agenda "Notify Me" subscribers and all City Press Release "Notify Me" subscribers, which includes the email addresses for all local and regional members

- of the media;
- (2) Roll call vote: No vote was taken;
- (3) Actions taken: No action was taken at the meeting.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 4:40 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 22-622

Agenda Date: 1/9/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number: 7A.

Conduct Public Hearing, Receive Report, Receive Finance & Administration Committee Recommendation, and Consider Adoption of City Council Resolution Approving the City's General Plan Maintenance Fee



AGENCY: City Council
MEETING DATE: January 9, 2023
DEPARTMENT: Administration
PRESENTED BY: Matrix Consulting Group
EMAIL ADDRESS: smccormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Conduct Public Hearing, Receive Report, Receive Finance & Administration Committee Recommendation and Consider Adoption of City Council Resolution Approving the City's General Plan Maintenance Fee

ISSUE/BACKGROUND:

On November 8, 2004, the City of Fort Bragg adopted a General Plan Maintenance Fee equal to 1.5% of the total construction permit valuation. However, during the 2019 midterm budget process, City staff was unable to determine the estimated reasonable cost for preparing/amending plans and policies associated with the General Plan Maintenance Fee. In response, City Council directed staff to draft a resolution to temporarily waive this fee, and solicit proposals from qualified firms to conduct an analysis in order to determine the appropriate fee level for the City's General Maintenance Fee.

ANALYSIS:

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 is required to adopt. The City utilizes these funds for the development and environmental review of amendments to the Coastal General Plan, the Coastal Land Use and Development Code, the Inland General Plan, and the Inland Land Use and Development Code. This fee is authorized by Government Code Section 66014(b) and given the State's increased housing regulations and climate adaptation/mitigation strategies, preserving funding sources for long range planning efforts is more critical than ever.

The City's previous 1.5% General Plan Maintenance Fee was higher than what other jurisdictions charge and totaled a significant amount when compared with total building permit fees. Updating the City's General Plan Maintenance Fee would bring the City of Fort Bragg into alignment with other jurisdictions and ensure the City's ability to recover costs for long-range planning efforts.

The City released a Request for Proposals on November 24, 2021, and Matrix Consulting Group was selected as the responsive and qualified firm. Matrix was tasked to determine the reasonable costs associated with long-range planning efforts for the City of Fort Bragg. Based upon General Plan components and in-house staffing costs, the Matrix Consulting team calculated the full cost of the General Plan Maintenance Fee as 0.53% of the Building Permit Valuation – nearly 1.00% lower than the current/suspended fee (**Attachment 1 – General Plan Maintenance Fee Analysis**).

On November 9, 2022 Matrix presented their methodology and results to the Finance & Administration Committee. Committee members considered the analysis and recommend

City Council approval of calculating the General Plan Maintenance Fee as 0.53% of building permit valuation.

RECOMMENDED ACTION:

Conduct Public Hearing, receive report, receive Finance and Administration Committee recommendation, review analysis conducted by Matrix Consulting Group and adopt resolution to approve General Plan Maintenance Fee.

ALTERNATIVE ACTION(S):

1. Request additional information.
2. Eliminate the fee and rely on General Fund tax revenue to fund the updates to the City's Municipal Codes and major updates to its Coastal and Inland General Plans.
3. Provide alternative direction to staff.

FISCAL IMPACT:

The cost of professional services to conduct General Plan Maintenance Fee Analysis was not to exceed \$12,000. The purpose of the General Plan Maintenance Fee is to offset the costs associated with the City's long-range planning efforts. Actual costs can vary significantly from year to year based on staffing costs, organizational needs and capacity, economy, and/or success of securing grant awards.

GREENHOUSE GAS EMISSIONS IMPACT:

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

CONSISTENCY:

The requirements to increase planning and development fees are set forth in [Government Code Section 66014](#). Those fees may not exceed the estimated reasonable cost of providing the service, unless approved by a popular vote of two-thirds by election. Reasonable cost of providing the service may be based on an estimate such as a budget or other calculation. A City must be able to set forth a reasonable method for determining whether a fee exceeds the estimated reasonable costs of providing the service.

IMPLEMENTATION/TIMEFRAMES:

New fees are not effective until at least 60 days after adoption of Resolution pursuant to California Government Code Section 66017(a). Should City Council approve the Resolution establishing General Plan Maintenance Fee on January, 9, 2023, the fee could be implemented on Monday, March 13, 2023.

ATTACHMENTS:

1. Resolution 2023 General Plan Maintenance Fee
2. General Plan Maintenance Fee Analysis (Exhibit "A" of Resolution)
3. Public Hearing Notice

NOTIFICATION:

1. "Notify Me" subscriber lists: Finance and Budgeting; Public Hearings

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ADOPTING GENERAL PLAN MAINTENANCE FEE**

WHEREAS, the City of Fort Bragg adopted a General Plan Maintenance Fee on November 8, 2004 to be effective January 7, 2005 equal to 1.5 percent of the total construction permit valuation; and

WHEREAS, adoption by the City of Bragg of the General Plan Maintenance Fee followed Assembly Bill 2936, signed into law on September 26, 2002 by the California State Governor and effective January 1, 2003 which authorized the establishment of fees, not to exceed the estimated reasonable cost necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings; and

WHEREAS, AB 2936 was amended and is set forth in California Government Code Section 66014; and

WHEREAS, the City Council directed staff to professionally review and document the basis for a revised General Plan Maintenance Fee so that the fee does not exceed the estimated reasonable cost necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings; and

WHEREAS, until such time as a General Plan Maintenance Fee analysis could be conducted and the appropriate fee for long range planning efforts determined, the City temporarily waived collection of a General Plan Maintenance Fee through Resolution 4314-2020; and

WHEREAS, the timeline of the waiver was extended by Resolution 4398-2021 and Resolution 4471-2021; and

WHEREAS, the City contracted with Matrix Consulting Group to professionally review and document the estimated reasonable cost necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make necessary findings; and

WHEREAS, on January 9, 2023, City Council conducted a properly noticed Public Hearing and reviewed the General Plan Maintenance Fee Analysis prepared by Matrix Consulting Group and determined a General Plan Maintenance Fee of 0.53% of the Building Permit Valuation would cover reasonable costs associated with long term planning efforts for the City of Fort Bragg; and

WHEREAS, adopting a General Plan Maintenance Fee is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15273(a)(1) which provides an exception for modifications to fees for the purpose of meeting operating expenses. The General Plan Maintenance Fee was established to offset the cost to prepare and revise the plans and policies that Fort Bragg is required to adopt before it can make necessary findings; and

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

1. All notices and publications have been given in accordance with Government Code Section 66016; and
2. Information regarding the proposed fee, 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
3. The analysis to determine the appropriate cost to prepare and revise the plans and policies that the City of Fort Bragg is required to adopt, as identified in Exhibit "A" have been reviewed and are found not to exceed the estimated and reasonable cost of providing the service for which the fees are levied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a General Plan Maintenance Fee of 0.53% of the Building Permit Valuation.

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 9th day of January, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

EXHIBIT A

General Plan Maintenance Fee Analysis

CITY OF FORT BRAGG, CALIFORNIA

FINAL REPORT

November 2022



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1. Introduction and Executive Summary

The following report presents results of the General Plan Maintenance Fee Analysis conducted by the Matrix Consulting Group for the City of Fort Bragg (City).

1 Project Background and Overview

Prior to 2019 the City of Fort Bragg used to assess a General Plan Maintenance fee of 1.5% on all Building Permit fees. This fee was intended to recover costs associated with the City's long-range planning efforts, and most importantly any updates to its Inland and Coastal General Plan. As the City has not evaluated this fee in at least 10 years, in 2019 the City Council decided to waive the application of the General Plan Maintenance fee, due to the lack of available documentation outlining how the fee was calculated.

With the recent emphasis of State guidelines on long-range planning activities for local communities, it is imperative that this fee be evaluated to ensure that it is compliant with legal regulations and sufficient to meet the City's needs. The results of this study provide an understanding of the current costs associated with long-range planning activities and the calculation of a current General Plan Maintenance fee.

2 General Project Approach and Methodology

The Matrix Consulting Group accomplished the requested scope of work by applying a thorough project approach that included:

- **Reviewing Long-Range Planning Activities:** Reviewing information provided by the City regarding the types of long-range planning activities that can be covered under the fee such as Housing Element Update, Land Use Elements, and other components of Inland and Coastal plans.
- **Collecting Building Permit Information:** Working with City staff to collect information regarding the types of building permits being issued and overall development activity.
- **Evaluating Staffing Costs Associated with Long-Range Planning:** Determining the estimated hours spent by in-house City staff in support of long-range planning activities.

- **Reviewing Legal Regulations:** Ensuring appropriate compliance with state and local guidelines regarding the calculation and application of the General Plan Maintenance Fee.
- **Discussing Draft Results:** Reviewing draft results with City staff to ensure that they are reflective of appropriate costing assumptions.
- **Documentation of Results:** Documenting the calculation methodology and nexus between general plan costs and fee application for transparency.

These steps enabled the project team to ensure that all components were reviewed and discussed to allow for the most fair and defensible calculation of the General Plan Maintenance fee.

3 Legal Summary

The General Plan Maintenance fee is governed by Government Code Section 66014(b) which states that fees “may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and recommendations.” This code states that fees can be charged against zoning changes, zoning variances, use permits, building inspections, and filing applications.

It is important to note that unlike other fees, the General Plan Fee cannot be considered a “user fee” or a “fee for service”. There is no “service” that is being provided. Rather the fee is meant to be charged against user fees to recover the costs associated with development and preparation of the overall General Plan. It is more similar in nature to an impact fee. The fee is most typically charged in the Building Phase, as it is during that phase when there is an actual impact that is made to the footprint of the community, which will impact the land use, housing, circulation, and all other elements of the General Plan.

It is proposed that this fee be charged as a percentage of the construction valuation, due to the relationship between the construction valuation and the impact on the City’s long-range planning and general plan efforts. Projects that have a lower dollar value tend to be smaller projects in nature (i.e., remodels, renovations, etc.) and do not have as much of an impact on General Plan elements such as the housing element or transportation element. However, adding a new house or replacing an existing house, with a completely different house, which is generally valued higher, has a much larger impact on the overall zoning and housing density of the City and therefore on the larger General Plan. By

utilizing valuation as the metric for the fee, the City ensures that the fee scales proportionately to the project and its impact on the overall General Plan.

4 Summary of Results and Recommendations

Based upon the General Plan components and in-house staffing cost, the project team calculated the full cost of the General Plan Maintenance fee as 0.53% of Building Permit Valuation. The following table shows the current fee, the full cost calculated, and the resulting difference:

Table 1: Comparison of General Plan Maintenance Fee

<u>Fee Name</u>	<u>Current (Suspended) Fee</u>	<u>Full Cost Fee</u>	<u>Difference</u>
General Plan Fee - % of Valuation	1.50%	0.53%	0.97%

As the table indicates, the full cost fee calculated for the General Plan Maintenance Fee is 0.53% of the Building Permit valuation. The City’s current (suspended) General Plan Maintenance Fee is 1.50% of the valuation. The full cost fee of 0.53% is almost 1.00% lower than the current (suspended) fee. It is important to note that this fee has not been reviewed in over 10 years and costs associated with many of these activities have changed. It is critical for the City to re-implement this fee as there has been an uptick in these activities due to new state regulations and updates to the policies and plans.

The 0.53% calculated is the maximum justifiable fee that can be assessed. If the Council were to assess a lower fee, it would result in a subsidy, with remaining costs needing to be funded through alterative mechanisms.

The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among Council members and City staff, and do not represent a recommendation for where or how the Council should act. The setting of the “rate” or “price” for services, whether at 100 percent full cost recovery or lower, is a policy decision to be made only by the Council, with input from City staff and the community.

The City already follows best practices by collecting the revenue associated with this fee in a separate fund and account. This ensures that the funds for the General Plan can only be used to help fund the updates to plan elements and offset staff costs. The City should continue to follow this practice. Furthermore, unlike other fees, there should be no annual increase applied to this fee, as this is a fee based upon a calculation that already considers the most recent economic environment.

2. General Plan Fee Calculation

Up until 2019 the City of Fort Bragg assessed a General Plan Maintenance Fee as part of its building permit process. The fee was meant to account for updates to the general plan, zoning ordinance, housing elements, and other long-range planning activities that are part of the larger General Plan. This is a typical fee charged by many jurisdictions. The following subsections discuss the annual costs associated with the General Plan Maintenance Fee, the calculation of the fee, a comparison of the fee, and overall fee recommendations.

1 General Plan Fee Annual Costs

Fort Bragg has historically charged its General Plan Maintenance fee as a percentage of anticipated building valuation, calculated at the time of building permit submittal. The concept behind charging this fee during the building permit phase is to recoup costs incurred by the City for conducting zoning code and general plan updates as a result of future development.

Fort Bragg staff track their time spent against General Plan or long-range planning activities. The project team worked with staff to collect and utilize a three-year average of time spent working on long-range planning activities. In addition to internal staff cost there are contracted costs associated with updates to the Inland and Coastal General Plans. The following table shows by cost component the total cost associated with each type of cost factor, the life of the cost factor, and the resulting annual cost:

Table 2: General Plan Maintenance Fee Cost Components

Cost Category	3 yr. Avg of Time (hours)	Cost	Life (Yrs.)	Total Annual Cost
Finance Director	3.00	\$158.73	1	\$476
Admin Assist (CDD)	17.75	\$130.00	1	\$2,308
Associate Planner	3.50	\$128.68	1	\$450
CDD Director	67.50	\$168.03	1	\$11,342
Assistant Planner	142.75	\$125.03	1	\$17,847
Assistant to City Manager	67.00	\$141.83	1	\$9,503
City Manager	15.58	\$209.12	1	\$3,259
Asst. Dr. – Eng.	5.00	\$158.73	1	\$476
Sr. Planner	100.75	\$130.00	1	\$2,308
		Subtotal Staffing Costs		\$59,773
Inland General Plan		\$500,000	20	\$25,000
Coastal General Plan		\$750,000	20	\$37,500
Housing Element		\$250,000	8	\$31,250
		Subtotal Non-personnel Costs		\$93,750
Total General Plan Maintenance Annual Cost				\$153,523

The total annual costs associated with updating the General Plan are approximately \$153,523; of which staff costs represent \$59,773. It is important to note that the staff costs in the table are representative of fully burdened hourly rates and billable time.

2 General Plan Fee Calculation

The General Plan fee is currently assessed as a percentage of the building valuation. Therefore, to calculate the General Plan Fee, the project team collected the City's annual building valuation recorded by Mendocino County. The following table shows by Fiscal Year the total Building Permit Valuation.

Table 3: Building Permit Valuation

Fiscal Year	Annual Building Valuation
2018	\$21,297,447
2019	\$23,372,467
2020	\$33,698,613
2021	\$134,116,603
2022	\$37,980,428
Average Annual Building Valuation¹	\$29,087,239

In order to assess this fee as a percentage of the building valuation, the project team took the annual cost associated with general plan upkeep calculated in table 2 and divided it by the average annual building permit valuation calculated in table 3. The following table shows this calculation:

Table 4: General Plan Maintenance Fee Calculation

Category	Amount
Total General Plan Annual Maintenance Cost	\$153,523
Average Building Permit Valuation	\$29,087,239
General Plan Maintenance Fee	0.53%

Based upon the above table, the City's full cost fee for the General Plan is 0.53% of building permit valuation. This indicates that if a building valuation is \$100,000, it's General Plan fee would be \$530. The following table compares the city's previous fee to the full cost fee:

¹ Due to the extreme outlier nature of the FY21 valuation, this valuation was excluded from the annual valuation calculation.

Table 5: General Plan Maintenance Fee Per Unit Result Comparison

Category	Current (Suspended) Fee	Full Cost	Difference
General Plan Maintenance Fee	1.50%	0.53%	0.97%

The City’s current (suspended) fee is 1.50%, meaning that a permit valuation of \$100,000 would result in a \$1,500 fee. In comparison, the full cost fee calculation of 0.53% would result in a fee of \$530.

Utilizing valuation as the proxy for a project’s impact on the General Plan creates proportionality. Smaller projects with less of an impact on the footprint of the community have a lower valuation (i.e., remodels and additions), while larger projects (i.e., new construction) that have a greater impact on the General Plan have a much larger valuation. Therefore, assessing the General Plan Maintenance fee on a project’s valuation will ensure that all projects pay a fee proportionate to their impact.

3 Summary

Overall, the purpose of the General Plan Maintenance Fee is to set aside funds to be used to update the next general plan. The previous fee of 1.5% exceeds the cost of covering in-house staff and consulting expenses related to maintaining the General Plan. The City’s full cost fee of 0.53% more accurately reflects the support that is needed based upon the current fiscal environment. The City should review the analysis conducted and determine where and how to set the General Plan Maintenance Fee.

The proposed fee should continue to be collected and accounted for in a separate fund in compliance with accounting best practices.

3. Comparative Survey

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of the General Plan Maintenance Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. General Plan Fees are typically assessed in two different manners:

- 1. **% of Building Permit Fee:** This is when the fee is charged as a proportion of the building permit fee, similar to a Plan Check Fee. For example, if the fee is 1% of the Building permit fee, if the building permit fee is \$100, the General Plan Fee is \$1.
- 2. **% of Building Valuation:** This is similar to Fort Bragg where the fee is charged as a proportion of overall building valuation. For example, if the fee is 0.01% of the Building valuation fee, if the building’s project valuation is \$10,000, the General Plan Fee is \$100.

The following table shows the results of this comparative analysis, broken out between the two types of fees:

Table 6: General Plan Maintenance Fee – Comparative Survey

Jurisdiction	% of Building Permit Fee	% of Building Valuation
Half Moon Bay		0.25%
Mendocino County		0.65%
Pismo Beach	5%	
Ukiah	15%	
Willits		0.14%

Most of the surrounding jurisdictions charge a General Plan Maintenance Fee, however not all of them charge the fee in a similar manner. For example, Half Moon Bay, Mendocino County, and Willits charge their fee as a percentage of valuation like Fort Bragg, whereas Pismo Beach and Ukiah charge their fee as a percentage of the permit fee.

The City’s current (suspended) fee of 1.5% is well above all comparable jurisdictions who charge as a percentage of valuation. The full cost fee of 0.53% is below Mendocino County’s fee but higher than the fees charged by Half Moon Bay and Willits.

Updating the City’s General Plan Maintenance fee will allow Fort Bragg to be in alignment with other jurisdictions and better recover its costs for long-range planning efforts.



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

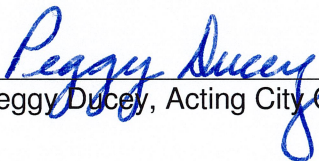
NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **MONDAY, JANUARY 9, 2023**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

Proposed Resolution Adopting City of Fort Bragg General Maintenance Fee

At least 10 days prior to the meeting, the data indicating amount of cost or estimated cost required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service will be made available to the public for review. 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. 102 to schedule an appointment for review and/or copying during normal business hours.

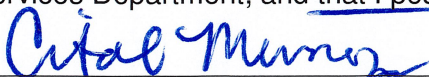
All interested persons are invited to appear at this meeting to present their comments and be heard as to whether the proposed rates and charges are discriminatory or excessive. Written communications should be received no later than the hearing date.

DATED: December 29, 2022
PUBLISH: December 29, 2022
December 29, 2022


Peggy Ducey, 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 29, 2022.


Cristal Munoz, Administrative Analyst



CIUDAD DE FORT BRAGG

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

AVISO DE AUDIENCIA PÚBLICA

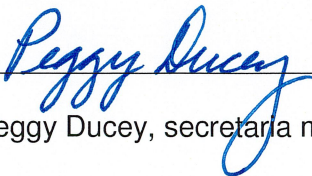
POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión ordinaria que se llevará a cabo a las 6:00 p. m., o tan pronto como se escuche el asunto, el **LUNES 9 DE ENERO DE 2023** en el Ayuntamiento , esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública se referirá al siguiente tema:

Resolución propuesta que adopta la tarifa de mantenimiento general de la ciudad de Fort Bragg

Al menos 10 días antes de la reunión, los datos que indiquen el monto del costo o el costo estimado requerido para brindar el servicio por el cual se aplica la tarifa o el cargo por servicio y las fuentes de ingresos previstas para brindar el servicio se pondrán a disposición del público para su revisión. . 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; llame al 707-961-2823, ext. 102 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 escuchados sobre si las tarifas y los cargos propuestos son discriminatorios o excesivos. Las comunicaciones por escrito deben recibirse a más tardar en la fecha de la audiencia.

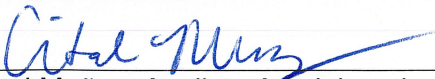
FECHA: 29 de diciembre de 2022


Peggy Ducey, secretaria municipal interina

PUBLICAR: 29 de diciembre de 2022
29 de diciembre de 2022

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 caso del Aviso del Ayuntamiento el 29 de diciembre de 2022.


Cristal Muñoz, Analista Administrativo

Taxpayers Against Government Deception

Public Comment Memo

To: City of Fort Bragg

Date: January 9, 2023

RE: Public Hearing and Proposed Resolution Adopting City of Fort Bragg General Plan Maintenance Fee

Taxpayers Against Government Deception (T.A.G.D.) is a newly-formed association of taxpayers and local residents who are concerned about the efforts of local government to impose fees and taxes on people and businesses in a manner that we feel is excessive or unjustified. In these challenging times of economic uncertainty and our local housing crisis, T.A.G.D. is particularly concerned about taxes, service charges, and fees like the City of Fort Bragg's proposed General Plan Maintenance Fee, that will add to the financial burdens of living and conducting business in the City of Fort Bragg and the Mendocino Coast.

The proposed fee is very concerning because it will apply to new and remodeled housing development, which are already expensive and out of reach for many local residents who are being squeezed by a limited local housing supply and inflation. Local rental rates have increased to a level that is excessive for many households and one of the few ways to tackle that issue is the development of new housing units or rehabilitation of existing units that aren't on the current rental market. Unfortunately, the cost of construction is a significant barrier to housing development due to increased building material costs and financing costs associated with relatively high interest rates.

Based on a review of the study that was prepared for this fee, it seems the City of Fort Bragg is trying to justify an amount that is significantly higher than the actual cost to be incurred by the City of Fort Bragg to perform long-range planning, in part by attempting to rely on expense "projections" that have no clear support or justification, including staff and consulting costs that exceed the historic expenses that were actually charged to this funding accrued from past development projects.

Consequently, T.A.G.D. objects to the City of Fort Bragg trying to impose a General Plan Maintenance Fee set at 0.53% of the building permit valuation and encourages the City Council to revise the study and calculate the fee based on a lower percentage that is based on the actual historic expenses that have been charged to this special funding. The rate must also reflect the City's proven track record of securing outside grant funding to pay for the bulk of its long-range planning rather than this fee.



City of Fort Bragg

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

Text File

File Number: 22-621

Agenda Date: 1/9/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with HDR Engineering, Inc for the Preparation of the Water Distribution System Master Plan, City Project No. WTR-00023, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$818,505; Account No. 651-6128-0731)



AGENCY: City Council
MEETING DATE: January 09, 2023
DEPARTMENT: Public Works
PRESENTED BY: Chantell O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with HDR Engineering, Inc. to Prepare the Water Distribution System Master Plan, City Project No. WTR-00023, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$818,505; Account No. 651-6128-0731)

ISSUE:

On December 16, 2022, the City received two (2) timely proposals from civil engineering consulting firms for the preparation of a the City's Water Distribution System Master Plan. Public Works Department staff reviewed the proposals and recommend that HDR Engineering, Inc. be selected as the firm for the project. HDR is well qualified to perform the work and has an excellent record of accomplishments with the City in preparation of other studies and projects. Some recent designs completed by HDR include the Waste Water Treatment Plant Overhaul and the Water Treatment Plant upgrade. HDR also has a extensive experience with the preparation of utility Master Plans nationwide.

ANALYSIS:

The purpose of the Water Master Plan is to identify and prioritize critical water system improvements to the treated water distribution system to ensure that a resilient system with adequate water facilities necessary to meet current and future demand remains available to customers in perpetuity. One of the primary strategies needed to successfully manage the City's water assets, is to develop a comprehensive Capital Improvement Plan that we can confidently rely on year after year to be able to provide the right balance that considers replacing aging infrastructure as well as meeting growth and redevelopment, capacity, and reliability needs.

A review of the submittal prepared by HDR makes clear the firm clearly understands the tasks at hand including quality control. They have the experience and qualifications necessary to focus on assignment and coordination of resources needed to complete the tasks properly, on schedule, and within budget. Attached to this report is the request for proposals (Attachment 3) which established the parameters for the project as well as the scope of work sections submitted by each firm (Attachments 4 & 5). A review and comparison of the proposed services offered by each firm helps portray the substantial difference in proposed project costs, namely the quantity of work and time commitment assumed for performance by each.

RECOMMENDED ACTION:

Adopt Resolution approving Professional Services Agreement with HDR Engineering, Inc., to prepare the Water Distribution System Master Plan, City Project No. WTR-00023, and

AGENDA ITEM NO. 8A

Authorizing City Manager to Execute Contract (Amount Not To Exceed \$818,505; Account No. 651-6128-0731).

ALTERNATIVE ACTION(S):

1. Adopt Resolution approving Professional Services Agreement with Alternate Design Firm KASL Consulting Engineers to prepare the Water Distribution System Master Plan, City Project No. WTR-00023, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$546,500; Account No. 651-6128-0731); or
2. Reject all proposals and solicit a new Request for Proposals (RFP).

FISCAL IMPACT:

This project will be funded through water enterprise funds as budgeted in the 2022/2023 Fiscal Year; \$850,000 was budgeted for the preparation of the Water Distribution Systems Master Plan. Accepting the proposal of HDR at \$818,505, leaves \$31,495 in the budget to potentially incorporate one or both of the Alternate activities into the project. Staff would be prepared to make those recommendations after the preparation of the technical memorandum for a programmatic environmental report has been completed.

GREENHOUSE GAS EMISSIONS IMPACT:

There is little to no increase in Greenhouse gas emissions associated with the preparation of the Water Distribution System Master Plan.

CONSISTENCY:

General Plan Element 3 Public Facilities, is intended to identify essential public facilities and services and to describe policies and programs that will ensure that the existing and future population of Fort Bragg is provided the best feasible level of public services and infrastructure. This Element hosts policies ranging from ensuring infrastructure is maintained, to planning for long-term solutions and system wide resiliency. Element 7 Safety, deals with the protection of the community from unreasonable risks associated with the effects of earthquakes, landslides, slope instability, subsidence, other geologic hazards, flood, and fire. The preparation of the Water Master Plan is an important step to fulfilling the policies, goals, and programs established in the General Plan by gaining a better understanding of the current system, analyzing risks, and planning projects systematically to ensure a robust water system for the citizens of Fort Bragg.

IMPLEMENTATION/TIMEFRAMES:

Bid Opened – December 2022

Contract Execution and Notice to Proceed – January 2023

Mapping and Modeling – through October 2023

Analysis and Capital Project Planning – through March 2024

Final Project Report and Closeout – Spring 2024

ATTACHMENTS:

1. Resolution PSA Water Master Plan
2. RFP Response List
3. Water Master Plan RFP Scope of Work
4. HDR Scope of Work
5. KASL Scope of Work
6. HDR Contract

NOTIFICATION:

1. Arashdeep Singh, P.E., HDR Engineering, Inc.
2. Jack Scroggs, P.E., KASL Consulting Engineers

RESOLUTION NO. ____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AWARDING PROFESSIONAL SERVICES AGREEMENT TO HDR ENGINEERING, INC. TO PREPARE THE WATER DISTRIBUTION SYSTEM MASTER PLAN, CITY PROJECT NO. WTR-00023, AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$818,505; ACCOUNT NO. 651-6128-0731)

WHEREAS, the City of Fort Bragg released a request for proposals on October 26, 2022 seeking qualified engineering firms interested in contracting with the City of Fort Bragg to prepare the Water Distribution System Master Plan; and

WHEREAS, the City received two (2) proposals from qualified firms which included proposals from KASL Consulting Engineers in the amount of \$546,500 and HDR Engineering, Inc. in the amount of \$818,505; and

WHEREAS, staff thoroughly reviewed and evaluated each proposal; and

WHEREAS, based on available budget and the submittals received, staff recommends selecting HDR Engineering, Inc. to prepare the Water Distribution System Master Plan in the amount of \$818,505; and

WHEREAS, sufficient funds were budgeted in the Water Enterprise Capital Improvement Program for this study in the 2022/2023 Fiscal Year (FY) Budget; and

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

1. The proposal of HDR Engineering, Inc. meets the requirements of the City's request for proposals.
2. HDR Engineering, Inc. has the expertise necessary to complete the Project.
3. There are sufficient funds available and budgeted in FY2022/23 to fully complete the Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby award a Professional Services Agreement to HDR Engineering, Inc. for the preparation of the Water Distribution System Master Plan, City Project No. WTR-00023, and authorize the City Manager to execute the contract (Amount Not to Exceed \$818,505; Account No. 651-6128-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of January 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



CITY OF FORT BRAGG

RFP OPENING

Water Systems Distribution Master Plan

Written proposals were due by 2:00 PM, December 16, 2022. Two (2) timely proposals were received.

	Submitted By	Qualifications	Staffing/Experience	Timeframe	Hourly Rates	Bid	Comments
1	HDR, INC. 2365 Iron Point Rd., Suite 300 Folsom, CA 95630 T 916.817.4700 F 916.817.4747 https://www.hdrinc.com/ Holly L.L. Kennedy, PE Arashdeep Singh, PE Arashdeep.Singh@hdrinc.com	Has provided water utility engineering services for clients across the nation since 1917. Has extensive experience developing recycled and treated water master plans in California.	<ul style="list-style-type: none"> • Arashdeep Singh, PE, Project Manager, 7 years • Allan Scott, Principal-in-Charge, 38 years • Scott Humphrey, PE, GISP, Technical Lead, 30 years 	Feb. 2023 – Mar. 2024	Between \$130 and \$295/hour	\$818,505.00	No issues with insurance requirements. Significant changes requested to 11 sections of standard contract.
2	KASL CONSULTING ENGINEERS 7777 Greenback Ln, Suite 104 Citrus Heights, CA 95610 T 916.722.1800 F 916.722.4595 http://kasl.com/ John C. (Jack) Scroggs jscroggs@kasl.com	Has been in business for 40 years. Has provided water system planning, design and hydraulic network modeling services to City of Fort Bragg since 2010.	<ul style="list-style-type: none"> • Jack Scroggs, PE, Project Manager, 50 years • Paul Cottingham, CEG, Lead Geologist, 20 years • Dale Bugenig, RG, Lead Hydrologist, 45+ years 	Jan. 2023 – Sep. 2023	Between \$39 and \$235/hour	\$546,500.00	No issues with standard contract or insurance requirements.



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR WATER SYSTEMS DISTRIBUTION

MASTER PLAN

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

BACKGROUND

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

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

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

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

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

The City's water system includes:

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

Update of the existing plan is essential to direct City staff in developing a plan for future needs. The City's water distribution system is critical to the City's water security, so having a relevant master planning document is crucial to understanding and strategically rehabilitating the system. The proposals should anticipate providing support to the City from Master Planning through Preliminary Engineering Reporting, which culminates in a comprehensive document that can be used to facilitate funding applications, environmental analysis, project design, and construction.

Other Background Variables for Consideration:

- a. The City of Fort Bragg is located in an area subject to **seismic activity**.
 - While there are no active earthquake faults in the City, the San Andreas Fault is located approximately nine (9) miles to the west, and the Mayacama fault is 22 miles to the east.
 - Should the Pudding Creek or Noyo River Bridges become unusable following a seismic event, people may not be able to evacuate, emergency access would be blocked, and there is high potential for water distribution line damage/failure in these locations.
 - One of the primary Water Master Plan goals is to create resiliency in the City's water system and thus should address seismic protection of the system against risks associated with the effects of earthquakes, landslides, slope instability, subsidence, tsunami and other hazards including flood and fire.
- b. The City's **Water Treatment Plant** is currently undergoing rehabilitation (2022) and includes rehab of water tank #2.
 - The City is transitioning to **Smart Water Meters** and the installation contract is in progress. The new meters will provide 100% reading accuracy (up from the current 94.2% accuracy), and include early leak detection alarms both to the City and customers, helping to prevent water loss and increase cost savings. The project will replace all existing meters (up to 2,700 residential water meters and 300 commercial water meters) in existing water meter boxes.
- c. The City is preparing to commence design of the **Water and Sewer Line Extension** for the industrial area north of Pudding Creek to the edge of the City limits. The selected consultant should plan to coordinate with the design engineer selected for this project if it is underway simultaneously with Master Planning. Preliminary hydraulic modelling was performed by KASL in 2019.
- d. The City does not have a **Programmatic EIR** for its utility master plans or Capital Improvement Program (CIP). Historically, City practice has been to undertake environmental review as part of each project. The City is interested in understanding the benefits and risks of the timing of the environmental review for utility master planning.
- e. The following facilities and infrastructure are **Not Planned for Consideration** with this study, unless distribution system investigation deems necessary:
 - a. Existing water sources
 - b. Existing raw water transmission pipes
 - c. Water treatment facilities

- d. Existing water storage facilities
- e. Waste Water Treatment Plant
- f. Storm drainage facilities

PROJECT DESCRIPTION AND GOALS

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

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

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

SCOPE OF WORK

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

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

TASK 1: MASTER PLAN

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

TASK 1: DELIVERABLES

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

3. Attendance and presentation at up to three (3) City Council meetings, including preparation of staff reports, meeting notes that incorporate all agency comments, and recommendations to Council regarding adoption of the Final Master Plan.
4. Final Master Plan Report including all other deliverables (listed below) both digitally and three (3) bound hard-copy reports.

TASK 2: MAPPING AND MODELING

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

TASK 2: DELIVERABLES

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

TASK 3: ANALYZING ENVIRONMENTAL VARIABLES

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

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

- Review the City's General Plan (inland and coastal) Element 7 Safety and other Emergency Contingency Planning documents and consider Disaster Mitigation strategies and other environmental factors impacting the City's water resiliency planning including:
 - Impacts of climate change and sea level rise;
 - Analyze geotechnical sensitive areas most subject to seismic activity including earthquakes, landslides, slope instability, subsidence, tsunami, other geologic hazards, flood, and fire;
 - Environmental factors; including soil corrosiveness, pH, ground water, etc.;
 - Environmental Practices; including improving water efficiency, conservation, and working with local watershed groups to maximize the protection of sensitive fish and other members of the native river community.

TASK 3: DELIVERABLES

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

TASK 4: CAPITAL PROJECT PLANNING

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

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

TASK 4: DELIVERABLES

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

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

ALTERNATE TASKS

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

AVAILABLE REFERENCE DOCUMENTS

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

1. The current Water Master Plan (1986) and Water Facilities Study (2013).
2. Planning and Engineering reports and documents, operational data, geographic information data, regulatory standards and policies, jurisdictional land use documents, proposed developments, City's General Plan (inland and coastal), population projections, Supervisory Control and Data Acquisition (SCADA) settings and controls, meter records, and all other data pertinent to the project.
3. City's Standard Specifications and Standard Plans (2009).
4. Existing water hydraulic distribution model (under ownership of a private engineering firm, but can facilitate information gathering).
5. Existing water distribution maps (ArcGIS and AutoCAD).
6. Historical billing records.
7. Summary of chronic problems by type and locations (e.g. old and weak pipes, unknown pipe alignments, inadequate water pressure issues, water valves not exercised, etc.).

8. Emergency Preparedness planning documents.
9. Other relevant studies as needed.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, two (2) 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 December 16, 2022** to:
City of Fort Bragg
Attention: June Lemos, MMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
jlemos@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. Introductory Letter: Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and name of principal contact and email address. The letter should contain a general statement of the firm's basic understanding of the RFP and an expression of the firm's interest in the work and any other summary information that may be useful or informative to the City. The proposal shall be signed by an official authorized to bind the consulting firm and shall expressly state the length of time the proposal is valid for.
 - b. Firm Description: Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - c. Project Team Qualifications: Identify key personnel who would work on the project as assigned and their respective roles. Provide a list of relevant projects demonstrating sufficient experience of proposed staff. Any changes in staff members assigned to City projects shall be approved by the City.
 - d. 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.
 - e. Scope of Work: Provide a narrative description of the Consultant's understanding of the required tasks and deliverables. The description shall include details to implement all minimum tasks described in the Scope of Work and any recommended additions to the list of tasks. Highlight tasks that are required or prudent, in the consultant's opinion, but were not specifically described in this RFP. All assumptions and significant exclusions shall be clearly identified. Identify any unique approaches to the work or strengths related to the identified services.
 - 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. Proprietary Information: Firms submitting a proposal must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become property of the City once submitted.
 - h. Work Schedule: Provide a time schedule for completion of work.
 - i. 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 reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**

- j. 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:

- Quality and adequacy of the proposal
- Understanding of the desired services including quality control
- Experience and qualifications of the Firm
- Work Plan / Scope of Work
- Ability to respond to the City's requests
- Cost and Schedule of Fees

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 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	October 26, 2022
Deadline for Written Questions	December 9, 2022
Proposals Due	December 16, 2022 - 2:00 PM
Interviews	TBD
Selection	January 9, 2023

QUESTIONS

Questions should be directed to:

Chantell O'Neal
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
(707) 961-2823 ext. 133
Email: coneal@fortbragg.com

ATTACHMENTS

Exhibit A – City's standard Professional Services Agreement

EXHIBIT A to RFP

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 _____ [project description], 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

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;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written

consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed _____ 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 _____, 20____. 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 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY

CONSULTANT

By: _____
Peggy Ducey
Its: City Manager

By: _____
Its: _____

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

E Scope of Work

Understanding/Approach

The City of Fort Bragg (City), located on California's Mendocino Coast in Mendocino County, owns and operates a water distribution system that provides potable water service to approximately 7,000 residents through roughly 3,000 service connections (2,700 residential and 300 commercial/industrial).

The City receives water from three main sources: Newman Gulch, Waterfall Gulch, and the Noyo River. But tidal influence in the late summer causes the level of salination in the Noyo river to rise. The City has a small desalination plant that has been operational since 2021 to treat the brackish water before discharging it to raw water ponds where it is then sent to the City's water treatment plant for finished water treatment. A rough water system schematic is shown on Figure E-1.

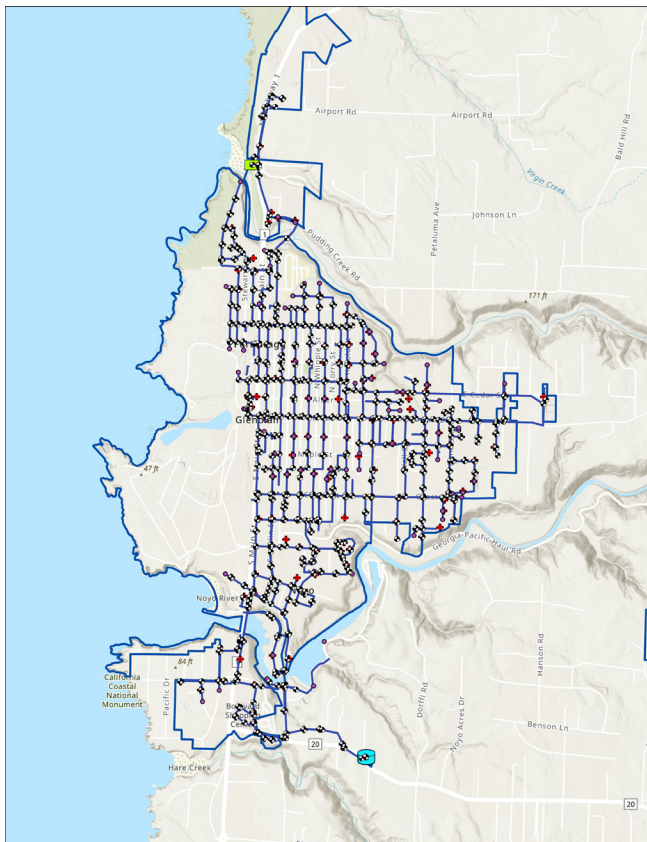


Figure E-1. City of Fort Bragg Water System

The City's water distribution system contains four water tanks, three located at the water treatment plant that primarily gravity supply. The East Fort Bragg Pressure Zone (EFBPZ) contains elevations that are too high to be served via the gravity system and is served by a pump station located on Willow Street.

The City's last water master plan was finalized in April 1986, approximately 36 years ago, and was based on 1980 General Plan data that projected development through the year 2000. Many of the recommendations from the 1986 plan have been implemented.

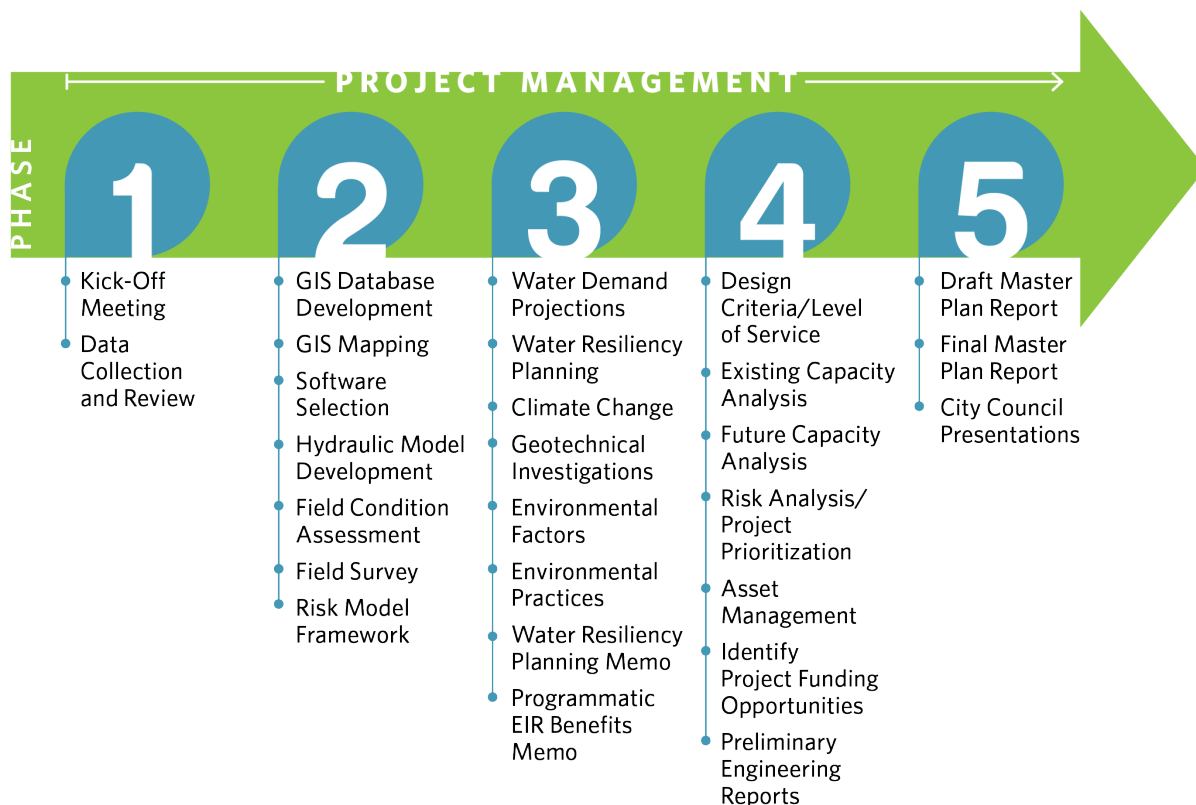
It is important to note that the City is located in an area of potential seismic activity and if the Pudding Creek or Noyo River Bridges are damaged and become unusable, evacuation routes would be cut off and there is a high probability that water infrastructure near these bridges could fail. For this reason, addressing water system risk and resiliency will be a key component of the water system master plan.

