

### **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, May 8, 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: May 8, 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/89934287212 Or Telephone: +1 669 444 9171 or +1 720 707 2699 (\*6 mute/unmute; \*9 raise hand)

Webinar ID: 899 3428 7212

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.** <u>23-136</u> Approve Minutes of April 24, 2023

Attachments: CCM20230424

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

### 7. PUBLIC HEARING

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

### 8. CONDUCT OF BUSINESS

**8A.** 23-135 Receive Report and Consider Adoption of City Council Resolution Approving

Second Contract Amendment with SHN Consulting Engineers & Geologists, Inc. for Construction Support Services for the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project and Authorizing the City Manager to Execute Amendment (Total Contract Amount Not to Exceed

\$55,460)

Attachments: 05082023 SHN 2nd Amd Staff Report

Att 1 - RESO SHN PFI Contract Amendment 2

Att 2 - SHN PFI Care Facility Contract

Att 3 - SHN PFI Facility 1st Amd

Att 4 - SHN PFI Care Facility 2nd Amd

Att 5 - SHN PFI Care Facility Proposed Amend. 2 Exhibit A

**8B.** 23-132 Receive Report and Consider Adoption of Municipal Improvement District No.

1 Resolution Approving Budget Amendment 2022/23-19 for the Pudding Creek Sewer Force Main Relocation Project (Amount Not to Exceed \$400,000.00,

Account No. 716-7005-0731)

Attachments: 05082023 Force Main Relocation Staff Report

Att 1 - RESO Force Main Project
Att 2 - Exhibit A Budget Amendment

Att 3 - Caltrans Award Recommendation

**8C.** 23-137 Receive Report and Provide Direction Regarding Replacement of Decorative

Signal Poles at North Main Street and Laurel Street

Attachments: 05082023 Decorative Signal Poles

**8D.** 23-140 Receive Report and Consider Adopting the City Council Americans with

Disabilities Act ("ADA") Accommodation Request Policy for Meetings Subject

to the Brown Act.

Attachments: 05082023 ADA Staff Report

ATT 1 - RESO ADA

ATT 2 - Administrative Regulation ADA Accommodation Policy

ATT 3 - ADA Request Form

Public Comment -- 5 8 2023 CC mtg., Item No. 8D, Meeting Accommodations

### 9. CLOSED SESSION

**9A.** 23-142 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

Initiation of litigation pursuant to paragraph (4) subdivision (d) of Gov. Code

Section 54956.9: 9 (two cases).

Attachments: public comment 9a

9B. 23-141 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) subdivision (d) of

Gov. Code Section 54956.9: Claim of Jacob Patterson (#2023-08).

Attachments: claim

Public Comment -- 5823 CC Mtg. Item No. 9B

public comment 9b

### 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, MAY 22, 2023

STATE OF CALIFORNIA	)
	)ss.
COUNTY OF MENDOCINO	)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case May 4, 2023.

Cristal Munoz Administrative Analyst

### **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 Fort Bragg, CA 95437 Phone: (707) 961-2823 Fax: (707) 961-2802

### **Text File**

File Number: 23-136

Agenda Date: 5/8/2023 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Minutes

Agenda Number: 5A.

Approve Minutes of April 24, 2023



### **City of Fort Bragg**

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# 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, April 24, 2023

6:00 PM

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

### **CALL TO ORDER**

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

### PLEDGE OF ALLEGIANCE

**ROLL CALL** 

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

### **AGENDA REVIEW**

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

**1A.** 23-125 Recognize Outgoing Planning Commissioner Stanley Miklose

Mayor Norvell recognized outgoing Planning Commissioner Stanley Miklose (May 2014 - March 2023) for his long standing dedication. Councilmember Lindy Peters presented former Mayor Dave Turner the City plaque who accepted it on behalf of Mr. Miklose. Mr. Turner shared some words written by Mr. Miklose.

**1B.** 23-134 Presentation of Proclamation Declaring May 1 - 7, 2023 as Rhododendron Week

Mayor Norvell presented a Proclamation declaring May 1-7, 2023 as Rhododendron Week to LeeAnn Dixon of the local Noyo Chapter of the American Rhododendron Society.

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

- (1) Marcy Synder and Jay McMartin Rosenquist.
- (2) Jacob Patterson
- (3) Closed N/A

### 3. STAFF COMMENTS

None.

### 4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters reported that he and City Manager Ducey will be meeting with Dr. Miller on his suggestions and to explore some of his ideas. He also noted that on June 2nd that the military base located in North Carolina will be changing its name to Fort Liberty from Fort Bragg. He stated that we should be prepared for pressure from the outside media. Councilmember Rafanan reported she went on a ride along with Officer Frank and she attended the special School Board meeting about the hoax school shooting. Vice Mayor Godeke thanked the Noyo Food Forest for their Earth Day celebration. He also recently attended a meeting with Mendocino Solid Waste Management Authority and they will be organizing household hazardous waste pick up on the coast. Councilmember Albin-Smith announced she attended the Quarterly Merchant Meeting on the 15th and that the Visit Fort Bragg Committee will be hosting a Summer Kickoff party on the first Friday in June. She also stated she was at Salt Point recently and is worried about the significant amount of dead trees on the coast that can lead to fire danger.

### 5. CONSENT CALENDAR

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

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

**5A.** 23-131 Adopt City Council Resolution of the Fort Bragg City Council Opposing State Initiative 21-0042A1, the Taxpayer Protection And Government Accountability Act

This Resolution was adopted on the Consent Calendar.

Adopt City Council Resolution Approving Budget Amendment 2022/23-20 and Authorizing the City Manager to Execute Contract Amendment with Precision Wireless for the Procurement and Installation of One (1) Additional Police Patrol Upfit Kit (Amount Not To Exceed \$108,229.60)

This Resolution was adopted on the Consent Calendar.

**5C.** 23-121 Adopt City Council Resolution Adopting a List of Projects for Fiscal Year 2023-24 Funded by SB 1: the Road Repair and Accountability Act of 2017

This Resolution was adopted on the Consent Calendar.

**5D.** 23-123 Approve the Establishment of Human Resources Manager Mid-Management Classification, Establishing Salary Rate Compensation Plan and Confirming All City of Fort Bragg Established Classifications

This Resolution was adopted on the Consent Calendar.

**5E.** 23-127 Approve Letter in Support of Larry Spring Museum's Redwood Time Project

**Grant Submittal** 

This Council Letter was approved on the Consent Calendar.

**5F.** 23-129 Adopt City Council Resolution Approving a Side Letter Agreement Between the City of Fort Bragg and the Fort Bragg Police Association and Authorizing

City Manager to Execute Same

This Resolution was adopted on the Consent Calendar.

**5G.** <u>23-128</u> Approve Minutes of April 10, 2023

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

**8A.** 23-133 Nomination and Appointment of Planning Commissioner to Serve on the Fort Bragg Planning Commission and Swearing In of New Commissioner

Councilmember Peters nominated Richard Neils to the Fort Bragg Planning Commission to replace outgoing Commissioner Stanley Miklose, giving his background and summarizing his resume.

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Mayor Norvell, that the Appointment of Richard Neils to the Fort Bragg Planning Commission be approved. The motion carried by the following vote:

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

8B. 23-095

Adopt City Council Resolution Approving Budget Amendment to the FY 2022-23 Budget (Budget Amendment No. 2023-17) Adding Funds to the Police Department Support Services Funds

Cheif Cervenka presented the staff report on this agenda item. The Opioid grant will fund one staffperson on the Care Response Unit (CRU). In addition, this grant will provide a full time Success Coach that will provide youth who are currently using or are at a risk of having substance use disorder with wrap around support and resources. Public Comment: None.