We understand that city would like to investigate other issues which include:

1. Identifying distribution system dead-ends so that they may be looped back into the system.
2. Locating shallow pipes which may be prone to damage from surface activity.
3. Investigating climate change implications for low lying areas in the harbor area.
4. Identifying water mains which cross private properties, creating difficulties in accessing them. Relocation shall be prioritized for pipes combined with shallow coverage.
5. Approximately 1/3 of the city's service area is industrial area, which may be re-zoned for development. The city would like to plan for expansion in these areas.

Recognizing the need to update the water master plan based on community changes, economic transition, resiliency, and new technology related to water system planning, the City is seeking to retain

Figure E-2. An example multi-step framework can improve overall master planning efficiency for the City.



the services of an Engineering Consultant to develop a comprehensive water system master plan that provides a roadmap for the City to address existing and future system needs necessary to provide adequate water service to its customers well into the future.

Our project approach relies heavily upon leveraging our project team’s significant experience on similar water planning projects combined with your team’s institutional knowledge and understanding of your systems needs and overall challenges. In our experience, successful projects rely on a partnership between Consultant and Client, leveraging your local experience with our national experience. Project status meetings combined with meetings following key task deliverables will allow the project team to meet the City’s expectations for depth and breadth of the analysis as well as stay informed throughout the planning process and be involved in key decisions so there are no “surprises” when the report is delivered.

Our approach also relies heavily on “actionable results.” Too often, master plans are delivered in a “static” format and tend to “sit on the shelf” with little or no implementation. Our implementation-

focused approach, described in detail in the following sections, will provide the City with actionable improvements that can be implemented based upon a design “trigger.” We also use Power BI dashboards and rely heavily on GIS integration to confirm our plans can be updated efficiently to react with changing external factors. Our detailed project information sheets and 30% design approach will provide adequate detail to allow key recommended projects to seamlessly transition from planning to design.

Details of our understanding and approach, organized by the tasks outlined in the City’s RFP, are provided below.

We understand the City has specific goals desired for the outcomes of this project, as reflected in the overall RFP. Our experience with projects in this nature suggest that tasks tend to shift as well as goals over the duration of the project. The strength of our team is the ability to react and adjust to deliver a plan that meets your goals and objectives within the desired budget.

Approach and Work Plan

We have detailed our approach and scope of work in the following sections. We have organized the scope based on the four major tasks identified in the City's RFP and in Figure E-2 on page E-02.

We assume that if selected, there would be an opportunity to refine and adjust the scope, schedule, and budget prior to award of contract services.

Task 1 – Master Plan

At the start of the project, it is crucial to get organized and gather the necessary data to get our team up-to-speed and quickly moving ahead in coordination with yours. With the numerous individuals involved in this process, we need to ensure that we streamline our efforts to reduce the impact on your team. Prior to our kickoff meeting, we will utilize an interactive tracking tool to assemble a list of data needs that can be used to track our requests. Of course, we will establish and coordinate a protocol that is workable for transfers of files, both large and small, that is convenient and secure.

Once our team has reviewed and analyzed your data, we will be ready to conduct a virtual or in-person meeting (as appropriate) to kick off the project. The objectives of this meeting are to establish the technical and management teams for the project, introduce the teams and stakeholders to the project and how it will be executed, discuss expectations and critical success factors, and review the schedule and next steps. Because you will have received our data requests prior to this meeting, we will also be able to use this meeting to go over our data requests while we have our technical specialists available and ready to engage directly with your team. This effort will utilize our time effectively and allow us to verify our understanding and information, while giving each of our teams the opportunity to ask follow-up questions, provide crucial understanding and details to fill potential data gaps, and determine direction to fill needed information quickly and efficiently.

The overall goal of Task 1 is to review existing data to gain a clear understanding of the system and then develop a draft and final master plan report, based on the results and findings of Tasks 2 through 4.

Advantages & Potential Analyses That Come With a Comprehensive and Accurate Water Distribution System GIS

- Prioritized maintenance and CIP planning
- Risk scoring (consequence & likelihood of failure)
- Strategic system renewal and deterioration forecasting
- Easier coordination with other utilities
- Establish level of service goals and track system performance

Key sub-tasks for Task 1 include:

- 1.a. Project Management/Meetings
 - vi. Kickoff Meeting (1)
 - vii. Project Meetings (12)
 - viii. City Council Meetings (3)
- 1.b. Data Collection and Review
- 1.c. Master Plan Report

Task 1 Deliverables:

- Meeting agendas/meeting minutes for Kick Off Meeting and Project Meetings
- Draft Master Plan Report
- Presentation for up to three (3) City Council Meetings
- Final Master Plan Report in both digital and hard copy (3 bound) format

Task 2 – Mapping and Modeling

The mapping and modeling task includes evaluating the City's existing mapping resources, recommending an appropriate software system for hydraulic modeling, and performing field work, as necessary to support an accurate water system GIS database.

The mapping and modeling task will be a critical component to the success of the water master plan project. The development of accurate and reliable water system data that will feed into a water system hydraulic model to support the capacity analysis, risk analysis, and subsequent capital project planning is a

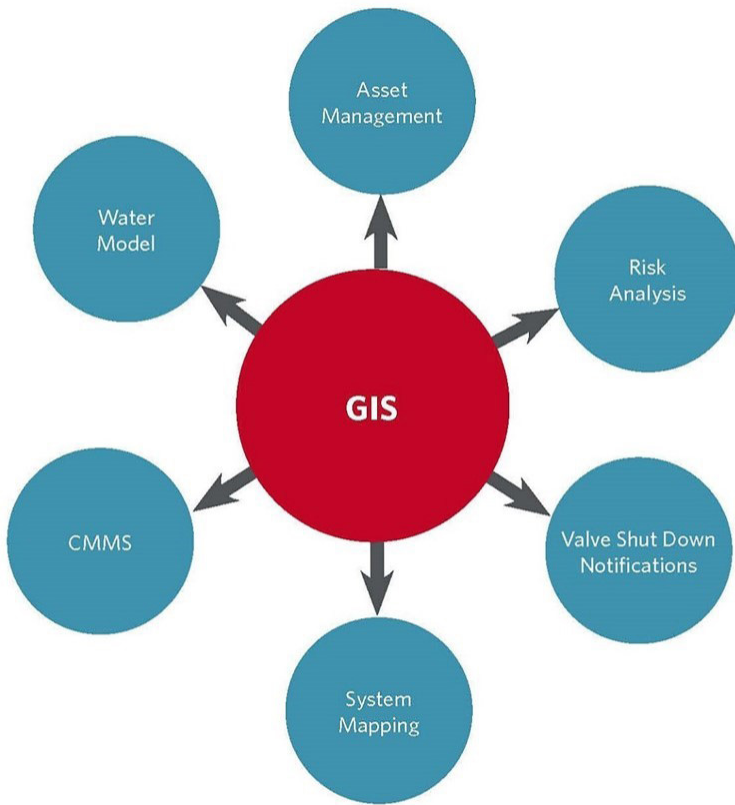


Figure E-3. Focusing our efforts on GIS data development gives the City a tool to not only support this project, but also a number of future business needs.

key component. The City currently has water system information housed in three unique sources that are currently not integrated:

- The WaterCAD (now called WaterGEMS) water model, updated in 2019, was originally developed based on the City’s AutoCAD maps, supplemented with field survey data.
- The AutoCAD maps contain the current up-to-date and accurate information pertaining to the water distribution system.
- The City has a water system GIS, but it is not heavily used and was based on the AutoCAD maps described above.

This task presents an opportunity for the City to develop a central data repository for their water system data that will support the update/ and development of a water system hydraulic model.

GIS has become an important component to utility system planning in recent years. Our approach to utility planning is to leverage GIS data so that it can be used for your business needs beyond the limits of the specific project we are working on. This project presents a great opportunity for the City to start developing a GIS system not only for use on this project, but for other uses beyond the scope of this project. Our approach utilizes the open architecture format of GIS to support a number of future business needs for the City.

Our approach to development of GIS data relies heavily on the fact that our clients have limited resources and budgets. Therefore, our solutions are highly “scalable” and not all data has to be developed at once or developed with perfect precision. We design our databases so that a level of accuracy/confidence is established. For example, a level 1 may include data based upon a set of assumptions, whereas a level 4 is data that has been field verified and surveyed to sub inch accuracy. This allows the City to start with a base GIS framework that can be continuously improved as new data is acquired and added.

We will focus our GIS data development efforts on the data required to support this master plan but in such a manner that the accuracy can be improved over time and future areas can easily be added.

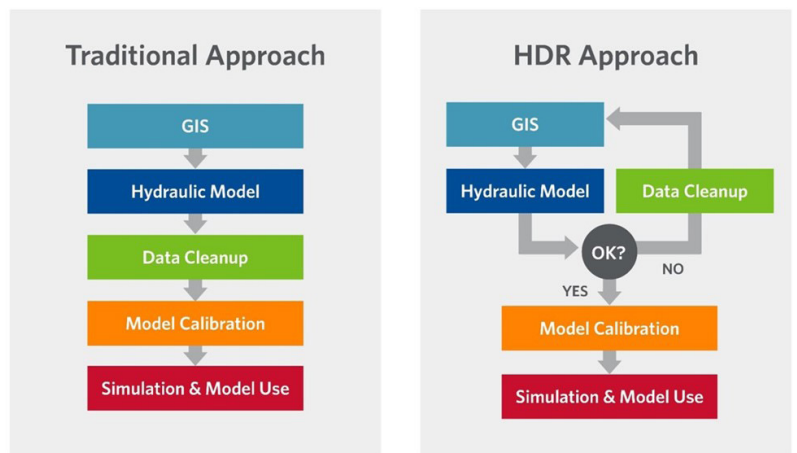


Figure E-4. Traditional approaches use the hydraulic modeling environment for data manipulation, which can create disconnects between the model database and the GIS database. HDR’s approach uses the GIS environment for model input data creation and update to avoid conflicts between the GIS data and the hydraulic model.

Once the GIS database has been developed, we will use that data to develop a water system hydraulic model. Our experience with hydraulic modeling is that when a model hasn't been updated recently (in this case since 2019) and a new accurate GIS database is available, it is more efficient to create a new model linked to the updated GIS database. We are recommending that we create a new model for the City in either WaterGEMS (the latest version of WaterCAD), which is a Bentley product, or InfoWater, which is an Innowyze product. Both software solutions use the EPANet hydraulic engine, so results will be similar and preference comes down to City preference, cost, and available features. We will prepare a software selection technical memorandum as part of this task. After the GIS data is developed for the water system, we will use that data to form the basis of our hydraulic model. Traditional approaches use the hydraulic modeling environment for data manipulation, which can create disconnects between the model database and GIS database. HDR has developed a proven project approach to GIS integration, shown in Figure E-3 above, that uses the GIS environment for model input data creation to accomplish a number of objectives:

- We can avoid conflicts between the GIS data and the hydraulic model.
- We can use the hydraulic model to QA/QC the GIS data resulting in a more accurate GIS database.
- It becomes easier to update the model in the future as data is added to or changed within the GIS database.

Task 2 also includes fieldwork including surveying, geotechnical evaluations, and potholing required to support the water system mapping. At the master planning stage, we typically let the preliminary results of the water system modeling, and risk analysis drive the need to perform fieldwork. That way we can focus our efforts on high risk assets and areas that do not make sense from a modeling and calibration standpoint. Our approach to data accuracy will clearly document the confidence level in each facility and we can recommend a plan for collecting data for this master plan effort as well as prioritizing future data collection. We have added a contingency for field survey and potholing.

Table E-1. Consequences of Failure and Likelihood of Failure

Considerations for LoF	Considerations for CoF
Installation Date	Size of Pipe
Age and Material	Pressure
Shallow Pipes	Land Use
Seismic	Proximity to Critical Infrastructure and Critical Customers Out of Service
Break History	Near Water Bodies
Soil Type	Potential Environmental Impact

A final component to Task 2 will be the establishment of Risk IDs for water main facilities and risk criteria for use in the risk analysis which will be performed in Task 4. Assigning Risk IDs allow us to group facilities based on individual construction project characteristics (e.g., year of installation, material, leak history). The development of consequence of failure as shown in Table E-1 (CoF) and likelihood of failure (LoF) evaluation criteria will allow us to perform a risk analysis that evaluates how likely a facility is to fail and if it does fail, what is the overall consequence of not being able to use the failed asset.

Key sub-tasks for Task 2 include:

- 2.a. GIS Database Development
- 2.b. GIS Mapping
- 2.c. Software Selection
- 2.d. Hydraulic Model Development
- 2.e. Field Condition Assessment
- 2.f. Field Survey
- 2.g. Risk Model – Risk Analysis to be performed in Task 4
 - i. Establish Risk IDs
 - ii. Establish Risk Criteria (Consequence of Failure/Likelihood of Failure)

Task 2 Deliverables:

- Hydraulic Model Software selection technical memorandum
- GIS database development and system mapping to include:

- Mains
- Valves
- Hydrants
- Meter laterals
- Pumps
- Appurtenances
- Pressure Zone Boundaries
- Field Condition Assessment Data
- Field data collection plan for master plan and for future data collection. We have assumed \$150,000 of field collection services to support Task 2.
- Risk model development technical memorandum (definition of criteria). Note the Risk Analysis is completed in Task 4.

Task 3 – Analyzing Environmental Variables

Water Demand Projections

The focus of this task is the development of long range water demand projections and water efficiency strategies and the assessment and impact of applicable climate change related conditions.

Water use trends have been decreasing over the last several years. Determining how much of this decrease will be permanent is a challenging exercise in risk assessment. Accurately projecting future demands from your historical trends, including new development, and modeling them correctly, is essential to right sizing your system and optimizing when and where to spend your capital funds. The transformation in demands has altered traditional master plan thinking throughout the state, with a focus shifting away from system capacity expansion towards system reliability and asset management planning. Our experience tells us that your water system is in a similar situation.

We will use historic billing data to analyze past usage patterns and to establish an appropriate baseline for your existing system demand scenarios. However, the baseline developed may not reflect the current or previous year, based on events (e.g., drought, demand conservation, or unprecedented economic

event) that impacted the baseline or the current or previous year. We will also analyze the City’s billing data to develop minimum, average, and maximum day demand peaking factors for use in updating the model.

We will look at land uses within the City’s service area and sort by service pressure zone, looking at both existing and planned land use designations within the approved General Plan. The growth data, together with data from your billing system sorted by pressure zone, will be utilized to analyze and project demands and peaking factors at the Pressure Zone level, providing greater accuracy for the forecast and better demand data for use in the hydraulic model. In particular, we will look at the following potential growth sites:

- The Georgia Pacific (GP) Mill site
- North Fort Bragg industrial water line extension from Pudding Creek to the edge of the City Limits (Note: this project is planned for 2022/2023)
- Future development/annexation within the Harbor areas
- One additional future annexation area, as defined in the current LAFCO Municipal Services Review (most likely the Fort Bragg area)

Resiliency Planning Elements

Cities, agencies, communities, businesses, and individuals are facing new and intensifying challenges from extreme weather events, increasing air temperatures, and increased precipitation variability as a result of climate change. The City of Fort Bragg has chosen to be proactive in response to these changes as part of their strategic planning. This step-by-step analysis utilizes historic climate trends to set the baseline for understanding projected future climate trends in air temperatures and precipitation so that the City’s risk/vulnerabilities related to water demand can be correlated to those that are anticipated to change at future time scales due to climate change.

HDR’s team of three atmospheric scientists have over 65+ years of combined experience in climate and weather hazard analysis for water management. The following approach is designed to provide the

necessary decision support that will aid in prioritizing resilient actions to the environmental threats posed by the varying climate

Communities that develop strategic plans for climate resilience will not only reduce service failures, improve financial efficiencies, and reduce liability, they will make their cities and towns more economically attractive to investment through their resiliency efforts. The cost of not taking action to mitigate climate hazards goes well beyond just those associated with the hazards themselves. In previous HDR studies, we have been able to conclusively prove that the benefit-to-cost ratio of resilient actions is a ratio of 6-to-1 for every dollar spent.

HDR has performed climate change risk and vulnerability assessments across a variety of infrastructure types and scale, including community, system, and site-level. We will use the climate investigations developed for the City in Task 3b as a starting place for a system-based climate resilience investigation as part of this project.

Through these analyses, HDR proposes to utilize the product of threat likelihood (probability) and the consequences of failure to produce a high level understanding of system risk to climate threats now and into the future (i.e. 2035, 2050, 2070, 2100). Considerations will be made for infrastructure criticality and community socio-economic goals. A prioritization schema will be developed to provide decision support for resilient actions.

For the geotechnical desktop assessment, HDR will review publicly available information on historic seismic data, review published flood maps, and records of historical pipe repairs. The desktop assessment will help identify areas of concern related to geotechnically sensitive areas and environmental factors. Additional testing may be performed for quantitative analysis of soils. Soils testing is not included in HDR's scope.

Environmental Sciences

HDR will review the options to prepare Programmatic California Environmental Quality Act (CEQA) document(s) for the City's utility master plans and CIP Program. CEQA allows for the preparation of programmatic Environmental Impact Reports (EIR) when a project includes a series of related actions that can be characterized as one large project and

should be looked at as a whole. The benefits of such documents are that they allow an examination of a project and promote "tiering" when later activities within the program are undertaken.

The use of tiering can expedite environmental review by eliminating repetitive analysis of issues and potential impacts adequately addressed in the program EIR. Tiering allows for the preparation of focused subsequent environmental documents once the appropriate level of project information and design is available. Typically these benefits are realized through time and money savings. Furthermore, preparing a comprehensive programmatic EIR for such plans often reduces risks to jurisdictions regarding timing project by project environmental reviews. By establishing overarching strategies and mitigation options for similar project types, the CEQA compliance process can be streamlined. HDR will prepare a memo that identifies the benefits of preparing Programmatic EIR(s) for the City utility master plans and CIP Program. The memo will also outline the risks associated with preparation of project by project documents vs preparation of a Programmatic EIR. Estimated costs associated with preparation of individual CEQA documents, including the array of different document types (e.g., exemptions, initial studies, mitigated negative declarations, EIRs), compared to the preparation of a programmatic EIR and tiered, focused subsequent documents will also be provided in the memo. HDR will prepare a Draft Memo for the City's review. Upon receipt of the City's comments, HDR will incorporate the City's comments and will prepare and submit a Final Memo.

Key sub-tasks for Task 3 include:

3.a. Water Demand Projections

- i. GP Mill Site
- ii. North Fort Bragg Industrial Water Line
- iii. Harbor Areas
- iv. One additional future annexation area

3.b. Water Resiliency Planning – Review General Plan (inland and coastal) Element 7

- i. Climate Change: Impacts and Projections
- ii. Climate Change: Risk and Vulnerability Assessments
- ii. Geotechnical Desktop Assessment

1. Seismic
 2. Landslides
 3. Slope instability
 4. Tsunami
 5. Flood
 6. Fire
- iii. Environmental Factors
7. Soil Corrosiveness
 8. PH
 9. Ground Water
- iv. Environmental Practices
10. Water Efficiency
 11. Conservation
 12. Working with local watershed groups to capitalize on the protection of sensitive fish and other members of the native river community
- 3.c. Technical Report Preparation
- 3.d. Cost/Benefits of Preparing a Programmatic EIR Memo

Task 3 – Deliverables

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

Task 4 – Capital Project Planning

Task 4 includes the bulk of the analysis work related to the water system master plan and we will use the model and findings from previous tasks to identify water system improvements necessary to provide adequate levels of service for both existing and future needs. Recommended system improvements will be prioritized based on a Risk Analysis and associated

risk model that assigned a Business Risk Exposure (BRE) score to each asset to confirm that resources are spent wisely on high risk assets. Recognizing that not all assets are created equal, we use a risk based approach to prioritizing assets for repair, rehabilitation, and replacement. High LoF/high CoF assets rise to the top of the list, while low LoF/Low CoF are at the bottom of the list. See figure below.

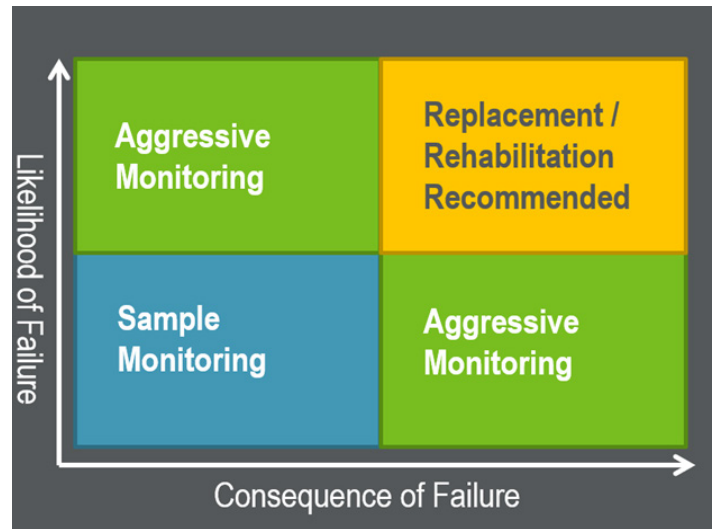


Figure E-5. Consequences of Failure and Likelihood of Failure

One of the primary strategies needed to successfully develop a comprehensive CIP that the City can confidently rely on year after year is to be able to provide the right balance that considers replacing aging infrastructure as well as meeting growth and redevelopment, capacity, and reliability needs. Developing a repeatable process that can be updated internally by staff enables the City to efficiently respond to and adapt the CIP whenever capital planning needs change, without having to rely on outside resources. This approach can leverage the City’s Asset Management Program recommendations, developed as part of this task, to align the CIP with the recommended performance metrics and service levels.

Through this project work, the City will be able to develop a repeatable, data-driven asset management project to support maintenance decisions and capital planning. The foundation of this will be development of a complete and reliable asset registry, an understanding of the overall condition of the infrastructure, and an assessment of capacity issues and reliability risks from the hydraulic modeling. These data sets can be leveraged to make defensible

capital decisions and focus maintenance activities to enhance the City’s efforts and capital dollars.

This can be achieved through alignment of these analyses with the City’s priorities and key performance metrics. HDR will work with the City to develop or enhance level of service metrics and establish a process that the City can follow to align risk modeling, condition assessments and modeling results with key levels of service in order drive priorities. This will result in a repeatable and defensible process that can easily be explained and justified to stakeholders and decision makers.

HDR will conduct workshops to work with the City to define level of service goals and key performance metrics. These will be factored into the risk assessment and capital planning effort for prioritization and scheduling of capital projects. HDR will document this process so that they City can continue to update their capital improvement program as new data is obtained and as needs change over time.

We have found that a distinct advantage of an Asset Management Program for our clients is the shift from “reactive” or unplanned to “proactive” or planned maintenance activities results in a significant cost savings.

Reactive Vs. Proactive

Our team is committed to providing the City actionable improvements. Too often projects are identified that cannot actually be implemented. This disconnect is commonly the result of lack of detail on the triggers and drivers for identified projects, a disconnect with available funding, or an inability to finish projects due to emergency repairs of aging assets. Figure E-6 provides an illustration of this problem.

We have had a high level of success with detailed information sheets to provide adequate detail for recommended projects. While it is necessary to forecast timing for projects to assist with financial planning, assumptions related to population and demand growth that may trigger these improvements inevitably change over time, especially for long-range improvements. Therefore, it is important to not only forecast timing of a recommended improvement, but also to identify the demand condition that triggers the improvement. These project information sheets

contain necessary detail to support environmental review and permitting process and support obtaining project funding from various State and Federal sources.

This leads to another key component of Task 4, the identification of project funding opportunities and funding streams. Our funding strategy roadmap will identify ideas to make the most of available funding while lessening federal compliance requirements. This will help reduce overall project costs and administrative requirements. We have successfully helped obtain SRF funding for clients across the country, including the City of Santa Cruz and Sacramento Regional County Sanitation District.

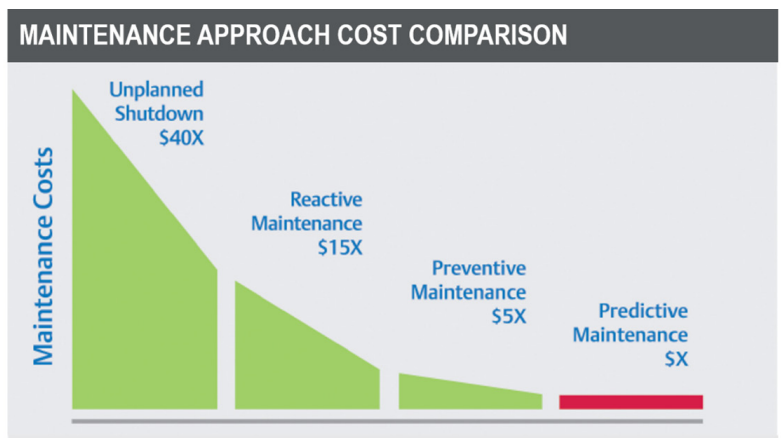


Figure E-6. Illustration of the impact of unplanned or reactive maintenance activities.

Beyond the SRF process, our team has expertise in each of the required environmental considerations, working relationships with applicable resource agencies, and the resources to execute the required environmental analysis and documentation. Our approach will provide the City with a transparent process and efficient execution of compliance actions. Potential funding sources that will be explored include:

- State Revolving Fund (SRF)
- Water Infrastructure and Finance Innovation Act (WIFIA)

Our recent experience with WIFIA has led to \$3.3 billion in financing to support \$6.8 billion of infrastructure investment for our Clients (see Figure E-7 on page E-11).

Key sub-tasks for Task 4 include:

- 4.a. Existing Capacity Analysis
- 4.b. Future Capacity Analysis
- 4.c. Risk Analysis/Project Prioritization
- 4.d. Asset Management
 - i. Analyze existing asset management practices for the water distribution system
 - ii. Prioritize future asset management procedures (tracking, evaluating, and replacing aging infrastructure).
- 4.e. Identify project funding opportunities
- 4.f. Project Practicability Report
- 4.g. Preliminary Engineering Reports (30% Design) for up to three projects

Task 4 Deliverables:

- Technical Memorandum (TM) summarizing results and findings of the capacity analysis including proposed pipeline replacement projects. Recommended project will consider emerging technology.
- Technical Memorandum summarizing the results of the risk based analysis including likelihood of failure versus consequence of failure analysis to develop risk scores for each water asset.
- Based on the results of the capacity evaluation and the risk evaluation, a prioritized list of replacement, repair, and rehabilitation projects will be developed that include an evaluation of the feasibility of implementation and funding options.
- Preliminary Engineering Reports will be developed for recommended projects that contain adequate detail to support the environmental and funding process. Reports will include:
 - Schedule
 - Cost
 - Mapping
 - Detailed Project Descriptions
 - Funding Sources
 - Grant Funding Analysis
 - Project Priority Ranking
 - Environmental and Permitting Requirements to Support Funding
- Design Trigger

Alternate Tasks

A.1 - Preparation of CEQA/NEPA determinations and associated studies needed for grant applications.

HDR has supported several jurisdictions with the preparation of environmental constraints analyses, initial environmental reviews, technical studies, and identification of CEQA/NEPA documentation strategies for grant applications. Often, early environmental review as part of the grant application process can be beneficial for scoring purposes as well as for demonstrating the project's applicability for the grant program and ultimately leads to successful grant award. HDR has a wide range of technical environmental experts that can conduct air quality, biological resources, climate, cultural resources, energy, hazardous waste, hydrologic, traffic, visual, and wildfire assessments to support grant applications. HDR has successfully prepared several CEQA-Plus documents as part of the Clean Water State Revolving Fund Grant Process. HDR is very familiar with the CEQA-Plus requirements and has local experts to address the federal cross-cutting regulations. HDR is also intricately familiar with federal grant programs, specifically the FEMA Hazard Mitigation Grant Program. HDR has NEPA experts locally in Northern California as well as across the country to assist with NEPA documentation in support of federal grant applications. HDR can assist with preparation of CEQA/NEPA documents, conducting technical studies, and early environmental reviews for the City as part of grant application processes. HDR can work with the City to define the environmental review needs as part of the grants being pursued. Once the environmental review needs are defined, HDR will provide a separate scope of work and fee.

A.2 - Preparation of Programmatic EIR for CIP projects associated with Utility Master Plans.

As described above, under Task 2, there are benefits to prepare a programmatic EIR (PEIR) for CIP Projects associated with Utility Master Plans. HDR has prepared PEIRs for several jurisdictions successfully. Within the PEIRs that we have prepared we have typically described the program as a whole, identified the list of projects, analyzed the full range of projects included in the program, and also


Water Infrastructure Finance and Innovation Act (WIFIA)

The WIFIA program provides long-term, low-cost supplemental loans for regionally and nationally significant water and wastewater projects. Overseen by the Environmental Protection Agency (EPA), the WIFIA program was authorized in 2014 and is gaining traction as an innovative way to finance and deliver critical infrastructure projects.

THREE PRIMARY BENEFITS

1 REPAYMENT DEFERRAL
(and Customized Repayment Schedules)

The WIFIA program allows a borrower to defer repayment up to five years after substantial completion of a project. In addition, borrowers can customize their repayments to match their anticipated revenues and expenses for the life of the loan (i.e., phase in rate increases).




PHASE IN RATE
INCREASES MORE
SLOWLY OVER TIME

2 LOW INTEREST:

The WIFIA interest rate is equal to the U.S. Treasury rate of a similar maturity (number of years of repayment).


Loan interest rates vary based on length of term and market conditions, but have been as low as approximately 1%.




LOCK IN INTEREST RATES =
EARLY COST CERTAINTY ON COST
OF FINANCING

3 EARLY CERTAINTY:

The WIFIA program has allowed our clients to “lock in” the interest rate at loan closing. It is very difficult (or impossible) to predict future interest rates, but providing our clients earlier certainty on the financing costs is a benefit, particularly in the current environment when most are expecting a hike in federal interest rates.



SAVE MONEY



ACCELERATE
PROJECT DELIVERY

Over the past 6 years, HDR has assisted our clients in receiving \$3.3 billion in WIFIA financing which supports \$6.8 billion of infrastructure investment.

Figure E-7. WIFIA Infrastructure Financing

evaluated at a project-level of analysis those projects that are more defined at the time of preparation of the PEIR. This allows for additional efficiencies and reduces the number of tiered and subsequent CEQA documents that are necessary to finish CEQA compliance, ultimately saving time and money. HDR would recommend this approach for the City’s PEIR if there are CIP projects that can be defined at a low level of detail and still have full analysis of potential environmental impacts, while other CIP projects that may be in the early planning phase and have a higher level of detail to meet CEQA review requirements. This programmatic/project-level approach informs a whole decision-making process under CEQA with necessary legal sufficiency; it also informs better design in the next phase of work. HDR can work with the City to define the appropriate approach for the CIP Program PEIR. The agreed-upon approach will inform the scope of work for the PEIR. Therefore, if the City elects to prepare a PEIR for the CIP Program, HDR will provide a separate scope of work and fee.



E. SCOPE OF WORK

This scope of work is presented in conformance with the Tasks and Deliverables identified in the City's Water Systems Distribution Master Plan RFP

TASK 1: MASTER PLAN

The scope of this Task will include review of the City's 1986 Water Master Plan and the 2013 Phase 1 Water Facilities Study. The 1986 Water Master Plan was prepared when the Georgia Pacific Mill was still in operation and the Fishing Industry was a major Fort Bragg area employer. These conditions have significantly changed since that time. Updates to the Water Master Plan will be prepared to reflect current and projected land use conditions. Typically, Master Plans are prepared for a 20 year horizon. Unless otherwise directed by City Staff, the Water Systems Distribution Master Plan Update will be prepared to serve the Fort Bragg service area for the period 2023 - 2043.

The purpose of the Phase 1 Water Facilities Study was "to identify and prioritize improvements to the City of Fort Bragg raw water supply and treated water distribution systems to ensure that adequate water facilities are available to meet current maximum day and fire flow demands and the water demands of future, General Plan, level, growth."

The Phase 1 Water Facility Study specifically did not include the water system demands and needs associated with potential development in the Mill Site Specific Plan Area. The 2023 demands considered in the Phase 1 Study reflected the City's General Plan growth projections of 0.5% per year increase in demands for the City's inland areas and a 2% per year increase in demands within coastal areas. With these growth and assumptions, maximum day water system demands were projected to increase from about 1.2 Million Gallons per Day (MGD) in 2012 to about 1.49 MGD in 2032. These future projected demands could still be met by the City's existing Water Treatment Plant Capacity of 2.0 MGD. These demands could also still be served by the City's water rights to the Noyo River (3 cfs, or 1349 gpm = 1.94 MGD) together with diversion rights to the Newman Gulch (up to 300 ac-ft/yr) and to

Waterfall Gulch (up to 0.688 cfs or ± 300 gpm). While Water Treatment and Water Storage Facilities can be expanded to meet future water demands in excess of 2.0 MGD the Water Master Plan will need to reflect practical limits of the City's raw water supply sources, now and extending forward, through the Master Plan horizon.

In addition to the anticipated land uses and water demands to be considered for the Mill Site, the updated Water Master Plan will be prepared to reflect the Fort Bragg North Side development included in the 2019 North Side Study, land uses to be served with annexations projected for the south and east side of the City and changes to the land uses now occupied by the Fishing Industry. Since completion of the Phase 1 Water Facilities Study, maximum day and peak hour water demands within the Fort Bragg service area have remained nearly constant. This "no growth" trend is not expected to continue over the next 20 years.

Water Distribution System Improvements included in the Phase 1 Water Facilities Study

Findings of the Phase 1 Water Facilities Study will be reevaluated in the Updated Master Plan. Recommended improvements included the identification of low fire flow and low pressure conditions north and east of the East Fort Bragg Pressure Zone (EFBPZ). To correct these low fire flow and low pressure conditions it was recommended in the Phase 1 Study to expand the EFBPZ.

Recommended EFBPZ expansion improvements included:

- 340 LF of 8" main, Oak Street, Park to Harold
- 370 LF of 8" main, Dana Street, Dick Williams to Cedar Street
- 660 LF of 8" main, Cedar Street, Dan Street to Sanderson Way
- Miscellaneous valve and pipeline connection modifications

Pipeline improvements recommended in the Phase 1 Study to improve low



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pressure and low fire flow conditions within the EFBPZ included:

- Replace the Dana Street main south of Foot Path Way with a 10 inch diameter main.
- Replace the existing north and east legs of the High School Fire Loop with a 10 inch diameter main.
- Construct a new 10 inch diameter main across the Fort Bragg High School Baseball Field (APN 020-530-02) and along the west and north sides of APN 020-530-10 and connect this new pipeline with the existing 8 inch main located in Hocker Lane.
- Provide connection of the Dana Street main, north, across Oak Street.

Several of the above listed improvements are included in the improvement plans prepared by KASL in the Willow Street Pump Station and Water Network Improvement Plans.

Other water distribution system improvements outside of the EFBPZ recommended in the Phase 1 Study are:

- Replace existing 6" main with 8" main, alley between Whipple Street and Correy Street, Maple to Oak.
- Replace existing 6" main with 8" main Morrow Street, north of Cedar Street.
- Replace existing 6" main with 8" main, Nancy Way.

In the Phase 1 Study low pressures were identified in areas near the existing Fort Bragg Water Treatment Plant. In addition to expansion of the EFBPZ to serve portions of this area, consideration shall be given in the Updated Water Master Plan to the creation of a new Water Treatment Plant Zone (WTPZ). With Booster Pump Station improvements, the new WTPZ could also serve the General Plan Annexation Areas located on the east side of Fort Bragg.

Pipeline Replacement Improvements

The Phase 1 Water Facilities Study identified steel pipelines in use on Cedar Street and on Sanderson Way. In addition, there was identified some 145,550 LF of Asbestos Cement Pipe (ACP) water mains placed in the 1960's and 1970's that were still in use. It was recommended in the Phase 1 Study that the City implement a pipeline replacement program to replace the aging steel and ACP pipes with PVC C900/C905 or Class 50 Ductile Iron Pipe. The Updated Water Master Plan shall include "revisiting" these recommendations and identify pipeline replacements that have occurred since the 2013 recommendation.

North Side Water System Improvements

North side water system improvements identified in the Phase 1 Study are included in the 2019 North Side Study. These are scheduled for design and construction beginning in 2023.

TASK 1 DELIVERABLES

Technical Reports

The Task 1 deliverables will include a technical report which itemizes and identifies City of Fort Bragg Water System Distribution improvements which have been implemented since the completion of the 2013 Phase 1 Water Facilities Study.

The technical report will also update the recommended limits of an expanded EFBPZ and the suggested limits and improvements to be included in a new WTPZ to serve existing customers located near the Fort Bragg Water Treatment Plant and the new customers located within suggested General Plan Annexation Areas on the east side of the City (LU Annexation Areas 1, 2, 3 and 4) identified in the Land Use Element of the General Plan.

Draft Master Plan Report

A draft Master Plan Report will be prepared updating the current Water Master Plan and the Phase 1 Water Facilities Study. The draft Water Master Plan will be the product of several working meetings with staff to identify and quantify the land uses





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and the demands within the Mill Site Specific Plan, future land uses along Noyo Harbor and the land uses projected within the southerly and easterly annexation areas identified in the City's General Plan.

Final Master Plan

The Final Master Plan prepared will respond to comments, suggestions and revisions from Staff to the Draft Master Plan Submittals. The Final Master Plan will also reflect comments received from the City Council at up to three presentations of the Draft Master Plan at City Council Meetings.

TASK 2: MAPPING AND MODELING

Existing Hydraulic Network Model

There are approximately 2000 pipelines and 1000 connecting nodes in the Fort Bragg Hydraulic Network Model. The current model reflects the improvements proposed to serve the North Side Study Area and includes improvements to serve the Plateau Housing Project. KASL has been serving the City as the "custodians" of the hydraulic network model. The model belongs to the City by virtue of the fee that the City paid KASL in 2013 to develop and calibrate this tool. To operate the Fort Bragg Model, KASL pays Bentley (the developers of the WaterCAD programs) an annual fee for a WaterCAD license. If KASL is selected by the City to prepare the Water Systems Distribution Master Plan, we are available to help City Staff operate the Hydraulic Network Model themselves. The City will, however, need to obtain their own WaterCAD license. This will allow the City to run the Fort Bragg Model in AutoCAD or ArcMap. KASL would be available to support City Staff with operation of the model, testing new water demands and water system expansion conditions.

There are other hydraulic network model programs available. We have found that since the WaterCAD Model operates in AutoCAD it is an appropriate network software to use with the City's AutoCAD based mapping. The WaterCAD program is robust, can be expanded with network additions and demands and can respond to a wide range of "what if" scenarios.

The existing model can be used to effectively test system criticality, resiliency and response to hazards and risks.

TASK 2 DELIVERABLES

Hydraulic Distribution System Model

A Technical Memo will be prepared which outlines in detail the benefits of the existing WaterCAD based Hydraulic Network Model. We believe that the existing Hydraulic Network Model has served the City well and produces accurate findings regarding available pressures and flows under various demand conditions (maximum day, maximum day plus fire flow, peak hour). It has been used effectively to recommend system improvements and to correct deficiencies in system flow and pressure.

Review of Existing Distribution System

The existing hydraulic network model was developed and calibrated from field surveys to identify the location and elevation of existing water main appurtenances. Hydrant flow and pressure tests were conducted at 30 separate hydrants with pressure testing conducted simultaneously at the flowing hydrant and at the upstream and downstream hydrants (total of 90 real time pressure tests).

Field measured hydrant flows were then entered into the network model. Residual hydrant pressures produced by the network model were compared to field measured residual pressures. Very close comparison (± 1 to 5 psi) was found between field measured pressures and model pressures with the exception of two areas; one in a section of the network pipeline located near the Pudding Creek Crossing and one in a pipeline located along the south side of Fort Bragg High School. A friction factor was added to these two pipeline section to improve system calibration. Additional field surveys and measurements shall be conducted as part of our scope of work to identify the exact cause of the additional friction losses occurring in these two pipelines.

The existing model was prepared using the pipe diameter and pipe friction factor assigned to the pipe material (steel, ACP, PVC, DIP)





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identified in the City's system maps. We will review the existing distribution system mapping with Fort Bragg operators and Public Works personnel and identify any pipeline improvements that have been constructed since 2013. The hydraulic network model will be updated to reflect these improvements.

Where there are existing pipeline improvements which the City Public Works or Operations Staff suggest have been incorrectly or inaccurately included on the City's improvement plans and in the Hydraulic Network Model we will conduct ground penetrating radar field tests or potholing, as necessary, to confirm or to adjust pipeline locations, material and size.

Field Investigations and Assessment of Existing Conditions

Field surveys will be conducted at locations throughout the City of Fort Bragg to verify the location and elevation of existing visible water network facilities (valves, hydrants, booster pump station, tanks). Updated field survey data will be compared to the elevations and location of water system appurtenances included in the hydraulic network model. Corrections to the model will be made, if necessary, to reflect the updated field survey data. Engineering staff will accompany our surveyors to record the condition and attributes (model, type of hydrants, valves, valve boxes, booster pump station equipment) of the water system appurtenances.

Where potholing is conducted field surveys will be completed to verify pipeline depth (invert) and pipe size and material. Conditions assessment of exposed pipelines will be completed at that time. We will review City maintenance records and identify field information collected by City crews regarding the condition, size and material of pipeline where repairs have been completed.

Survey Data

All updated survey data conducted for this Master Plan will be uploaded and submitted to the City.

Distribution Database

Distribution System attributes (manufacturer, make, model number, age) and conditions recorded by our Project Engineers and evaluated from City Maintenance Records will be uploaded to a GIS database by ECORP Consultants. ECORP will coordinate with the City the selected software to be used for the City's GIS database.

Updated Hydrant Network Model

Hydraulic Network Updates reflecting field surveys, elevations and locations, ground penetrating radar results, potholing, City maintenance records and condition assessments completed for this Task will be included in the Updated Hydraulic Network Model delivered to the City.

TASK 3: ANALYZING ENVIRONMENTAL VARIABLES

Evaluation of Existing Water Distribution Systems to Meet Future Growth

This analysis will reflect updates to the Master Plan discussed in Task 1. The ability of the existing water distribution system to deliver adequate flow and pressure to the Mill Site Specific Plan uses, the proposed North Fort Bragg industrial uses, future development in the Harbor Area and service to future annexation areas will be determined based on the anticipated land uses and water system demands of these Master Plan areas identified with City Staff in Task 1. Projected land uses and water demands will also reflect the City's Municipal Services Review Report and the growth factors applied to these Master Plan land uses.

Updates to the hydraulic network model will reflect the deliverables developed in Task 2 of the Water Systems Distribution Master Plan. Using the updated hydraulic network model the existing water system will be evaluated with respect to maximum day demands, maximum day plus fire flow demands and peak hour demands applied to the existing uses and to the new and expanded City of Fort Bragg land uses described above.





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Water system improvements needed to meet the Master Plan demand conditions will be itemized as part of this Task.

Water demands with the new and expanded land uses will be compared to the City's current permitted water rights.

Water Shortage Contingency Planning

The City's water supplies are provided by surface water pumped from the Noyo River and spring flow delivered by gravity pipeline from Waterfall Gulch and Newman Gulch. While the City's annual water rights of 1800 acre feet have been adequate to meet annual water demands, most of the water is supplied from the Noyo River which is subject to the curtailment of diversions.

From June 1 to October 1, the Noyo River must be maintained at a minimum of 3 cfs to permit the City's diversions. Between October 1 and June, Noyo River diversions are curtailed if flows in the Noyo River are less than 10 cfs. Under low flow conditions, raw water diversions are only permitted if tidal conditions result in river elevations 2 feet or higher. Because of this curtailment water shortages do occur and water shortage contingency planning is required.

Flows in the Noyo River are completely dependent on local rainfall and runoff within the Coastal range watershed. The average annual rainfall at Fort Bragg is approximately 40.3 inches per year. When the annual Fort Bragg rainfall drops to less than 80% of the annual average (to less than approximately 32 inches per year) low flows typically occur in the Noyo River and the City's raw water diversions from this raw water supply source may be limited. In the 2013 Phase 1 Water Facilities Study curtailments to the Noyo River diversion were reported in 2008 and in 2009. Prior to that period curtailments occurred in 1976, 1977, 1980 and 1985.

The City does have in place water shortage contingency plans. Stage 1, Stage 2 and Stage 3 alerts are applied to reduce water demands during dry years, low Noyo River flows and water curtailments. We will review the City's experience with their current water storage

contingency plans and develop with City Staff possible improvements to these contingency plans. We will also identify water shortage contingency plans and enforcement contingencies that other cities and communities (especially Coastal cities similar to Fort Bragg) have developed as alternative water shortage contingency planning and enforcement tools.

Water Sources and the Impacts of Climate Change

Dale Bugenig, our hydrogeological expert has been included in our Proposal Team to address the impact of climate change on the City's water sources.

Spring Source Evaluation

As part of his scope, Dale will determine the relationship between annual precipitation and discharge records for Waterfall Gulch and Newman Gulch. Long-term precipitation records for the Mendocino Coast will be compared to long-term records of spring discharge. Springs supplied from local flow systems often show seasonal variations. Springs sourced from regional flow systems often show less variations in discharge and also exhibit a lag behind precipitation events. If a correlation between precipitation and spring flow exists, then predictions of future spring supply can be made based on models of future precipitation resulting from climate change.

Additional work may include analysis of spring water for stable isotopes of hydrogen and oxygen. These can provide a "finger print" indicative of the area of recharge for the springs and whether they are related to local or regional flow systems. Aerial imagery and geologic mapping will be also be incorporated into this analysis.

Groundwater Source

The Franciscan mélange that comprises the Coast Range near Fort Bragg does not typically provide large quantities of groundwater to wells. Neither do geologic formations that make up the coastal terraces. The investigation of local groundwater resources will start with a review of the California Department of Water



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Resources on-line well database. This will help identify areas that warrant further investigation. Perhaps the best potential to develop a groundwater source exists from the alluvial deposits associated with the Noyo River and Pudding Creek. There are potential issues with this stratagem. These deposits do not appear to extend far from the streams. The fact that the alluvial deposits may not be aerially extensive raises the specter of interaction between groundwater pumped from wells and surface water flows. This was a limiting factor to groundwater development near Gualala. For the Noyo River, where surface water supplies are impacted when river flow drops below ten cubic feet per second, groundwater extractions might also decline.

Cities, counties and water districts that have historically depended on surface water as their source of supply are drilling and developing groundwater wells to provide an alternative water supply source during drought periods. Conjunctive use programs are also being developed wherein groundwater wells are designed as ASR (Aquifer Supply and Recovery) wells that will use excess surface water during wet years to replenish groundwater resources. This strategy will be evaluated for the City of Fort Bragg depending on the results of Dale's investigations regarding the viability of groundwater resources available in the Fort Bragg area.

Flooding and Sea Level Rise

Review of the Safety Element of the City General Plan suggests that areas of the City along Noyo Creek, Pudding Creek and Hare Creek are subject to flooding and sea level rise. With the exception of limited water distribution system improvements within the Noyo Harbor area exiting Fort Bragg water system pipelines are typically located outside of areas subject to these environmental conditions. Improvements to the water distribution systems to serve Harbor area development should be Master Planned to avoid areas subject to flooding. Similarly, water distribution system improvements now proposed north of Pudding Creek to serve North Fort Bragg industrial land uses should be designed to avoid areas subject to flooding hazards.

The scope of the Water Mater Plan Improvements will include improvements to existing Noyo Harbor water distribution pipelines, valves and appurtenances to mitigate against damage from flooding. These may include provisions such as replacing existing pipelines in this area with fused PVC or HDPE pipe material with limited or no joints.

Geotechnical hazards.

As part of the KASL Team, ENGENEO will perform system wide review of geotechnical and geologic hazards to characterize, determine and identify areas within the system where increased risk of geologic or geotechnical hazards may pose risks to the water system. ENGENEO's scope of services will include:

- Field reconnaissance – An ENGENEO engineering geologist will perform a field reconnaissance of portions of the water system that are identified as potentially high risk during the document review. ENGENEO will observe surface conditions and geomorphologic features related to geotechnical and geologic hazards such as slope instability including landslides and erosion. ENGENEO will also photograph key areas of the water system. ENGENEO anticipates 2 days of reconnaissance will be necessary and close coordination with City staff will be required.
- Data compilation – ENGENEO will compile pertinent information from the document review and field reconnaissance in a GIS portal. Publically available LiDAR will be included. This data will be made accessible for viewing by the project team and by the City in a GIS portal; GIS files will be made available for uploading to the City's GIS database by ECORP Consulting.
- Analysis and report preparation – ENGENEO will analyze the data collected and prepare a geotechnical and geologic risk assessment report for the water system. The intent of the report is to identify and avoid areas of geotechnical and geologic risk for Master Planning. The report will discuss the potential risks associated with a large seismic event including ground shaking, ground rupture, seismically



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induced landslides, liquefaction, subsidence, and tsunami. The report will also discuss non-seismic related hazards such as landslides and debris flows (including potential post wildfire impacts), subsidence, and flooding. The report will include figures with geotechnical and geologic risk delineation, pertinent geologic information, field observations, and photos as well as a discussion of conceptual mitigation solutions for high risk portions of the system.

Other Environmental Factors

As part of the scope of their work ENGEIO will conduct select soil sampling to evaluate existing soils for corrosiveness and pH. Typically, these factors are resolved by specifying that replacement pipelines are PVC C900 / C905 material and that buried ductile iron pipe are polyethylene encased in accordance with AWWA 105 Standards and that flanged fittings, mechanical joints or other buried ductile iron pipeline appurtenances be double wrapped with polyethylene.

TASK 3 DELIVERABLES

Technical Report

The Task 3 deliverables will include a Technical Report which will include:

- Future City of Fort Bragg Water Demands
- Evaluation of current water shortage contingency planning and strategies and alternative contingency planning
- Water source strategies to respond to climate change and the impact of drought conditions on surface water supply sources
- Recommendations regarding protection of water distribution system improvements against flood hazards and sea rise and recommendations to avoid areas subject to flooding and sea rise with the Water Systems Distribution Master Plan improvements
- Analysis of geotechnical sensitive areas and measures to mitigate against seismic hazards in high risk areas of the water distribution system.

Our environmental team led by Planning Partners will also contribute to the Task 3 Technical Report. Planning Partners will identify, obtain and review information regarding demography, land use, hazards, resource planning, environmental constraints and ethical practices. Sources of information to be reviewed will include land use, hazard and infrastructure plans prepared by the City, Mendocino County, Mendocino LAFCo, and other State and federal agencies as appropriate. Planning Partners will assist the engineering team with respect to the demographic and planning influences on future water demand.

CEQA Compliance Memo

As part of their scope, Planning Partners will prepare a memorandum setting forth an evaluation of the benefits and risks of preparing a Programmatic EIR (PEIR) on the Water Systems Distribution Master Plan and its components, relative to the City's current strategy of preparing multiple CEQA documents as individual projects arise. In addition to discussing the utility of a PEIR, the memo will evaluate different CEQA strategies, various document types and timing, required analyses of direct and indirect environmental effects and the inclusion of NEPA required information in CEQA documents. Planning Partners would prepare an analysis of various strategies to comply with CEQA and provide a range of cost for each identified strategy.

TASK 4: CAPITAL PROJECT PLANNING

This task will include a summary and prioritization of the water system distribution improvements developed in Tasks 1, 2 and 3. Recommended improvements will address the City's Master Plan goals and objectives of system resiliency, sustainability and long term operation. Recommended and priority improvements will reflect input from workshop meetings with City Staff and results of presentations to the City Council. Recommended improvements will be proposed that adequately meet current and projected maximum day and fire flow demands and peak hour demands identified in this Study.



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Cost estimates will reflect the current, or projected, ENRCC cost index so that estimated costs can be adjusted to plan for future implementation.

ECORP Consulting, as part of GIS database services, will evaluate the City's current asset management practices and recommend future asset management procedures for evaluating and replacing aging infrastructure. The Task 4 services will include water distribution system funding opportunities. These will include the State Water Resource Control Board Drinking Water State Revolving Fund, USDA Rural Utilities Services (RUS) Funds and CDBG funding. The City has been successful in obtaining grant funding on other public works projects. We will work with City Staff to identify other fund sources that the City has successfully used to fund public works utilities.

TASK 4 DELIVERABLES

Project Practicability Report

Replacement pipeline materials recommended shall be consistent with current City operations to standardize distribution system operations and maintenance. Operations and maintenance costs and O & M complexity will increase with the introduction of new materials. We understand that the City currently installs PVC C900 / C905 or DIP for waterline replacements. The outside diameter and the fitting dimensions for these pipe materials are identical. This practice should continue. Similarly, the City should standardize replacement valves and hydrants to provide ease of replacement and repair parts.

Technical Memo of Risk-Based Analysis

This analysis will be developed from the Task 3 analysis of geotechnical hazard sensitive areas, areas subject to flooding and sea rise hazards and other environment facilities identified in Task 3.

New, Innovative and Emerging Water System Technology

Water distribution mains constructed at bridge crossings and at locations such as Water

Storage Tanks and Pump Stations are particularly vulnerable to ground displacement from seismic activity. We will evaluate existing improvements at these locations and recommend flexible connections (ROMAC Double Ball Expansion Joints, for example) which allow for vertical and horizontal deflection without damage to the pipeline or to the connecting structure.

The City is in the process of installing Smart Meters for water service customers. These meters will help identify water leaks and losses and will help the City reduce current water loss rates.

We will evaluate with the City the cost and benefits of distribution system pressure sensing stations and automatic control valve installations that would alert the City operators to rapid losses in pressure due to a pipe break and would isolate low pressure areas from the rest of the City's system until they can be repaired.

Schedule of Improvements

A schedule of recommended improvements will be provided based on prioritization and funding opportunities. Typically, improvements would be scheduled for short term (1 to 5 years) medium term (5 to 10 years) or long term (10 to 20 years) implementation in the Master Plan.

Preliminary Engineering Report

A Preliminary Engineering Report (PER) will be prepared for the recommended water distribution systems improvements. The PER will include system mapping, a listing and identification of priority improvements, cost estimates, preliminary environmental review and project funding. The PER will be prepared specifically to "fast track" grant applications by the City and award of grant funds by the State and Federal Agencies.

ALTERNATIVE TASK

Planning Partners has prepared a sample Scope of Work for an Infrastructure Master Plan Program EIR. This sample scope of work is included in the Appendix of this Proposal.

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
HDR ENGINEERING, INC.**

THIS AGREEMENT is made and entered into this 10th day of January, 2023 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and HDR ENGINEERING, INC., a Nebraska corporation, 2365 Iron Point Road, Suite 300, Folsom, California 95630 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare a Water Systems Distribution Master Plan and to identify and prioritize critical water system improvements to the City of Fort Bragg’s treated water distribution system to ensure that a resilient system with adequate water facilities necessary to meet demand remains available to customers, 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

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 January 9, 2023 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect

the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance. Consultant agrees to perform all the work in accordance with the requirements of this agreement. If the work fails to comply, 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 satisfies the requirements of this Agreement; 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, to the extent caused by Consultant's violation of such laws. 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, provided Consultant may retain an archival copy of the City data for its project files subject to confidential treatment. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Eight Hundred Eighteen Thousand Five Hundred Five Dollars (\$818,505.00)**.

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 in accordance with this Agreement. City shall pay Consultant's invoice within thirty (30) 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 **March 29, 2024**. 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, epidemics, pandemics, quarantine restrictions, 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 **June 29, 2024** 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, provided termination for cause shall be subject to the cure opportunity below. 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof

of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

Consultant designates **Arashdeep Singh, PE** 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:
Holly Kennedy, Senior VP
HDR Engineering, Inc.
2365 Iron Point Road, Suite 300
Folsom, CA 95630
Tel: 925-209-0696

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.

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 negligence, active negligence or willful misconduct of the City. Additionally, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. 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 and unless the claim or action is subject to Consultant's indemnification obligation, City will compensate Consultant for such assistance.

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement. If the clarification and/or explanation was required as a result of errors or omissions in Consultant's work, such clarification and/or explanation will be at no additional cost to the City. Otherwise, Consultant will be compensated for such clarification and/or correction. In the event that a negligent 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 reasonable 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.

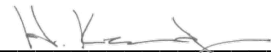
6.28. Estimates. Any estimates of project cost, value or savings provided by Consultant are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to Consultant and on the basis of Consultant's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Consultant has no control over the impact of various factors that impact the actual project cost, value or savings, Consultant does not guarantee that the actual project cost, value or savings will not vary from Consultant's estimates.

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

CITY

CONSULTANT

By: _____
Peggy Ducey
Its: City Manager

By:  _____
Holly Kennedy
Its: Senior Vice President

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

E Scope of Work

Understanding/Approach

The City of Fort Bragg (City), located on California's Mendocino Coast in Mendocino County, owns and operates a water distribution system that provides potable water service to approximately 7,000 residents through roughly 3,000 service connections (2,700 residential and 300 commercial/industrial).

The City receives water from three main sources: Newman Gulch, Waterfall Gulch, and the Noyo River. But tidal influence in the late summer causes the level of salination in the Noyo river to rise. The City has a small desalination plant that has been operational since 2021 to treat the brackish water before discharging it to raw water ponds where it is then sent to the City's water treatment plant for finished water treatment. A rough water system schematic is shown on Figure E-1.

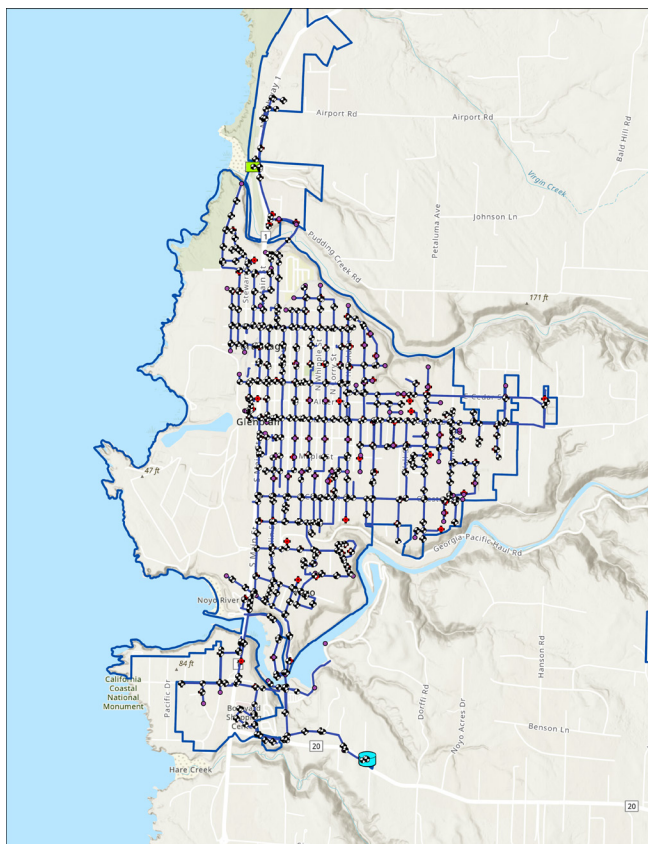


Figure E-1. City of Fort Bragg Water System

The City's water distribution system contains four water tanks, three located at the water treatment plant that primarily gravity supply. The East Fort Bragg Pressure Zone (EFBPZ) contains elevations that are too high to be served via the gravity system and is served by a pump station located on Willow Street.

The City's last water master plan was finalized in April 1986, approximately 36 years ago, and was based on 1980 General Plan data that projected development through the year 2000. Many of the recommendations from the 1986 plan have been implemented.

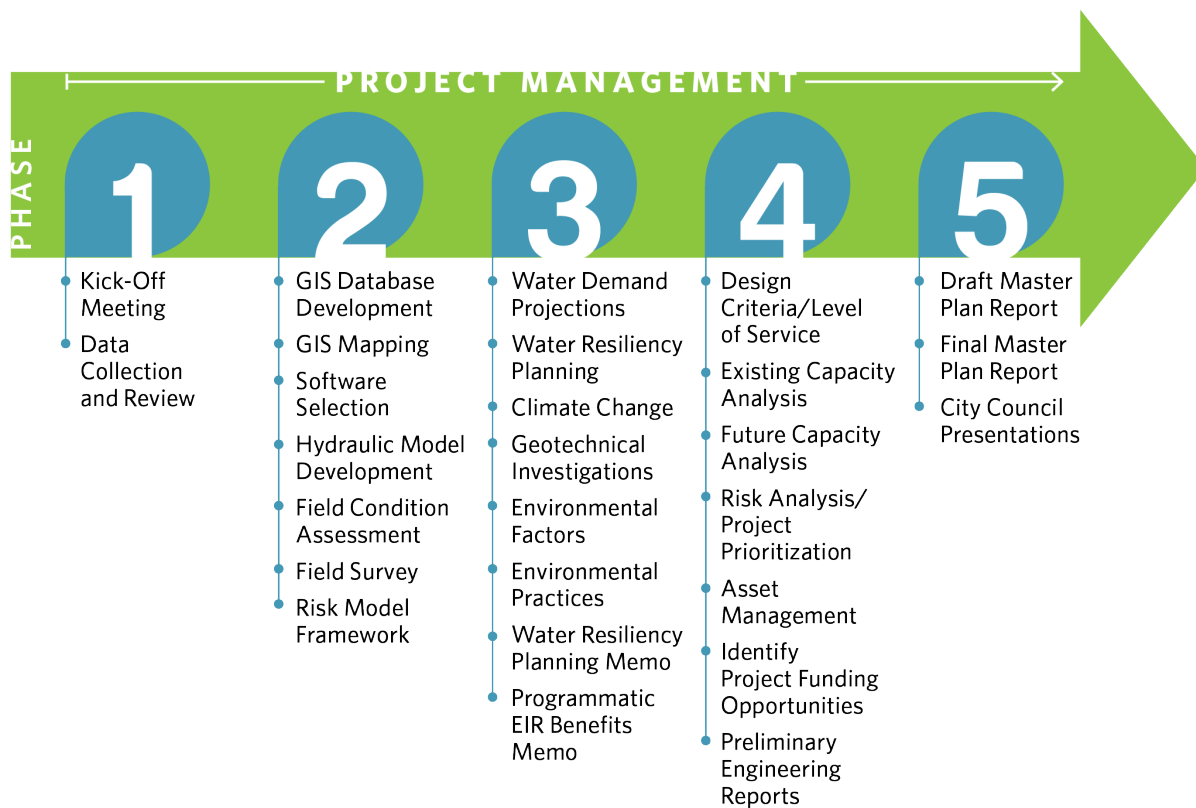
It is important to note that the City is located in an area of potential seismic activity and if the Pudding Creek or Noyo River Bridges are damaged and become unusable, evacuation routes would be cut off and there is a high probability that water infrastructure near these bridges could fail. For this reason, addressing water system risk and resiliency will be a key component of the water system master plan.

We understand that city would like to investigate other issues which include:

1. Identifying distribution system dead-ends so that they may be looped back into the system.
2. Locating shallow pipes which may be prone to damage from surface activity.
3. Investigating climate change implications for low lying areas in the harbor area.
4. Identifying water mains which cross private properties, creating difficulties in accessing them. Relocation shall be prioritized for pipes combined with shallow coverage.
5. Approximately 1/3 of the city's service area is industrial area, which may be re-zoned for development. The city would like to plan for expansion in these areas.

Recognizing the need to update the water master plan based on community changes, economic transition, resiliency, and new technology related to water system planning, the City is seeking to retain

Figure E-2. An example multi-step framework can improve overall master planning efficiency for the City.



the services of an Engineering Consultant to develop a comprehensive water system master plan that provides a roadmap for the City to address existing and future system needs necessary to provide adequate water service to its customers well into the future.

Our project approach relies heavily upon leveraging our project team’s significant experience on similar water planning projects combined with your team’s institutional knowledge and understanding of your systems needs and overall challenges. In our experience, successful projects rely on a partnership between Consultant and Client, leveraging your local experience with our national experience. Project status meetings combined with meetings following key task deliverables will allow the project team to meet the City’s expectations for depth and breadth of the analysis as well as stay informed throughout the planning process and be involved in key decisions so there are no “surprises” when the report is delivered.

Our approach also relies heavily on “actionable results.” Too often, master plans are delivered in a “static” format and tend to “sit on the shelf” with little or no implementation. Our implementation-

focused approach, described in detail in the following sections, will provide the City with actionable improvements that can be implemented based upon a design “trigger.” We also use Power BI dashboards and rely heavily on GIS integration to confirm our plans can be updated efficiently to react with changing external factors. Our detailed project information sheets and 30% design approach will provide adequate detail to allow key recommended projects to seamlessly transition from planning to design.

Details of our understanding and approach, organized by the tasks outlined in the City’s RFP, are provided below.

We understand the City has specific goals desired for the outcomes of this project, as reflected in the overall RFP. Our experience with projects in this nature suggest that tasks tend to shift as well as goals over the duration of the project. The strength of our team is the ability to react and adjust to deliver a plan that meets your goals and objectives within the desired budget.

Approach and Work Plan

We have detailed our approach and scope of work in the following sections. We have organized the scope based on the four major tasks identified in the City's RFP and in Figure E-2 on page E-02.

We assume that if selected, there would be an opportunity to refine and adjust the scope, schedule, and budget prior to award of contract services.

Task 1 – Master Plan

At the start of the project, it is crucial to get organized and gather the necessary data to get our team up-to-speed and quickly moving ahead in coordination with yours. With the numerous individuals involved in this process, we need to ensure that we streamline our efforts to reduce the impact on your team. Prior to our kickoff meeting, we will utilize an interactive tracking tool to assemble a list of data needs that can be used to track our requests. Of course, we will establish and coordinate a protocol that is workable for transfers of files, both large and small, that is convenient and secure.

Once our team has reviewed and analyzed your data, we will be ready to conduct a virtual or in-person meeting (as appropriate) to kick off the project. The objectives of this meeting are to establish the technical and management teams for the project, introduce the teams and stakeholders to the project and how it will be executed, discuss expectations and critical success factors, and review the schedule and next steps. Because you will have received our data requests prior to this meeting, we will also be able to use this meeting to go over our data requests while we have our technical specialists available and ready to engage directly with your team. This effort will utilize our time effectively and allow us to verify our understanding and information, while giving each of our teams the opportunity to ask follow-up questions, provide crucial understanding and details to fill potential data gaps, and determine direction to fill needed information quickly and efficiently.

The overall goal of Task 1 is to review existing data to gain a clear understanding of the system and then develop a draft and final master plan report, based on the results and findings of Tasks 2 through 4.

Advantages & Potential Analyses That Come With a Comprehensive and Accurate Water Distribution System GIS

- Prioritized maintenance and CIP planning
- Risk scoring (consequence & likelihood of failure)
- Strategic system renewal and deterioration forecasting
- Easier coordination with other utilities
- Establish level of service goals and track system performance

Key sub-tasks for Task 1 include:

- 1.a. Project Management/Meetings
 - vi. Kickoff Meeting (1)
 - vii. Project Meetings (12)
 - viii. City Council Meetings (3)
- 1.b. Data Collection and Review
- 1.c. Master Plan Report

Task 1 Deliverables:

- Meeting agendas/meeting minutes for Kick Off Meeting and Project Meetings
- Draft Master Plan Report
- Presentation for up to three (3) City Council Meetings
- Final Master Plan Report in both digital and hard copy (3 bound) format

Task 2 – Mapping and Modeling

The mapping and modeling task includes evaluating the City's existing mapping resources, recommending an appropriate software system for hydraulic modeling, and performing field work, as necessary to support an accurate water system GIS database.

The mapping and modeling task will be a critical component to the success of the water master plan project. The development of accurate and reliable water system data that will feed into a water system hydraulic model to support the capacity analysis, risk analysis, and subsequent capital project planning is a

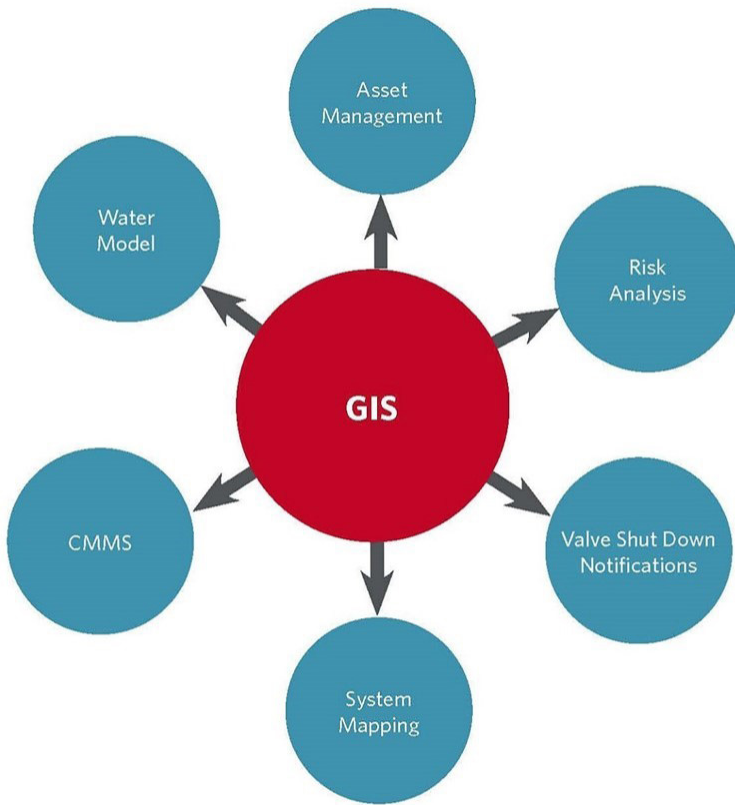


Figure E-3. Focusing our efforts on GIS data development gives the City a tool to not only support this project, but also a number of future business needs.

key component. The City currently has water system information housed in three unique sources that are currently not integrated:

- The WaterCAD (now called WaterGEMS) water model, updated in 2019, was originally developed based on the City’s AutoCAD maps, supplemented with field survey data.
- The AutoCAD maps contain the current up-to-date and accurate information pertaining to the water distribution system.
- The City has a water system GIS, but it is not heavily used and was based on the AutoCAD maps described above.

This task presents an opportunity for the City to develop a central data repository for their water system data that will support the update/ and development of a water system hydraulic model.

GIS has become an important component to utility system planning in recent years. Our approach to utility planning is to leverage GIS data so that it can be used for your business needs beyond the limits of the specific project we are working on. This project presents a great opportunity for the City to start developing a GIS system not only for use on this project, but for other uses beyond the scope of this project. Our approach utilizes the open architecture format of GIS to support a number of future business needs for the City.

Our approach to development of GIS data relies heavily on the fact that our clients have limited resources and budgets. Therefore, our solutions are highly “scalable” and not all data has to be developed at once or developed with perfect precision. We design our databases so that a level of accuracy/confidence is established. For example, a level 1 may include data based upon a set of assumptions, whereas a level 4 is data that has been field verified and surveyed to sub inch accuracy. This allows the City to start with a base GIS framework that can be continuously improved as new data is acquired and added.

We will focus our GIS data development efforts on the data required to support this master plan but in such a manner that the accuracy can be improved over time and future areas can easily be added.

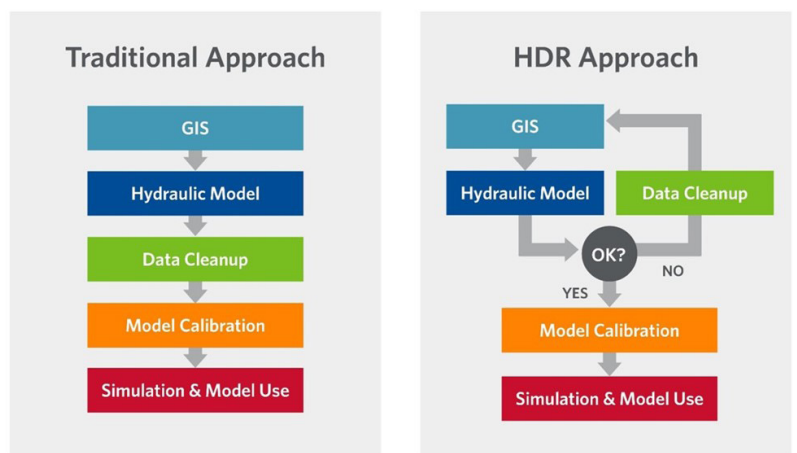


Figure E-4. Traditional approaches use the hydraulic modeling environment for data manipulation, which can create disconnects between the model database and the GIS database. HDR’s approach uses the GIS environment for model input data creation and update to avoid conflicts between the GIS data and the hydraulic model.

Once the GIS database has been developed, we will use that data to develop a water system hydraulic model. Our experience with hydraulic modeling is that when a model hasn't been updated recently (in this case since 2019) and a new accurate GIS database is available, it is more efficient to create a new model linked to the updated GIS database. We are recommending that we create a new model for the City in either WaterGEMS (the latest version of WaterCAD), which is a Bentley product, or InfoWater, which is an Innowyze product. Both software solutions use the EPANet hydraulic engine, so results will be similar and preference comes down to City preference, cost, and available features. We will prepare a software selection technical memorandum as part of this task. After the GIS data is developed for the water system, we will use that data to form the basis of our hydraulic model. Traditional approaches use the hydraulic modeling environment for data manipulation, which can create disconnects between the model database and GIS database. HDR has developed a proven project approach to GIS integration, shown in Figure E-3 above, that uses the GIS environment for model input data creation to accomplish a number of objectives:

- We can avoid conflicts between the GIS data and the hydraulic model.
- We can use the hydraulic model to QA/QC the GIS data resulting in a more accurate GIS database.
- It becomes easier to update the model in the future as data is added to or changed within the GIS database.

Task 2 also includes fieldwork including surveying, geotechnical evaluations, and potholing required to support the water system mapping. At the master planning stage, we typically let the preliminary results of the water system modeling, and risk analysis drive the need to perform fieldwork. That way we can focus our efforts on high risk assets and areas that do not make sense from a modeling and calibration standpoint. Our approach to data accuracy will clearly document the confidence level in each facility and we can recommend a plan for collecting data for this master plan effort as well as prioritizing future data collection. We have added a contingency for field survey and potholing.

Table E-1. Consequences of Failure and Likelihood of Failure

Considerations for LoF	Considerations for CoF
Installation Date	Size of Pipe
Age and Material	Pressure
Shallow Pipes	Land Use
Seismic	Proximity to Critical Infrastructure and Critical Customers Out of Service
Break History	Near Water Bodies
Soil Type	Potential Environmental Impact

A final component to Task 2 will be the establishment of Risk IDs for water main facilities and risk criteria for use in the risk analysis which will be performed in Task 4. Assigning Risk IDs allow us to group facilities based on individual construction project characteristics (e.g., year of installation, material, leak history). The development of consequence of failure as shown in Table E-1 (CoF) and likelihood of failure (LoF) evaluation criteria will allow us to perform a risk analysis that evaluates how likely a facility is to fail and if it does fail, what is the overall consequence of not being able to use the failed asset.

Key sub-tasks for Task 2 include:

- 2.a. GIS Database Development
- 2.b. GIS Mapping
- 2.c. Software Selection
- 2.d. Hydraulic Model Development
- 2.e. Field Condition Assessment
- 2.f. Field Survey
- 2.g. Risk Model – Risk Analysis to be performed in Task 4
 - i. Establish Risk IDs
 - ii. Establish Risk Criteria (Consequence of Failure/Likelihood of Failure)

Task 2 Deliverables:

- Hydraulic Model Software selection technical memorandum
- GIS database development and system mapping to include:

- Mains
- Valves
- Hydrants
- Meter laterals
- Pumps
- Appurtenances
- Pressure Zone Boundaries
- Field Condition Assessment Data
- Field data collection plan for master plan and for future data collection. We have assumed \$150,000 of field collection services to support Task 2.
- Risk model development technical memorandum (definition of criteria). Note the Risk Analysis is completed in Task 4.

Task 3 – Analyzing Environmental Variables

Water Demand Projections

The focus of this task is the development of long range water demand projections and water efficiency strategies and the assessment and impact of applicable climate change related conditions.

Water use trends have been decreasing over the last several years. Determining how much of this decrease will be permanent is a challenging exercise in risk assessment. Accurately projecting future demands from your historical trends, including new development, and modeling them correctly, is essential to right sizing your system and optimizing when and where to spend your capital funds. The transformation in demands has altered traditional master plan thinking throughout the state, with a focus shifting away from system capacity expansion towards system reliability and asset management planning. Our experience tells us that your water system is in a similar situation.

We will use historic billing data to analyze past usage patterns and to establish an appropriate baseline for your existing system demand scenarios. However, the baseline developed may not reflect the current or previous year, based on events (e.g., drought, demand conservation, or unprecedented economic

event) that impacted the baseline or the current or previous year. We will also analyze the City’s billing data to develop minimum, average, and maximum day demand peaking factors for use in updating the model.

We will look at land uses within the City’s service area and sort by service pressure zone, looking at both existing and planned land use designations within the approved General Plan. The growth data, together with data from your billing system sorted by pressure zone, will be utilized to analyze and project demands and peaking factors at the Pressure Zone level, providing greater accuracy for the forecast and better demand data for use in the hydraulic model. In particular, we will look at the following potential growth sites:

- The Georgia Pacific (GP) Mill site
- North Fort Bragg industrial water line extension from Pudding Creek to the edge of the City Limits (Note: this project is planned for 2022/2023)
- Future development/annexation within the Harbor areas
- One additional future annexation area, as defined in the current LAFCO Municipal Services Review (most likely the Fort Bragg area)

Resiliency Planning Elements

Cities, agencies, communities, businesses, and individuals are facing new and intensifying challenges from extreme weather events, increasing air temperatures, and increased precipitation variability as a result of climate change. The City of Fort Bragg has chosen to be proactive in response to these changes as part of their strategic planning. This step-by-step analysis utilizes historic climate trends to set the baseline for understanding projected future climate trends in air temperatures and precipitation so that the City’s risk/vulnerabilities related to water demand can be correlated to those that are anticipated to change at future time scales due to climate change.

HDR’s team of three atmospheric scientists have over 65+ years of combined experience in climate and weather hazard analysis for water management. The following approach is designed to provide the

necessary decision support that will aid in prioritizing resilient actions to the environmental threats posed by the varying climate

Communities that develop strategic plans for climate resilience will not only reduce service failures, improve financial efficiencies, and reduce liability, they will make their cities and towns more economically attractive to investment through their resiliency efforts. The cost of not taking action to mitigate climate hazards goes well beyond just those associated with the hazards themselves. In previous HDR studies, we have been able to conclusively prove that the benefit-to-cost ratio of resilient actions is a ratio of 6-to-1 for every dollar spent.

HDR has performed climate change risk and vulnerability assessments across a variety of infrastructure types and scale, including community, system, and site-level. We will use the climate investigations developed for the City in Task 3b as a starting place for a system-based climate resilience investigation as part of this project.

Through these analyses, HDR proposes to utilize the product of threat likelihood (probability) and the consequences of failure to produce a high level understanding of system risk to climate threats now and into the future (i.e. 2035, 2050, 2070, 2100). Considerations will be made for infrastructure criticality and community socio-economic goals. A prioritization schema will be developed to provide decision support for resilient actions.

For the geotechnical desktop assessment, HDR will review publicly available information on historic seismic data, review published flood maps, and records of historical pipe repairs. The desktop assessment will help identify areas of concern related to geotechnically sensitive areas and environmental factors. Additional testing may be performed for quantitative analysis of soils. Soils testing is not included in HDR's scope.

Environmental Sciences

HDR will review the options to prepare Programmatic California Environmental Quality Act (CEQA) document(s) for the City's utility master plans and CIP Program. CEQA allows for the preparation of programmatic Environmental Impact Reports (EIR) when a project includes a series of related actions that can be characterized as one large project and

should be looked at as a whole. The benefits of such documents are that they allow an examination of a project and promote "tiering" when later activities within the program are undertaken.

The use of tiering can expedite environmental review by eliminating repetitive analysis of issues and potential impacts adequately addressed in the program EIR. Tiering allows for the preparation of focused subsequent environmental documents once the appropriate level of project information and design is available. Typically these benefits are realized through time and money savings. Furthermore, preparing a comprehensive programmatic EIR for such plans often reduces risks to jurisdictions regarding timing project by project environmental reviews. By establishing overarching strategies and mitigation options for similar project types, the CEQA compliance process can be streamlined. HDR will prepare a memo that identifies the benefits of preparing Programmatic EIR(s) for the City utility master plans and CIP Program. The memo will also outline the risks associated with preparation of project by project documents vs preparation of a Programmatic EIR. Estimated costs associated with preparation of individual CEQA documents, including the array of different document types (e.g., exemptions, initial studies, mitigated negative declarations, EIRs), compared to the preparation of a programmatic EIR and tiered, focused subsequent documents will also be provided in the memo. HDR will prepare a Draft Memo for the City's review. Upon receipt of the City's comments, HDR will incorporate the City's comments and will prepare and submit a Final Memo.

Key sub-tasks for Task 3 include:

3.a. Water Demand Projections

- i. GP Mill Site
- ii. North Fort Bragg Industrial Water Line
- iii. Harbor Areas
- iv. One additional future annexation area

3.b. Water Resiliency Planning – Review General Plan (inland and coastal) Element 7

- i. Climate Change: Impacts and Projections
- ii. Climate Change: Risk and Vulnerability Assessments
- ii. Geotechnical Desktop Assessment

1. Seismic
 2. Landslides
 3. Slope instability
 4. Tsunami
 5. Flood
 6. Fire
- iii. Environmental Factors
7. Soil Corrosiveness
 8. PH
 9. Ground Water
- iv. Environmental Practices
10. Water Efficiency
 11. Conservation
 12. Working with local watershed groups to capitalize on the protection of sensitive fish and other members of the native river community
- 3.c. Technical Report Preparation
- 3.d. Cost/Benefits of Preparing a Programmatic EIR Memo

Task 3 – Deliverables

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

Task 4 – Capital Project Planning

Task 4 includes the bulk of the analysis work related to the water system master plan and we will use the model and findings from previous tasks to identify water system improvements necessary to provide adequate levels of service for both existing and future needs. Recommended system improvements will be prioritized based on a Risk Analysis and associated

risk model that assigned a Business Risk Exposure (BRE) score to each asset to confirm that resources are spent wisely on high risk assets. Recognizing that not all assets are created equal, we use a risk based approach to prioritizing assets for repair, rehabilitation, and replacement. High LoF/high CoF assets rise to the top of the list, while low LoF/Low CoF are at the bottom of the list. See figure below.

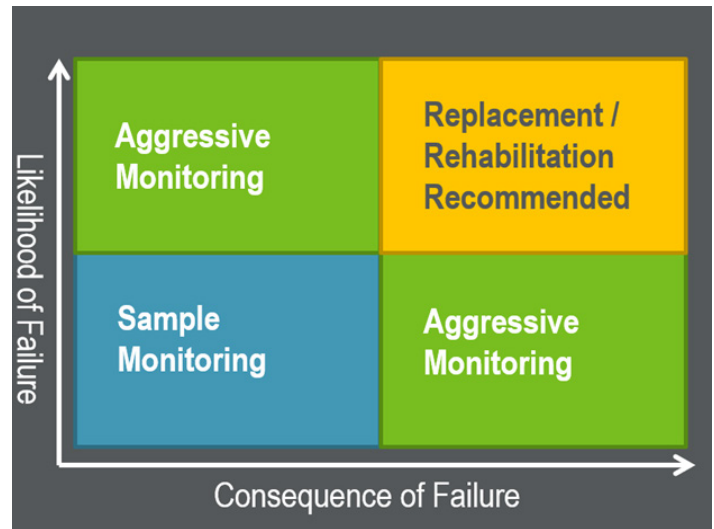


Figure E-5. Consequences of Failure and Likelihood of Failure

One of the primary strategies needed to successfully develop a comprehensive CIP that the City can confidently rely on year after year is to be able to provide the right balance that considers replacing aging infrastructure as well as meeting growth and redevelopment, capacity, and reliability needs. Developing a repeatable process that can be updated internally by staff enables the City to efficiently respond to and adapt the CIP whenever capital planning needs change, without having to rely on outside resources. This approach can leverage the City’s Asset Management Program recommendations, developed as part of this task, to align the CIP with the recommended performance metrics and service levels.

Through this project work, the City will be able to develop a repeatable, data-driven asset management project to support maintenance decisions and capital planning. The foundation of this will be development of a complete and reliable asset registry, an understanding of the overall condition of the infrastructure, and an assessment of capacity issues and reliability risks from the hydraulic modeling. These data sets can be leveraged to make defensible

capital decisions and focus maintenance activities to enhance the City’s efforts and capital dollars.

This can be achieved through alignment of these analyses with the City’s priorities and key performance metrics. HDR will work with the City to develop or enhance level of service metrics and establish a process that the City can follow to align risk modeling, condition assessments and modeling results with key levels of service in order drive priorities. This will result in a repeatable and defensible process that can easily be explained and justified to stakeholders and decision makers.

HDR will conduct workshops to work with the City to define level of service goals and key performance metrics. These will be factored into the risk assessment and capital planning effort for prioritization and scheduling of capital projects. HDR will document this process so that they City can continue to update their capital improvement program as new data is obtained and as needs change over time.

We have found that a distinct advantage of an Asset Management Program for our clients is the shift from “reactive” or unplanned to “proactive” or planned maintenance activities results in a significant cost savings.

Reactive Vs. Proactive

Our team is committed to providing the City actionable improvements. Too often projects are identified that cannot actually be implemented. This disconnect is commonly the result of lack of detail on the triggers and drivers for identified projects, a disconnect with available funding, or an inability to finish projects due to emergency repairs of aging assets. Figure E-6 provides an illustration of this problem.

We have had a high level of success with detailed information sheets to provide adequate detail for recommended projects. While it is necessary to forecast timing for projects to assist with financial planning, assumptions related to population and demand growth that may trigger these improvements inevitably change over time, especially for long-range improvements. Therefore, it is important to not only forecast timing of a recommended improvement, but also to identify the demand condition that triggers the improvement. These project information sheets

contain necessary detail to support environmental review and permitting process and support obtaining project funding from various State and Federal sources.

This leads to another key component of Task 4, the identification of project funding opportunities and funding streams. Our funding strategy roadmap will identify ideas to make the most of available funding while lessening federal compliance requirements. This will help reduce overall project costs and administrative requirements. We have successfully helped obtain SRF funding for clients across the country, including the City of Santa Cruz and Sacramento Regional County Sanitation District.

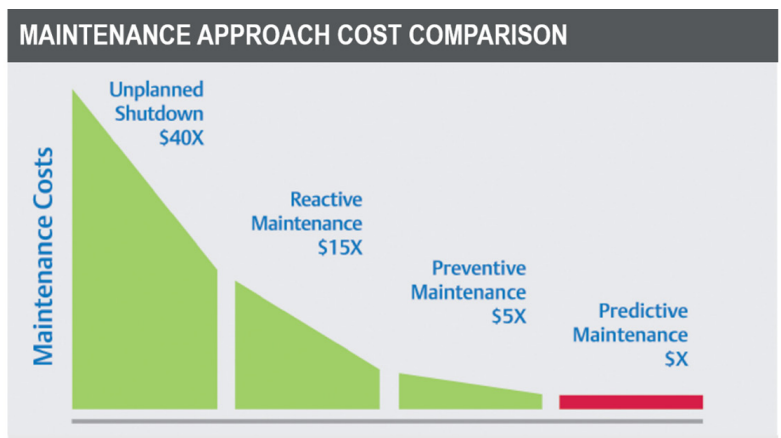


Figure E-6. Illustration of the impact of unplanned or reactive maintenance activities.