<u>Discussion</u>: There was some discussion that this program along with another agency will provide more robust mental health support to our community and will make sure not to duplicate services. That need is there for this kind of referral program and this project will help remove barriers and provide opportunities to help youth.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, 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

**8C.** <u>22-623</u>

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-18 and Awarding Professional Services Agreement to Palni, Inc. for Engineering and Design Services Related to Municipal Broadband Infrastructure, Associated Project Management and Technical Assistance, Approving Budget Amendment 2023-18 and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$335,800.00; Account No. 426-4875-0310)

Special Projects Manager Sarah McCormick presented the staff report on this agenda item. Public Comment: None.

<u>Discussion:</u> There was some discussion and some councilmembers expressed appreciation to get this project started.

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

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

**8D.** 23-130

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022/23-21 and Authorizing City Manager to Execute Contract with Net Guardians for Procurement and Installation of a Camera System for the Police Department, City Hall, Water Treatment Plant, and Wastewater Treatment Plant (Amount not to exceed \$104,709.69; Account No. 167-4215-0381,710-4712-0353, 521-4394-0351 and 610-4612-0351)

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

<u>Public Comment:</u> Jay McMartin Rosenquist and Jacob Patterson

Discussion: There was some discussion and some clarification questions were asked.

A motion was made by Councilmember Albin-Smith, 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

### 9. CLOSED SESSION

### **ADJOURNMENT**

Mayor Norvell adjourned the meeting at 7:11 PM.

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



## **City of Fort Bragg**

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### **Text File**

File Number: 23-135

Agenda Date: 5/8/2023 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Second Contract Amendment with SHN Consulting Engineers & Geologists, Inc. for Construction Support Services for the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project and Authorizing the City Manager to Execute Amendment (Total Contract Amount Not to Exceed \$55,460)

Project site issues and construction delays have postponed the estimated completion date from January 31, 2023 to May 31, 2023, thereby increasing the hours and cost required for construction support and grant administration support services.





AGENCY: City Council
MEETING DATE: May 8, 2023
DEPARTMENT: Public Works
PRESENTED BY: L. Peterson

EMAIL ADDRESS: <a href="mailto:lpeterson@fortbragg.com">lpeterson@fortbragg.com</a>

### **AGENDA ITEM SUMMARY**

### TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Amendment No. 2 to the Agreement Between the City of Fort Bragg and SHN Consulting Engineers & Geologists, Inc. for Construction Support Services for the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project with Funds through Community Development Block Grant #17-CDBG-12020 and Authorizing City Manager to Execute Same (Amount Not To Exceed: \$55,460; Account No. 333-4869-0631)

### **BACKGROUND:**

In 2017, the City of Fort Bragg (City) was awarded a grant from the California Department of Housing and Community Development's (HCD) Community Development Block Grant (CDBG) Program in the amount of \$3,433,620 for the design, construction, and administration of the Parents and Friends Residential Care Facility for the Elderly. Initially, the project was to include three units, each housing up to four residents. Due to COVID-19 delays and price increases, the construction phase of the project was scaled down to one unit. However, the grant funds were utilized to complete design and infrastructure for all three units; Parents and Friends is actively seeking additional funding to construct the remaining two units.

### **ANALYSIS:**

On April 18, 2022, the City contracted with SHN Consulting Engineers & Geologists, Inc. (Consultant) for construction support and grant administration support in an amount not to exceed \$25,000. On September 27, 2022, the City and Consultant entered into the First Amendment to the contract, increasing the amount to \$50,000, to account for unforeseen site issues and mitigation related to an underground storage tank and contaminated soil.

Construction began on April 25, 2022 with an estimated completion date of January 31, 2023. The estimated completion date is currently May 15, 2023, due to extreme weather causing delay in PG&E connection and therefore delay in construction.

Continued support from the Consultant is necessary in order to see the project through completion of the construction phase. Per the attached document entitled Exhibit A, the cost of this additional work will be \$5,460. If Amendment No. 2 is approved, the total Not To Exceed (NTE) amount of the contract will be \$55,460.