Beyond the SRF process, our team has expertise in each of the required environmental considerations, working relationships with applicable resource agencies, and the resources to execute the required environmental analysis and documentation. Our approach will provide the City with a transparent process and efficient execution of compliance actions. Potential funding sources that will be explored include:

- State Revolving Fund (SRF)
- Water Infrastructure and Finance Innovation Act (WIFIA)

Our recent experience with WIFIA has led to \$3.3 billion in financing to support \$6.8 billion of infrastructure investment for our Clients (see Figure E-7 on page E-11).

Key sub-tasks for Task 4 include:

- 4.a. Existing Capacity Analysis
- 4.b. Future Capacity Analysis
- 4.c. Risk Analysis/Project Prioritization
- 4.d. Asset Management
 - i. Analyze existing asset management practices for the water distribution system
 - ii. Prioritize future asset management procedures (tracking, evaluating, and replacing aging infrastructure).
- 4.e. Identify project funding opportunities
- 4.f. Project Practicability Report
- 4.g. Preliminary Engineering Reports (30% Design) for up to three projects

Task 4 Deliverables:

- Technical Memorandum (TM) summarizing results and findings of the capacity analysis including proposed pipeline replacement projects. Recommended project will consider emerging technology.
- Technical Memorandum summarizing the results of the risk based analysis including likelihood of failure versus consequence of failure analysis to develop risk scores for each water asset.
- Based on the results of the capacity evaluation and the risk evaluation, a prioritized list of replacement, repair, and rehabilitation projects will be developed that include an evaluation of the feasibility of implementation and funding options.
- Preliminary Engineering Reports will be developed for recommended projects that contain adequate detail to support the environmental and funding process. Reports will include:
 - Schedule
 - Cost
 - Mapping
 - Detailed Project Descriptions
 - Funding Sources
 - Grant Funding Analysis
 - Project Priority Ranking
 - Environmental and Permitting Requirements to Support Funding
- Design Trigger

Alternate Tasks

A.1 - Preparation of CEQA/NEPA determinations and associated studies needed for grant applications.

HDR has supported several jurisdictions with the preparation of environmental constraints analyses, initial environmental reviews, technical studies, and identification of CEQA/NEPA documentation strategies for grant applications. Often, early environmental review as part of the grant application process can be beneficial for scoring purposes as well as for demonstrating the project's applicability for the grant program and ultimately leads to successful grant award. HDR has a wide range of technical environmental experts that can conduct air quality, biological resources, climate, cultural resources, energy, hazardous waste, hydrologic, traffic, visual, and wildfire assessments to support grant applications. HDR has successfully prepared several CEQA-Plus documents as part of the Clean Water State Revolving Fund Grant Process. HDR is very familiar with the CEQA-Plus requirements and has local experts to address the federal cross-cutting regulations. HDR is also intricately familiar with federal grant programs, specifically the FEMA Hazard Mitigation Grant Program. HDR has NEPA experts locally in Northern California as well as across the country to assist with NEPA documentation in support of federal grant applications. HDR can assist with preparation of CEQA/NEPA documents, conducting technical studies, and early environmental reviews for the City as part of grant application processes. HDR can work with the City to define the environmental review needs as part of the grants being pursued. Once the environmental review needs are defined, HDR will provide a separate scope of work and fee.

A.2 - Preparation of Programmatic EIR for CIP projects associated with Utility Master Plans.

As described above, under Task 2, there are benefits to prepare a programmatic EIR (PEIR) for CIP Projects associated with Utility Master Plans. HDR has prepared PEIRs for several jurisdictions successfully. Within the PEIRs that we have prepared we have typically described the program as a whole, identified the list of projects, analyzed the full range of projects included in the program, and also

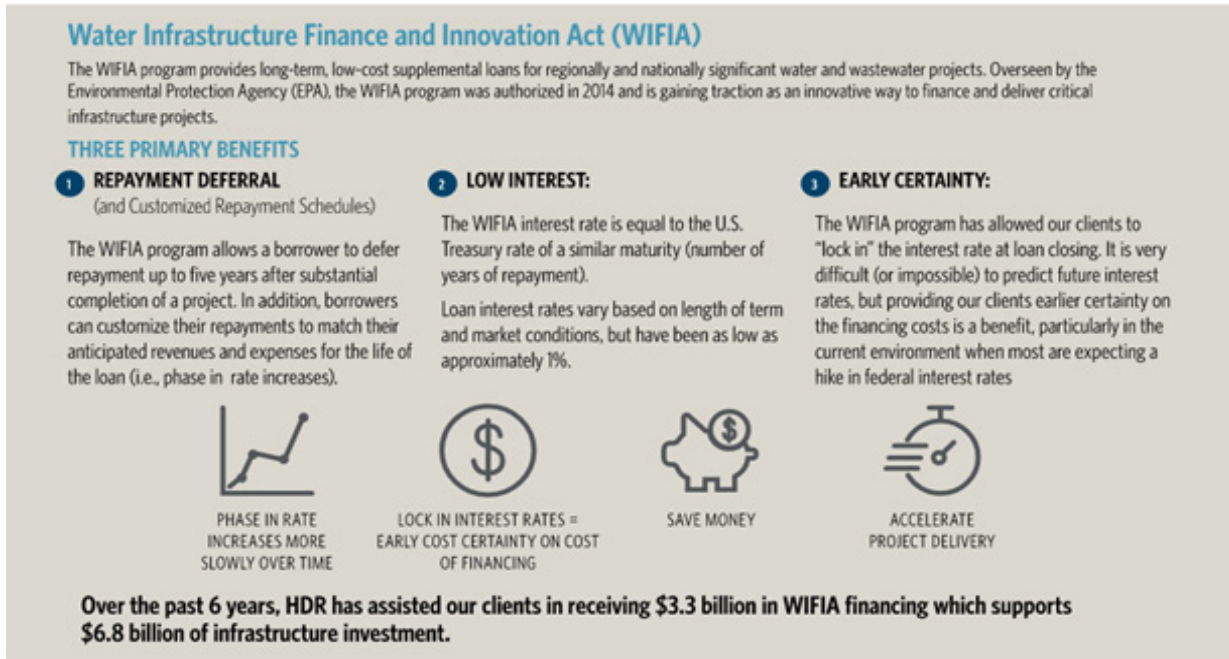


Figure E-7. WIFIA Infrastructure Financing

evaluated at a project-level of analysis those projects that are more defined at the time of preparation of the PEIR. This allows for additional efficiencies and reduces the number of tiered and subsequent CEQA documents that are necessary to finish CEQA compliance, ultimately saving time and money. HDR would recommend this approach for the City's PEIR if there are CIP projects that can be defined at a low level of detail and still have full analysis of potential environmental impacts, while other CIP projects that may be in the early planning phase and have a higher level of detail to meet CEQA review requirements. This programmatic/project-level approach informs a whole decision-making process under CEQA with necessary legal sufficiency; it also informs better design in the next phase of work. HDR can work with the City to define the appropriate approach for the CIP Program PEIR. The agreed-upon approach will inform the scope of work for the PEIR. Therefore, if the City elects to prepare a PEIR for the CIP Program, HDR will provide a separate scope of work and fee.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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Phone: (707) 961-2823
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Text File

File Number: 22-636

Agenda Date: 1/9/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases



AGENCY: City Council
MEETING DATE: January 9, 2023
DEPARTMENT: Public Works
PRESENTED BY: Alfredo Huerta
EMAIL ADDRESS: ahuerta@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases

ISSUE:
 The City’s current Franchise Agreement (Agreement) with Redwood Waste Solutions, Inc. (RWS), provides for the approval of all increases in rates and charges by the City Council prior to such rates and charges becoming effective.

Pursuant to the Agreement (Article 9) RWS is entitled to rate adjustments in the form of pass-through adjustments, cost-of-living, fuel rate, and commodity price adjustments. The pass-through adjustments included in this proposed fee increase result from increases in Solid Waste disposal, including recyclables and green waste. Rate increases for each type of service are set forth in Attachment 2.

ANALYSIS:

Application of Adjustments

Pass-through adjustments are provided for in the Agreement (Attachment 3, Article 9.3.1, Pass-through Rate Adjustment). The Agreement states that a City surcharge or an increase in a City-owned disposal charge will be “passed-through” to the rate.

This pass-through adjustment, cost-of-living, fuel rate, and commodity price adjustments requested by RWS is based on the following increases in disposal cost over the last year:

Cost-of-Fuel Adjustment (COFA)	
	Index
Average Monthly Value for 12 Mths Leading up to Oct-21	3.91
Average Monthly Value for 12 Mths Leading up to Oct-22	5.86
	Δ 1.942
	% 49.61%
OCT-YTD Fuel Amount	\$320,843
OCT-YTD Cost of Ops	\$3,008,821
Total Fuel / Total Cost of Ops	11%
Total	5.29%

Cost-of-Living Adjustment (COLA)		
	21-Oct	313.26
	22-Oct	332.06
	Δ	18.8
	%	6.00%
OCT-YTD Op. Ex - D&F		\$1,866,250
OCT-YTD Cost of Ops		\$3,008,821
Total Op. Exp less Disposal & Fuel / Total Cost of Ops		62%
Total		3.35%

Pass Through Disposal + Pass-Through Recycling + Pass-Through Organics Rate Adjustments (PTDRA+RCVA+OCFA)	
Fort Bragg	
MSW	1.35%
Organics	3.24%
Recycling	0.00%
Total	4.59%

Expense Allocation %	COFA		Fuel % Change		Weighted % Change
		11%	49.61%		5.29%
	COLA		CPI % Change		
		62%	6.00%		3.35%
Disposal Pass Through		Disposal % Change			
	27%	20.00%		4.59%	

13.23% Total Rate Adj. Effective 1/9/23

Fuel Costs are approximately 11% of the total expense allocation. As a result, the 49.61% increase in the fuel component increases the rates by 5.29%. Cost-of-Living is approximately 62% of the total expense allocation. As a result, the 6% increase in the cost of providing services (cost-of-living) component increases the rates by 3.35%. Disposal costs are approximately 27% of the total expense allocation. As a result the 20% increase in the disposal component increases the rates by 4.59%. Keep in mind that the disposal rate increase includes the increase in tipping fee for organic waste collection that was recently approved. There is no retroactive adjustment included in this rate increase.

The typical residential customer will see an increase from \$33.11 to \$37.49 a month.

City Approval of Rate Increases

The Agreement Article 9.1.1, titled City’s Powers, provides for City approval of all rates:

The Fort Bragg City Council shall set and regulate all rates and charges assessed by Contractor for any and all services and activities it performs or engages in the Franchise Area, which are covered under this Agreement.

The Agreement Article 9.2, titled Rate Requirements, provides for modifications to the rates:

C. The rates specified in Exhibits A, B, and C may be modified in accordance with the Rate Adjustments as described in this Agreement.

Staff has reviewed the rate adjustment calculations and concurs that they have been calculated correctly.

RECOMMENDED ACTION:

Staff recommends that the Council adopt the Resolution to approve the Rates attached as Attachment No. 2.

ALTERNATIVE ACTION(S):

Do not approve the Resolution or the RWS rate increases. However, the Franchise Agreement requires the City to provide rate adjustments, so long as they meet the terms of the Agreement.

FISCAL IMPACT:

The rate increases impact City of Fort Bragg Residents and Businesses. Increases in City of Fort Bragg fees result in the same increase in franchise fees that the City receives on gross revenue generated within the City limits.

GREENHOUSE GAS EMISSIONS IMPACT:

The price increases are not expected to have any direct impact on greenhouse gas emissions, although any action that encourages a reduction in the waste stream through diversion, composting or reduced production of waste will reduce creation of methane gas in landfills and reduce the number of truck trips to haul the waste to recycle centers, compost facilities and/or the landfill.

CONSISTENCY:

Approval of the rate increases are consistent with the terms of the current Franchise Agreement.

IMPLEMENTATION/TIMEFRAMES:

Rate increases will be effective January 9, 2023, without any retroactive portion.

The current Franchise Agreement expires on June 30, 2032.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A: RWS Rate Increase
3. Franchise Agreement

NOTIFICATION:

1. Bruce McCracken, Vice President, C&S Waste Solutions of California

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING REDWOOD WASTE SOLUTIONS PROPOSED RESIDENTIAL,
COMMERCIAL AND MULTIFAMILY, AND ROLLOFF RATE CHANGES**

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

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

WHEREAS, the City and Redwood Waste Solutions, Inc. (RWS), executed a Franchise Agreement (Agreement) dated December 1, 2021; and

WHEREAS, the City's intention in executing the Agreement with RWS was to maintain reasonable rates for collection and transportation of solid waste, discarded recyclable materials and green waste within the area covered by the Agreement; and

WHEREAS, the Agreement provides for approval by the City Council of rates and charges by RWS; and

WHEREAS, the Agreement provides for pass-through adjustments, cost-of-living, fuel rate, and commodity price adjustments, when applicable; and

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

1. That the rate adjustments set forth in Exhibit A are consistent with the Franchise Agreement.
2. That the 13.23% rate increase associated with the pass-through disposal adjustment, cost-of-living, fuel rate, and commodity price adjustments is to be applied January 9, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the rate adjustments as set forth in Exhibit A for Residential, Commercial and Multifamily, and Roll-off services within the City limits, with the pass-through disposal adjustment, cost-of-living, fuel rate, and commodity price adjustments, effective January 9, 2023.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of January 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



EXHIBIT A

City of Fort Bragg
 Rate Schedule - Single Family
 Effective January 9, 2023

AUTOMATED CART SERVICE				
TRASH		Current	New (Rounded)	
96 gallon cart	Weekly	\$99.36	\$113.00	per mo.
64 gallon cart	Weekly	\$66.22	\$75.00	per mo.
32 gallon cart	Weekly	\$33.11	\$37.00	per mo.
20 gallon cart	Weekly	\$22.01	\$25.00	per mo.
RECYCLING				
96 gallon cart	Weekly	Included		
ORGANIC WASTE				
96 gallon cart	Weekly	Included		
ADDITIONAL CARTS				
TRASH				
96 gallon cart	Weekly	\$74.52	\$84.00	per mo.
64 gallon cart	Weekly	\$49.67	\$56.00	per mo.
32 gallon cart	Weekly	\$24.83	\$28.00	per mo.
20 gallon cart	Weekly	\$16.51	\$19.00	per mo.
RECYCLING				
96 gallon cart	Weekly	\$15.00	\$17.00	each after first two
ORGANIC WASTE				
96 gallon cart	Weekly	\$15.00	\$17.00	each after first two
ADDITIONAL SERVICES				
Bulky item collection	per occurrence	\$45.00	\$51.00	after first two
Drive in/ backyard service less than 100 ft.	per month	\$15.00	\$17.00	
Extra residential pickup	per occurrence	\$12.00	\$14.00	
Extra bag on service day up to 20 lbs.	per occurrence	\$8.00	\$9.00	
Animal resistant cart	per month	Please call our office for pricing		
ADDITIONAL FEES				
Contamination fee	per occurrence	\$25.00	\$28.00	
Overflowing cart fee	per occurrence	\$8.00	\$9.00	
Return check fee	per occurrence	\$25.00	\$28.00	
Late fee/finance charge	per month	1.50%	2%	
Cart Delivery	per occurrence	\$45.00	\$51.00	after one time per year
Cart Removal	per occurrence	\$45.00	\$51.00	after one time per year
Cart Exchange	per occurrence	\$55.00	\$62.00	after one time per year
Cart Replacement				
96 gallon cart	per occurrence	\$115.00	\$130.00	after one time per year
64 gallon cart	per occurrence	\$110.00	\$125.00	after one time per year
32 gallon cart	per occurrence	\$105.00	\$119.00	after one time per year
20 gallon cart	per occurrence	\$100.00	\$113.00	after one time per year



City of Fort Bragg
Rate Schedule - Multi-Family
Effective January 9, 2023

Current

TRASH COLLECTION (Includes 96-Gallon Recycling and 96-Gallon Organics)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$39.99					
64-Gallon Cart	\$79.96					
96-Gallon Cart	\$119.95					
1 CY Bin	\$240.78	\$343.06	\$456.69			
1.5 CY Bin	\$322.90	\$507.96	\$666.03			
2 CY Bin	\$416.68	\$679.08	\$882.14	\$1,144.37	\$1,264.10	
3 CY Bin	\$488.97	\$868.85	\$1,248.50	\$1,628.32	\$2,008.13	
4 CY Bin	\$761.88	\$1,367.78				
2 CY Compactor	\$678.17	\$1,171.41				
3 CY Compactor	\$739.41	\$1,233.50				
4 CY Compactor	\$874.20	\$1,659.80				

RECYCLING ONLY COLLECTION						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$59.97					
1 CY Bin	\$120.39	\$171.53	\$228.34			
1.5 CY Bin	\$161.45	\$253.98	\$333.02			
2 CY Bin	\$208.34	\$339.54	\$441.07	\$572.18	\$632.05	
3 CY Bin	\$244.48	\$434.43	\$624.25	\$814.16	\$1,004.07	
4 CY Bin	\$380.94	\$683.89	\$873.35	\$1,176.07	\$1,478.95	
2 CY Compactor	\$339.09	\$585.71				
3 CY Compactor	\$369.71	\$616.75				
4 CY Compactor	\$437.10	\$829.90				

ORGANICS COLLECTION (Green Waste and Food Waste Only)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$89.96					
1 CY Bin	\$180.59	\$257.30	\$342.52			
1.5 CY Bin	\$242.18	\$380.97	\$499.52			
2 CY Bin	\$312.51	\$509.31	\$661.61	\$858.27	\$948.07	
3 CY Bin	\$366.73	\$651.64	\$936.37	\$1,221.24	\$1,506.10	
4 CY Bin	\$571.41	\$1,025.84	\$1,310.03	\$1,764.10	\$2,218.43	

New

TRASH COLLECTION (Includes 96-Gallon Recycling and 96-Gallon Organics)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$45.28					
64-Gallon Cart	\$90.54					
96-Gallon Cart	\$135.83					
1 CY Bin	\$272.65	\$388.46	\$517.13			
1.5 CY Bin	\$365.64	\$575.19	\$754.18			
2 CY Bin	\$471.83	\$768.96	\$998.89	\$1,295.83	\$1,431.40	
3 CY Bin	\$553.68	\$983.84	\$1,413.74	\$1,843.83	\$2,273.90	
4 CY Bin	\$862.71	\$1,548.80				
2 CY Compactor	\$767.92	\$1,326.44				
3 CY Compactor	\$837.27	\$1,396.75				
4 CY Compactor	\$989.90	\$1,879.47				

RECYCLING ONLY COLLECTION						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$67.91					
1 CY Bin	\$136.32	\$194.23	\$258.56			
1.5 CY Bin	\$182.82	\$287.59	\$377.09			
2 CY Bin	\$235.91	\$384.48	\$499.45	\$647.91	\$715.70	
3 CY Bin	\$276.84	\$491.93	\$706.87	\$921.91	\$1,136.96	
4 CY Bin	\$431.36	\$774.40	\$988.94	\$1,331.72	\$1,674.69	
2 CY Compactor	\$383.97	\$663.23				
3 CY Compactor	\$418.64	\$698.38				
4 CY Compactor	\$494.95	\$939.74				

ORGANICS COLLECTION (Green Waste and Food Waste Only)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$101.87					
1 CY Bin	\$204.49	\$291.35	\$387.85			
1.5 CY Bin	\$274.23	\$431.39	\$565.63			
2 CY Bin	\$353.87	\$576.72	\$749.17	\$971.86	\$1,073.55	
3 CY Bin	\$415.27	\$737.88	\$1,060.30	\$1,382.87	\$1,705.43	
4 CY Bin	\$647.04	\$1,161.61	\$1,483.41	\$1,997.58	\$2,512.04	



City of Fort Bragg
Rate Schedule - Temp Services
Effective January 9, 2023

TEMPORARY SERVICES	Unit	Current	New (Rounded)	Notes
Special Pick-Up up to 3 cubic yards	each	\$150.00	\$170.00	
Additional Standby and Loading Time	per hour	\$55.00	\$62.00	
TEMPORARY BINS				
3 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$195.00	\$221.00	
Each additional pickup	per occurrence	\$95.00	\$108.00	
4 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$275.00	\$311.00	
Each additional pickup	per occurrence	\$145.00	\$164.00	
OTHER SERVICES				
Locking Bin, Lock on Gate, enclosure Monthly Fee	per lock, per month	\$12.50	\$14.00	
Trip Charge/Dry Run	per occurrence	\$125.00	\$142.00	
Delivery Charge	per occurrence	\$85.00	\$96.00	after one time per year
Delivery Charge Commercial Carts	per occurrence	\$45.00	\$51.00	after one time per year
Cart Contamination fee: Trash, Recycle, Organics				
First time warning, no charge.	per occurrence	\$30.00	\$34.00	
Bin Contamination fee: Trash, Recycle, Organics				
First time warning, no charge.	per occurrence	\$125.00	\$142.00	
Exchange – Cart - One free each year	per occurrence	\$65.00	\$74.00	
Exchange – Bin - One free each year	per occurrence	\$150.00	\$170.00	
Compactor Cleaning (2, 3 & 4 cy)	per occurrence	\$450.00	\$510.00	
Container Cleaning	per occurrence	\$225.00	\$255.00	
Overflowing Cart Fee	per occurrence	\$10.00	\$11.00	
Overflowing Bin Fee	per occurrence	\$38.60	\$44.00	per 1/2 yard
Locking Bar Installation with Lock/Key	per occurrence	\$125.00	\$142.00	
Replacement Key	per occurrence	\$15.00	\$17.00	
Pal Out Charge - Container	per month	\$95.00	\$108.00	
Per Day Temp Bin Rent after 7 days	per occurrence	\$15.00	\$17.00	
Roll-off Compactor Charge per Pull (20 & 30 cy)	per pull	\$525.00	\$594.00	Plus Disposal & FF
Roll-off Relocation	per occurrence	\$50.00	\$57.00	
Return Check Fee	per occurrence	\$25.00	\$28.00	
Late Fee / Finance Charge	per month	1.50%	1.50%	



City of Fort Bragg
Rate Schedule - Additional Services
Effective January 9, 2023

TEMPORARY SERVICES		Current	New	Rounded	Notes
Special Pick-Up up to 3 cubic yards	each	\$150.00	\$169.85	\$170.00	
Additional Standby and Loading Time	per hour	\$55.00	\$62.28	\$62.00	
TEMPORARY BINS					
3 Cubic Yard Temporary Bin					
Delivery, Removal and up to 7 days rental	per bin	\$195.00	\$220.81	\$221.00	
Each additional pickup	per occurrence	\$95.00	\$107.57	\$108.00	
4 Cubic Yard Temporary Bin					
Delivery, Removal and up to 7 days rental	per bin	\$275.00	\$311.40	\$311.00	
Each additional pickup	per occurrence	\$145.00	\$164.19	\$164.00	
OTHER SERVICES					
ROLL-OFF PULL RATES					
Roll-Off Containers billed on a per pull plus disposal fee					
10 Cubic Yard Container	per pull per haul	\$425.00	\$481.25	\$481.00	plus Disposal and FF
20 Cubic Yard Container	per pull per haul	\$425.00	\$481.25	\$481.00	plus Disposal and FF
30 Cubic Yard Container	per pull per haul	\$425.00	\$481.25	\$481.00	plus Disposal and FF
40 Cubic Yard Container	per pull per haul	\$425.00	\$481.25	\$481.00	plus Disposal and FF



Annual Rate Adjustment Calculation City of Fort Bragg

Cost-of-Fuel Adjustment (COFA)		
	Index	
Average Monthly Value for 12 Mths Leading up to Oct-21	3.91	
Average Monthly Value for 12 Mths Leading up to Oct-22	5.86	
	Δ	1.942
	%	49.61%
OCT-YTD Fuel Amount	\$320,843	
OCT-YTD Cost of Ops	\$3,008,821	
Total Fuel / Total Cost of Ops	11%	
Total		5.29%

Total RA	
Fort Bragg	13.23%

Cost-of-Living Adjustment (COLA)		
	21-Oct	313.26
	22-Oct	332.06
	Δ	18.8
	%	6.00%
OCT-YTD Op. Ex - D&F	\$1,866,250	
OCT-YTD Cost of Ops	\$3,008,821	
Total Op. Exp less Disposal & Fuel / Total Cost of Ops	62%	
Total		3.35%

Pass Through Disposal + Pass-Through Recycling + Pass-Through Organics Rate Adjustments (PTDRA+RCVA+OCFA)	
Fort Bragg	
MSW	1.35%
Organics	3.24%
Recycling	0.00%
Total	4.59%

EXCLUSIVE FRANCHISE AGREEMENT FOR
SOLID WASTE REFUSE COLLECTION
FORT BRAGG SERVICE AREA
FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL GENERATORS
BETWEEN THE
CITY OF FORT BRAGG
AND
REDWOOD WASTE SOLUTIONS, INC.

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**EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE REFUSE
FORT BRAGG SERVICE AREA
BETWEEN
CITY OF FORT BRAGG
AND
REDWOOD WASTE SOLUTIONS, INC.**

This Agreement for Solid Waste Refuse Fort Bragg Service Area between the City of Fort Bragg and Redwood Waste Solutions, Inc. (the "Agreement") is made and entered into as of the last date of execution (the "Effective Date") between the City of Fort Bragg, a California municipal corporation (hereinafter, "City") and Redwood Waste Solutions, Inc. (hereinafter, "Contractor"), a Delaware corporation qualified to do business in California, each of whom shall separately be a "Party" and collectively be the "Parties."

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

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

WHEREAS, City and Contractor are mindful of the provisions of local, state, and federal laws governing the safe Collection, Transport, and Disposal of Solid Waste, Organic Waste, and Recyclable Materials, including, but not limited to AB 341, AB 876, AB 901, AB 939, AB 1594, AB 1826, SB 1383, the Resource Conservation and Recovery Act ("RCRA") and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"); and

WHEREAS, City has not, and by this Agreement does not, instruct Contractor on its Collection Methods, nor supervise the Collection of waste; and

WHEREAS, Contractor has represented and warranted to the City that it has the experience, responsibility, and qualifications to arrange with residents, commercial, industrial, institutional, and other entities in the Franchise Area for the collection and safe transport to Approved or Designated Facilities for Solid Waste, Organic Waste, and Recyclable Materials, the City of Fort Bragg City Council determines and finds that the public interest, health, safety, and well-being would be best served if Contractor were to make arrangements with residents and other entities to perform these services; and

WHEREAS, the City of Fort Bragg City Council declares its intention of maintaining reasonable rates for the collection and transportation of Solid Waste, Organics Waste, and Recyclable Materials within the area covered by this grant of franchise; and

WHEREAS, the City wishes to contract with Contractor for Solid Waste, Organic Wastes, and Recyclable Materials collection and processing services; and

WHEREAS, the City and Contractor wish to enter into this Agreement on the terms and conditions stated herein; and

NOW, THEREFORE, the Parties agree to the terms and conditions set forth herein.

ARTICLE 1: GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE

1.1 City grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), an exclusive privilege, duty and right to make and enter into independent agreements with residents of single family units, residents and/or owners of multifamily units, and Persons in charge of commercial, industrial, institutional and other entities in the Franchise Area for the collection, transportation and disposal of Solid Waste, Organic Waste, and Recyclable Materials, generated or accumulated within the Franchise Area, with the exception of sewage sludge and seepage, which has been placed in a Contractor-provided Container, in the areas covered by this Agreement, as its boundaries are now constituted or may hereafter be amended.

1.2 Contractor agrees to be bound by and comply with all the requirements of this Agreement.

1.3 In the event of and to the extent that any of the following (Items A to C below) require or are amended to require that either Party take certain action or desist from taking certain action that affects the promises, covenants and/or performance of the Parties hereunder, then this Agreement shall be amended to provide for the satisfaction of such requirements. Further, should such amendments to this Agreement result in the Contractor having to incur additional expenses in performing its obligations hereunder, or if certain cost cutting measures are implemented that justify lower rates, then Contractor or City may seek rate adjustments therefore in accordance the procedures under Article 9 below.

A. The City Code, the California Public Resources Code, other applicable state and federal laws, rules and regulations promulgated thereunder;

B. The County of Mendocino County-wide Integrated Waste Management Plan and the County's Source Reduction and Recycling Elements and Household Hazardous Waste elements; and

C. Any and all amendments to said laws, plans, and regulations.

1.4 City may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and City shall use good-faith efforts to cooperate in such enforcement actions

brought by Contractor. City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to this Agreement.

ARTICLE 2: DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the words and phrases in this Article shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement.

2.1 AB 341

“AB 341” means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Chapter 476 Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

2.2 AB 876

“AB 876” means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to Chapter 593 of the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

2.3 AB 901

“AB 901” means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Chapter 746 Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

2.4 AB 939

“AB 939” means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), Chapter 1095, as amended, supplemented, superseded, and replaced from time to time.

2.5 AB 1594

“AB 1594” means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Chapter 719 Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

2.6 AB 1826

“AB 1826” means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, Chapter 727 which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

2.7 Affiliate

“Affiliate” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management and shall be deemed to be “Affiliated with” Contractor and included within the term “Affiliates” as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Contractor, and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that: (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Affiliate includes Subsidiaries.

2.8 Agreement

“Agreement” means this Exclusive Franchise Agreement between the City and Contractor, including all exhibits and attachments, and any amendments thereto.

2.9 Alternative Daily Cover (ADC)

“Alternative Daily Cover” or “ADC” has the same meaning as in 27 CCR Section 20690.

2.10 Alternative Facility

“Alternative Facility” means any Facility approved by City for use pursuant to Section 5.

2.11 Alternative Intermediate Cover (AIC)

“Alternative Intermediate Cover” or “AIC” has the same meaning as in 27 CCR Section 20700.

2.12 Applicable Law

“Applicable Law” means all federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations.

2.13 Approved Facilities

“Approved Facility(ies)” means a facility(ies) proposed by Contractor and approved by the City for the Processing and/or Disposal of the following materials: Bulky Waste, C&D, Food Waste, Green Waste, Industrial Solid Waste, Organic Waste, Solid Waste, and Source Separated Recyclable Materials.

2.14 Back-Haul

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

2.15 Bin

“Bin” shall mean a container designed for mechanical emptying with a close-fitting cover and of a design approved by the City with capacity of approximately one (1) to six (6) cubic yards.

2.16 Blue Container

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or SSBCOW.

2.17 Board

“Board” means the Board of Supervisors of Mendocino County.

2.18 Bulky Waste

“Bulky Waste” means and includes, but not by way of limitation, discarded white goods (i.e., major household appliances), furniture, tires, carpets, mattresses, and similar large items, which cannot be placed in a covered Container.

2.19 Business Day(s)

“Business Days” mean days during which the City offices are open to do business with the public.

2.20 C&D

“C&D” means Construction and Demolition Debris.

2.21 C&D Collection Site

“C&D Collection Site” means properties where construction and demolition work is performed as evidenced by City issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated per City Code Chapter 18.30.

2.22 California Code of Regulations (CCR)

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

2.23 CalRecycle

“CalRecycle” means California’s Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Counties and Cities and other regulated entities.

2.24 Cart

“Cart” means a plastic Container with a hinged lid and wheels serviced by automated or semi-automated Collection vehicles and with a Container capacity of 20, 35, 65, or 95 gallons (or similar volumes).

2.25 City Council

“City Council” means the City Council of the City of Fort Bragg.

2.26 City

“City” means the City of Fort Bragg, California.

2.27 City Franchise Agreement

“City Franchise Agreement” means that certain Exclusive Franchise Agreement for Solid Waste Refuse Fort Bragg Service Area between the City and Contractor.

2.28 Collect/Collection

“Collect” or “Collection” means the act of taking physical possession of Discarded Materials at Single-Family, Multi-Family, or Commercial Premises within the City and from City facilities and transporting the Discarded Materials to an Approved or Designated Facility for Processing, Transfer, or Disposal.

2.29 Commercial Business (Commercial)

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business for the purposes of this Agreement.

2.30 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

2.31 Community Composting

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

2.32 Compostable Plastics

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

2.33 Compost

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Agreement, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

2.34 Construction and Demolition Debris

“Construction and Demolition Debris” means: (1) Discarded materials generally considered to be not water soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for construction project; (2) Clean cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project;

(3) Non-construction and demolition debris wood scraps; (4) Insignificant amounts of other non-hazardous wastes that are generated at the construction or demolition projects provided such amounts are consistent with best management practices of the industry; (5) Mixing of construction and demolition debris with other types of Solid Waste will cause it to be classified as other than construction and demolition debris.

2.35 Contractor

“Contractor” means Redwood Waste Solutions, Inc. and its DBAs, and Subcontractors that perform services on Contractor’s behalf.

2.36 Container(s)

“Container(s)” means a receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-Off Boxes, compactors, or other storage instruments to the extent such Containers are permitted by the City for use for Collection services provided under this Agreement.

2.37 County

“County” means the County of Mendocino, State of California.

2.38 County Franchise Agreement

“County Franchise Agreement” means that certain “Exclusive Franchise Agreement for Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection for County Solid Waste Franchise Area No. Two between the County and the Contractor.

2.39 Customer(s)

“Customer” means the Person who receives the Contractor’s Collection services and to whom the Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premise. The Customer may be either the occupant, owner, or property manager of the Premises, as allowed under the City Code.

2.40 DBA

“DBA” means a fictitious name, assumed name, or trade name that is different from Contractor’s legal name, which Contractor uses for “doing business as” to provide Collection services.

2.41 Debris Box

“Debris Box” means an open-top Container with a capacity of ten (10) to fifty (50) cubic yards that is serviced by a roll-off Collection vehicle.

2.42 Designated Disposal Facility

“Designated Disposal Facility” means Willits Solid Waste Transfer Station and Recycling

Center located at 350 Franklin Avenue, Willits, CA, which is owned and operated by Solid Waste of Willits, Inc., for all Solid Waste collected within the Fort Bragg Collection Area, as defined in Section 3.5 of this Agreement. Solid Waste collected within the Fort Bragg Collection Area shall be directed to the Willits Solid Waste Transfer Station through December 3, 2024, which is the current expiration date of the Agreement between the City and Solid Waste of Willits, Inc., or as otherwise extended by amendment or new agreement. Upon expiration or termination of the Agreement between the City and Solid Waste of Willits, Inc., Contractor shall submit to City for approval a written request to use a Contractor-selected Designated or Approved Disposal Facility.

2.43 Designated Organic Waste Processing Facility

“Designated Organic Waste Processing Facility” means the Facility at 6000 Potter Valley Road, Potter Valley, CA, that is an Organic Waste Processing Facility which is owned and operated by Cold Creek Compost, Inc., and that the Jurisdiction is directing the Contractor to use. Organic waste collected within the Fort Bragg Collection Area, as defined in Section 3.5 of this Agreement, shall be directed to the Cold Creek Compost, Inc. facility through December 31, 2022, which is the current expiration date of the Agreement between the County and Cold Creek Compost, Inc., or as otherwise extended by amendment or new agreement. Upon expiration or termination of the Agreement between the City and Cold Creek Compost, Inc., Contractor shall submit to City for approval a written request to use a Contractor-selected Designated or Approved Organic Waste Processing Facility.

2.44 Designated Source Separated Recyclable Materials Processing Facility

“Designated Source Separated Recyclable Materials Processing Facility” means Willits Solid Waste Transfer Station and Recycling Center located at 350 Franklin Avenue, Willits, CA, a Source Separated Recyclable Materials Processing Facility which is owned and operated by Solid Waste of Willits, Inc., for all Recyclable Materials collected within the Fort Bragg Collection Area, as defined in Section 3.5 of this Agreement. Recyclable Materials collected within the Fort Bragg Collection Area shall be directed to the Willits Solid Waste Transfer Station and Recycling Center through December 3, 2024, which is the current expiration date of the Agreement between the City and Solid Waste of Willits, Inc., or as otherwise extended by amendment or new agreement. Upon expiration or termination of the Agreement between the City and Solid Waste of Willits, Inc., Contractor shall submit to County for approval a written request to use a Contractor-selected Approved Source Separated Recyclable Materials Processing Facility.

2.45 Discarded Materials

“Discarded Materials” are a form of Solid Waste and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As

used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, Gray Container Waste, and C&D once the materials have been placed in Containers for Collection.

2.46 Disposal

“Disposal” or “Dispose” means the final disposition of any Solid Waste Collected by the Contractor at a permitted Landfill or other permitted Solid Waste Facility.

2.47 Diversion

“Diversion (or any variation thereof including “Divert”)” means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

2.48 Edible Food

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

2.49 Effective Date

“Effective Date” means the date on which this Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

2.50 Environmental Laws

“Environmental Laws” means all Federal and State statutes and County and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

2.51 Excluded Waste

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

2.52 Facility(ies)

“Facility(ies)” means any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, composting, and Processing facilities or operations.

2.53 Food Recovery

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

2.54 Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A food bank as defined in Section 113783 of the Health and Safety Code;
- A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

2.55 Food Recovery Service

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

2.56 Food Scraps

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.

2.57 Food-Soiled Paper

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

2.58 Food Waste

“Food Waste” means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

2.59 Franchise Area

“Franchise Area” means the incorporated City limits of Fort Bragg as designated on the map entitled “Fort Bragg Solid Waste Refuse Collection Area” (included as Exhibit F) including all amendments and changes thereto.

2.60 Franchise Fee

“Franchise Fee” means the fee or assessment imposed by the City on Contractor solely because of its status as Party to this Agreement, and which, inter alia, is intended to compensate City for its expenses in administering this Agreement and other Solid Waste-related activities.

2.61 Generator

“Generator” means any Person as defined by the Public Resources Code, whose act or process produces Solid Waste, Organic Waste, or Recyclable Materials as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

2.62 Gray Container

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste.

2.63 Gray Container Waste

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-Container Organic Waste Collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Agreement, Gray Container Waste includes carpet and textiles.

2.64 Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of SSGCOW.

2.65 Green Waste

“Green Waste” means those discarded materials that will decompose and/or putrefy, including but not limited to green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of yard waste. Green Waste to be placed in a Container for Collection shall not exceed six inches in diameter and four feet in length. Tree stumps and logs are not to be considered “Green Waste” unless they are reduced to a chipped form; they shall be considered Bulky Waste. Biodegradable plant material, which is mixed with other kinds of Solid Waste, shall not be considered “Green Waste.” Green Waste is a subset of SSGCOW.

2.66 Gross Revenues

“Gross Revenues” means any and all revenue actually collected by Contractor for the services provided collecting and transporting Solid Wastes, Organic Waste, and Recyclable Materials generated in the Franchise Area pursuant to this Agreement and all revenue actually collected by Contractor for the sale of Organic Waste and Recyclable Materials generated in the Franchise Area pursuant to this Agreement.

2.67 Hauler Route

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection service area.

2.68 Hazardous Substance

“Hazardous Substance” shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic waste,” “pollutant,” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b)

any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.69 Hazardous Waste

"Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means wood that falls within the definition of "treated wood" or "treated wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section 18982(a)(30.5).

2.70 Holidays

"Holidays" are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day.

2.71 Incompatible Materials

"Incompatible Materials" or "Incompatibles" mean(s) human-made inert material, including, but not limited to, glass, metal, plastic, and also includes organic waste for which the receiving end-user, facility, operation, property, or activity is not designed, permitted, or authorized to perform Organic Waste recovery activities as defined by 14 CCR Section 17402(a)(7.5).

2.72 Industrial Solid Waste

"Industrial Solid Waste" means Solid Waste in an amount exceeding an average of five hundred pounds (500 lbs.) per operating day produced by any Person principally engaged in the business of Processing or manufacturing agricultural, animal, or other products or materials whose principal outlet for such products is wholesale rather than retail, and by any Person engaged in the business of building construction and demolition. Industrial Solid Waste excludes Non-Discarded Recyclable Materials.

2.73 Landfill

"Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

2.74 Large Event

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an

average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

2.75 Large Venue

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

2.76 Liquidated Damages

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 11.9 and Exhibit G.

2.77 Medical Waste

“Medical Waste” means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by the Public Resources Code, as currently enacted or subsequently amended.

2.78 Multi-Family or Multi-Family Dwelling Unit

“Multi-Family” means of, from, or pertaining to residential Premises with two (2) or more dwelling units. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. References to “Multi-Family Dwelling Unit” refer to an individual residential unit of the Multi-Family Premises.

2.79 Non-Compostable Paper

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not break down in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

2.80 Non-Discarded Recyclable Materials

“Non-Discarded Recyclable Materials” means any Recyclable Materials as defined herein, that the Generator retains, sells, or donates.

2.81 Non-Organic Recyclables

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

2.82 Occupant

“Occupant” means the Person in possession or control of the Premises, including but not limited to Persons such as tenant, lessee, licensee, manager, custodian, or caretaker.

2.83 Organic Waste

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

2.84 Paper Products

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

2.85 Parent Company

“Parent Company” means a company that has a controlling interest in another company, enabling the Parent Company to control management and operations of the Affiliate or Subsidiary company.

2.86 Party or Parties

“Party” or “Parties” refers to the City and Contractor, individually or together.

2.87 Person

“Person” has the same meaning as in Public Resources Code Section 40170, which states, as of the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

2.88 Premises

“Premises” means a parcel of real property to the center of any alley adjacent thereto, located in the Franchise Area, upon which is situated any dwelling house or other place of human habitation, including each unit of a multiple dwelling building, or of a mobile home park; or upon which is conducted any business, occupation, or activity which results in the production or accumulation of Solid Waste.

2.89 Process, Processed, or Processing

“Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

2.90 Prohibited Container Contaminants

“Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the City’s Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in City’s Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

2.91 Property Owner

“Property Owner” means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

2.92 Public Resources Code (PRC)

“Public Resources Code” or “PRC” means the California Public Resources Code.

2.93 Putrescible Waste

“Putrescible Waste” means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

2.94 Rate

“Rate” means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing specified services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Exhibits A, B and C. The Rates approved by City are

the maximum Rate that Contractor may charge a Customer for a particular Service Level and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

2.95 Rate Period

“Rate Period” means a twelve (12) month period, commencing January 1 and concluding December 31 for which rates are calculated, with the exception that Rate Period One shall commence July 1, 2022 and conclude December 31, 2022.

2.96 Recyclable Material(s)

“Recyclable Material(s)” includes materials which are reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the Public Resources Code. No materials shall be considered Recyclable Materials unless such material is separated from Solid Waste and Organic Waste. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; paper milk cartons; glass containers of any color (including brown, clear, green and blue bottles and jars); aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); small pieces of scrap metal weighing less than 10 pounds and fitting into the Blue Container; steel, tin or bi-metal cans; plastic containers (no. 1 to 7); and aseptic beverages boxes.

2.97 Recycle/Recycling

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

2.98 Remnant Organic Material

“Remnant Organic Material” means the Organic Waste that is Collected in a Gray Container that is part of the Gray Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

2.99 Residual (or Residue)

“Residual” or “Residue” means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is

calculated in percent as the weight of Residual divided by the total incoming weight of materials.

2.100 Responsible Party

“Responsible Party” means: 1) Any individual or any corporation, partnership, or business association or an officer, director, or management employee of a corporation, partnership, or business association that has the authority to make discretionary decisions with respect to the operations of financial management of the Contractor; or, 2) Any corporation, sole-proprietorship, partnership, or business association, or officer, director, or management employee of such entity, that holds at least five percent (5%) equity or debt interest in the Contractor. If any holder of such debt or equity is not a natural person, the term “responsible party” includes only the debtor, equity holding Person and officers, directors, and management employees of the debt or equity holder who are empowered to make discretionary decisions with respect to the operation of financial management of the Contractor.

2.101 Reusable Items

“Reusable Items” means items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.

2.102 Reuse

“Reuse” or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

2.103 Roll-Off Box

“Roll-Off Box” has the same meaning as “Debris Box.”

2.104 Salvageable Material (or Salvaged Material)

“Salvageable Material” or “Salvaged Material” means an object or material that results from salvaging, where salvaging means the controlled separation of Solid Waste material which does not require further processing for Reuse or Recycling prior to Transfer activities, or as otherwise defined in 14 CCR Section 17402(a)(24).

2.105 SB 1383

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction

targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

2.106 SB 1383 Regulations

“SB 138 Regulations” or “SB 1383 Regulatory” refers to the Short-Lived Climate Pollutants (SLCP) Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

2.107 Self-Hauler (or Self-Haul)

“Self-Hauler” or “Self-Haul” means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

2.108 Service Level

“Service Level” refers to the number and size of a Customer’s Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

2.109 Single-Family or Single-Family Dwelling (SFD)

“Single-Family” or “Single-Family Dwelling” or “SFD” means any residential Premises with less than two (2) units.

2.110 Solid Waste

“Solid Waste” has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- Hazardous waste, as defined in PRC Section 40141.
- Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as

defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

2.111 Solid Waste Ordinance

“Solid Waste Ordinance” means Chapter 6.08 of the Fort Bragg Municipal Code, as currently adopted by the City of Fort Bragg City Council and future amendments to Chapter 6.08 as adopted by the City Council.

2.112 Source Separated

“Source Separated” means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

2.113 Source Separated Blue Container Organic Waste (SSBCOW)

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(26.7).

2.114 Source Separated Green Container Organic Waste (SSGCOW)

“Source Separated Green Container Organic Waste” or “SSGCOW” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles.

2.115 Source Separated Recyclable Materials

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

2.116 State

“State” means the State of California.

2.117 Subcontractor

“Subcontractor” means any Person, firm, or entity hired by Contractor to carry out any of Contractor’s duties under this Agreement.

2.118 Subsidiary

“Subsidiary” means an Affiliate with 50 percent (50%) or more of its ownership controlled by Contractor.

2.119 Term

“Term” means the duration of this Agreement, including extension periods if granted, as provided for in Section 3.1.

2.120 Tier One Commercial Edible Food Generators

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- Supermarket.
- Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- Food Service Provider.
- Food Distributor.
- Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

2.121 Tier Two Commercial Edible Food Generators

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- Hotel with an on-site food facility and 200 or more rooms.
- Health facility with an on-site food facility and 100 or more beds.
- Large Venue.
- Large Event.

- A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

2.122 Ton

“Ton” or “Tonnage” or “Tons” means a unit of weight equal to 2,000 pounds (907.18474 kg).

2.123 Transfer

“Transfer” means the act of transferring Discarded Materials Collected by Contractor from Contractor’s Collection vehicles into larger vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).

2.124 Transportation or Transport

“Transportation” or “Transport” means the act of conveying Collected materials from one location to another.

2.125 Work Days

“Work Days” or “Working Days” means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

ARTICLE 3: TERMS OF AGREEMENT

3.1 TERM OF AGREEMENT

3.1.1 Effective Date and Commencement Date

The Effective Date of this Agreement shall be the date the latter of the two Parties signs this Agreement.

The Commencement Date shall be July 1, 2022 and shall be the date on which Contractor initiates provision of Collection, Transportation, and Processing services required by this Agreement.

Between the Effective Date and the Commencement Date, Contractor shall perform all activities necessary to prepare itself to start Collection, Transportation, and Processing services required by this Agreement on the Commencement Date.

3.1.2 Term

The Term of this Agreement shall continue in full force from 12:01 a.m. on July 1, 2022 (Commencement Date), to midnight June 30, 2032 unless this Agreement is extended by the Parties pursuant to Section 3.1.3 or terminated in accordance with Article 11.

3.1.3 Option to Extend Term

The City acknowledges that the County Franchise Agreement grants to Contractor an identical Term of Agreement. The City agrees that, in the event that either or both the County and the City desires to exercise their option to extend the Term of this Agreement, the County and the City shall be required to meet and agree to an identical Term of extension. City shall, at the City's sole discretion, have the option to extend the Term of this Agreement for up to two (2) additional five (5) year periods, provided that the County also exercises their option to extend the County Franchise Agreement for an identical term. The option to extend may be exercised with regard to either the first five (5) year term or both five (5) year terms simultaneously. If the City extends this Agreement, with agreement from the County, it shall give written notice to Contractor no less than 365 days prior to the expiration date of this Agreement. The City's written notice shall specify the number of years by which it elects to extend the Term of this Agreement and the revised expiration date of this Agreement.

3.1.4 City's Rights upon Expiration or Revocation

At the expiration or revocation of this Agreement, the City may proceed with a competitive bidding or request for proposal process or exercise any other option available under Applicable Law. In case of expiration, the City may proceed with a competitive bidding or request for proposal process prior to the expiration date so as to avoid a lapse in service.

3.2 LIMITATIONS TO SCOPE

The materials listed below in this Section may be Collected and Transported by other Persons. Such Persons shall do so in accordance with the City Code.

3.2.1 Industrial Recyclable Materials

Recyclable Materials from a Generator of Industrial Solid Waste that are not disposed of and are recycled including, but not limited to, wood chips from the forest products industry used as boiler fuel, and agricultural waste used to produce compost. If Solid Waste residue in Recyclable Materials exceeds five percent (5%) by volume it shall be considered Solid Waste and not Industrial Recyclable Material and shall be collected by the Contractor.

3.2.2 Non-Discarded Recyclable Materials

Provided the transporter is paid no direct or in-kind fee for the service and compensates the Generator for the Recyclable Materials.

3.2.3 Materials Hauled by Owner, Occupant, or a Cooperative of Persons or its Contractor

Solid Waste, Organic Waste, and/or Recyclable Materials that are removed from any Premises by the Owner, Occupant, or a Cooperative of persons and are transported, without compensation, to a Disposal Site or Processing Site by (i) the Owner, Occupant, or cooperative of persons of such Premises, (ii) by full-time employee(s) of Owner, Occupant, or cooperative of persons that uses the Owner's, Occupant's or cooperative of persons' equipment to Transport materials; or (iii) by a contractor whose removal of the Solid Waste and/or Recyclable Materials, and/or Demolition and Construction Debris incidental to the service being performed and such contractor removes materials as no additional or separate fee using contractor's own equipment and labor.

3.2.4 Containers Recycled

Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, California Public Resources Code et. seq. as may be amended from time to time.

3.2.5 Animal, Grease Waste, and Used Cooking Oil

Animal waste and remains from slaughterhouse or butcher shops, grease waste, or used cooking oil.

3.2.6 Sewage Treatment By-Product

By-products of sewage treatment including sludge, sludge ash, grit, and screenings.

3.2.7 Hazardous Wastes

Household Hazardous Waste, Hazardous Waste, and Designated Waste regardless of its source.

3.2.8 State and Federal Wastes

Materials generated by state and federal agencies, special districts, school districts, State parks, State correction facilities, and Indian reservations.

3.2.9 Edible Food

Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

3.2.10 On-Site or Community Composting

Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting site.

3.2.11 Other Materials

Lead-acid batteries, waste oil, tires, and scrap metal not covered as Discarded Recyclable Materials.

3.3 SUBCONTRACTING

Contractor shall not engage any Sub-contractors for Collection, Transportation, Processing, or Disposal of Solid Waste, Organic Waste, or Recyclable Materials services without prior written consent of the City.

3.4 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that it will comply with all applicable laws in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, specifically including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S .C. Section 6901, et seq., the California Public Resources Code Section 40000 et. seq., and all other applicable laws of the State of California, the County of Mendocino, ordinances of the City, the Mendocino Solid Waste Management Authority (MSWMA) County-wide Source Reduction and Recycling Element, the MSWMA County-wide Household Hazardous Waste Element, the requirements of Local Enforcement Agencies and other agencies with jurisdiction relating to the services provided by Contractor under this agreement. In the event of conflict between regulations or statutes, Contractor shall comply with the regulation or statute containing the most stringent applicable standards. Contractor shall comply with all final and binding judgments entered against Contractor regarding its services performed under this agreement.

3.5 FRANCHISE AREA DEFINED

This Agreement allows the Contractor to Collect, Transport, and Process Solid Waste, Organic Waste, and Recyclable Materials generated within the Franchise Area, which is the incorporated area of the City of Fort Bragg, including territory which may in the future be annexed to the city, subject to implementation delays which may be imposed by law. and shown on certain map entitled “Fort Bragg Collection Area” and included as Exhibit F – Franchise Area Limits.

No Persons shall be granted a right to collect refuse in Contractor’s Franchise Area unless approved by the City Council due to an emergency, a lack of service by the Contractor, or as allowed according to this Agreement herein.

3.6 CITY’S RIGHT TO REQUEST CHANGES

City reserves the right to request that Contractor perform additional services or modify the manner in which it performs existing services. Upon such a request by the City, the Parties shall meet and confer in good faith to discuss the requested additions and/or modifications, any rate adjustments necessary for Contractor to provide such additional or modified services and any other matters reasonably necessary for the Parties to determine in connection with the City's request. Upon the City and Contractor reaching an agreement on the scope of any requested additional or modified services and the applicable rate adjustments associated therewith, all of which shall be memorialized in a written amendment to this Agreement, City shall adjust rates to reflect the increase, if any, that such changes requested by City increases Contractor's costs for providing services within the Service Area. Except as otherwise described in Section 3.7 below, under no circumstances shall Contractor have any obligation to provide any additional or modified services unless and until an adjustment in Contractor's revenue requirement has been agreed upon and approved by all applicable parties. Changes in Contractor compensation shall be addressed in accordance with Article 9 of this Agreement.

3.7 CITY'S RIGHT TO DIRECT SERVICES IN THE EVENT OF AN EMERGENCY

In the event of emergencies such as riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, and volcanic eruptions, epidemics and pandemics, strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of City, City reserves the right to direct Contractor to perform additional services or modify the manner in which it performs existing services. If Contractor is reasonably capable of performing or developing the ability to perform the requested emergency services, Contractor shall promptly take direction from City in responding. In addition to the rates set forth in Exhibits A, B, and C, City shall also pay Contractor at agreed-upon Emergency Services Rates as specified in Exhibit C. If an applicable agreed-upon rate for the service does not exist, Contractor shall commence the service while the appropriate rate is being determined.

ARTICLE 4: COLLECTION SERVICES

4.1 GENERAL

The nature of the Solid Waste, Organic Waste, and Recyclable Material services Contractor shall offer and provide to Customers residing or doing business in the Fort Bragg Solid Waste Franchise Area as determined by the Fort Bragg City Council.

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of this Agreement. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided reliable, courteous, and high-

quality Collection services and other services described in this Agreement at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in this Agreement or not.

Contractor shall not knowingly Collect Blue, Green, or Gray Containers that include Prohibited Container Contaminants.

4.2 OWNERSHIP OF DISCARDED MATERIALS

By operation of this Agreement, ownership, and the right of possession of all Discarded Materials shall be transferred to Contractor from the Person discarding the materials (Customer and/or Generator) once such materials are placed in Contractor-provided Containers and properly placed for Collection.

If Prohibited Container Contaminants are found in Containers set out for Collection, the materials shall be considered not properly placed for Collection, and Contractor shall have the right to reject Collection of the contaminated Containers pursuant to Section 5.2, and the ownership of materials shall remain with the Person discarding the materials (Customer and/or Generator). In the event said Generator or producer of the Solid Waste is unknown, the Solid Waste shall become the property of the Owner of the parcel upon which said Solid Waste has been deposited. Notwithstanding anything herein to the contrary, under no circumstances shall title to and liability for any Prohibited Container Contaminants pass to Contractor, even if Contractor inadvertently collects or disposes of such Prohibited Container Contaminants.

Upon being legally deposited in a Disposal site approved by the City or transferred to an Approved Facility not owned by the Contractor, all Solid Waste, Organic Waste, and Recyclable Materials shall forthwith become the property of the permitted operator of the facility.

Except as required in the City's sole discretion for law enforcement purposes, at no time shall the City obtain any right of ownership or possession of Discarded Materials placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights.

4.3 THREE-CONTAINER SYSTEM

4.3.1 General

No later than January 1, 2023, Contractor shall provide a three-Container Collection program for the separate collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Section, using Containers that comply with the requirements of Section 6.9.

4.3.2 Source Separated Recyclable Materials Collection (Blue Container)

Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials Collection Service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Source Separated Recyclables Materials to the Designated Recycling Facility, as specified in Section 5.1.

Source Separated Recyclable Materials that are to be accepted for Collection shall include, but not be limited to the following: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper eggs cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes, chipboard); corrugated cardboard; paper milk cartons; glass containers of any color (including brown, clear, green, and blue glass bottles and jars); aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); small pieces of scrap metal weighing 10 pounds and fitting into the Blue Container; steel, tin or bi-metal cans; plastic containers (no. 1 to7); and aseptic boxes. Prohibited Container Contaminants shall not be Collected in the Blue Containers. The Containers shall comply with the requirements of Section 6.9.

4.3.3 SSGCOW Collection (Green Container)

Contractor shall provide Green Containers to Customers for Collection of Green Waste and shall provide Green Waste Collection Service as described in Exhibits A, B, and C of this Agreement. Contractor shall transport the Green Waste to the Designated Facility as specified in Section 5.1.

Green Waste that is to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, and dead trees. The Parties agree that accepted types of Green Waste may be added or removed from the list from time to time by mutual consent or at the sole discretion of the City. Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 6.9.

Contractor shall implement a Food Waste Collection program that allows Generators to intentionally commingle Food Waste and Green Waste in the Green Containers. Contractor shall provide SSGCOW Collection service as described in Exhibits A, B, and C of this Agreement and Transport the SSGCOW to the Designated Facility as specified in Section 5.1.

4.3.4 Gray Container Waste (Gray Container)

Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Gray Container Waste to the Approved Facility as specified in Section 5.1. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall

not be collected in the Gray Containers. The Containers shall comply with the requirements of Section 6.9.

4.4 PUBLIC LITTER AND RECYCLING CONTAINER SERVICES

Contractor shall provide service to an agreed-upon number of public litter and recycling containers in the City of Fort Bragg. Collection service shall be three-per-week (M-W-F).

Contractor will provide service to a total of 45 agreed-to locations in Fort Bragg. The existing receptacle locations will continue to be serviced. All new locations in Fort Bragg will be mutually agreed upon by the Parties. The recycling receptacles will receive mixed glass, aluminum, and plastic beverage containers. The Contractor will be responsible for servicing and cleaning up spilled refuse or recyclable materials due to overflow or upset. The Contractor shall perform an annual cleaning of these public litter and recycling containers. The City will be responsible for procurement and installation of receptacle housings and the Contractor will provide disposable liner replacements as needed and if applicable. The Contractor will exercise diligence and fully cooperate with the City in the implementation of this program. The City reserves the right to demand a greater amount of servicing as needed to address community concerns. The City and Contractor will negotiate the additional fee for the additional container servicing.

4.5 DEBRIS BOX COLLECTION

Contractor shall provide Debris Box collection services at Customer's request for the collection of C&D and other Bulky Waste on an as-needed basis. Debris Box Solid Waste shall be transported to the Approved or Designated Disposal Facility or Approved C&D Processing Facility that provides the lowest total cost to the Customer. Customers shall pay the Roll-off Pull Rates as specified in Exhibit B in addition to the actual disposal charge based on the weight of the Debris Box Solid Waste.

The collection frequency of Debris Boxes will be for a period of up to fourteen (14) calendar days. Contractor has the right to collect the Debris Box after fourteen (14) days, and if the Debris Box is not ready for collection upon arrival, Contractor may charge the approved Trip Charge, and inactivity fee as set forth in Exhibit B. If, prior to the pickup, the Customer requests an extension to the collection period of the initial fourteen (14) days, the Contractor may charge the inactivity fee set forth in Exhibit B.

4.6 BULKY ITEMS AND REUSABLE MATERIALS COLLECTION

Contractor shall provide on-call Bulky Item Collection services to Single-Family and Multi-Family Customers each year as described in Exhibits A and B. Pursuant to Exhibits A and B, Contractor shall Transport all Bulky Items and Reusable Materials Collected under this Agreement to the appropriate facility.

ARTICLE 5: OTHER SERVICES

5.1 TRANSFER, PROCESSING, AND DISPOSAL

5.1.1 Designated or Approved Facilities

Contractor shall Transport all Discarded Materials to the Designated or Approved Facility(ies) as defined in Article 2 and as specified in Exhibit D of this Agreement.

5.1.2 Transportation and Facility Costs

Contractor shall pay all costs for the Transport, Transfer, Processing, and/or Disposal of Discarded Materials Collected in accordance with this Agreement. Contractor's compensation for such services is included in the Rates charged to Customers.

5.1.3 Transportation to Non-Approved Facilities Prohibited

If Contractor Transports Discarded Materials to a Facility other than the Designated or Approved Facility(ies) or an Alternative Facility without prior City approval, Contractor's failure to comply may result in assessment of Liquidated Damages pursuant to Section 11.9 and Exhibit G.

5.2 CONTAMINATION MONITORING

5.2.1 General

In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.

5.2.2 Contamination Monitoring Procedures

A. General. This Section presents inspection methods for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring required by Sections 5.2.2 and 5.2.3. Contractor shall have the discretion to elect which inspection method(s) to employ from time to time.

B. Container Inspection Methods.

1. **Option 1: Physical Container Inspections.** When Contractor's Hauler Route personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.2.2.C.

2. **Option 2: Visual Inspections via On-Board Monitoring System.** For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.2.2.C.

The next day on which that Customer is to receive service, the Contractor's Hauler Route personnel shall dismount the Collection vehicle, lift the lid of the Container, and visually inspect the contents of the Container. If the Contractor's Hauler Route personnel determines that the Container again contains Prohibited Container Contaminants, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.2.2.C.

C. Actions Upon Identification of Prohibited Container Contaminants.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container); and maintain photographic evidence, if captured. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation of the on-board computer system did not automatically update the Customer's account record.

2. **Identification of Excluded Waste.** If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall issue a non-Collection notice for this Container in accordance with Section 5.2.2.C.5 and shall not Collect the Discarded Materials that contain Excluded Waste. Contractor's personnel shall record that observation in accordance with Section 5.2.2.C.1 and immediately inform their route supervisor. Contractor shall follow protocols specified in Sections 5.2.2.C.5 and 5.2.2.C.6. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.

3. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall:

(i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following three (3) instances Contractor may assess contamination Processing fees or issue a non-Collection notice; and, (v) may include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, email, text message, or other electronic message.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Facility for Processing; or,

Contractor may Collect the contaminated materials with Gray Container Waste and Transport the contaminated materials to the appropriate Facility for Disposal/ Processing.

4. **Notice of Assessment of Contamination Processing Fees.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container on more than one (1) occasion and issued courtesy pick-up notices on that occasion, the Contractor may impose a contamination Processing fee in accordance with the rate schedule in effect at the time. Contractor shall notify the City in its monthly report of Customers for which contamination Processing fees were assessed. Contractor shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, email, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Facility for Processing.

5. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the fee to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed if Prohibited Container Contaminants are observed on more than one (1) occasion. The non-Collection notice may include photographic evidence of the violation(s).

The Contractor's notice of non-Collection may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the violation occurs, or subject to City's approval, may be delivered by mail, email, text message, or other electronic message.

Contractor shall submit a sample of its non-Collection notice to the City for approval prior to implementing use of it with Customers.

6. **Communications with Customer.** Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within eight (8) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

7. **Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers that received non-Collection notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

5.2.3 Contamination Monitoring – Hauler Route Review Option Methodology and Frequency

If using this approach, the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the City; and, is conducted in a manner that results in all Hauler Routes being reviewed annually.

The Contractor shall conduct Hauler Route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of 10 percent (10%) of Containers on each and every Hauler Route are inspected annually. The Containers shall be randomly selected.

Contractor shall develop a Hauler Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Hauler Route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Hauler Route's annual review. City and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional Hauler Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City, the Contractor shall, at the expense of the City, revise the methodology and implement the necessary changes using the revised procedure.

The City may request, and Contractor shall accept, modifications to the schedule to permit observation of the Hauler Route reviews by the City. In addition, Contractor shall provide an email notice to the City no less than ten (10) Working Days prior to each scheduled Hauler Route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

A. Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Sections 5.2.1.C.

B. Monthly Reporting Requirements.

Contractor shall maintain records and report to the City monthly on contamination monitoring activities and actions taken, in accordance with Exhibit H.

5.2.4 Contamination Monitoring – Waste Evaluation Option

A. General.

If using this approach Contractor shall, at its sole expense, conduct waste evaluations that comply with the requirements of this Section and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall, no later than January 15 of each calendar year, provide the City with a proposed waste evaluation methodology and a schedule of waste evaluations for the calendar year for review and approval by City. The City may request, and Contractor shall accept modifications to the schedule to permit observation by the City. In addition, Contractor shall provide an email notice to the City no less than ten (10) Working Days prior to each scheduled waste evaluation that includes the specific time(s), which shall be within the City's normal business hours, and location(s) for the waste evaluation.

B. Sampling Method, Study Protocols.

The Contractor shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

1. The Contractor shall conduct waste evaluations at least twice per year and the studies shall occur in two distinct seasons of the year.
2. The Contractor's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste.
3. The waste evaluations shall include samples from each Container type served by the Contractor and shall include samples taken from different areas in the City that are representative of the City's waste stream.
4. The waste evaluations shall include at least the following minimum number of samples from all the Hauler Routes included in the studies:
 - a. For Hauler Routes with less than 1,500 Generators, the study shall include a minimum of 25 samples;
 - b. For Hauler Routes with 1,500-3,999 Generators, the study shall include a minimum of 30 samples;

c. For Hauler Routes with 4,000-6,999 Generators, the study shall include a minimum of 35 samples; and,

d. For Hauler Routes with 7,000 or more Generators, the study shall include a minimum of 40 samples.

5. The Contractor shall Transport all of the material Collected for sampling to a sorting area at an Approved or Designated Facility, where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:

a. The Contractor shall take one sample of at least 200 pounds from the material Collected from each material stream for sampling. For example, Contractor shall take a 200-pound sample taken from the combined contents of the SSGCOW Container samples.

b. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

c. For each 200-pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

d. The Contractor shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

e. All weights shall be recorded in pounds.

C. Contamination Response.

If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall:

1. Notify the City within fifteen (15) Working Days of the waste evaluation.

2. Option 1: Within fifteen (15) Working Days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City.

OR

Option 2: Within fifteen (15) Working Days of the waste evaluation, perform a targeted Hauler Route review of Containers on the Hauler Route sampled for waste evaluations to determine the sources of contamination and notify those Generators of their obligation to properly separate materials. The Contractor may provide this information to these Generators by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the applicable Generators. The format of the warning notice shall be approved by the City.

D. Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.2.1.C, which include protocols for non-Collection and Disposal of contaminated materials.

E. Monthly Reporting Requirements

In accordance with Exhibit H, Contractor shall maintain records and report to the City on a monthly basis on contamination monitoring activities and actions taken.

5.3 EDUCATION AND OUTREACH

8.1.1 General

In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.

8.1.2 Program Objectives

Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, which shall include all content required by this Section 5.3, should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's

reliance on Contractor-provided Gray Container Waste service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts.

8.1.3 Contractor Cooperation

Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the City on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor shall obtain approval from the City on all Contractor-provided public education materials including, but not limited to print, radio, television, or internet media before publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. The City reserves the right to direct the Contractor to modify the education and outreach program at any time.

8.1.4 Annual Education Plan

Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities for the upcoming calendar year and shall be submitted with the Contractor's annual report in accordance with Exhibit H. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 5.3.5) will be spent. The City shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City to present and discuss the plan. City shall be allowed up to thirty (30) days after receipt to review and request modifications. The City may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit G. Each Business Day that the plan is late shall count as a single event/activity.

8.1.5 Annual Budget

In addition to staffing expenses, Contractor shall spend, for the public education and outreach services described in this Section 5.3, no less than ten thousand (\$10,000) in Rate Period One. The Rate Period One budget shall be adjusted annually thereafter by the same percentage used to adjust Rates pursuant to Article 9. Annually, Contractor shall provide to the City, for review and approval, a detailed description of how such

budget will be spent as part of the annual public education plan to be developed in accordance with Section 5.3.4. Contractor shall be prohibited from expending such funds without the prior written approval of the City. Any expenditures not approved by the City in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

8.1.6 Education Requirements during Program Implementation/Roll-Out

Beginning on the Effective Date of this Agreement and through Rate Period One, Contractor shall conduct an education campaign focused on informing Customers of the Collection program changes. At a minimum, Contractor shall perform the activities listed below and shall perform these services in a manner that complies with requirements of this Section 5.3 and 14 CCR, Division 7, Chapter 12, Article 4.

- Prepare and distribute an initial mailer to all Customers explaining the change from the existing hauler to the new Contractor (if applicable), changes from the existing Collection programs to new programs, Hauler Route changes, dates of program implementation, Recycling and Landfill Disposal reduction programs available, special services available, holiday Collection schedules, proper handling and disposal of Household Hazardous Waste, Contractor's contact information, and any additional education and outreach information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial mailer shall be printed and mailed, or hand delivered to Customers and shall also be made available in an electronic format through the Contractor's website. Contractor may provide a Customer with an electronic version of the initial mailer, rather than a printed version, if specifically requested by the Customer.

- Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste for Collection and describe the acceptable materials that can be included in the Blue and Green Containers, as well as non-allowable materials. The flyer should emphasize any new types of Source Separated Recyclable Materials to be included in Blue Containers and the new Food Waste Collection program. Prepare separate flyers for Single-Family, Multi-Family, and Commercial Customers addressing their unique service conditions. The flyers shall be printed and distributed to each Customer, as well as made available in an electronic format through the Contractor's website. The Contractor shall provide a sufficient number of flyers to each Multi-Family property manager for their distribution to each tenant unit. Contractor may provide a Customer with an electronic version of the flyer rather than a printed version, if specifically requested by the Customer.

- Prepare printed signage and posters describing Collection programs and distribute to Multi-Family property managers and Commercial Customers for on-site use.

- Prepare an instructional packet identifying key transition dates and verifying the Customer's specific current Service Level, which shall be printed and distributed to each Customer and made available in an electronic format on the Contractor's website. Contractor may provide an electronic version of the instructional packet rather than a printed version, if requested by the Customer.

- Prepare and distribute public service announcements (PSA) for local newspapers.
- Meet with up to four (4) business associations (such as the Chamber of Commerce, Rotary Club, and other similar organizations) in separate venues to: educate Commercial Businesses on the Collection programs, State requirements (including SB 1383 and SB 1383 Regulatory requirements) for the Jurisdiction and Generators; answer questions; and, provide service and Rate information.
- All education material designed and/or distributed by the Contractor shall be submitted to the City for approval prior to distribution or posting on the Contractor's website.

8.1.7 Annual and/or Ongoing Education Requirements

- **Specific Annual Educational Activities**
 - Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all residential and commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.
 - Billing Inserts Upon City Request. Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the City as inserts in Contractor's Customer invoices at no additional charge to the City. Upon City request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the City as attachments to Customer invoices at no additional charge to the City. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.
 - Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored.
 - Minimum Website Requirements. Contractor shall develop and maintain a website (with a unique URL specific to the City) that is specifically dedicated to the City to provide Generators with detailed service information. The website or webpage shall be accessible by the public and shall include all education and outreach

materials being provided, without requirement for login. Contractor shall update the website regularly so that information provided is current.

- Instructional Service Guide. Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays and a Customer service phone number. On or before January 1, 2023, the service guide shall be printed and delivered with each set of Containers distributed to a Generator and shall be delivered annually to all Generators. Contractor shall prepare different service guides for Single-Family, Multi-Family, Commercial Generators, and Commercial Edible Food Generators. Contractor shall, at its sole expense, revise, re-print, and redistribute service guides once every two (2) years or at least sixty (60) days prior to a change in the accepted or prohibited materials for any program. Contractor shall make the service guide available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the instructional service guide rather than a printed version, if requested by the Customer.

- Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every two (2) years. At least annually, commencing no later than January 1, 2023, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of one page which may include the front and back of a single printed sheet), and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; City, County and State requirements to properly separate Discarded Materials (such as requirements of the City Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the City, County or by State regulations (including SB 1383 Regulatory requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

- Provision of Educational Materials to Non-Compliant Entities. Contractor shall provide educational materials to non-compliant entities under this Agreement, as further described in Section 5.8.2.

- Education Materials for Property and Business Owners and Tenants. Contractor shall annually provide Property Owners and Commercial Business owners with public education materials for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education

materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials and shall reflect content requirements described in Section 5.3.8 below. Contractor shall provide the following materials for this purpose: insert materials (such as, but not limited to, welcome packets, flyers, and signs). A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

- Education Requirements for Commercial Edible Food Generators

- On or before January 1, 2023, the Contractor shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City, maintain the list on the Contractor's City-specific website, share the list with the City if the City wants to post the list on additional City websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

- Name and physical address;
- Contact information;
- Collection service area; and,
- An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

- At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

- The Contractor may provide the information required by subsection b above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

8.1.8 Minimum Content Requirements

Prior to January 1, 2023; and annually thereafter, the Contractor shall include the following education and outreach content to Customers by incorporation of this content into the public education materials described in Section 5.3.7.

- Collection system description: Information on the Generator's requirements to properly separate Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste and place such materials in appropriate Containers pursuant to this Agreement, SB 1383 Regulations, and all other Applicable Law.

- Information on methods for the prevention of Source Separated Recyclable Materials and SSGCOW generation; managing SSGCOW on Generator's Premises through composting or other Landfill Disposal reduction activities allowed under 14 CCR Sections 18983.1 and 18983.2; sending SSGCOW to Community Composting operations; and any other local requirements regarding Discarded Materials.

- Information regarding the methane reduction benefits of reducing the Disposal of SSGCOW, and the method(s) that the Contractor uses to recover SSGCOW.

- Information regarding how to recover Source Separated Recyclable Materials, SSBCOW, and SSGCOW, and a list of haulers approved by the City.

- Information related to the public health and safety and environmental impacts associated with the Disposal of SSGCOW and SSBCOW.

- Information regarding programs for donation of Edible Food;

- For Commercial Customers, information about the City's Edible Food Recovery Collection program; Tier One Commercial Edible Food Generators and Tier Two Edible Food Generators requirements specified in 14 CCR, Division 7, Chapter 12, Article 10; Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

- Information regarding Self-Hauling requirements.

- Any other federal, State, or local requirements to properly separate Discarded Materials or other necessary actions by Generators, including applicable requirements of the City Code, AB 341, AB 1826, and SB 1383 and corresponding regulations.

8.1.9 Material Distribution Methods

Contractor shall use the following methods to provide education information to Customers.

•**Printed materials.** Contractor shall provide printed education materials. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Contractor will use one hundred percent (100%) post-consumer paper and procure printed materials from local businesses.

•**Electronic materials and website content.** Contractor shall provide electronic and website content for education and outreach materials, which may include, but are not limited to digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials.

8.1.10 Non-English Language Requirements

The Contractor shall make all public education and outreach materials required by this Section available in English and Spanish.

8.1.11 Record Keeping and Reporting Requirements

Contractor shall comply with the public education and outreach record keeping and reporting requirements of Exhibit H.

8.1.12 Personnel

The Contractor shall designate at a minimum one (1) staff member to serve as Outreach Coordinator. The duties of the Outreach Coordinator(s) shall be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Outreach Coordinator(s) shall educate Customers and Customers' employees on the importance of Recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, County, local, and Jurisdiction mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Outreach Coordinator(s) shall identify potential organizations and partners involved with Food Recovery and resource recovery. The Outreach Coordinator(s) shall be responsible for implementing the education plans and programs specified in this Section.

5.4 FOOD RECOVERY PROGRAM SUPPORT

Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the City.

5.5 BILLING

A. General Billing Requirements

1. **Contractor Responsible.** Contractor shall bill all Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the City on a case-by-case basis.

2. **Frequency.** Contractor shall bill all Single-Family Customers monthly in advance of services provided. Contractor shall bill all Commercial and Multi-Family Customers for scheduled and regularly recurring services on a monthly basis in arrears of services provided. Contractor shall bill Customers for any on-call and/or non-recurring services no more frequently than monthly and shall only bill for services provided during the previous billing period. Contractor shall remit invoices to Customers no earlier than the twentieth (20th) day of each month for which service is being billed.

3. **Bill Format.** Contractor shall bill Customers electronically using paperless invoices; however, Contractor shall bill Customers who decline or are otherwise unable to provide email contact information by standard mail, using standard (paper) invoices. Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall prepare and mail bills and collect payments from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

4. **Bill Inserts.** Contractor shall include bill inserts in accordance with Section 5.3.

5. **Records.** Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City at any reasonable time, but in no case more than ten (10) calendar days after receiving a request to do so.

B. **Rates and Waivers.** Contractor shall bill Customers and collect Customer payments at Rates not to exceed the City-approved maximum Rates. Note that maximum Rates are established for Multi-Family and Commercial Customers that have been granted de minimis, space constraint, Collection frequency, low population, disaster, and/or emergency waivers pursuant to Sections 5.6 and 5.7. Contractor shall ensure that accurate records are maintained for such waivers and Customers are billed properly.

C. **Application of Contamination Surcharges.** In accordance with Section 5.2.2.C.4, the Contractor shall assess contamination Processing fees on Customers with repeated occurrences of excess Prohibited Container Contaminants. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the

Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee.

D. **Delinquent Accounts.** Service may, at Contractor's option, be withheld during any period in which bills for prior service remain delinquent, such bills becoming delinquent forty-five (45) days after the end of each full month for which services have been rendered. Contractor shall notify the Customer in writing fifteen (15) days before stopping service and the notice will include the amount and time covered by all unpaid services by Contractor.

5.6 GENERATOR WAIVER PROGRAM COORDINATION

5.6.1 Types of Generator Waivers

(1) **General.** City may grant waivers described in this Section to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

(2) **De Minimis Waivers.** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and SSGCOW requirements set forth in this Agreement and SB 1383 Regulations if the Multi-Family, Commercial Business, or its Property Owner provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

a) The Multi-Family's or Commercial Business' total Solid Waste Collection service is two (2) cubic yards or more per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than twenty (20) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste; or,

b) The Multi-Family's or Commercial Business' total Solid Waste Collection service is less than two (2) cubic yards per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than ten (10) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste.

(3) **Physical Space Waivers.** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or SSGCOW Collection service requirements set forth in this Agreement and SB 1383 Regulations if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Blue Containers and/or Green Containers.

(4) **Collection Frequency Waivers.** The City may allow the Contractor to provide Collection of Blue Containers, Gray Containers, or both once every fourteen (14)

days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the City.

5.6.2 Contractor Waiver Request on Behalf of Generator

Upon reasonable belief that a Generator may qualify for a de minimis, physical space or Collection frequency waiver, the Contractor may submit a request to the City to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Collection frequency waiver requirements specified in 14 CCR Section 18984.11 is included with the request. City shall review and approve or deny the waiver request. Contractor's request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business or number of Multi-Family units if Customer is a Multi-Family premises, reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results.

5.6.3 Contractor Review of Generator Waiver Requests

Generators may submit requests for de minimis waivers, physical space waivers and Collection frequency waivers to the Contractor. Contractor shall within ten (10) days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the City within thirty (30) days of receipt of the Generator's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Exhibit H.

5.6.4 Contractor Change in Customers' Service Levels

When the City grants a waiver to a Generator, the City shall notify the Contractor within ten (10) days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Contractor shall have thirty (30) days to modify the Customer's Service Level and billing statement, as needed.

5.6.5 Waiver Reverification

It shall be the responsibility of the Contractor to verify that the Generators with de minimis or physical space constraint waivers continue to meet the waiver requirements set forth in this Section. Contractor shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Pursuant to Exhibit H, Contractor shall maintain a record of each waiver verification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

5.6.6 Contractor Recordkeeping of Generators Granted Waivers

Upon Contractor request, no more the one (1) time per year, the City shall provide Contractor an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit H.

5.7 SERVICE WAIVER PROGRAM COORDINATION

5.7.1 Low Population Area Waivers

Certain census tracts of the City may qualify as Low-Population Areas. Some Collection service requirements may be waived for the Low-Population Areas. Low-population waivers are granted by CalRecycle and are only valid for a period of up to five (5) years.

5.7.2 Processing Facility Temporary Equipment or Operational Failure Waiver

(1) **Notification to the City.** The Contractor, or their Subcontractor (such as a Facility operator), shall notify the City of any unforeseen operational restrictions that have been imposed upon a Designated or Approved Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent a Designated or Approved Facility from Processing and recovering Source Separated Recyclable Materials or SSGCOW. The Contractor or Subcontractor shall notify the City as soon as possible and no later than twenty-four (24) hours from the time of the incident. The notification shall include the following: (i) name of Designated or Approved Facility; (ii) the Recycling and Disposal Reporting System Number of the Designated or Approved Facility; (iii) date the Designated or Approved Facility became unable to Process Source Separated Recyclable Materials or SSGCOW; (iv) description of the operational restrictions that have been imposed upon the Designated or Approved Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Designated or Approved Facility to Process Source Separated Recyclable Materials, or SSGCOW; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing (refer to Exhibit D) or Contractor's request for waiver to deliver Source Separated Recyclable Materials or SSGCOW to the Designated or Approved Disposal Facility.

(2) **Use of Alternative Facility or Waiver for Disposal of Materials.** Upon notification by Contractor or Subcontractor of a Designated or Approved Facility's inability to Process materials, City shall evaluate the notification and determine if City shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Designated or Approved Disposal Facility for Disposal on a temporary basis for a time period specified by the City. Upon City's decision, the City shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Designated or Approved Disposal Facility for Disposal, and the period of time that the City will allow the Source Separated Recyclable Materials and SSGCOW to be redirected to the Alternative Facility or the

Designated or Approved Disposal Facility. Pursuant to 14 CCR Section 18984.13, the Designated or Approved Disposal period shall not exceed ninety (90) days from the date the Designated or Approved Facility's Processing restriction or failure commenced. In such case, the Contractor must receive permission from the City prior to depositing any Discarded Material in a Landfill.

(3) **Record Keeping and Reporting.** Contractor shall maintain a record of any Facility incidents and report this information to the City in accordance with Exhibit H.

5.7.3 Disaster Waivers

In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with this Agreement.

5.7.4 Quarantined Waste

If approved by the City, the Contractor may Dispose of specific types of SSGCOW that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City or until City provides notice that the quarantine has been removed and directs Contractor to Transport the SSGCOW to the Designated or Approved Facility(ies) for such material.

In accordance with Exhibit H, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined SSGCOW that are Disposed of pursuant to this subsection.

5.8 INSPECTION AND ENFORCEMENT

5.8.1 Annual Compliance Reviews

A. General. Contractor shall perform compliance reviews described in this Section commencing July 1, 2022, and at least annually thereafter, unless otherwise noted.

B. Commercial Generator Compliance Reviews. The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the City's Discarded Materials Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements pursuant to 14 CCR Section 18988.3, including whether a Multi-Family or Commercial Business is complying through Back-Hauling SSGCOW and/or Source Separated Recyclable Materials and/or SSBCOW. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however,

the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

C. Annual Hauler Route Review. Beginning October 1, 2022 and annually thereafter, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the City's Discarded Materials Collection program and Container contamination monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling of Generators for which compliance with the City's Discarded Materials Collection program during the Hauler Route review was assessed.

D. Generator Waiver Inspections. In accordance with Section 5.6, Contractor shall verify Multi-Family and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver and verify Collection frequency waivers at least once every five (5) years from the date of issuance of the waiver.

5.8.2 Compliance Review Process

A. Number of Reviews. The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, and AB 341. The number of reviews shall be no less than once per year. City reserves the right to require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.

B. Non-Compliant Entities. From July 1, 2022 through December 31, 2023, when compliance reviews are performed by Contractor, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within fourteen (14) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided, and shall report such information to the City in accordance with Exhibit H. Beginning January 1, 2024, the Contractor shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through Contractor's compliance reviews, and shall report all Customers and Generators with violations of SB 1383 Regulations to the City in accordance with Exhibit H. The City shall be responsible for subsequent enforcement action against the Generators.

C. Documentation of Inspection Actions. The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted, including the information described in Exhibit H.

5.9 SERVICE COMPLAINTS

5.9.1 Documentation of Complaints

A. General. The Contractor agrees to maintain a computer database log of all oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Contractor agrees to document and maintain for a period of at least five (5) years on a form or log all Complaints registered by Customers and Persons, in accordance with this Section and Exhibit H. Contractor shall record complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection B below.

B. SB 1383 Regulatory Non-Compliance Complaints. For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information listed in Exhibit H. Contractor shall provide this information in a brief complaint report to the City for each SB 1383 Regulatory non-compliance complaint within fourteen (14) days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints in accordance with Exhibit H.

5.9.2 Investigation of SB 1383 Regulatory Non-Compliance Complaints

A. Investigation. Contractor shall commence an investigation within ninety (90) days of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations.

Contractor shall investigate the complaint using one or more of the methods:

1. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations;
2. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver;
3. Reviewing the Self-Haul registration list, if applicable, to determine if the entity has registered and reviewing the entity's reported Self-Haul information;
4. Determining if the entity is located in a Low-Population Area;

5. Inspecting Premises of the entity identified by the complainant, if warranted; or,
6. Contacting the entity to gather more information, if warranted.

B. Reporting. Within fourteen (14) days of completing an investigation of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

5.10 CONTRACTOR'S RESPONSIBILITY IN LIEU OF DIRECTION BY CITY

Throughout the term of this Agreement, unless the City gives notice as provided for herein and subject to the terms of this Agreement, it shall be the Contractor's sole responsibility and duty to Dispose of the Solid Waste Collected and Process the Recyclable Materials and Green Waste Collected in a safe manner and in compliance with all federal, state, and local laws and regulations. Contractor agrees that it shall Dispose of all Solid Waste Collected and Process all Recyclable Materials and Green Waste Collected in the Franchise Area at a Solid Waste facility or Processing facility that is fully licensed and appropriately permitted and, to Contractor's knowledge, is not in material violation of any health, safety or Hazardous Materials laws, rules, regulations or orders.

5.11 INVALIDATION OF CITY FLOW CONTROL VOIDS FRANCHISE

Should a court of competent County rule any provision in this Franchise Agreement unlawful or unconstitutional, then the entire Franchise Agreement shall become null and void upon the election of the City. However, this Agreement shall not become null and void, and shall remain in full force and effect, as long as the Contractor continues to direct Solid Waste, Recyclable Materials, and Green Waste as instructed by the City and abides by all other terms of this section. City deems control of the waste stream a vital component of its waste Disposal program which inures to the general benefit and welfare of the public. This provision will preserve the City's ability to pursue any legal methods whereby flow control of waste stream can be achieved.

5.12 OTHER SPECIAL SERVICES

Contractor can provide other special services as related to this Agreement at their discretion provided said services and charges for such services are approved by the City.

5.13 EMERGENCY SERVICES

Contractor shall provide emergency services at the City's request in the event of major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to, assistance handling salvaged materials, Processing, Disposing of Solid Waste or Recyclable Materials following a major accident, disruption, or natural calamity. Contractor shall be capable of providing emergency services within twenty-four (24) hours

of notification by the City or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services, which exceed the Contractor's obligations, shall be compensated in accordance with Exhibit C. If Contractor cannot provide the requested emergency services, the City shall have the right to take possession of the Contractor's equipment for the purposes of providing emergency services.

5.14 FREE ENVIRONMENTAL SERVICES

The Contractor will provide the following free environmental services to the City throughout the term of this Agreement consistent with the City's obligations in accordance with applicable regulations.

8.12.1 Curbside Holiday Tree Collection

The Contractor will provide curbside holiday tree collection from December 26 through the second Friday in January each year of this Agreement; provided, however, that Customers shall (i) remove all lights, wire, tinsel, ornaments, nails, stands, tinsel, flocking and other non-organic decorative materials and other materials that are not part of the original tree, and (ii) cut the trees into pieces small enough to fit entirely into the Customers' Green Container. If customers are unable to cut the trees into pieces, trees may be placed whole in the Customer's Green Container. Holiday trees will be managed by the Contractor at the Designated or Approved Organic Waste Processing Facility.

8.12.2 Free Paper Shredding Events

One (1) time per year, at no additional cost to City residents, the selected Vendor will conduct a free paper shredding event. At each event, all City residents will be permitted to deliver an unlimited amount of paper for shredding free of charge by Vendor. Vendor must arrange for all shredded paper generated by each event to be processed in such a manner so as to ensure the diversion of this material from landfilling.

5.15 CRV REDEMPTION CENTER

Contractor shall provide a certified California Redemption Value buy back center (CRV Center) which Contractor intends to locate at the following proposed address:

- 1280 North Main Street, Fort Bragg, CA.

Contractor shall submit necessary applications for CRV Center approval to applicable agencies within ninety (90) days of execution of this Agreement. The CRV Center shall be fully operational within ninety (90) days of all application approvals or July 1, 2022, whichever is later. Contractor shall use commercially reasonable efforts to locate the CRV Center at the aforementioned location. However, in the event Contractor is unable to site the CRV Center at the specified location for reasons beyond the control of the Contract (including, without limitation, failing to receive the necessary approvals from any and all applicable regulatory authorities), Contractor shall meet and confer with the City and the County to identify alternate locations for the CRV Center.

The CRV Center shall be maintained and operated by the Contractor. The CRV Redemption Center shall be open to the public a minimum of thirty (30) hours per week between the hours of 8:00 am and 5:00 pm and shall be open at least five (5) days per week. Included in the minimum hours, the CRV Redemption Center shall be open at least seven (7) hours on either Saturday or Sunday between the hours of 8:00 am and 5:00 pm.

ARTICLE 6: STANDARDS OF PERFORMANCE

6.1 NAME AND OFFICE HOURS

Contractor shall not use a firm name containing the words "City" or "Fort Bragg" or other words implying City ownership. The Contractor shall establish and maintain a Customer service office where service may be applied for and complaints made within the Franchise Area. Contractor's Customer service office shall be open to the public from 8:00 a.m. to 4:30 p.m. Monday through Friday. The office may be closed on Saturdays, Sundays, and Holidays. Such office shall be equipped with a listed telephone to which calls from Contractor's Customers may be placed without payment of a toll charge and shall have a responsible Person in charge or an answering machine in service during normal business hours.

6.2 OPERATING HOURS AND SCHEDULES

Single-Family Dwelling collection hours shall be between 5:00 a.m. and 6:00 p.m., Monday through Friday. Multi-Family Dwelling collection hours shall be between 5:00 a.m. and 6:00 p.m., Monday through Saturday. Commercial collection hours shall be between 5:00 a.m. and 9:00 p.m., Monday through Saturday, and between 6:00 a.m. and 6:00 p.m. on Sunday.

If the day of Collection on any given route falls on a Holiday, Contractor shall provide Collection service for such route on the work day either before or following such Holiday and shall not provide Collection service on such Holiday, and all subsequent Collection days during that Holiday week shall be adjusted at the discretion of Contractor. Contractor shall be responsible for Customer notification of Holiday Collection arrangements.

6.3 SERVICE COMPLAINTS

Customer service complaints may be made directly to the Contractor by telephone or in writing. Contractor is responsible for rectifying the complaints and for maintaining a log of complaints received, date received, actions taken, and date of actions, as specified in Section 5.9.

6.4 OVERCHARGE

All charges or fees for service by a Contractor shall be approved by the City Council, except a lower charge than approved by the City Council may be negotiated (to provide for consideration of the weight of the material collected and/or the distance from the operations yard or transfer station) for Industrial Solid Waste Service as provided in

Section 9.2.F. Any Customer contending they have been required to pay a charge not approved by the City Council, or has in any manner been subject to an overcharge, may file a written complaint with the City setting forth the facts of such alleged mischarge, and the City shall notify the Contractor of the complaint, shall investigate the matter of the complaint, and shall determine the appropriate charge.

6.5 COLLECTION STANDARDS

All Collection equipment shall be designed and operated such that no Solid Waste, Recyclable Material, or Organic Waste is allowed to blow or drop from vehicles during Transport. Adequacy of load covers or control measures shall be determined by the City. All Collections shall be made as quietly as possible, and the use of any unnecessarily noisy trucks or equipment is declared unlawful.

6.6 COLLECTION VEHICLE AND EQUIPMENT STANDARDS

6.6.1 General

All Collections shall be made with a vehicle and equipment of design approved by the City according to industry standards. Contractor shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean, and operable condition at all times.

6.6.2 Cleaning

Collection vehicles shall be thoroughly washed and thoroughly steam cleaned as necessary, to present a clean appearance of the exterior and interior compartment of the vehicle.

6.6.3 Maintenance

Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. All vehicles shall be painted in a uniform manner that does not create a resemblance between Contractor's vehicles and City utility vehicles. Contractor shall keep accurate records of all vehicle maintenance, recorded according to vehicle, date, and mileage, and shall make such records available to the City upon request to the extent necessary to perform the inspections described in Section 6.8.

6.6.4 Repairs

Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain

accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

6.6.5 Shovel, Broom, and Fire Extinguisher

The Contractor shall equip each Collection vehicle with a shovel, broom, and fire extinguisher of a type approved by the City.

6.7 COLLECTION VEHICLES – IDENTIFICATION

The Contractor shall have printed or stenciled in a prominent place on the exterior of each vehicle used in the Collection of Solid Waste and Recyclable Materials the following information in at least four-inch letters:

Truck# _____ Contractor (name) (Telephone number)

6.8 COLLECTION VEHICLES AND EQUIPMENT INSPECTION

At the discretion of the City, all vehicles and equipment of Contractor are subject to inspection at Contractor's place of business or another location within the Franchise Area as designated by the City on an annual basis. Vehicles and equipment shall conform to the requirements of the California Vehicle Code, this Agreement, and rules or regulations of the City Council. City shall give Contractor twenty-four (24) hours verbal notification of inspection.

6.9 CONTAINER REQUIREMENTS

6.9.1 Provision of Containers by Contractor and Color Standards

A. General. Contractor shall use the Contractor-provided Collection Containers that are currently located at Customers' Premises or provide Customers with Collection Containers from Contractor's current inventory.

No later than July 1, 2022, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. If an existing Container breaks or is otherwise rendered non-functional on or after July 1, 2022, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Section. Notwithstanding this Section, the Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

B. Blue Containers (Source Separated Recyclable Materials)

Option 1: Blue Containers with a lid that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 2: Blue Containers with a body that is blue in color, and a lid that is blue, gray, or black in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 3: Blue Containers with a lid and body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

C. Green Containers (SSGCOW)

Option 1: Green Containers with a lid that is green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 2: Green Containers with a body that is green in color, and a lid that is green, gray, or black in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 3: Green Containers with a lid and body that are green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

D. Gray Containers (Gray Container Waste)

Option 1: Gray Containers with a lid that is gray or black in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

Option 2: Gray Containers with a lid and body that are gray or black in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

E. C&D Bins and Roll-Off Boxes. Bins and Roll-Off Boxes for Collection of C&D may be in any color, provided that the colors do not conflict with the Container color requirements of this Section and provided that the C&D Container colors are consistent for all C&D Containers. The C&D Container color shall be reviewed and approved by the City.

6.9.2 Labeling Requirements

Option 1: Labels on New Containers or New Lids

Commencing on or before July 1, 2023, Contractor shall place a label on each new Container body or lid that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City for approval.

Option 2: Imprinted or In-Mold Labels for New Containers or New Lids

On or before July 1, 2022, Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City for approval.

Option 3: Labels for Existing Containers

On or before July 1, 2022, Contractor shall place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City for approval.

Option 4: Imprinted or In-Mold Labels for Existing Containers

On or before July 1, 2022, Contractor shall imprint the bodies or lids of Containers that have been provided to Customers with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City for approval.

6.9.3 Container Standards

Contractor shall provide all Carts, Bins, and Debris Boxes to all Customers as part of its services. Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers with a capacity of one cubic yard or more shall meet applicable federal, state, and local regulations for Bin safety and be covered with attached lids. Contractor shall obtain City's written approval of Cart colors before acquisition. The useful life of Carts, Bins, and Debris Boxes provided to Customers shall be equal to or longer than the Term of this Agreement. All Containers, except Carts, shall be painted the Contractor's standard color.

6.9.4 Wildlife Resistant Containers

Garbage must be in suitable containers with tight-fitting, secure lids to reduce litter and odors that attract wildlife.

6.9.5 Repair and Replacement of Containers; Inventory

Contractor shall repair and, if the repair must be performed off of the Premises, replace all Containers damaged by collection operations within a one-week period. If the repair

or replacement cannot be completed within one week, the Contractor shall notify Customer and a Container of the same size or larger shall be made available until the proper Container can be replaced.

At no additional cost, Contractor shall replace Customer Carts that have been stolen or damaged once per year. Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost once per year. Contractor shall charge Customers for additional Cart replacements at current City-approved rates.

6.9.6 Container Maintenance, Cleaning, Painting

All Containers shall be maintained in a safe, serviceable, and functional condition. Contractor shall steam clean and repaint all Containers, except Carts, as necessary, to present a clean appearance. Customers using Carts shall be responsible for cleaning such Carts. If any Cart is impacted by graffiti, Contractor shall replace the cart within 48 hours. If any Containers, except Carts, are impacted by graffiti, Contractor shall either replace the Container with a Container which is free of graffiti or repaint the entire Container with the Contractor's standard color for such Container. Repainting of the Container shall restore the Container's aesthetic values to its condition before it sustained the graffiti damage.

6.9.7 City Ownership of Containers at End of Term

Upon expiration or early termination of this Agreement (providing said earlier termination is for cause and not by mutual consent or by reason of City's failure to perform), all Containers (for permanent Customers) acquired by or leased by Contractor and put into service at Customer's Premises shall be available to the City, at the City's option, at their fair market value.

At its sole discretion, the City may elect not to exercise its rights with regard to this Section and, in such case, the Containers shall remain the property of the Contractor upon the expiration date of this Agreement or date of earlier termination of this Agreement. In such case, Contractor shall be responsible for removing all Containers in service from Premises and reusing or Recycling such Containers.

6.9.8 City Purchase Option for Equipment and Trucks at End of Term

Except as set forth in Section 6.9.9, upon expiration or early termination of this Agreement pursuant to Section 11.2 (providing said earlier termination is for cause and not by mutual consent or by reason of City's failure to perform), all trucks and equipment purchased or leased and put into service by Contractor (the "Option Equipment") shall be available to the City, at the City's option, at their fair market value. At its sole discretion, the City may elect not to exercise its rights with regard to this Section and, in such case, all Option Equipment purchased shall remain the property of the Contractor upon the expiration date of this Agreement or date of earlier termination of this Agreement.

6.9.9 City Purchase Option for Facilities and Associated Equipment at End of Term

Upon expiration or early termination of this Agreement pursuant to Section 11.2 (providing said earlier termination is for cause and not by mutual consent or by reason of City's failure to perform), all facilities and associated equipment located within the Fort Bragg City limits or the Franchise Area Coastal Rate Zone, owned by Contractor, operated by Contractor as a Transfer Station, California Redemption Value Center, or Customer Service Center (collectively, the "Option Facilities") shall be available to the City, at the City's option, at their fair market value.

At its sole discretion, the City may elect not to exercise its rights with regard to this Section and, in such case, all Option Facilities and associated equipment purchased shall remain the property of the Contractor upon the expiration date of this Agreement or date of earlier termination of this Agreement. Notwithstanding anything to the contrary in this Section, the City shall not be permitted to exercise the purchase option set forth herein in the event Contractor is utilizing the aforementioned Option Facilities in connection with one or more agreements with other municipalities located within five (5) miles of the coastline of Mendocino County.

6.9.10 Coordination between City and County Purchase Options

The City acknowledges and agrees that the County Franchise Agreement grants to the County an identical option to purchase the Option Equipment and or the Option Facilities. The City agrees that, in the event that either or both the City and the County elect to exercise their respective purchase options for any of the Option Equipment or the Option Facilities, the City and the County shall then be required to meet and confer in good faith to reach a separate written agreement between them as to which of them shall be permitted to purchase the applicable Option Equipment and Option Facilities. The City further agrees that the Contractor shall have no obligation to sell any of the Option Equipment or Option Facilities to either the City or the County (whether pursuant to this Agreement, the City Franchise Agreement or otherwise) unless and until the City and the County jointly instruct the Contractor in writing as to which party (i.e., the City or the County) shall be the party to purchase the applicable Option Equipment and Option Facilities. Upon the purchase of the applicable Option Equipment and Option Facilities by the City or the County, as applicable, the Contractor's obligations to sell the Option Equipment and the Option Facilities to the non-exercising party (i.e., the City or the County, as applicable) hereunder or pursuant to the County Franchise Agreement, as applicable, shall be deemed satisfied and the Contractor shall have no further obligation to such party with regard to the Option Equipment and the Option Facilities.

6.10 PERSONNEL

6.10.1 General

Contractor shall furnish such qualified drivers, mechanical, supervisory, Customer service, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

6.10.2 Approval of Management

Contractor recognizes the importance of establishing a successful relationship between its management and City staff. The City shall have the right to request the Contractor to replace its facility manager, if Liquidated Damages levied for events listed in Exhibit G, with the exception of damages levied for Collection reliability and Collection quality events items 1 through 14 of Exhibit G, in any three month period exceed \$5,000 or if Liquidated Damages levied for Collection reliability and Collection quality events items 1 through 14 of Exhibit G in any three month period exceed \$45,000. If replacement of the facility manager is requested by the City, the Parties shall meet and confer in good faith to discuss the replacement of the facility manager.

6.10.3 Provision of Field Supervision

Contractor shall designate at least one qualified employee as supervisor of field operations. The field supervisor will devote at least fifty percent (50%) of his or her time in the field checking on Collection operations, including responding to complaints.

6.10.4 Driver Qualifications

All drivers shall be trained and qualified in the operation of Collection vehicles, and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

6.10.5 Customer Service Representative Training

Customer service representatives shall be trained on specific City service requirements, a minimum of once per quarter. A City information sheet shall be provided to each Customer service representative for easy reference of City requirements and general Customer needs. The information sheet, training agenda, and associated documentation shall be forwarded to the City each quarter after the training.

6.10.6 Safety Training

Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment or who are otherwise directly involved in such Collection, Disposal, or Processing. Contractor shall train its employees involved in Collection to identify, and not to collect, Hazardous Waste or Infectious Waste. Upon the City's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

6.10.7 No Gratuities

Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public for Collection services.

6.10.8 Employee Conduct and Courtesy

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. The City may require Contractor to reassign an employee if the employee has conducted himself or herself inconsistently with the terms of this Agreement.

6.10.9 Uniforms

While performing services under this Agreement, all of the Contractor's employees performing field service shall be dressed in clean Uniforms. No portion of this Uniform may be removed while working. For purposes of this Section 6.10.9, the term "Uniform" shall mean, at a minimum, a Contractor-branded shirt and a City-approved badge that includes the employee's name and/or employee number, and Contractor's name.

6.11 DIVERSION STANDARD

The Contractor acknowledges the City seeks to achieve the State's seventy-five percent (75 percent) diversion goal. The Contractor will be responsible for diverting from Disposal a percentage of materials the Contractor collects from all services under this Agreement. The Contractor shall provide a Diversion rate calculation in their monthly Diversion Report as defined in Exhibit H.

ARTICLE 7: RECORD KEEPING AND REPORTING

Contractor shall maintain records and reports in accordance with Exhibit H and shall allow the City to audit and inspect records as described in the Exhibit H.

ARTICLE 8: CITY FEES

8.1 FRANCHISE FEE

8.1.1 Franchise Fee – Amount

In consideration of the exclusive rights provided herein, Contractor shall pay an Administrative Franchise Fee to the City calculated as ten percent (10%) of the Gross Revenues collected for service. Contractor shall also pay a Caspar Landfill Closing Franchise Fee of ten point nine six percent (10.96%) of Gross Revenues. Contractor shall not make a claim nor be entitled to compensation for the overpayment of Franchise Fees due to the inclusion of other governmental agency's revenues in the Franchise Fee calculations and payments made before the Effective Date.

8.1.2 Franchise Fee – Quarterly Payments and Revenue Statements

Contractor shall pay the Franchise Fee in quarterly payments due within thirty (30) days after the close of each calendar quarter. Along with the quarterly payment, Contractor

shall include a quarterly revenue statement, certified by an officer of the Contractor that shows the basis for the calculation thereof.

8.1.3 Franchise Fee – Deposit

Franchise fees shall be paid to the City which shall deposit them to the City General Fund and Landfill Closure Fund, respectively.

8.1.4 Franchise Fee – Delinquency Penalty

Payments are delinquent if not received by the City within thirty (30) days as provided above. All fees are subject to a delinquency penalty of ten percent (10%), which attaches on the first day of delinquency, plus an additional ten percent (10%) for each additional month the payment remains delinquent. These penalties are in addition to the franchise termination provisions of Article 11.

8.1.5 Refund of Franchise Fees

Once Franchise Fee payments are made to the City, Contractor may not ask for refund of all or part of Franchise Fees unless such request is based on a mathematical error in its calculation or an inadvertent overpayment.

8.2 PROPOSAL DEVELOPMENT FEE

The Contractor shall pay a one-time Proposal Development Fee of fifty thousand dollars (\$50,000). This fee is due within thirty (30) days after this Agreement is executed.

8.3 SB 1383 REGULATORY REIMBURSEMENT

The Contractor shall pay an SB 1383 Regulatory Reimbursement to City each month during the term of this Agreement. The amount of the SB 1383 Regulatory Reimbursement shall be one thousand dollars (\$1,000) per month in Rate Period One. City shall use the SB 1383 Regulatory Reimbursement to offset expenses, including but not limited to, staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, enforcement, or other activities involved in compliance with SB 1383 Regulations. The City shall retain the sole right to set priorities for the use of its SB 1383 Regulatory Reimbursement. The SB 1383 Regulatory Reimbursement shall be considered an allowable cost of business not subject to profit mark-up and included in the Contractor's Compensation pursuant to Article 9.

The amounts of the SB 1383 Regulatory Reimbursement for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 9, or shall be the amount specified by the Jurisdiction.

8.4 FOOD RECOVERY PROGRAM CONTRIBUTION

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts during the term of this Agreement. The amount of the contribution shall be six thousand dollars (\$6,000) per year in Rate Period One and shall be submitted to the City on a monthly basis in an amount equal to \$500 dollars (\$500). Jurisdiction shall use the Food Recovery contribution to offset expenses, including, but not limited to, staffing costs related to Jurisdiction Food Recovery programs, pilot studies, education and outreach campaigns, technical assistance to Generators, reporting, compliance, enforcement, or other activities involved in Food Recovery efforts to support compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of the Contractor's Food Recovery program contribution.

The amounts of the Food Recovery program contribution for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 9, or shall be the amount specified by the Jurisdiction.

ARTICLE 9: COMPENSATION AND RATE REGULATION

9.1 CONTRACTORS RATES

9.1.1 City's Powers

The Fort Bragg City Council shall set and regulate all rates and charges assessed by Contractor for any and all services and activities it performs or engages in the Franchise Area, which are covered under this Agreement.

9.2 RATE REQUIREMENTS

A. Contractor shall provide the services described in this Agreement and be compensated by its Customers at the rates specified in Exhibits A, B, and C.

B. The rates specified in Exhibits A, B, and C shall be effective as of July 1, 2022.

C. The rates specified in Exhibits A, B, and C may be modified in accordance with the Rate Adjustments as described in this Agreement.

D. The rates in Exhibits A and B are divided into specific residential, commercial, and industrial rates shall be charged by the Contractor.

E. All charges or fees for service by a Contractor shall be fixed and approved by the City Council.

F. Charges for Industrial Solid Waste removal service may be negotiated between the collector and the Customer. If the negotiated charges are less than the rates specified in Exhibits A and B, Contractor shall notify the City in writing of each Customer that is offered and charged a lower rate. In no event shall the Contractor charge a rate in

excess of those specified in Exhibit B without prior written approval by the City, except for weight overages as provided for in this section.

G. Contractor may not charge residential and commercial Customers at rates other than those specified in Exhibits A and B except that the City may authorize a Customer to receive additional or reduced service for an additional or reduced charge. These authorized reduced or additional charges must be approved by the City Council from time to time and a determination by the City Council that a change is in the public interest and is mutually agreed upon by both Parties.

H. All compensation paid to the Contractor shall be paid by its Customers and the City is in no way obligated to provide the Contractor any compensation for services described in this Agreement.

I. Charges for Industrial Solid Waste Debris Box service includes pull fees and disposal fees as set forth in Exhibit B.

J. Charges for special services, contaminated Recyclables or Green Waste, extra solid waste, replacement of lost or stolen carts, off-day collection, etc. shall be as specified in Exhibits A, B, and C and as they may be modified in accordance with this Agreement.

9.3 RATE ADJUSTMENT PROCEDURES

9.3.1 Pass-Through Rate Adjustment

A. At any time that the City Council either establishes a City surcharge on Contractor's Customers, increases an existing City surcharge on Contractor's Customers, increases the Franchise Fee rate, increases the Disposal charge at City or City-owned facility, Contractor may apply to the City for a pass-through rate adjustment to offset the new or increased fees. In applying for a pass-through rate adjustment, the Contractor must:

1. Submit a request for the increase, in writing, to the City;
2. Specify the amount of the requested increase for each rate given in Exhibits A and B; and
3. Provide documentation that the specified rate increase calculation is reasonable and appropriate and does not include rate increases for any other reason than to recover direct cost of the additional pass-through expense.

Provided that the City staff have received and considered the request and documentation described above, and have concluded that the requested rate adjustment calculation is reasonable and appropriate and is solely to recover the direct cost of the additional pass-through expense, the rates given in Exhibits A and B shall be amended by the City Council.

B. If a jurisdiction other than the City establishes or increases surcharges or fees that affect Contractor's expenses, the same procedures as described above apply.

C. The timely application and request for a pass-through rate adjustment increase rests solely with the Contractor. There shall be no retroactive increase billing to Customers. The responsibility to implement timely pass-through rate adjustments rests solely with the Contractor in accordance with the procedures outlined in this Agreement. If for any reason the City fails to respond within thirty (30) days to a pass-through rate adjustment request in accordance with the procedures in this Agreement, then the Contractor shall implement such a pass-through rate adjustment unilaterally. **Under no circumstances will the Contractor ever be permitted to retroactively bill Customers for pass-through rate adjustment increases not implemented in a timely manner for any reason.**

D. At any time that the Board either eliminates a City surcharge on Contractor's Customers, decreases an existing County surcharge on Contractor's Customers, decreases the Franchise Fee rate, decreases the Disposal charge at the City or County-owned facilities, City may apply to the Contractor for a pass-through rate adjustment to offset the eliminated or decreased fees. In applying for a pass-through rate adjustment, the City must:

1. Submit a request for the decrease in writing to the Contractor;
2. Specify the amount of the requested decrease for each rate given in Exhibits A, B, and C.
3. Provide documentation that the specified rate decrease is reasonable and appropriate and does not include rate decrease for any other reason than to recover the direct cost of the decreased or eliminated pass-through expense.

Provided that the Contractor has received and considered the request and documentation described above, and have concluded that the requested rate adjustment is solely to offset the direct cost of the decreased or eliminated pass-through expense, the rates given in Exhibits A, B, and C shall be amended by the City Manager or designated City employee.

If for any reason the Contractor fails to respond within thirty (30) days to a pass-through rate adjustment request in accordance with the procedures in this Agreement, then the City shall implement such a pass-through rate adjustment unilaterally.

E. If a jurisdiction other than the City eliminates or decreases surcharges or fees that affect Contractor's expenses, the same procedures as described in (D) above, apply.

F. In the case of a jurisdiction other than the City eliminating or decreasing surcharge or fees that affect Contractor's expenses, Contractor shall be responsible for

notifying the City in writing. If Contractor fails to notify the City of eliminated or decreased surcharges or fees per this section, then the City may apply for and request a retroactive pass-through rate adjustment decrease, but never a retroactive increase for any reason.

9.3.2 Cost-of-Living, Fuel Rate, and Commodity Price Adjustments

Every full year of this Agreement effective January 1, beginning on January 1, 2023, the Contractor may apply for a rate adjustment to offset adjustments in the cost of providing services (Cost-of-Living), fuel, recycling market pricing, and organics market pricing. The Contractor shall submit the rate adjustment request no later than November 15 for rates effective the following January 1. The Contractor shall notify the City of the adjustments to take place and shall provide the City with its computations and documentation. **Under no circumstances will the Contractor ever be permitted to retroactively bill Customers for any rate adjustment increases not implemented in a timely manner for any reason.**

For calculation of adjustments, the rates would be divided into three components – fuel, pass-through and all other. The rate adjustment calculation shall be calculated as follows:

Rate Adjustment (%) = COFA + COLA + PTDRA + RCVA + OCVA, whereby

COFA is the cost-of-fuel adjustment

COLA is the cost-of-labor adjustment

PTDRA is the pass-through disposal rate adjustment

RCVA is the pass-through recycling commodity value adjustment

OCVA is the pass-through organics commodity value adjustment

The cost-of-fuel adjustment (COFA) component is calculated from the fuel component multiplied by one hundred percent (100%) of the change in the average monthly value over the last twelve (12) months, compared to the average monthly value for the preceding twelve (12) month period, of the most recently published California index for #2 diesel fuel, compiled and published by the U.S. Energy Information Administration or its successor. The fuel component is derived from the most recent Annual Financial Report and is calculated as the total fuel costs divided by the total operating expenses.

The cost-of-living adjustment (COLA) component is calculated from all other component multiplied by ninety percent (90%) of the change in the value of the most recently published All Urban Consumers Index (CPI-U), all items, for the San Francisco-Oakland-Hayward, CA, Base Period 1982-1984 = 100, not seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor and its value twelve months before. The all other component is derived from the most recent Annual Financial Report and is calculated as the (total operating expenses less disposal costs and fuel costs) divided by total operating expenses.

The pass-through disposal rate adjustment (PTDRA) is calculated as the increase or decrease in surcharges, fees, or disposal tipping fees from the City, other jurisdictions, and Designated or Approved Disposal Facilities (as a percentage) multiplied by their relative cost component based on the Annual Financial Report and tonnage reports.

The pass-through recycling commodity value adjustment (RCVA) is calculated as the increase or decrease in monthly average annual (or pro-rated in the first year) tipping fee at the Designated Source Separated Recyclable Materials Processing Facility (as a percentage) multiplied by their relative cost component based on the Annual Financial Report and tonnage reports.

The pass-through organics commodity value adjustment (OCFA) is calculated as the increase or decrease in the monthly average annual (or pro-rated in the first year) tipping fee at the Designated Organic Waste Processing Facility (as a percentage) multiplied by their relative cost component based on the Annual Financial Report and tonnage reports.

9.3.3 Larger Rate Increases

No sooner than one year after this Agreement becomes effective, and no more frequently than annually thereafter, Contractor may apply for a rate adjustment in excess of the cost-of-living limitation described in Section 9.3.2., above. In applying for such a rate increase the Contractor must:

(1) Notify the City, in writing, of Contractor's intent to seek a rate increase in excess of the cost-of-living limitation;

(2) Obtain and submit to the City an independent financial audit report of Contractor's operations. The City shall select or approve the auditor to perform the audit. The cost of the audit shall be paid by the Contractor. The audit must, at a minimum, determine the profitability of Contractor's operations specific to services provided under this Agreement.

Using information provided in the financial audit, as well as records required to be maintained by Guarantee under Article 7 of this Agreement, the City shall perform a rate setting study to determine appropriate rates based on projected profitability of the Contractor. The appropriate profit margin, and the means of determining profitability, shall be included as part of the rate setting study. The rate setting study shall be conducted by the City, or by a qualified contractor selected by the City. The cost of the rate study shall be paid by the Contractor.

City shall then hold at least one public meeting, at a convenient time and place within the Contractor's Franchise Area, to solicit public comment on the proposed rate increases, as determined by the rate setting study. This public meeting shall be duly noticed and shall be held no less than 14 days before the City Council considers adoption of the rate increases.

Provided that the City has received the required information, as described in (1) and (2), above, has completed the rate setting study, and has held at least one public meeting

and considered public input, the City Council may adopt the new rates by amending Exhibits A, B and C. **Under no circumstances will the Contractor ever be permitted to retroactively bill Customers for any rate adjustment increases not implemented in a timely manner for any reason.**

ARTICLE 10: INDEMNITY, INSURANCE, AND PERFORMANCE BOND

10.1 INDEMNIFICATION

10.1.1 Indemnification of City

A. Contractor shall defend the City with counsel reasonably acceptable to the City and indemnify the City from and against any and all liabilities, costs, claims and damages to the extent caused by Contractor's negligence or failure to comply with applicable laws and regulations, including but not limited to liabilities, costs, claims and damages described in Section 10.2 below except to the extent such liabilities, costs, claims or damages are due to the negligence or willful acts of the City, its officers, employees, agents or contractors.

B. Contractor agrees that it shall protect and defend the City with counsel reasonably acceptable to City, indemnify and hold harmless City, its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments (including reasonable attorney's fees), to the extent arising out of or resulting in any way from Contractor's negligence, willful misconduct or breach of the provision of this Agreement, except to the extent such claim is due to the negligence or willful acts of the City, its officers, employees, agents or contractors, or from City's grant of this Agreement to Contractor.

C. In addition, Contractor shall defend the City with counsel reasonably acceptable to the City, indemnify and hold the City harmless from any and all litigation and claims, damages and liabilities arising therefrom, brought to enforce or to challenge this Agreement and/or Contractor's exclusive rights granted thereunder with respect to the services provided hereunder; provided, however, that Contractor's obligations hereunder extend only to actions brought against or by Persons not parties to this Agreement.

D. Providing City complies with all applicable laws concerning the setting of rates under this Agreement as such laws are reasonably interpreted to apply to City, Contractor shall defend the City with counsel reasonably acceptable to the City, indemnify and hold the City harmless from any and all litigation and claims, damages and liabilities arising from the City's setting of rates for service under this Agreement or in connection with the application of California Constitution, Article XIII C and Article XIII D to the imposition, payment or collection of rates and fees directly related to services provided by Contractor under this Agreement. Notwithstanding the above, this indemnity shall not extend to any rates that are not associated with the charges by the Contractor for providing service under this Agreement, including but not limited to Franchise and governmental fees and charges.

Providing City has complied with all applicable laws, the City shall not be in default of this Agreement, if it is determined by a court of competent jurisdiction that it lacks the authority to set rates and/or increase rates for charges related to providing service pursuant to this Agreement. If the City is unable to set rates as provided for herein, the City agrees that Contractor shall be allowed to set said rates in accordance with the procedures defined in Section 9.2 of this Agreement and all other provisions of this Agreement shall remain in full force and effect. Should a court of competent jurisdiction determine that the City lacks authority to set and/or increase rates for charges related to Franchise and governmental fees and charges, then Contractor shall reduce the rates it charges customers a corresponding amount, providing said fees, rates and/or charges disallowed by the court are not related to the cost of providing service hereunder and had already been incorporated in the rates charged by Contractor to its customers.

Nothing herein is intended to imply that California Constitution, Articles XIIC or XIID, apply to the setting of rates for the services provided under this Agreement; rather this section is provided merely to allocate risk of loss as between the Parties.

10.1.2 Indemnification of Contractor

A. Except as provided by Section 10.1.3, the City shall defend, with counsel reasonably acceptable to Contractor, indemnify and hold Contractor harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the City and/or Contractor for the City's failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder to the extent said failure is due to the negligence or misconduct of the City, including but not limited to the City's failure to adopt Source Reduction and Recycling Elements mandated under AB 939.

B. In the event that the City directs the Contractor to Dispose of or Transport Solid Waste, Recyclable Materials, and/or Green Waste to a specific facility, the Contractor shall not be held liable for damages at that facility, unless the damages are caused by the willful or negligent acts of the Contractor.

10.1.3 AB 939 Indemnification

Contractor shall defend with counsel reasonably acceptable to the City, indemnify and hold the City harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the City for the City's failure to meet the requirements of AB 939, with respect to the Waste Stream under Contractor's control, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder if said failure results from Contractor's failure to comply with this Agreement and/or Contractor's failure to comply with said laws, rules or regulations, including but not limited to failing to timely supply to the City the reports and information required by the City in order to comply with AB 939.

10.2 INSURANCE REQUIREMENTS

Insurance policies are to be secured by the Contractor and remain in full force and effect at all times to provide protection against liability for damages which may be imposed for the negligence of the Contractor or their Persons, employees or agents, including, but not limited to, general liability and automobile liability insurance. Contractor shall also provide liability coverage under California Workers' Compensation laws. The amounts of insurance required are to be established herein. Said amounts shall not be construed to limit the Contractor's liability.

The insurance requirements provided herein may be modified or waived in writing by the City Council, provided the City Council determines that such waiver or modification does not unreasonably increase the risk of exposure to the City, including the fact that the parent of Contractor may be self-insured up to a certain acceptable amount.

(1) Workers' Compensation Insurance. Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the City throughout the term of this Agreement.

(2) Comprehensive General Liability. Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of TWO MILLION DOLLARS (\$2,000,000.00) aggregate and ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall protect Contractor and City from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this Agreement, whether such operations be by Contractor itself, or by its agents, employees and/or Sub Contractors. Copies of the policies or endorsements evidencing the above-required insurance coverage shall be filed with the City. Endorsements are required to be made a part of all of the following insurance policies required by this Section:

a. "The City, its employees, agents, and officers, are hereby added as insureds as respects liability arising out of activities performed by or on behalf of Contractor."

b. "This policy shall be considered primary insurance as respects any other valid collectible insurance the City may possess including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."

c. "This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

d. "Prior written notice in accordance with the applicable policy provisions by certified mail, return receipt requested, shall be given to the City in the event

of suspension, cancellation, and reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to the City.”

(3) Vehicle Liability. Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement a vehicle liability policy with a minimum limit of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence for property damage. Said insurance shall protect Contractor and City from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operation of owned and non-owned vehicles. Copies of the policies or endorsements evidencing the above-required insurance coverage shall be filed with the City.

The limits of such insurance coverage, and companies, shall be subject to review and approval by the City every year and may be increased at that time and match the coverage provided by the City’s own liability insurance policy. The City shall be included as a named insured on each of the policies, or policy endorsements.

10.3 PERFORMANCE BOND

A performance bond or letter of credit is required from the Contractor within thirty (30) calendar days from the date the City Council approves the Franchise Agreement. The performance bond shall be in an amount of Two Hundred Fifty Thousand Dollars (\$250,000). The City may waive this bond based on vendor prior performance.

The performance bond shall be executed by a surety company licensed to do business in the State of California; having a rating of, or equivalent to “A: VII” by A.M. Best & Company, approved by the City; and included on the list of admitted surety companies approved by the Treasurer of the State of California.

After July 1, 2025, and annually thereafter, Vendor may request in writing that the City allow the performance bond to be reduced to fifteen percent (15 percent) of the Vendor’s prior annual Gross Revenues. The City shall, at the sole option of the City, respond to the request in writing within forty-five (45) days of receipt of the written request. Nothing in the Franchise Agreement shall require that the City approve the request of the Vendor nor shall the City have any obligation to provide Vendor with its reasoning for approving or denying the request.

The performance bond is included in Exhibit I.

ARTICLE 11: DEFAULT AND REMEDIES

11.1 EVENTS OF DEFAULT

Each of the following shall constitute an event of default (“Event of Default”) hereunder:

(1) Contractor has demonstrated an inability to properly perform the franchised activity, failed to comply with one or more of the terms or conditions of this Agreement, or

future amendment(s) to this Agreement, failed to comply with any material federal, state or local laws, ordinances, rules or regulations pertaining to the franchised activity, or when the franchised activity has become a nuisance or is detrimental to the public health, safety or welfare. If Contractor does not perform franchise services for a period in excess of fifteen (15) days, this Agreement may be terminated by the City. Contractor shall not be in default of this Agreement if Contractor commences such action required to cure the particular breach within seven (7) calendar days after such notice, and it continues such performance diligently until completed.

(2) Any representation, warranty, or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation, warranty, or disclosure appears as part of this Agreement;

(3) There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of Contractor, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to substantially impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;

(4) Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing;

(5) A court having jurisdiction shall enter a decree or order for relief in respect of the Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of Contractor;

(6) If Contractor (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal judgment or order entered by a federal, state, regional or local agency for violation of an Applicable Law, and the City believes in good faith that Contractor's ability to perform under this Agreement has thereby been placed in

substantial jeopardy, the City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under this Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

(7) Failure to Comply with Requirements of SB 1383, AB 341 and AB 1826 and Corresponding Regulations. Contractor fails to comply with other requirements of this Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that delegate City's responsibility and/or authority under SB 1383, AB 341 and AB 1826 and corresponding Regulations to Contractor. Contractor shall not be in default of this Agreement if Contractor commences such action required to cure the particular breach within seven (7) calendar days after notice by City, and it continues such performance diligently until completed.

11.2 RIGHT TO TERMINATE UPON DEFAULT

Upon an "Event of Default" by Contractor, the City may suspend, amend, or terminate this Agreement.

Prior to suspending, amending, or terminating this Agreement granted by the City Council, the City shall provide the Contractor with written notice of the proposed action and the reasons for it. The notice shall state that prior to the suspension, amendment or revocation, the Contractor is entitled to a hearing before the City if the Contractor requests such a hearing in writing and the request is received by the City not more than ten (10) days after notice of the proposed action has been mailed to the Contractor.

If the City does not receive a written request for a hearing within the time period prescribed above, the Contractor is deemed to have waived the right to a hearing and the City may immediately suspend, amend, or terminate this Agreement on the terms specified in the notice.

In the event of a serious violation, as determined by the Department, or in the event of repeated violations of this Agreement, this Agreement shall be terminated by the Board.

11.3 SUSPENSION OR REVOCATION – EQUIPMENT USE BY CITY

In the event of suspension or revocation of this Agreement (providing said suspension or revocation is for cause and not by mutual consent or by reason of City's failure to perform), the City shall have the right forthwith to take possession of all trucks and other equipment of the Contractor for the purpose of Collecting and Disposing of the Solid Waste and performing all other duties which the Contractor is obligated to perform. The City shall have the right to retain possession of such trucks and equipment until other suitable trucks and equipment can be purchased or otherwise acquired by the City for such purpose. The City shall pay the Contractor a reasonable rental for the use of such trucks and equipment. Should the City exercise its right to take temporary possession of

Contractor's trucks and equipment used in providing service under this Agreement, City shall recognize Contractor's obligations to provide service in accordance with other agreements and shall cooperate with Contractor in its efforts to provide such other service using the Contractor's trucks and equipment in the City's temporary possession, which City shall use its best efforts to locate replacement within six (6) months following the suspension or revocation of this Agreement.

11.4 FRANCHISE REVOCATION – EMERGENCY ACTIONS

Notwithstanding provisions of this Agreement to the contrary, the City may temporarily suspend this Agreement, without prior notice and a hearing, whenever an emergency exists which poses an immediate threat to the public health, safety, or welfare. In such a case, the City shall attempt to notify the Contractor at least twenty-four (24) hours prior to the proposed action. A hearing shall be held within seventy-two (72) hours of the action taken to suspend the franchise.

11.5 LABOR DISPUTE – CITY ASSUMPTION OF DUTIES – AUTHORIZED

In the event the refuse Collection of Contractor is interrupted by a labor dispute and scheduled Collections are discontinued for more than seventy-two (72) hours, the City shall have the right to forthwith take temporary possession of all facilities and equipment of the Contractor for the purpose of continuing the service which the Contractor has agreed to provide in order to preserve and protect the public health and safety. The City shall have the right to retain possession of such facilities and equipment and to render the required service, until the Contractor can demonstrate to the satisfaction of the City that required services can be resumed by the Contractor; provided, however, that such temporary assumption of the Contractor's obligations under this Agreement shall not be continued by the City for more than one hundred twenty (120) days from the date such operations were undertaken. Should the Contractor fail to demonstrate to the satisfaction of the City that required services can be resumed by the Contractor prior to the expiration of the aforementioned one hundred twenty (120) days, the rights and privileges granted to the Contractor may be forfeited and the franchise granted herein may be terminated.

Should the City exercise its right to take temporary possession of Contractor's facilities and equipment used in providing service under this Agreement, City shall recognize Contractor's obligations to provide service in accordance with other agreements and shall cooperate with Contractor in its efforts to provide such other service using the Contractor's facilities and equipment in the City's temporary possession. City shall use its best efforts to locate replacement equipment within six (6) months following the City's taking temporary possession.

11.6 LABOR DISPUTE – CITY ASSUMPTION OF DUTIES – USE OF REVENUE

During any period in which the City has temporarily assumed the obligations of the Contractor under this Agreement, the City shall be entitled to the Gross Revenues attributable to operations during such period and shall pay therefrom only those costs and expenses, including a reasonable rental for use of trucks and equipment, applicable or allocable to the period. The excess, if any, of revenue over applicable or allocable costs and expenses during such period shall be deposited

in the treasury of the City to the credit of the General Fund. Final adjustment and allocation of Gross Revenues, costs and expenses to the period during which the City temporarily assumed the obligations of the Contractor shall be determined by an audit, by a certified public accountant or licensed public accountant, and prepared in report form with that person's unqualified opinion annexed thereto.

11.7 LABOR DISPUTE – CITY ASSUMPTION OF DUTIES – EMPLOYEES

Except as set forth in Section 12.10.4, employees of the Contractor may be employed (providing employee consents) by the City during any period in which the City temporarily assumes the obligations of the Contractor under this Agreement; provided, however, that the rate of compensation to be paid the employees, or any other employees, shall be the rate or rates in effect at the time the Contractor's service was interrupted by the labor dispute, and the terms and conditions of employment shall be the same as provided by the Contractor.

11.8 COORDINATION BETWEEN CITY AND COUNTY TEMPORARY POSSESSION OPTIONS

The City acknowledges and agrees that the County Franchise Agreement grants to the County identical options with regard to the Contractor's facilities, equipment and employees as granted to the City in Sections 5.13, 11.3, 11.5 and 11.7 (the "Temporary Possession Options"). The City agrees that, in the event that either or both the City and the County elect to exercise their respective Temporary Possession Options for any of Contractor's facilities, equipment and/or employees, the City and the County shall then be required to meet and confer in good faith to reach a separate written agreement between them as to which of them shall be permitted to exercise their respective Temporary Possession Options. The City further agrees that the Contractor shall have no obligation to permit either the City or the County to use Contractor's facilities, equipment and/or employees pursuant to the Temporary Possession Options unless and until the City and the County jointly instruct the Contractor in writing as to which party (i.e., the City or the County) shall be permitted to exercise its Temporary Possession Options and thus be the party to use Contractor's facilities, equipment and/or employees. Upon the written instruction to the Contractor as to which of the City and the County shall be permitted to exercise its Temporary Possession Options and use Contractor's facilities, equipment and/or employees, the Contractor's obligations to permit the non-exercising party (i.e., the City or the County, as applicable) to use the Contractor's facilities, equipment and employees pursuant to the Temporary Possession Options hereunder or pursuant to the County Franchise Agreement, as applicable, shall be deemed satisfied and the Contractor shall have no further obligation to the County or the City, as applicable, with regard to the Temporary Possession Options.

11.9 LIQUIDATED DAMAGES

11.9.1 General

The City and Contractor find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall

be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

11.9.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The Parties further acknowledge that consistent, reliable Solid Waste and Recyclable Materials Collection service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding this Agreement to it. The City and Contractor recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Section, the City and Contractor agree that the Liquidated Damages amounts established in Exhibit G of this Agreement and the following Liquidated Damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Schedule of Liquidated Damages, Exhibit G.

City may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representative or investigation of complaints by Customers, Owners, and Generators.

Liquidated Damages will only be assessed after Contractor has been given the opportunity but failed to rectify the damages as described in this Agreement. City shall give Contractor notice of its intention to assess Liquidated Damages. The notice will include a brief description of the incident(s) and non-performance. The City may review (and make copies at its own expense) all information in the possession of Contractor

relating to incident(s) and non-performance. City may, within 10 calendar days after issuing the notice, request a meeting with Contractor. City may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. City will provide Contractor with a written explanation of its determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages. The decision of City shall be final, and Contractor shall not be subject to, or required to exhaust, any further administrative remedies.

11.9.3 Amount

City may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit G subject to annual adjustment described below. If the amount of Liquidated Damages for any three-month period exceeds the thresholds established in Section 6.10, the City shall have the right to request replacement of the Contractor's facility manager as described in Section 6.10.

The amount of Liquidated Damages specified in Exhibit G shall be adjusted annually on the first day of the Rate Period. The adjustment shall be rounded to the nearest cent. Liquidated Damage amounts shall be adjusted to reflect seventy-five percent (75%) of the changes in the All Urban Consumers Index (CPI-U), all items, for the San Francisco-Oakland-Hayward, CA, Base Period 1982 - 1984 = 100, not seasonally adjusted, compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the method following:

Adjusted Liquidated Damage Amount = Then-current Liquidated Damage Amount x most current CPI-U/previous 12-month CPI-U

For example:

Current Liquidated Damage Amount= \$150.00

Most recently published index (Aug 2021) = 311.167

Index published twelve months prior to most recently published index (Aug 2020)
= 300.182

Adjusted Liquidated Damage Amount= \$150.00 x (311.167/300.182) = \$155.49

If the CPI-U is discontinued or revised during the Term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

11.9.4 Timing of Payment

Contractor shall pay any Liquidated Damages assessed by City within ten (10) calendar days of the date the Liquidated Damages are assessed. If they are not paid within the 10-

day period, and providing Contractor has exhausted its right to administrative review in accordance with this Section, City may proceed against the performance bond required by this Agreement, request replacement of Contractor's general manager, order the termination of the exclusive Collection rights granted by this Agreement, or all of the above.

ARTICLE 12: OTHER AGREEMENTS OF THE PARTIES

12.1 RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the Parties hereto, or as constituting the Contractor as the agent, representative, or employee of the City for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

12.2 COMPLIANCE WITH CITY CODE

Contractor shall comply with those provisions of the City Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

12.3 GOVERNING LAW

The laws of the State of California and Code and Ordinances of the City shall govern the validity, construction, and effect of this Agreement. The venue for any claims, litigation, or causes of action between Parties shall be in the Superior Court of the State of California for Mendocino County.

12.4 BINDING ON SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City, and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

12.5 REPRESENTATIONS

The persons signing this Agreement on behalf of the City warrant that they have been authorized to do so by the City Council. The Contractor shall provide to the City written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this Agreement and be bound by its terms and obligations. In addition, the City represents, warrants to Contractor and covenants and agrees as follows:

(1) The City validly exists as a political subdivision under the laws of the State of California. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Fort Bragg City Council has duly authorized the execution and delivery of this Agreement and the City's performance

of all its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Notwithstanding the foregoing, the City may take any further actions it deems necessary to approve, adopt, enter, and perform this Agreement.

(2) The City is not aware of any additional consents of approvals required to enter or perform this Agreement by the City. Furthermore, the City is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound that conflicts with entering into or performance of this Agreement.

(3) To the best of the City's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Agreement. The City will notify the Contractor promptly if any such action, suit, investigation, or proceeding is instituted or threatened. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

12.6 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event of an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under this Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such an event:

(1) The City shall notify the Contractor of the emergency of disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.

(2) Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its commercially reasonable efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.

(3) The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.

(4) If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the

City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.

(5) The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid at the Special Collection Rate or as otherwise specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above.

12.7 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

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

If to Contractor:

Redwood Waste Solutions, Inc.
P.O. Box 60
3515 Taylor Drive
Ukiah, CA 95482
Attention: District Manager

With a copy to:

Waste Connections US Holdings, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Legal Department

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

All notices required or given pursuant to this title shall be deemed properly served on the day it is personally delivered or three business days after deposited, postage prepaid, in the United States mail, addressed to the address provided to the City.

12.8 APPEALS

Any Person who is dissatisfied with any decision or ruling of the City on or with the directives or decisions of the City, may appeal to the City Council, which shall have the power to hear and determine such appeal. Said appeal shall be taken by filing with the City Clerk a Notice of Appeal within ten (10) days after the date of such decision or ruling. The notice shall be signed by the appellant or his/her attorney and shall be sufficient if it states in substance that the appellant appeals from a specified decision or ruling. A Notice of Appeal shall be liberally construed in favor of its sufficiency. No later than thirty (30) days after receipt of said Notice of Appeal, the City Council shall set the matter for public hearing and shall cause public notice of such public hearing to be published once in a newspaper of general circulation in the City at least ten (10) days before the date of said hearing stating the time and place of hearing, the decision or ruling appealed from and the name of the appellant or appellants. At said hearing, the appellant shall present a statement of the grounds for appeal and evidence in support of the appeal in such form as the City may require. Appeals filed pursuant to this section shall be accompanied by a fee in the amount set by resolution of the City Council.

12.9 COURT COSTS AND ATTORNEY FEES

In the event legal action is instituted by either Party to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and actual costs in connection with such action.

ARTICLE 13: MISCELLANEOUS AGREEMENTS

13.1 PRIVACY

Contractor shall use its best efforts to observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition of a particular Customer's Solid Waste, Recyclable Materials, or Green Waste materials shall not be revealed to any Person, private agency or company, unless upon request of federal, state, or local law enforcement personnel, the authority of a court of law, a statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or Waste Stream analysis which may be reasonably necessary to comply with AB 939 or any other reports requested by the City under this Agreement or required or requested by any governmental agency.

Contractor shall not market or distribute outside the normal course of its business, mailing lists with the names and addresses of Customers.

13.2 PUBLIC RECORDS ACT

The Contractor understands that any records (including but not limited to proposal submittals, this Agreement, and any other agreement materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under California State law. Public records must be promptly disclosed upon request

unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

The contractor must separate and clearly mark as “proprietary” information all records related to this Agreement or the performance of this Agreement that the Contractor believes are exempt from disclosure. The Contractor is to be familiar with potentially applicable public disclosure exemptions and the limits of those exemptions and will mark as “proprietary” only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.

The City will provide the Contractor notice of a public records request relating to the Contractor and/or this Agreement. It is the Contractor’s responsibility to make a determination if any responsive records are exempt from disclosure. If the Contractor desires to enjoin disclosure, the Contractor must promptly initiate litigation, specifically naming the requesting party as a real party in interest. It is the Contractor’s discretionary decision whether to file the lawsuit. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.

Notwithstanding the above, the Contractor must not take any action that would affect (a) the City’s ability to use goods and services provided under this Agreement or (b) the Contractor’s obligations under this Agreement.

The Contractor will fully cooperate with the City in identifying and assembling records in case of any public records request.

13.3 ENTIRE AGREEMENT

This Agreement, including the exhibits, represents the full and entire Agreement between the City and Contractor with respect to the matters covered herein.

13.4 FORCE MAJEURE

Neither Party shall be in default under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, and volcanic eruptions, epidemics and pandemics (and restrictions imposed by governmental authorities in response thereto), strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of Contractor. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor’s employees or directed at Contractor is not an excuse from performance and Contractor shall be obligated to continue to Collect and Dispose of Solid Waste, notwithstanding the occurrence of any or all of such events; provided, however, that labor unrest or job action directed at a third party over whom Contractor has no control, shall excuse performance.

A Party claiming excuse under this Section must (i) have taken reasonable precautions to avoid being affected by the cause, and (ii) notify the other Party in writing within five (5) days after the occurrence of the event specifying the nature of the event, the expected length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform.

13.5 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and Sub Contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or Sub Contractors shall obtain any rights to retirement or other benefits which accrue to City employees.

13.6 ROADWAY DAMAGE

Contractor shall be responsible for any extraordinary damage (not including normal wear) caused by Contractor's negligence or willful misconduct to City's driving surfaces, whether or not paved. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to City-owned pavement, curbing, or other driving surface resulting from the weight of its vehicles and equipment. This Agreement does not purport to affect, in any way, Contractor's civil liability to any third parties.

13.7 PROPERTY DAMAGE

Any physical damage caused by the negligent or willful acts or omissions of employees, Contractors or Sub Contractors of the Contractor to private or public property shall be repaired or replaced by Contractor, at Contractor's sole expense.

13.8 INTERPRETATION

This Agreement shall be interpreted as a whole to carry out its purposes. This Agreement is an integrated document and contains all the promises of the Parties; no earlier oral understandings modify its provisions.

In the event of conflict between contract documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both Parties to this Agreement.

13.9 AMENDMENT

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both Parties to this Agreement.

13.10 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Agreement or any part thereof is, for any reason, held to be illegal, such decision shall not affect the validity of the remaining portions of this Agreement or any part thereof.

13.11 INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor's proposal, dated August 3, 2021, submitted in response to the City's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicles, containers, performance systems and approach, outreach and assistance staffing and approach, customer service approach and response, and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Agreement, the provisions of this Agreement shall prevail.

13.12 EXHIBITS

Exhibits A through H are attached hereto and incorporated herein by reference.

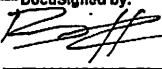
[SIGNATURES OF THE PARTIES ON NEXT PAGE]

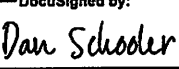
"CITY"

CITY OF FORT BRAGG

"CONTRACTOR"


REDWOOD WASTE SOLUTIONS, INC.

DocuSigned by:

 Bernie Norvell
 Mayor
 11/29/2021
 Date

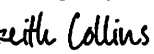
DocuSigned by:

 Dan Schooler
 Title: Region Vice President
 11/29/2021
 Date

THE FOREGOING AGREEMENT HAS BEEN REVIEWED AND APPROVAL IS RECOMMENDED:

City of Fort Bragg Business License #71093

DocuSigned by:

 Tabatha Miller
 City Manager
 11/29/2021
 Date

APPROVED AS TO FORM:

DocuSigned by:

 Keith F. Collins
 City Attorney
 12/1/2021
 Date

ATTEST:

DocuSigned by:

 June Lemos, MMC
 City Clerk
 12/1/2021
 Date

Resolution 4478-2021 Adopted by Fort Bragg City Council on 11 22 2021

Exhibit A – Single Family Services

A.1 Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers and shall Transport all Source Separated Recyclable Materials to the Designated or Approved Source Separated Recyclable Materials Processing Facility for Processing.

Containers: Carts

Container Sizes: 96-gallon Blue Carts

Contractor shall provide Single-Family Customers with one (1) Blue Container.

Container Type: Single compartment

Service Frequency: One (1) time per week on the same day as SSGCOW and Gray Container Waste Collection services.

Service Location: Curbside

Acceptable Materials: Source Separated Recyclable Materials

Prohibited Materials: Materials designated for the Gray Container, materials designated as acceptable SSGCOW, Excluded Waste

A.2 SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW placed in Contractor-provided Green Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers and Transport all SSGCOW to the Approved Organic Waste Processing Facility for Processing.

Containers: Carts

Container Sizes: 96-gallon Green Carts

Contractor shall provide Single-Family Customers with one (1) Green Container.

Container Type: Single compartment

Service Frequency: One (1) time per week on the same day as Source Separated Recyclable Materials and Gray Container Waste Collection service.

Service Location: Curbside

Acceptable Materials: SSGCOW (including Yard Trimmings and Food Waste)

Prohibited Materials: Materials designated as acceptable Source Separated Recyclable Materials, materials designated for the Gray Container, Excluded Waste

Other Requirements: Size requirements: SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart.

A.3 Gray Container Waste Collection (Gray Container Collection)

Contractor shall Collect Gray Container Waste placed in Contractor-provided Gray Carts one (1) time per week from Single-Family Customers and Transport all Gray Container Waste to the Approved Disposal Facility for Disposal.

Containers: Carts

Container Sizes: 20-, 32-, 64-, and 96-gallons Gray Carts (or comparable sizes approved by the City) as requested by Customer

Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.

Contractor shall provide Single-Family Customers with one (1) Gray Container.

Container Type: Single compartment

Service Frequency: One (1) time per week on the same day as Source Separated Recyclable Materials and SSGCOW collection service or one (1) time every-other-week (EOW) on the same day as Source Separated Recyclable Materials and SSGCOW collection service.

Service Location: Curbside

Acceptable Materials: Gray Container Waste

Prohibited Materials: Materials designated as acceptable Source Separated Recyclable Materials, materials designated for acceptable SSGCOW, Excluded Waste

Other Requirements: None

A.4 Residential Rates

Service Rates Single Family Residential		
Effective 07/01/2022		
Weekly Single-Family Residential Service	Rate	Billing Frequency
20-gal	\$22.01	per month
32-gal	\$33.11	per month
64-gal	\$66.22	per month
96-gal	\$99.36	per month
Additional Carts		
20-gal	\$16.51	per month
32-gal	\$24.83	per month
64-gal	\$49.67	per month
96-gal	\$74.52	per month
Animal Resistant Cart Service		
32-gal (Animal resistant Carts: 32-gal trash, 32-gal recycle & 32-gal organics)	Call for Quote (posted service size rate plus additional cost of Animal Resistant cart(s) requested)	per month
64-gal (Animal resistant Carts: 64-gal trash, 64-gal recycle & 64-gal organics)	Call for Quote (posted service size rate plus additional cost of Animal Resistant cart(s) requested)	per month
96-gal (Animal resistant Carts: 96-gal trash, 96-gal recycle & 96-gal organics)	Call for Quote (posted service size rate plus additional cost of Animal Resistant cart(s) requested)	per month
Additional Services/Charges		
Additional recycling cart (after first two)	\$15.00	per month
Additional Organics Cart (after first two)	\$15.00	per month
Cart delivery	\$45.00	per occurrence
Cart removal	\$45.00	per occurrence
Cart exchange	\$55.00	per occurrence
Residential Cart Replacement Fee		
20-gal (after one per year)	\$100.00	per occurrence
32-gal (after one per year)	\$105.00	per occurrence
64-gal (after one per year)	\$110.00	per occurrence
96-gal (after one per year)	\$115.00	per occurrence
Contamination Fee	\$25.00	per occurrence
Bulky Item (First two no charge)	\$45.00	per occurrence
Driving/Backyard Services - less than 100 feet	\$15.00	per occurrence
Extra Residential Pickup	\$12.00	per occurrence
Extra Bag on Service Day - up to 20lbs	\$8.00	per occurrence
Overflowing Cart Fee	\$8.00	per occurrence
Return Check Fee	\$25.00	per occurrence
Late Fee/Finance Charge	1.50%	per month

Exhibit B – Multi-Family and Commercial Services

B.1 Source Separated Recyclable Materials Collection (Blue Container Collection)

A. Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Containers from Multi-Family and Commercial Customers and shall Transport all Source Separated Recyclable Materials to the Approved Source Separated Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Source Separated Recyclable Materials Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll for Gray Container Collection service.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: Sizes described in Rate Sheets included in Section B.4.
Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with the Customer's Service Level.

Container Type: Single compartment

Service Frequency: For Carts, one (1) time per week for each Customer. If the Customer requires more frequent service, Contractor shall provide the Customer with a larger container that only requires service one (1) time per week. The Contractor shall provide the specific Collection frequency within this range as requested by Customer and as shown on Rate Sheets in Section B.4.

Service Location: Curbside or other Customer-selected service location (including but not limited to an on-site enclosure) at the Multi-Family or Commercial Premises; Contractor shall charge City -approved Rates if the service location is greater than ten (10) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provide on-Premises service at no additional charge for Multi-Family Customers with two (2) or more dwelling units.

Acceptable Materials: Source Separated Recyclable Materials

Prohibited Materials: Materials designated for the Gray Container, materials designated as acceptable SSGCOW, Excluded Waste

Other Requirements: New service: Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Recyclable Material Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all

Customers unless said Customers received de minimis waivers or physical space waivers.

Service Level Assessment: If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer's needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the City. The City will review the Customer's Service Level and engage with the Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within fourteen (14) days of request.

Container access: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge City-approved Rates for such service. A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Contamination: Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 5.2 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 5.2 of this Agreement.

B.2 SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW in Contractor-provided Green Containers not less than one (1) time per week from Multi-Family and Commercial Customers and shall Transport all SSGCOW to the Approved Organic Waste Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. SSGCOW Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll in Gray Container Collection service at no additional charge to Customer or at City-approved Rates.

Containers: Carts, Bins, Drop Boxes

Container Sizes: Sizes described in Rate Sheets included in Section B.4.
Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer's Service Level.

Container Type: Single compartment

Service Frequency: For Carts, one (1) time per week for each Customer. If the Customer requires more frequent service, Contractor shall provide the Customer with a larger container that only requires service one (1) time per week. The Contractor shall provide the specific Collection frequency within this range as requested by Customer and as shown on Rate Sheets in Section B.4.

Service Location: Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge an additional City-approved Rate if the service location is greater than ten (10) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provide on-Premises service at no additional charge for Multi-Family Customers with two (2) or more dwelling units.

Acceptable Materials: SSGCOW (including Yard Trimmings and Food Waste)

Prohibited Materials: Materials designated as acceptable Source Separated Recyclable Materials, materials designated for the Gray Container, Excluded Waste

Other Requirements: New Service: Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new SSGCOW Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers received de minimis waivers or physical space waivers.

Service Level Assessment: If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer's needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the City. The City will review the Customer's Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within fourteen (14) days of request.

Size requirements: SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.

Container access: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and shall charge the City -approved Rates for such service. A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle

and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Contamination: Contractor may refuse to Collect a Green Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 5.2 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 5.2 of this Agreement.

B.3 Gray Container Waste Collection (Gray Container Collection)

Contractor shall Collect Gray Container Waste placed in Contractor-provided Gray Containers not less than one (1) time per week from Multi-Family and Commercial Customers and Transport all Gray Container Waste to the Approved Disposal Facility for Disposal. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: Sizes described in Rate Sheets included in Section B.4.

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer's Service Level.

Container Type: Single compartment

Service Frequency: For Carts, one (1) time per week for each Customer. If the Customer requires more frequent service, Contractor shall provide the Customer with a larger container that only requires service one (1) time per week. The Contractor shall provide the specific Collection frequency within this range as requested by Customer and as shown on Rate Sheets in Section B.4.

Service Location: Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge additional City-approved Rates if the service location is greater than ten (10) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provide on-Premises service at no additional charge for Multi-Family Customers with two (2) or more dwelling units.

Acceptable Materials: Gray Container Waste

Prohibited Materials: Materials designated as acceptable Source Separated Recyclable Materials, materials designated as acceptable SSGCOW, Excluded Waste

Additional Service: Special pick-ups: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at a City-approved Rate.

Other Requirements: New service: Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers.

Service Level Assessment: If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer's needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the City. The City will review the Customer's Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within fourteen (14) days of request.

Container access: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the City -approved Rates for such service. A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

B.4 Multi-Family Dwelling, Commercial and Industrial Rates

Service Rates Multi-family and Commercial							
Effective 07/01/2022							
Collection Frequency							
Service	1/week	2/week	3/week	4/week	5/week	Flat Cost	Billing Frequency
Multi-Family Dwelling and Commercial Trash (Includes 96-gal Recycling and 96-gal Organics)							
32-Gallon Cart	\$39.99						per month
64-Gallon Cart	\$79.96						per month
96-Gallon Cart	\$119.95						per month
1 CY Bin	\$240.78	\$343.06	\$456.69				per month
1.5 CY Bin	\$322.90	\$507.96	\$666.03				per month
2 CY Bin	\$416.68	\$679.08	\$882.14	\$1,144.37	\$1,264.10		per month
3 CY Bin	\$488.97	\$868.85	\$1,248.50	\$1,628.32	\$2,008.13		per month
4 CY Bin	\$761.88	\$1,367.78	\$1,746.70	\$2,352.14	\$2,957.91		per month
2 CY Compactor	\$678.17	\$1,171.41					per month
3 CY Compactor	\$739.41	\$1,233.50					per month
4 CY Compactor	\$874.20	\$1,659.80					per month
Multi-Family Dwelling and Commercial Recycling Only							
96-Gallon Cart	\$59.97						per month
1 CY Bin	\$120.39	\$171.53	\$228.34				per month
1.5 CY Bin	\$161.45	\$253.98	\$333.02				per month
2 CY Bin	\$208.34	\$339.54	\$441.07	\$572.18	\$632.05		per month
3 CY Bin	\$244.48	\$434.43	\$624.25	\$814.16	\$1,004.07		per month
4 CY Bin	\$380.94	\$683.89	\$873.35	\$1,176.07	\$1,478.95		per month
2 CY Compactor	\$339.90	\$585.71					per month
3 CY Compactor	\$369.71	\$616.75					per month
4 CY Compactor	\$437.10	\$829.90					per month
Multi-Family Dwelling and Commercial Organics Only							
96-Gallon Cart	\$89.96						per month
1 CY Bin	\$180.59	\$257.30	\$342.52				per month
1.5 CY Bin	\$242.18	\$380.97	\$499.52				per month
2 CY Bin	\$312.51	\$509.31	\$661.61	\$858.27	\$948.07		per month
3 CY Bin	\$366.73	\$651.64	\$936.37	\$1,221.24	\$1,506.10		per month
4 CY Bin	\$571.41	\$1,025.84	\$1,310.03	\$1,764.10	\$2,218.43		per month
Temporary Services							
Special Pick-up up to 3-cubic yards						\$150.00	per occurrence
Additional Standby and Loading Time						\$55.00	per hour
Temporary Bins							
3 Cubic Yard Temporary Bin Delivery, Removal, and up to 7 days rental						\$195.00	per occurrence
3 Cubic Yard Temporary Bin - each additional pick up						\$95.00	per occurrence
4 Cubic Yard Temporary Bin Delivery, Removal, and up to 7 days rental						\$275.00	per occurrence
4 Cubic Yard Temporary Bin - each additional pick up						\$145.00	per occurrence

B.4 Multi-Family Dwelling, Commercial and Industrial Rates (continued)

Service Rates Multi-family and Commercial							
Effective 07/01/2022							
Service	Collection Frequency					Flat Cost	Billing Frequency
	1/week	2/week	3/week	4/week	5/week		
Other Services							
Locking Bin, Lock on Gate						\$12.50	per occurrence
Trip Charge/Dry Run						\$125.00	per occurrence
Delivery Charge						\$85.00	per occurrence
Delivery Charge Commercial Carts						\$45.00	per occurrence
Roll-Off Containers							
10 CY container per pull						\$425.00	per pull + disposal & FF
20 CY container per pull						\$425.00	per pull + disposal & FF
30 CY container per pull						\$425.00	per pull + disposal & FF
40 CY container per pull						\$425.00	per pull + disposal & FF
Additional Services							
Cart Contamination Fee (First time warning, no charge)						\$30.00	per occurrence
Bin Contamination Fee (First time warning, no charge)						\$125.00	per occurrence
Exchange - Cart. One free each year						\$65.00	per occurrence
Exchange -Bin. One free each year						\$150.00	per occurrence
Compactor Cleaning (2, 3, & 4 cy)						\$450.00	per occurrence
Container Cleaning						\$225.00	per occurrence
Overflowing Cart Fee						\$10.00	per occurrence
Overflowing Bin Fee						\$38.60	per occurrence per 1/2 yard
Locking Bar Installation with Lock/Key						\$125.00	per occurrence
Replacement Key						\$15.00	per occurrence
Pal Out Charge Container						\$95.00	per occurrence
Per Day Temp Bin Rent after 7 days						\$15.00	per occurrence
Roll off Compactor Charge per Pull (20 & 30 cy)						\$525.00	per pull + disposal & FF
Roll off Relocation						\$50.00	per occurrence
Return Check Fee						\$25.00	per occurrence
Late Fee/Finance Charge						1.5%	per month

Exhibit C – Other Special Services

C.1 Emergency Services Rates

EMERGENCY-RELATED DEBRIS DISPOSAL AT UKIAH TRANSFER STATION OR REDWOOD WASTE SOLUTIONS TRANSFER FACILITIES				
	<i>Tier 1</i>	<i>Tier 2</i>	<i>Tier 3</i>	<i>Tier 4</i>
Tons per Day (TPD)	1 - 100	101 - 200	201 - 500	501 +
After Hours Daily Fee*	\$ 1,500.00	\$ 1,000.00	\$ 750.00	\$ -
<i>* after 4:00pm weekdays and on weekends/holidays</i>				
Tip Fees per Ton				
<i>Concrete</i>	posted gate rate	posted gate rate	posted gate rate	posted gate rate
<i>C&D mixed</i>	posted gate rate	posted gate rate	posted gate rate	posted gate rate
<i>Vegetative</i>	posted gate rate	posted gate rate	posted gate rate	posted gate rate
<i>White Goods</i>	posted gate rate	posted gate rate	posted gate rate	posted gate rate
<i>Metal/Vehicles</i>	no charge	no charge	no charge	no charge
<i>Non-Recyclable Disaster Debris</i>	posted MSW rate	posted MSW rate	posted MSW rate	posted MSW rate
Tip fees include equipment, operators, mobilization and de-mobilization of personnel and equipment, traffic control, security, fuel, disposal fees, and all on-going costs associated with disaster debris reduction, recycling and disposal. No unpermitted material or special waste (e.g. ash) accepted at transfer stations/facilities.				

EMERGENCY-RELATED ROLL OFF BINS - AFTER HOURS	
After 4pm weekdays or on weekends/holidays	\$120.00 per pull in addition to current debris box rates

SKID STEERS FOR EMERGENCY RELATED OPERATIONS	
Daily Rental Rate (including operator)	\$760.00 per day

Exhibit D – Processing, Transfer, and Disposal Services

In the event the City does not provide the Contractor a Designated Facility, Contractor shall select and arrange for Discarded Materials to be transported to Approved Facilities for Transfer, Processing, and/or Disposal in accordance with this Exhibit. The Approved Facilities shall comply with the standards specified in this Exhibit and with all applicable State statutes, including, but not limited to, AB 901, AB 939, SB 1016, AB 341, AB 1594, AB 1826, and SB 1383, and corresponding regulations. In the event the City does not provide the Contractor a Designated Facility, if the Contractor does not own or operate one or more Approved Facilities, Contractor shall enter into an agreement with the owner or Facility operator of such Approved Facility(ies). Such agreement shall ensure compliance with all applicable standards, statutes and regulations listed above.

D.1 General Requirements

- A. **Overview.** Contractor agrees to Transport Discarded Materials it Collects in the City to an appropriate Designated or Approved Facility(ies) for Transfer, Processing, or Disposal, as applicable for each type of Discarded Material. As of the Commencement Date of this Agreement, the Designated or Approved Facilities, which were selected by Contractor and reviewed and approved by the City, are listed in the table on the following page and in the definitions in Article 1 of this Agreement. Contractor will perform all Transfer, Processing, and Disposal services at Approved Facilities in accordance with Applicable Law, standard industry practice, and specifications and other requirements of this Agreement.
- B. **Facility Approval Process.** In the event the City does not provide the Contractor a Designated Facility, Contractor shall submit in writing to City a proposal for an Approved Facility for Transfer, Processing, and/or Disposal of Discarded Materials. In the proposal, Contractor shall include the following information:
- a. Facility's site information, including name and contact information of Operator, SWIS number, and State permit status.
 - b. Current disposal fee charged by the Facility and fee adjustment protocols.
 - c. Facility's capacity to Transport, Process and Dispose of Discarded Materials.
 - d. Assurances of the Facility's compliance with the standards specified in this Exhibit and with all applicable State statutes, including, but not limited to, AB 901, AB 939, SB 1016, AB 341, AB 1594, AB 1826, and SB 1383, and corresponding regulations.

Upon receipt of the written proposal for an Approved Facility from Contractor, City shall have fourteen (14) calendar days to review the proposal and either approve or deny the request in writing.

C. **Facility Capacity Guarantee.** In the event the City does not provide the Contractor a Designated Facility, Contractor shall guarantee sufficient capacity over the remaining Term of this Agreement to Transport, and Process all Source Separated Recyclable Materials, Yard Trimmings, Food Waste, SSGCOW, and C&D Collected under this Agreement and to Transport, and Dispose all Gray Container Waste Collected under this Agreement. Contractor shall cause the Approved Facility(ies) to recover or Process the Discarded Materials as appropriate; market the Source Separated Recyclable Materials, SSGCOW, Yard Trimmings, Food Waste, and C&D recovered from such operations; and Dispose of Residue. Contractor shall cause Approved Facility(ies) for Disposal to Dispose of Gray Container Waste. Contractor shall provide the City, upon request, with documentation demonstrating the availability of such Transport, Processing, and Disposal capacity.

D. **Equipment and Supplies.** In the event the City does not provide the Contractor a Designated Facility, Contractor shall ensure Facility operator equips and operates the Approved Facilities in a manner to fulfill Contractor's obligations under this Agreement, including achieving all applicable standards for records, inspections, investigations, Landfill Disposal reduction, Recycling, recovery, Diversion, Residue amount and content, and final product quality standards.

E. **Facility Permits.** Contractor shall ensure Facility operator keeps all existing permits and approvals necessary for use of the Approved Facility(ies), in full regulatory compliance. Contractor, or Facility operator, shall, upon request, provide copies of permits or other approvals and/or notices of violation of permits to the City.

Designated Facilities

Material Type	Designated Facility (Processing and/or Disposal Facility)
Source Separated Recyclable Materials	<p>Designated Source Separated Recyclable Materials Processing Facility:</p> <p>Willits Solid Waste Transfer Station and Recycling Center, SWIS 23-AA-0038, Solid Waste of Willits, 350 Franklin Avenue, Willits, CA (Until December 3, 2024, which is the current expiration date of the Agreement between the City and Solid Wastes of Willits, Inc., or as otherwise extended by amendment or new agreement)</p>
SSGCOW	<p>Designated Organic Waste Processing Facility:</p> <p>Cold Creek Compost, Inc., SWIS 23-AA-0029, 6000 Potter Valley Road, Potter Valley, CA (Until December 31, 2022, which is the current expiration date of the Agreement between the City and Cold Creek Compost, Inc., or as otherwise extended by amendment or new agreement)</p>
Gray Container Waste	<p>Designated Disposal Facility:</p> <p>Willits Solid Waste Transfer Station and Recycling Center, SWIS 23-AA-0038, Solid Waste of Willits, 350 Franklin Avenue, Willits, CA (Until December 3, 2024 which is the current expiration date of the Agreement between the City and Solid Wastes of Willits, Inc., or as otherwise extended by amendment or new agreement)</p>

F. **Contractor-Initiated Change in Facility(ies).** In the event the City does not provide the Contractor a Designated Facility, Contractor may change its selection of one or more of the Approved Facility(ies) following City's written approval, which may be conditioned on various factors including, but not limited to: the performance of the current versus proposed Facility, the permitting status of and LEA inspection records related to the proposed Facility, the distance of the Facility from the City, and any other factor that may reasonably degrade the value received by the City. If Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to the City fourteen (14) days prior to the desired date to use the Facility and shall obtain the City's written approval prior to use of the Facility. Contractor's compensation and Rates shall not be adjusted for a Contractor-initiated change in Facilities.

- G. Notification of Emergency Conditions.** Each Approved Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. Contractor shall notify the City in accordance with Section 5.7.2 of the Agreement.
- H. Approved Facility Unavailable/Use of Alternative Facility.** If Contractor is unable to use a Designated or Approved Facility due to a sudden unforeseen closure of the Facility or other emergency condition(s) described in this Exhibit, Contractor may use an Alternative Facility provided that the Contractor provides verbal and written notice to the City and receives written approval from the City at least twenty-four (24) hours prior to the use of an Alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure. The Contractor's written notice shall include a description of the reasons the Designated or Approved Facility is not feasible and the period of time Contractor proposes to use the Alternative Facility. As appropriate for the type of Discarded Materials to be delivered to the Alternative Facility, the Alternative Facility shall meet the applicable Facility standards in this Agreement and shall be sent to: (i) an allowable Facility, operation, or "Organic Waste Recovery Activity" as defined in 14 CCR Section 18982(a)(49) and not subsequently used in a manner deemed to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a); (ii) a Transfer Facility; or, (iii) a Disposal Facility. If Contractor is interested in using a Facility or activity not listed above and not specifically identified in 14 CCR Section 18983.1(b), the Contractor shall be responsible for securing the approvals from CalRecycle pursuant to 14 CCR Section 18983.2 that the Facility's Process or technology constitutes a reduction of Landfill Disposal pursuant to 14 CCR Section 18983.1(a) prior to the City's final approval of such Facility or activity.

If any Designated Facility specified in this Exhibit becomes unavailable for use by Contractor for Discarded Materials Collected in the City for a period of more than two (2) days, City may designate an Alternative Facility pursuant to Section 4.4 of this Agreement. The Parties agree that an Designated or Approved Facility shall only be deemed to be "unavailable" if one or more of the following has occurred: (i) a Force Majeure event as described in Article 13 of this Agreement has occurred; (ii) a Facility has lost one or more permits to operate; (iii) a Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. Further, the Parties agree that a Facility shall only be deemed to be "unavailable" if the lack of availability of the Facility is not due to Contractor's negligence, illegal activity, neglect, or willful misconduct. At City's request, Contractor shall research and propose Alternate Facility(ies) for the impacted Discarded Material(s), and shall submit a written analysis and recommendation to the City within seven (7) days concerning the cost for use of Alternative Facility(ies) and any logistical changes that would be required to utilize such Alternative Facility(ies). City and Contractor will discuss the advantages and disadvantages of use of the potential Alternative Facility(ies) and City will designate the approved Alternative Facility(ies). The decision of the City shall be final. The change in Facility shall be treated as City - directed change in scope pursuant to Section 4.4 of this Agreement.

In the event an Approved Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs.

The table listing Approved Facilities in this Exhibit shall be modified accordingly to reflect the new City -Approved Facility(ies).

If Contractor is not the owner of the new Approved Facility, Contractor shall enter into an agreement with the Facility operator of the new Approved Facility to require compliance with the requirements of Section 5.1 of this Agreement and this Exhibit unless City waives one or more requirements.

- I. **Discarded Materials Monitoring/Waste Evaluation Requirements.** Contractor shall conduct material sampling, sorting, and waste evaluations of various material streams as further described in this Exhibit D, Section D.6 to meet or exceed SB 1383 Regulatory requirements.
- J. **Compliance with Applicable Law.** Contractor warrants throughout the Term that any Approved Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with Applicable Law and are in full compliance with Applicable Law.
- K. **Records and Investigations.** Contractor shall maintain accurate records of the quantities of Discard Materials Transported to and Accepted at the Designated or Approved Facility(ies) and shall cooperate with City and any regulatory authority in any audits or investigations of such quantities.
- L. **Inspection and Investigations.** Contractor shall ensure an authorized City employee or agent shall be allowed to enter each Approved Facility during normal working hours in order to conduct inspections and investigations in order to examine Facility operations; Processing activities; contamination monitoring; material sampling and sorting activities, including inspection of end-of-line materials after sorting; and records pertaining to the Facility in order to assess compliance with this Agreement, to understand protocols and results, and conduct investigations, if needed. Contractor shall ensure City or its agent will be permitted to review or copy, or both, any paper, electronic, or other records required by City.

D.2 Processing Standards

- A. **Recovery Required.** Contractor agrees to Transport and deliver all Source Separated Recyclable Materials, SSBCOW, and SSGCOW Collected under this Agreement to a Designated or Approved Facility for Processing as applicable for each material type.

B. Separate Handling Requirements

- 1. Contractor shall keep Source Separated Recyclable Materials, SSBCOW, and SSGCOW separate from each other and separate from other any other material streams.

2. Pursuant to 14 CCR Section 17409.5.6(a)(1), Remnant Organic Material separated from the Gray Container Waste for recovery can be combined with Organic Waste removed from the SSGCOW for recovery once the material from the SSGCOW has gone through the Organic Waste recovery measurement protocol described in 14 CCR Sections 17409.5.4 and 17409.5.5.
3. Pursuant to 14 CCR Section 17409.5.6(b), SSBCOW, SSGCOW, and Organic Waste removed from Mixed Waste for recovery shall be:
 - a. Stored away from other activity areas in specified, clearly identifiable areas as described in the Facility Plan or Transfer/Processing Report (which are defined in 14 CCR); and,
 - b. Removed from the Facility consistent with 14 CCR Section 17410.1 and either:
 - i. Transported only to another Facility or operation for additional Processing, composting, in-vessel digestion, or other recovery as specified in this Exhibit, Section D.2.E; or,
 - ii. Used in a manner approved by local, State, and federal agencies having appropriate jurisdiction.

C. Source Separated Recyclable Materials Processing Standards

Contractor shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

D. SSGCOW Processing Standards

1. In the event the City does not provide the Contractor a Designated Facility, Contractor shall arrange for Processing of all SSGCOW at a Facility that recovers Source Separated Organic Waste and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC). Contractor's compliance with the ADC and AIC prohibition shall occur no later than January 1, 2020, in recognition of AB 1594, under which Yard Trimmings and green material used ADC shall not constitute diversion as of that date.
2. In the event the City does not provide the Contractor a Designated Facility, Contractor shall arrange for SSGCOW Processing at an Approved Organic Waste Processing Facility that meets one or more of the following criteria, and

such Facility or operation is capable of and permitted to accept and recover the types of Organic Wastes included in the SSGCOW:

- a. A “Compostable Material Handling Operation or Facility” as defined in 14 CCR Section 17852(a)(12); small composting facilities that are otherwise excluded from that definition; or Community Composting as defined in 14 CCR Section 18982(a)(8). The compostable materials handling operation or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
 - i. On and after January 1, 2022, less than 20 percent (20%); and,
 - ii. On and after January 1, 2024, less than 10 percent (10%).
- b. An “In-vessel Digestion Operation or Facility” as defined in 14 CCR Section 17896.5. The in-vessel digestion facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
 - i. On and after January 1, 2022, less than 20 percent (20%); and,
 - ii. On and after January 1, 2024, less than 10 percent (10%).
- c. A “Biomass Conversion Operation” as defined in Section 40106 of the California Public Resources Code.
- d. Soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a Landfill, that is defined as a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b)(5).
- e. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).
- f. Lawful use as animal feed, as set forth in California Food and Agricultural Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with 14 CCR Article 1, Section 2675.
- g. Other operations or facilities with processes that reduce short-lived climate pollutants that are approved by the State in accordance with 14 CCR Section 18983.2.

If Contractor is interested in using an operation, Facility, or activity not expressly identified above and not specifically identified in 14 CCR Section 18983.1(b) for SSGCOW Processing, Contractor shall be responsible for securing the necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that the Facility’s Process or technology constitutes a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b)(8) prior to the City’s final approval of such operation, Facility, or activity.

- E. Disposal of Source Separated Recyclable Materials and SSGCOW Prohibited.** With the exception of Processing Residue, Source Separated Recyclable Materials, and SSGCOW collected under this Agreement may not be Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the City.

If for reasons beyond its reasonable control, Contractor believes that it cannot avoid Disposal of the Source Separated Recyclable Materials and SSGCOW Collected in the City, then it shall prepare a written request for City approval to Dispose of such material. Such request shall contain the basis for Contractor's belief (including, but not limited to, supporting documentation), describe the Contractor's efforts to arrange for the Processing of such material, the period required for such Disposal, and any additional information supporting the Contractor's request.

In addition, the request shall describe the Contractor's proposed interim plans for implementation while the City is evaluating its request. If the City objects to the interim plans, the City shall provide written notice to the Contractor and request an alternative arrangement. The City shall consider the Contractor's request and inform Contractor in writing of its decision within fourteen (14) days. Depending on the nature of the Contractor's request, City may extend the fourteen (14) day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Contractor.

D.3 Gray Container Waste Disposal Standards

- A. Disposal of Gray Container Waste Collected.** Contractor shall Transport all Gray Container Waste Collected under this Agreement to a Designated or Approved Disposal Facility.
- B. Disposal at Approved Facility.** Contractor shall not Dispose of Gray Container Waste or Residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.
- C. Disposal Services.** In the event the City does not provide the Contractor a Designated Facility, Contractor shall provide Disposal services at an Approved Disposal Facility that include, but are not limited to:
1. Operating, managing, and maintaining the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement, and compaction of daily cover, and if applicable, Alternative Daily Cover, Alternative Intermediate Cover, and final cover; management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration;
 2. Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations, closure, post-closure, and environmental monitoring; and,

3. Operating, maintaining, and managing leachate and Landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required facility elements.

D.4 Weighing of Discarded Materials

- A. **Maintenance and Operation.** This Section D.4 applies to motor vehicle scales used at the Approved Facilities. Approved Facilities shall be equipped with one or more State-certified motor vehicle scales in accordance with Applicable Law. Upon request, Contractor shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) days of City's request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection vehicles Transporting Discarded Materials and all Transfer vehicles Transporting materials to another site. Contractor shall arrange for Facility operator to provide City with access to weighing information at all reasonable times with 36-hour notice and permission from facility operator, and copies thereof within three (3) Business Days following the City's request. Exceptions to weighing requirements are specified in this Exhibit, Section D.4.G.
- B. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) days prior to the Commencement Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Contractor to Transport Discarded Materials to Designated or Approved Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Contractor's, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) days of a City request, and shall retare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.
- C. **Substitute Scales.** If any scale at a Designated or Approved Facility is inoperable, being tested, or otherwise unavailable, Contractor shall use reasonable business efforts to weigh vehicles on certified operating scale(s).
- D. **Estimates.** Pending substitution of portable scales or during power outages, Facility operator shall estimate the Tonnage of the Discarded Materials Transported to and accepted at the Approved Facilities by utilizing the arithmetic average of each vehicle's recorded Tons of Discarded Materials delivered on its preceding three (3) deliveries.

During any period of time the scales are out of service, Facility operator shall continue to record all information required by this Exhibit, Section D.4, for each delivery of Discarded Materials to the Approved Facilities and each load of material Transferred to another Approved Facility(ies).

- E. **Weighing Standards and Procedures.** At the Designated or Approved Facilities, Contractor shall ensure all vehicles delivering Discarded Materials are weighed and inbound weights recorded when the vehicles arrive at the Facility.
- F. **Records.** Contractor shall maintain scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights (or tare weights) of vehicles, vehicle identification number, jurisdiction of origin of materials delivered, and type of material.
- G. **Exceptions to Weighing Requirements.** If a Designated or Approved Facility does not have motor vehicle scales to weigh Contractor's vehicles and Discarded Materials delivered to the Facility, Contractor shall obtain a receipt for delivery of the Discarded Materials that identifies the date and time of delivery, the type of material delivered, and the vehicle number. Contractor or Facility operator shall estimate the Tonnage of material delivered for each load based on the volumetric capacity of the vehicle and material density factors (e.g., pounds per cubic yard) approved by or designated by the City.
- H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall ensure Facility Operator will make those videos available for City review during the Approved Facilities' operating hours, upon request of the City, and provide the name of the driver of any particular load if available.

D.5 Excluded Waste

- A. **Inspection.** Contractor will use standard industry practices to detect Excluded Waste and will not knowingly transport Excluded Waste to Designated or Approved Facility(ies).
- B. **Excluded Waste Handling and Costs.** Contractor will arrange for or provide handling, Transportation, and delivery to a Recycling, incineration, or a Disposal facility permitted in accordance with Applicable Law of all Excluded Waste detected at the Designated or Approved Facility(ies). Contractor is solely responsible for making those arrangements or provisions and all costs thereof. Nothing in this Agreement will excuse the Contractor from the responsibility of handling Excluded Wastes that Contractor inadvertently accepts in a lawful manner and of arranging for the disposition of that Excluded Waste in accordance with Applicable Law.

D.6 Discarded Materials Evaluations at Approved Facilities

- A. **General.** Contractor shall conduct the following "evaluations" at Designated or Approved Facilities if required by Applicable Law referenced below:
 - 1. Gray Container Waste Evaluations.

If applicable pursuant to 14 CCR Section 17409.5.7, Contractor shall conduct waste evaluations of Gray Container Waste at the Approved Processing Facilities that receives Gray Container Waste in accordance with 14 CCR

17409.5.7.

2. Organic Waste Recovery Efficiency Evaluations. If applicable pursuant to 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8, Contractor shall conduct waste evaluations at Approved Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8.
3. Evaluation of Organic Waste in Residuals. If applicable pursuant to 14 CCR Sections 17409.5.3, 17409.5.5, 17867, and/or 17896.44.1, Contractor shall conduct compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in accordance with 14 CCR Sections 17409.5.3 (transfer/processor for Mixed Waste), 17409.5.5 (transfer/processor for SSGCOW/SSBCOW), 17867 (Compost operations and facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

B. Record Keeping and Reporting. For the evaluations described above, Contractor shall maintain all records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3; 14 CCR Division 7, Chapter 3.1, Article 8; and 14 CCR Division 7, Chapter 3.2, Article 4; and, 14 CCR Sections 18815.5 and 18815.7, as applicable. Contractor shall report this information to the City on a monthly basis in accordance with Exhibit H.

C. Scheduling of Evaluations. Contractor shall schedule evaluations during normal working hours. Contractor shall provide City notice of its intent to conduct evaluations at the Designated or Approved Facility(ies) at least ten (10) days in advance of the evaluations.

D. Observance of Study by City and/or CalRecycle. Contractor acknowledges that, upon request, a representative of the City, the LEA, and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations described in this Exhibit, Section D.6.A, conducted at the Designated or Approved Facility(ies).

Exhibit E – Public Education and Community Outreach Programs

Education and Outreach Plan

Redwood Waste Solutions (RWS) recognizes that increasing recycling and diversion participation, and minimizing contamination, are key goals of the City. This should be an important measure of success for the new contractor. To that end, RWS intends that education efforts will be at the forefront of our customer contacts, whether it be during a customer call or web inquiry, a contact at a waste audit or community event, or at a school or civic group presentation.

In order to achieve City goals, we will utilize the following tools to outreach to customers:

- Provide waste audits and technical assistance to meet recycling and waste diversion goals
- Develop graphic based and bilingual signage
- Assure proper signage is in place on containers
- Residential route audits for service verification
- Perform curbside material inspection to distribute positive or educational cart tags
- Conduct onsite visits to MFD and Commercial accounts
- Promote mandatory commercial recycling and organics programs such as AB 341, AB 1826 and SB 1383
- Twice per year bilingual newsletters to promote services and reinforce recycling messages
- Develop and maintain social media tools to outreach to customers who sign up for service and recycling reminders
- Bill inserts promoting upcoming holiday schedule or special collections
- Company website to reinforce waste diversion opportunities and requirements as well as providing rate information, services offered, and the ability to communicate inquiries and service changes to the Company
- Presentations to schools, civic and business groups
- Tracking customer contacts and changes in service, areas of concern, and positive outcomes
- Coordinate with staff to identify City priorities

Our Diversion Coordinator will work in tandem to encourage waste reduction and recycling, reduce contamination and increase diversion in the City.

Waste Diversion Coordinator

RWS will hire a Waste Diversion Coordinator (Coordinator) to fulfill the obligations under the City's Franchise Agreement. The Coordinator will work collaboratively with the City, as well as the Mendocino Solid Waste Management Authority, to assure consistent messaging and mutual program support in achieving diversion goals.

The Coordinator will be responsible for:

- Implementing transition education activities and materials
- Spearheading innovative and comprehensive recycling, waste reduction and contamination management programs throughout the City including written materials, social media management, waste audits, and community outreach
- Collaborating with customers and route personnel to provide appropriate service levels, and to address contamination or other service issues in a timely manner
- Tracking outreach efforts to measure success of outreach campaigns, and to develop the most effective strategies for each sector to achieve diversion goals
- Production of educational and outreach printed materials
- Waste assessments
- Regular visits to commercial and multifamily accounts
- Presentations to City staff, civic organizations and schools
- Directing tours of Company facilities
- Preparation of reports to the City
- Answering customer inquiries regarding recycling and waste diversion
- Monitoring market trends and new opportunities for waste diversion
- Advising on compliance with current and proposed regulations

At the start date, the Coordinator will begin outreach to all multifamily complexes, businesses, schools, and facilities in both jurisdictions. Introductory materials will be provided and will also be posted on the Company website for easy download.

Pursuant to the Collection Services Agreement, the Coordinator will meet monthly with City staff over the course of the 1st year of service to review diversion efforts, program performance and customer service communications.

Our Diversion Coordinator will educate and work with the various categories of service recipient as follows:

➤ **Single Family**

- Prepare a simple menu of service options to allow SFD customers to right-size their cart selection to maximize both diversion and savings
- Distribute bilingual outreach materials that identify collection options, on-call services and diversion strategies available in print and on online. Additional information may include Bulky Item collection, cart exchange and other special services per the terms of each jurisdiction’s Franchise Agreement
- Provide clear and frequent education about contamination in recyclable material and organic waste with an emphasis on compliance over immediate enforcement & stiff penalties
- Targeted campaigns about desirables in the blue and green cans (what TO put in the can) using direct mail, bill inserts, newsletter, websites, social media, advertising, cart hangers, etc.
- Targeted campaigns about undesirables in blue and green cans (e.g. top “offenders” as what NOT to put in the can) using direct mail, bill inserts, newsletter, websites, social media, advertising, cart hangers, etc.
- “Guide to Diversion” online at NAMETBD.com and in print

➤ **Multi-Family and Commercial**

- Prepare a simple menu of service options to allow MFD customers to right-size their bin and cart selection in order to maximize both diversion and savings
- Aggressive education campaign about contamination for property owners and managers that detail Best Management Practices around waste reduction to meet the City’s diversion goals
- Site visits & stakeholder meetings (e.g. property managers, tenants, etc.) to advise appropriate personnel on methods to increase recycling and decreasing landfilling as well as recommendations to reduce contamination of Recyclable Material and Organic Waste
- Communication via door-to-door outreach, direct mail, bill inserts, newsletters, website, social media, advertising, cart hangers, posters, signage, etc. designed specifically for tenants
- Targeted campaigns about desirables in the blue and green cans (what TO put in the can).
- Targeted campaigns about undesirables in blue and green cans (e.g. top “offenders” as what NOT to put in the can)
- “Guide to Diversion” online at RedwoodRecycles.com and in print

City Interface

- Educate City staff at standing meetings about regulatory compliance concerning AB 341, AB 1826, AB 1594 and SB 1383 as well as proposed legislation that may impact City operations or services
- Site visits to City offices and yards to advise appropriate personnel on methods to increase recycling and decreasing landfilling as well as recommendations to reduce contamination of Recyclable Material and Organic Waste
- Aggressive education campaign about contamination for City management and staff that detail Best Management Practices around waste reduction to meet the City's diversion goals
- Provide educational materials focused on increased recycling and decreasing landfilling

Other Outreach Activities and Tools

➤ **New Customer Welcome**

RWS will mail customer packets to new accounts that sign up for service during the course of the Agreement. It will include a copy of the current newsletter, recycling guide, information about available services including explaining the environmental and cost benefits of recycling, and customer service contact information.

In addition, recycling information will be provided to multifamily and commercial property managers for distribution to new tenants, including a sample "contract" that managers can use as a model to encourage buy-in to the recycling and waste diversion programs offered.

➤ **Newsletters and Annual Notices**

RWS will publish and mail two (2) bilingual newsletters each year during the life of the jurisdiction's Franchise Agreement. Newsletters will be structured around a "spring" and "fall" schedule and will include pertinent information about rates, services (regular or special), and contact information. Recycling participation will be emphasized and include "how to" guides, as well as clear descriptions of what materials are prohibited in recycling carts or bins.

Redwood Waste Solutions will publish and mail an Annual Collection Notice that outlines the services available to each service category, as well as a

recycling guide, and customer service contact information. This notice may be included as an insert in the regular newsletter.

Newsletters will be subject to the City's approval as appropriate.

Outreach Materials

In addition to regular communications via mail, collateral materials help further drive messaging and could include:

- Bilingual fliers/posters for commercial businesses to direct diversion
- Bilingual cart hangers that thank and congratulate customers for proper recycling
- Bilingual cart and bin labels with clear images for diversion
- Bilingual cart hangers that explains what improvements are necessary to reduce contamination
- Bilingual cart hangers that notify customers of non-collection due to contamination
- Bilingual mini-guides specifically for SFD, MFD and COM service recipients
- Bilingual coloring & activity books for schools, community events, etc.
- Print and digital ads in City news sources specific to events or recycling requests

Outreach materials will be subject to the City's approval as appropriate.

Website/Social Media/Digital Tools

Multiple mediums are required to communicate with the public about services, recycling and diversion. RWS is proud to offer an interactive, mobile-friendly, **cloud-based diversion tool** for the City at RedwoodRecycles.com. Community members are often confused and frustrated by the lack of consistent, clear information regarding what is recyclable and what is not. Keeping information simple, accessible and consistent is the key to desired customer choices in generating and disposing of waste.

This online tool and is a solution that will help the City move towards meeting established State waste diversion goals. In addition to being able to quickly search any item to learn which bin it goes in, users can sign up for collection reminders as well as a monthly e-newsletter. Tech-savvy customers won't have to wait for a quarterly newsletter for community cleanup information and won't have to call customer service to determine how to dispose of a light bulb. Most importantly, Redwood Waste Solutions and the City can take a proactive approach to diversion using responsive, modern technology.

Additionally, the Company will utilize jurisdiction-specific Company social media platforms such as Facebook to “promote” posts that provide recycling tips, offer diversion opportunities to City residents and businesses, promote various services offered, stress keeping waste stream free of contamination, and fun facts about recycling and relevant environmental topics.

Site Visits

➤ Multifamily (MFD)

During the course of the Agreement, the Coordinator will work with property managers and tenants to establish successful recycling programs and work to implement mandated recycling programs. Site visits may include:

- Assessing and installing proper signage
- Recommending any needed service changes
- Working with property manager to meet implement mandatory recycling and food waste programs
- Developing “tool kit” for managers to alert tenants about recycling program and expectations
- Performing annual waste audits and service level evaluation
- Obtaining unit addresses for residents in order to direct mail newsletters and recycling promotional materials to tenants
- Directing and door-to-door contact with all multifamily accounts
- Establishing program to engage youth at the complex where possible to get buy-in to recycling programs and to reinforce messaging they receive at school
- Identifying one or more “champions” to help monitor the progress of programs as they are implemented, and who can report quickly if there are problems or needed service changes
- Working with managers to identify optimal sizes and placement for food scrap collection program to meet requirements of AB 1826

➤ Commercial

Redwood Waste Solutions will conduct regular site visits to each commercial account, and will work with business owners and property managers to encourage that commercial tenants understand and comply with recycling programs and mandates.

- New signups will receive site visits from the Coordinator
- Direct and door-to-door contact with all commercial accounts

- Work with property managers for support in educating tenants with shared service
- Annual waste audits and service level evaluation
- Assess and recommend proper signage
- Work with property manager to meet implement mandatory recycling and food waste programs
- Make recommendations for appropriate indoor containers to make it easier to recycle than to discard

City Outreach

The Waste Diversion Coordinator (Coordinator) will perform the following tasks:

- Annual waste audits and service level evaluation
- Identify City staff to champion increased participation in recycling and waste reduction programs
- Provide updates on current and pending legislation, how it affects City residents and businesses, and how that information will be incorporated into education and outreach efforts to City service recipients
- Work with City management to recognize and reward employees that change behaviors and increase personal recycling
- During outreach visits, the Coordinator will track information in order to implement service level changes and customize education efforts, as well as to provide a means for evaluating effectiveness of outreach efforts

Community Outreach

The Waste Diversion Coordinator will staff public information tables periodically at City and community gatherings such as Zero Waste Events, Visit Fort Bragg Street Fairs, Paul Bunyan Days, National Night Out, and selected Earth Day events.

Company personnel will be available to make presentations to jurisdictions' staff, schools and civic organizations (e.g. Rotary Clubs), business associations (e.g. Chambers of Commerce) and Mobile Home Parks. Tours of Company facilities will be available as well.

Diversion Campaign

Various communication methods and physical materials would be employed throughout the campaign. This campaign is a critical component in preparation for a contamination prevention and enforcement effort.

➤ **Contamination Control – Curbside Feedback**

It is well understood that in today's environment, recycling Processors are demanding cleaner loads from collectors. Recyclables that have excess contaminants are subject to rejection by Processors and rejected loads are costly to reprocess.

RWS intends to implement an aggressive education campaign that includes direct outreach staff, drivers, and customer service staff. To that end, RWS will perform annual route audits and container inspections with MFD and Commercial as part of standard outreach efforts over the first four years of the Agreement.

Routes or accounts with regular contamination will be targeted for additional outreach. Route drivers will be alerted to pay special attention to those accounts, and to both tag bins or carts, and to alert customer service and outreach staff who will follow up with a call and/or visit to the customer.

The following outlines the enforcement structure for contamination, however during the first six months, contaminated carts or bins will not be removed so as to provide ample opportunity to communicate expectations with customers.

- **Residential (SFD)**

If contamination appears to be a problem across multiple residential accounts on a route, RWS will deploy route auditors to walk routes prior to collection. These auditors will “tag” contaminated cans in advance of the arrival of the collection truck and a notice tag will be left with the customer. In the case of repeated contamination, a route supervisor will call the customer to discuss the situation.

In addition, residential collection vehicles will be outfitted with cameras in the hopper that will help drivers identify addresses and routes with contamination. Customers will receive a phone call from customer service when contamination is observed, and will be subject to additional scrutiny on subsequent collection days.

For SFD accounts, on the 1st instance where contamination is found in recycling and/or organics' carts, collection will be made and an “Oops! Tag” (Notice) will be left on the cart. The Notice will indicate the type of contaminants found. Customer Service will follow-up with a phone call to the customer. Customer Service will also mail or email an educational brochure to the customer, and will refer the customer to the Waste Diversion Coordinator as appropriate.

After three (3) instances of courtesy pickup notices, collection will not be made and a contamination processing fee will be assessed. A Notice will be left on the cart indicating the contaminants found and the amount of fee assessed. Customer

Service will contact the customer by phone, mail a second educational brochure and notify the City of the account(s) in its monthly report.

During the transition period, and for six months following assumption of service, Contractor shall not assess contamination processing fees so as to provide ample opportunity to communicate expectations to customers.

- **Commercial and Multifamily Accounts (COM & MFD)**

Route drivers will alert the Waste Diversion Coordinator (Coordinator) of commercial accounts with ongoing contamination issues. In addition, as part of regular outreach efforts to commercial and multifamily accounts, the Coordinator will conduct regular audits of collection containers. Where contamination is identified, an aggressive outreach effort will be initiated. Where there are multiple commercial tenants with shared service, waste audits will be utilized to identify the source of the contamination, and appropriate education efforts will be conducted, including contacting the property manager(s), and offering training to onsite staff, or door-to-door outreach as appropriate.

Where COM or MFD customers pay directly for their own collection service, the same penalty structure as SFD customers will apply.

COM or MFD accounts with shared service will be resolved on a case by case basis, but subject to the same penalty structure as outlined in SFD above.

The Coordinator will directly contact multifamily and commercial account managers or owners when contamination is observed.

After three (3) instances of courtesy pickup notices, collection will not be made and a contamination processing fee will be assessed. A Notice will be left on the cart indicating the contaminants found and the amount of fee assessed. Customer Service will contact the customer by phone, mail a second educational brochure and notify the City of the account(s) in its monthly report.

During the transition period, and for six months following assumption of service, Contractor shall not assess contamination processing fees so as to provide ample opportunity to communicate expectations to customers.

Exhibit F – Fort Bragg Solid Waste Refuse Collection Area Map



1 inch = 2,000 feet

Fort Bragg City Limits/Solid Waste Franchise Area



Exhibit G – Schedule for Liquidated Damages

City may assess Liquidated Damages pursuant to this Agreement if Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit.

COLLECTION RELIABILITY

	Event of Non-Performance	Liquidated Damage
1	Maintain Collection Services. For each failure over five (5) during any rate period to Collect from all Customers on a route on the scheduled day (unless non-collection was warranted pursuant to this Agreement).	\$25/Container
2	Start New Customer. For each failure over five (5) during Rate Period to commence service to a new Customer within seven (7) calendar days after order received and account number established.	\$150/event
3	Missed Pick-Ups. For each failure over fifteen (15) during Rate Period to Collect Solid waste or Recyclable Materials which has been properly set out for Collection by a Customer on a scheduled Collection day.	\$150/event
4	Consecutive Missed Pick-ups. For each failure to Collect Solid Waste, Organic Waste, or Recyclable Materials which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pick-ups.	\$150/event

COLLECTION QUALITY

	Event of Non-Performance	Liquidated Damage
5	Leaks, Litter, or Spills. For each occurrence over five (5) during the Rate Period of unreasonable leaks, litter, or spills of Solid Waste, Organic Waste, or Recyclable Materials near Container or on public streets and failure to pick up or clean up such material immediately.	\$300/event
6	Improper Container Placement. For each occurrence over twelve (12) during the Rate Period of failure to replace Containers in original position, upright, with lids attached to or on Carts or Bins.	\$150/event
7	Care of Private Property. For each failure over twenty-four (24) during the Rate Period of not closing a Customer’s gate, crossing planted areas, or damaging private property (including private vehicles)	\$300/event

	Event of Non-Performance	Liquidated Damage
8	Repair of Private Property. For each occurrence over five (5) during the Rate Period of failure to repair damage to property within thirty (30) days of the date the damage was reported.	\$250/event
9	Unauthorized Collection or Sweeping Hours. For each occurrence over five (5) during the Rate Period of Collecting Solid Waste, Organic Waste, and Recyclable Materials during unauthorized hours.	\$300/event
10	Excessive Noise. For each occurrence over twelve (12) during the Rate Period of excessive noise.	\$300/event
11	Non-Collection Tags. For each failure over twelve (12) during the Rate Period of not tagging Containers which have not been Collected explaining the reason for non-Collection.	\$150/event
12	Cleaning Collection Vehicles. For each occurrence over five (5) during the Rate Period of failure to clean Collection vehicles at least one time per week.	\$150/event
13	Discourteous Behavior. For each occurrence of discourteous behavior by Collection vehicle personnel, Customer service personnel, or other employees of the Contractor	\$500/event
14	Injuries to Others. For each incident of personal injury to a Person requiring medical treatment or hospitalization, where the negligence of the Contractor or its personnel was a contributing factor to the injury.	\$5,000/incident

CUSTOMER SERVICE RESPONSIVENESS

	Event of Non-Performance	Liquidated Damage
15	Call Responsiveness. For each failure to answer the telephone during business hours specified in the Agreement or failure for answering machine to record call during non-business hours specified in the Agreement.	\$300/event
16	30-Second Call Hold Time. Failure to answer 90 percent of calls received during office hours within thirty (30) seconds.	\$1,000/quarter
17	3-Minute Call Hold Time. Failure to answer 100 percent of calls received during office hours within three (3) minutes.	\$1,000/quarter
18	After-Hours Call Returns. Failure to return 100 percent of calls received on Grantee's answering machine before noon of the following business day.	\$1,000/quarter
19	Compliant Level. Failure to maintain Compliant level below 0.005% where the percent is calculated equal to the number of complaints divided by the total service opportunities (the total residential stops and commercial lifts performed in the reporting period).	\$1,000/quarter

	Event of Non-Performance	Liquidated Damage
20	Respond to Compliant or Service Request. For each failure to inform Customer, within one business day of receipt of the compliant or service request of the action Contractor will take to remedy a complaint or to respond to a service request.	\$300/event
21	Resolve Complaint or Service Request. For each failure to resolve or remedy a complaint or service request within five business days of receipt of complaint or service request with the exception of missed pick-ups which are addressed below.	\$300/event
22	Collection of Missed Pick-Ups. For each failure to Collect missed Containers within twenty-five (25) hours of receipt of the complaint.	\$300/event

REPORTING

	Event of Non-Performance	Liquidated Damage
23	Monthly Reports. Failure to submit monthly report in the timeframe specified in this Agreement.	\$100/day report is overdue
24	Annual Reports. Failure to submit annual reports in the timeframe specified in this Agreement.	\$300/day report is overdue
25	Report Hazardous Waste. For each failure to notify the appropriate authorities of known reportable quantities or Hazardous Waste within one business day.	\$500/event
26	Failure to Submit Reports or Allow Access to Records. For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines an errant or incomplete report more than ten (10) Business Days after submittal by Contractor, Contractor shall be given ten (10) Business Days to complete and correct and any pending Liquidated Damages shall be tolled during that period.	\$100/event

PUBLIC EDUCATION

	Event of Non-Performance	Liquidated Damage
27	Failure to prepare and distribute to resident's door hanger, flyer, or mailer to Customers regarding their specific Collection day and observed Holidays	\$150/day for each day until mailer is sent
28	Failure to conduct community presentations targeted at residents	\$150/event

	Event of Non-Performance	Liquidated Damage
29	Failure to prepare and mail quarterly newsletter to all residents by the end of each quarter	\$150/day for each day until mailer is sent
30	Failure to develop outreach program for individual Commercial sectors	\$150/day
31	Failure to prepare and during Rate Period update a recycling resource guide	\$150/day

SB 1383 COMPLIANCE

	Event of Non-Performance	Liquidated Damage
32	Failure to Perform Contamination Monitoring Requirements. Option 1: For each failure to conduct Hauler Route contamination monitoring in accordance with Section 5.2 of this Agreement. Option 2: For each failure to conduct waste evaluations in accordance with Section 5.2 of this Agreement.	\$500/event
33	Failure to Comply with Container Labeling and Colors. For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to Section 6.9 of this Agreement.	\$100/container
34	Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to Section D.6 of Exhibit D, and/or other inspection required by this Agreement.	\$100/event
35	Failure to Issue Contamination Notices. For each failure of Contractor Collection personnel to issue contamination notices and contamination Processing fee notices and maintain documentation of issuance as required by Section 5.2 of this Agreement.	\$100/event

OTHER

	Event of Non-Performance	Liquidated Damage
36	Disposal of Organic Waste or Recyclables. For each ton of Organic Waste or Recyclable Materials Disposed of without written approval of the City.	\$250/ton
37	Use of Unauthorized Facilities. For each ton of Solid Waste, Organic Waste, or Recyclable Materials Disposed or Processed at a facility not approved for use under the provisions of this Agreement.	\$250/ton
38	Failure of Other Obligations. Failure to perform any of the obligations set forth in this Agreement not specifically stated above	\$150/for each obligation per day

	Event of Non-Performance	Liquidated Damage
	and not corrected or proceeding in good faith to correct within twenty-four (24) hours upon twenty-four (24) hour notification by City.	until obligation is performed.

Exhibit H – Record Keeping and Reporting

H.1 General

Contractor shall maintain such accounting, statistical, and other records related to its performance under this Agreement as shall be necessary to develop the reports required by this Agreement or City Code. Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Discarded Materials Collection, Processing, and Disposal program management needs of the City. At the written direction or approval of City, the records and reports to be maintained and provided by Contractor in accordance with this Exhibit and other Articles of the Agreement may be adjusted in number, format, and frequency, if required to comply with State or federal regulatory or reporting requirements.

Information from Contractor's records and reports can be used to, among other things:

- Determine and set Rates and evaluate the financial efficacy of operations;
- Evaluate past and expected progress toward achieving the Contractor's Diversion goals and objectives;
- Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law;
- Determine needs for adjustment to programs;
- Evaluate Customer service and Complaints; and,
- Determine Customer compliance with AB 341, AB 1826, and SB 1383 statutes and corresponding regulations; and, any subsequent State-mandated Landfill Disposal reduction, Recycling, recovery, or Diversion statutes, regulations, or other requirements.

H.2 Record Keeping

A. **General.** Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting required by this Agreement and Applicable Law and to demonstrate compliance with this Agreement and Applicable Law (such as, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations).

Record keeping and reporting requirements specified in this Agreement shall not be considered a comprehensive list of reporting requirements. In particular, this Exhibit H is intended to highlight the general nature of records and reports and their minimum

content and is not meant to comprehensively define the scope and content of the records and reports that Contractor is required to maintain and report by Applicable Law or this Agreement. Upon written direction or approval of City, the records and reports required by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

Contractor shall maintain adequate records, and corresponding documentation, of information required by Sections H.3 and H.4 of this Exhibit, such that the Contractor is able to produce accurate monthly and annual reports, and is able to provide records to verify such reports. Contractor will make these records available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations; and, other current or future federal, State, or local statutes and regulations, as amended. Upon request by the City, Contractor shall provide access to Contractor's requested records in a timely manner, not to exceed ten (10) Business Days from the time of City's request to Contractor.

- B. Record Retention and Security.** Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, pursuant to this Exhibit. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. Unless otherwise required in this Exhibit, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination.

Records and data shall be in chronological and organized form and readily and easily interpreted. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

- C. Maintenance of Financial and Operational Records.** Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data related to and showing the basis for computation of all costs associated with providing services. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

- D. **CERCLA Defense Records.** City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, the City regards its ability to prove where Solid Waste collected are taken for transfer or disposal, as well as where they are not taken, to be matters of concern. Contractor shall maintain, retain and preserve records which can establish where Solid Waste collected were disposed (and therefore establish where they were not). This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.
- E. **Compilation of Information for State Law Purposes.** Contractor shall maintain accurate records for its operation, including, but not limited to, Discarded Materials quantities Collected and quantities Transported to or Transferred to each Approved/Designated Facility, listed separately by material type, Customer type, and Facility. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Contractor will make these records available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, and SB 1383 statutes and corresponding regulations; and, other current or future local, federal or State statutes and regulations, as amended.

H.3 Audits and Inspection by City

At a mutually agreed upon time during normal business hours, but within seven (7) work days of a written request, Contractor shall make available to the City for examination at reasonable locations within the City the Contractor's data and records with respect to the matters covered by this Agreement and the City Code. Contractor shall permit the City, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make audits of all data relating to all matters covered by this Agreement and the City Code. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years following the City's receipt of final payment under this Agreement unless the City agrees in writing to an earlier disposition. The City or its designee, shall maintain the confidentiality of the Contractor's Customer list and other proprietary information, to the extent allowed by law.

H.4 Reporting

H.4.1 General

- A. **General Purpose.** Reports are intended to compile recorded data into useful forms of information that can be used by the City. All reports shall be adequate to meet City's current and future reporting requirements to CalRecycle, including AB 939, AB 341, AB 1826, and SB 1383 statutes and corresponding regulations, or any other State or federal agency statutes and regulations throughout the Term of this Agreement.
- B. **Failure to Report.** Failure of Contractor to comply with the reporting requirements as set forth in this Section may result in an assessment of Liquidated Damages in accordance with the Liquidated Damages provision in Section 11.9 of this Agreement and Exhibit G. Contractor's repeated failure to submit reports, and/or failure to submit reports on time, may be deemed an event of default which must be cured within fourteen (14) business days or may result in the termination of the Agreement at the discretion of the City, in accordance with Article 11 of this Agreement.
- C. **Submittal Process.** All reports shall be submitted to the City. Reports shall be submitted electronically via email or uploaded to a document sharing platform agreed upon by the Parties. City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a City-selected web-based software platform, at the Contractor's expense.

Monthly reports shall be submitted within thirty (30) days after the end of the reporting month and annual reports shall be submitted within sixty (60) days after the end of the reporting year. If third party information is unavailable, reports shall be submitted based on information available and reports shall be amended at a later date if additional information is received.

H.4.2 Monthly Reports

Monthly reports shall be submitted by Contractor to City and shall include the following information pertaining to the most recently completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. Tonnage Report

1. Contractor shall report the total quantities in Tons of Discarded Materials Collected, Transferred, Processed, and Disposed by the Contractor, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocols in Section D.4 of Exhibit D. Tonnage shall be reported separately by:
 - a. Material type, which shall include, at a minimum, separate reporting of Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and any other type of Discarded Material separately Collected by Contractor (including, but not limited to: Bulky Items, used oil, mixed C&D, dirt, rock, metals, cardboard, wood waste, Reusable Items, Salvageable Materials, etc.);
 - b. Customer/sector type; and,
 - c. Approved Facility and Facility type.
2. Report Residue level and Tonnage for all Discarded Materials processed, listed separately by material type Collected and Approved Facility(ies) used.
3. Source Separated Recyclable Materials Tonnage Marketed, by commodity, and including average commodity value for each, and Processing Residue Tonnage Disposed, listed separately by material type Collected and Approved Facility(ies) used.
4. Documentation of all Discarded Materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.
5. Tonnage Collected by month separately for each Approved C&D Project Site and other data as it relates to the C&D services described in Exhibit D.

B. Diversion Report

Contractor shall report the Diversion rate for each month and the cumulative year-to-date Diversion rate, where Diversion rate shall be calculated as follows:

$$\text{Diversion Rate} = \frac{\text{Total Tons of Source Separated Materials}}{\text{Total Tons of Solid Waste Disposed} + \text{Total Tons of Source Separated Materials} + \text{Total Tons of other Recyclable Materials Processed}}$$

C. Collection and Subscription Report

1. Number of Containers at each Service Level by Customer Type and program, including:
 - a. A summary of the total gallons of Cart service, cubic yards of Bin service, and pulls; and cubic yards or Tons of Drop Box and Compactor service by

Customer Type.

- b. Calculation of the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.
2. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Cart, Bin, and Roll-Off Service Level listed separately for Single-Family, Multi-Family, and Commercial and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
3. List of all Commercial and Multi-Family Customers with a Gray Container Waste Service Level of two (2) cubic yards of service capacity per week or more. Such list shall include each such Customer's service address and Gray Container Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels.
6. The total number of de minimis waivers, physical space constraint waivers, and Collection frequency waivers granted in the month, including the Generator name and address for each waiver.
7. The number of waiver reverifications performed by the Contractor pursuant to Section 5.6.5 of this Agreement in the month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: the Generator's name, address, and Generator type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide a summary of recommendations to the City of all waivers which the Contractor concludes to no longer be warranted.
8. Number of Bulky Item/Reusable Materials Collection events by Customer Type.

D. Contamination Monitoring Report

Option 1: Hauler Route Reviews

The Contractor shall submit the following information regarding contamination monitoring Hauler Route reviews conducted pursuant to Section 5.2 of this Agreement:

1. The number of Hauler Route reviews conducted pursuant to Section 5.2 of this Agreement;
2. Description of the Contractor's process for determining the level of contamination;
3. Summary report of non-Collection notices, courtesy Collection notices, and/or

contamination processing fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address.

4. A record of each inspection and contamination incident, which shall include, at a minimum:
 - a. Name of the Customer
 - b. Address of the Customer
 - c. The date the contaminated Container was observed
 - d. The staff who conducted the inspection
 - e. The total number of violations found and a description of what action was taken for each
 - f. Copies of all notices issued to Generators with Prohibited Container Contaminants
 - g. Any photographic documentation or supporting evidence.
5. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;
6. A list of all Customers assessed contamination Processing fees, pursuant to Section 6.2 of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination Processing fee, and the total number of instances contamination Processing fees were assessed in the month and the total amount of fees collected in the month.
7. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

Option 2: Waste Evaluations

The Contractor shall submit the following information regarding waste evaluations conducted pursuant to Section 5.2 of this Agreement:

1. A description of the Contractor's process for conducting waste evaluations.
2. Documentation of the results of the waste evaluation studies, including information on and the number of targeted Hauler Route reviews conducted as a result of the waste evaluations. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were collected, and number of Generators on those Hauler Routes; the source sector (Customer type) of the material (Single-Family, Multi-

Family, or Commercial); number of samples collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and, any photographic documentation taken or other physical evidence gathered during the process

3. Copies of all notices issued to Generators with Prohibited Container Contaminants.
4. Documentation of the number of loads or Containers where the contents were Disposed due to observation of Prohibited Container Contaminants, including the total weight of material disposed, and proof of consent from the City to dispose of such material if given in a form other than this Agreement.
5. Any other information reasonably requested by the City, or specified in contamination monitoring provisions of this Agreement.

E. Customer Service Report

1. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for service information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims). These complaints and inquiries shall be documented and reported separately from SB 1383 Regulatory non-compliance complaints or other regulatory non-compliance complaints.
2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City during the current report period to total missed Collections in the City in past reporting periods.
3. Number of new service requests for each Customer type and requested service(s).
4. Contractor shall maintain a record of all SB 1383 Regulatory non-compliance complaints and responses pursuant to Section 5.9 of this Agreement and submit the following information:
 - a. Total number of complaints received and total number of complaints investigated
 - b. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:
 - i. The complaint as received;
 - ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;
 - ii. The identity of the alleged violator, if known;
 - iii. A description of the alleged violation; including location(s) and all

- other relevant facts known to the complainant;
 - iv. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,
 - v. The identity of any witnesses, if known.
- c. Copies of all complaint reports submitted to the City, pursuant to Section 5.9.1 of this Agreement.
- d. Copies of all investigation reports submitted to the City pursuant to Section 5.9.2 of this Agreement, which shall include at a minimum:
- i. The complaint as received;
 - ii. The date the Contractor investigated the complaint;
 - iii. Documentation of the findings of the investigation;
 - iv. Any photographic or other evidence collected during the investigation; and,
 - v. Contractor's recommendation to the City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation.

F. Generator Waivers

Contractor shall provide a report that documents each Generator waiver request reviewed by Contractor, which are required by Section 5.6. Identify in the report the Generator name and service address, the type of waiver requested, the status of the waiver (accepted, denied, pending), and other information reasonably requested by the City.

G. Education Program Report

The monthly status of activities identified in the annual public education plan described in Section 5.3 of this Agreement.

H. Discarded Materials Evaluation Reports

In accordance with this Exhibit, Contractor shall provide reports of evaluations of Discarded Materials conducted at Approved Facilities.

H.4.3 Annual Reports

In addition to the monthly reporting requirements in this Exhibit H, Section H.4.2, the Contractor shall provide an Annual Report, covering the most recently-completed

calendar year, in accordance with the format and submittal requirements of this Exhibit. The Annual Report shall include the information in the following subsections.

A. Collection and Subscription Report

1. A summary of all data provided in the Tonnage report and Diversion report sections, including quarterly and annual totals and averages.
2. The type(s) of Collection service(s) provided, a list of all Hauler Routes serviced, and a record of the addresses served on each Hauler Route.
3. A summary of Customer subscription data, including the number of accounts; the total number of Generators enrolled with Contractor for service, listed separately by service level and Container type (Cart, Bin, and Roll-Off service), separately by Single-Family, Multi-Family, and Commercial Customers, and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
4. A detailed list of Single-Family, Multi-Family, and Commercial Customer information, including Gray Container Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels, Customer type, and Customer service addresses reflecting Customer Service Levels as of December 1 (for the year in which the report is submitted)

B. Processing Facility Report

1. Temporary Equipment or Operations Failure: If the Contractor is granted a processing facility temporary equipment or operational failure waiver, in accordance with Section 5.7 of the Agreement, the Contractor shall include the following documents and information:
 - a. The number of days the Processing Facility temporary equipment waiver or operation failure waiver was in effect;
 - b. Copies of any notifications sent to the City pursuant to Section 5.7.2 of the Agreement, and copies of City notices to Contractor pursuant to Section 5.7.2 of the Agreement;
 - c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,
 - d. A record of the tons of Organic Waste, Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste redirected to an Alternative Facility or Disposed at an Approved Disposal Facility as a result of the waiver, recorded by Collection vehicle or transfer vehicle number/load, date, and weight.

2. Quarantined Organic Waste: A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill, pursuant to Section 5.7.4 of the Agreement.

C. Public Education and Outreach Report

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 5.3 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
4. A copy of electronic media, including the dates posted of: social media posts, e-mail communications, or other electronic messages.
5. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
7. The annual public education plan required by Section 5.3 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2022 annual report in February 2023 shall include Contractor submittal of the annual public education plan for calendar year 2023.
8. Contractor shall maintain a record of all technical assistance efforts conducted pursuant to Section 5.3 of the Agreement, including:
 - a. The name and address of the Customer/Generator receiving technical assistance, and account number, if applicable.
 - b. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.
 - c. A copy of any written or electronic educational materials distributed during the technical assistance process.

D. Compliance Monitoring and Enforcement Report

1. A summary of the total number of SB 1383 Regulatory non-compliance complaints that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints, in accordance with Section 5.9 of the Agreement and Exhibit H, Section H.4.2.D.
2. The total number of Hauler Route reviews conducted pursuant to Section 5.2 of the Agreement.
3. The number of inspections conducted by type for Commercial Edible Food Generators, and Commercial Businesses.
4. A copy of written or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted pursuant to Section 5.2 of the Agreement.
5. The number of Commercial Businesses that were included in a compliance review performed by the Contractor, and the number of violations found and corrected through compliance reviews, if different from the number reported in subsections D.6 and D.7 of this Section; including a list with each Generator's name or account name, address, and Generator type.
6. The total number of Notices of Violation issued, categorized by type of Generator.
7. The number of violations that were resolved, categorized by type of Generator.
8. Copies of all Notices of Violation and educational materials issued to non-compliant Generators.

E. Food Recovery Program Support

1. The total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the City.

F. Vehicle and Equipment Inventory

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, and model year.

G. Customer Revenue and City Fee Payment Report

Provide a statement detailing gross receipts from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid in accordance with Article 8 of this Agreement. Provide a list of Customers that are forty five (45) or more days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent;

and method(s) the Contractor has used to attempt collection of the bad debt, including date of such attempt(s).

H. Annual Financial Report

Contractor shall maintain accounting records specific to the Fort Bragg Franchise Area, separate from activities in other counties and separate from activities in the unincorporated area of Mendocino County and other cities within Mendocino County.

Contractor shall, at its own expense, be required to annually provide the Department with a copy of a compiled financial statement, beginning the first full fiscal year for which Contractor maintained Franchise specific record keeping. The financial statement shall be prepared by a certified public accountant.

The annual financial statement must include, but is not limited to an Income Statement for the Franchised Area within the City of Fort Bragg. The Income Statement should disclose revenue by line of business and expenses by line of business and detail expense descriptions.

In addition, the Contractor shall make available to the City, or its designee, upon request:

1. Supporting documentation to determine the reasonableness of revenues (e.g., average number of monthly residential, industrial, and commercial Customers and average monthly rates for each type of Customer service).
2. Supporting documentation (invoices and descriptive schedules) for major expense line items including but not limited to depreciation, salaries, repair and maintenance, equipment rental, and Disposal expense.
3. Supporting documentation for all transactions with affiliated companies.
4. Any other information specifically related to the Agreement, which is reasonably required by City staff for review of rate adjustment requests.

In the event of the failure of the Contractor to provide any such report, the Department may employ a qualified accountant or consultant or City staff to prepare the report, and the Contractor shall be liable for and pay the associated costs and expenses of the accountant or City staff.

I. Annual Operations Report

The Contractor shall submit a written annual report, in a form approved by the Department, including but not limited to:

1. Information as required pursuant to Section H.4.2, summarized for the preceding four quarters.
2. Identification of severe market depressions for Recyclable Materials and contingency plans for such events in the future.
3. Summary assessment of the overall Solid Waste, Recyclable Material, and Organic Waste programs from Contractor's perspective, including but not limited to, (i) highlights of significant accomplishments, (ii) problems, and (iii) recommendations and plans to improve the programs.
4. A revenue statement, showing quarterly Franchise Fee payments and a summary of corresponding quarterly revenue.
5. Contractor shall report any events of non-compliance with any provisions of the Mendocino City Code, state and federal law, regulatory orders, and regulations imposed by other regulatory agencies, and the conditions contained in the Agreement during the prior 12-month period.

H.4.4 Additional Reports

- A. **Upon Incident Reporting.** City reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City, which shall not to exceed ten (10) days.
- B. **AB 901 Reporting.** At City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.
- C. **CALGreen Code Compliance.** Contractor shall maintain records of any information or documentation required to demonstrate compliance with the California Green Building Standards Code (CALGreen Code). City may request that this information be included in the monthly or annual report(s), as it pertains to the services provided under this Agreement. City shall notify the Contractor of this request within ten (10) Business Days prior to the submittal deadline of the monthly and/annual report where the information is to be included.
- D. **Facility Capacity Planning Information.** City may require Contractor to provide City with information of available Organic Waste Processing capacity for any Approved Processing Facilities, where available capacity may include identification of monthly Tons of additional Organic Waste such Approved Facilities have the ability to receive within permitted limits. Contractor shall respond to City within 60 days of City's request for information regarding available new or expanded capacity, and, at City's option,

may be required to submit reports on a more regular basis. The annual Facility capacity planning report shall comply with the following:

1. Include reports of current throughput and permitted capacity and available capacity for SSBCOW and SSGCOW Processing for any Approved Facility in the City that processes SSBCOW and/or SSGCOW. Existing capacity may include identification of monthly Tons of additional Source Separated Recyclable Materials, SSGCOW, SSBCOW, and/or Gray Container Waste capacity such Facility has the ability to receive within permitted limits.
2. Include description of potential new or expanded Processing capacity at Approved Facilities, operations, and activities for Processing of SSBCOW and/or Organic Materials, including information about throughput and permitted capacity necessary for planning purposes.
3. Be submitted using a form or format approved by the City.

E. Disclosure Statement

Contractor shall file a disclosure statement which contains the following information:

1. A listing of all Sub Contractors to this Agreement (including the name, address, and social security or tax identification number of the Sub Contractor);
2. A listing of all felony convictions or pleas of nolo contendere of the Contractor or Sub Contractor by final judgment in any state or federal court within the preceding three years;
3. A listing of any instances in which a permit or contract held by the Contractor or Sub Contractor was terminated by a final judgment in any state or federal court within the preceding three years;
4. A listing of all final adjudications finding the Contractor or Sub Contractor in contempt of any state or federal court order enforcing any state and federal law within the preceding three years;
5. A listing of all final convictions or pleas of nolo contendere of the Contractor or Sub Contractor, under state or local laws governing safety of operations, compliance with environmental and other franchise requirements in the City, whether misdemeanors or infractions.

If the Contractor or Sub Contractor is a chartered lending institution or a publicly held company or a wholly-owned subsidiary of such a company required to file annual or quarterly reports under the Securities and Exchange Act of 1934, the Contractor or Sub Contractor may provide the above required information by submitting quarterly or annual reports for the preceding three years. If these reports are incomplete or if they fail to contain the information requested in items 1, 2, 3, 4, and 5 herein, the

Contractor or Sub Contractor shall make such information available to City. The City may also require, at Contractor's expense, preparation and submittal of a Dunn and Bradstreet, or comparable, report.

If Contractor or Sub Contractor has filed a disclosure statement, it shall file a supplemental disclosure statement only to the extent that its status or events differ from those covered by the original disclosure statement.

- F. **Customized Reports.** City reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain.

H.4.5 Reporting Requirements

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City. Contractor will provide a certification statement, under penalty of perjury, by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.

Monthly reports shall be submitted within thirty (30) days after the end of the reporting month and annual reports shall be submitted within sixty (60) days after the end of the reporting year. If third party information is unavailable, reports shall be submitted based on information available and reports shall be amended at a later date if additional information is received.

Unless otherwise approved by City, Contractor shall submit all reports to:

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

H.4.6 False or Misleading Representations

Any materially false or misleading statement or representation made knowingly by the Contractor in such report shall be deemed a material breach of the Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under the Agreement or otherwise.

Exhibit I – Performance Bond

In accordance with Section 10.3 of this Agreement, a performance bond or letter of credit is required from the Contractor within thirty (30) calendar days from the date the City Council approves this Franchise Agreement. The performance bond shall be in an amount of Two Hundred Fifty Thousand Dollars (\$250,000).