### **RECOMMENDED ACTION:**

Adopt Resolution approving Amendment No. 2 to the Agreement between the City of Fort Bragg and SHN Consulting Engineers & Geologists, Inc. for Construction Support Services

for the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project.

### **ALTERNATIVE ACTION(S):**

Take no action and thereby discontinue construction support and grant administration support services for this project.

### **FISCAL IMPACT:**

There will be no impact to the General Fund. Contract will be fully funded by the Community Development Block Grant General Administration budget for 17-CDBG-12020, Account # 333-4869-0631.

### **GREENHOUSE GAS EMISSIONS IMPACT:**

No significant impact will result from additional professional services.

### **CONSISTENCY:**

This project is consistent with the Housing Element of the City's General Plan:

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

### **IMPLEMENTATION/TIMEFRAMES**:

### **ATTACHMENTS:**

- 1. Resolution
- 2. SHN Consulting Engineers & Geologists, Inc. Contract
- 3. Approved Amendment No. 1
- 4. Proposed Amendment No. 2
- 5. Exhibit A SOW and Estimate for Continued Services

### **NOTIFICATION:**

1. "Notify Me" Subscriber List: CDBG Activities; Affordable Housing

### **RESOLUTION NO. XXXX-2023**

RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING SECOND CONTRACT AMENDMENT WITH SHN CONSULTING
ENGINEERS & GEOLOGISTS, INC. FOR CONSTRUCTION SUPPORT
SERVICES FOR THE PARENTS AND FRIENDS CYPRESS STREET
RESIDENTIAL CARE FACILITY FOR THE ELDERLY PROJECT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT (TOTAL
CONTRACT NTE \$55,460)

WHEREAS, on April 18, 2022, the City of Fort Bragg ("City") entered into a Professional Services Agreement ("Contract") in an amount not to exceed \$25,000 with SHN Consulting Engineers & Geologists, Inc. ("Consultant") for professional services in support of the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project on a time and materials basis; and

**WHEREAS,** on September 27, 2022, the City and Consultant entered into the First Amendment to that Contract, increasing the total contract amount to not to exceed \$50,000; and

**WHEREAS**, the Consultant has demonstrated expertise in construction management and grant administration; and

**WHEREAS**, construction site issues and delays resulting in delayed project completion required Consultant to exceed estimated amount of hours in support of the project; and

**WHEREAS,** the City requires additional and ongoing professional services in construction support and grant administration assistance in order to meet the demand of current workload and provide staff expertise; and

**WHEREAS,** the City desires to change the contract amount from \$50,000 to \$55,460; and

WHEREAS, the costs associated with this contract would be paid through grant funds from the State of California Community Development Block Grant Program ("CDBG") and sufficient funds are budgeted under CDBG Award 17-CDBG-12020; and

**WHEREAS,** per Fort Bragg Municipal Code Section 3.20.050, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve a Second Amendment to the Professional Services Agreement with SHN Consulting Engineers & Geologists, Inc. and authorizes City Manager to Execute Contract (Total Contract Amount Not to Exceed \$55,460).

The above and foregoing Resolution	was introduced by Councilmember
, seconded by Councilmember	, and passed and adopted at a regular
,	ort Bragg held on the 8 <sup>th</sup> day of May, 2023, by
the following vote:	

AYES: NOES: ABSENT: ABSTAIN: RECUSED:		
	BERNIE NORVELL	
	Mayor	
ATTEST:		
June Lemos, MMC City Clerk		

# CITY OF FORT BRAGG PROFESSIONAL SERVICES AGREEMENT WITH SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.

THIS AGREEMENT is made and entered into this 18th day of April, 2022 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., a California corporation, 335 S. Main Street, Willits, California 95490 ("Consultant").

### WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide labor standard and construction support services for the Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) Project, 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. <u>Scope of Work</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Twenty-five Thousand Dollars (\$25,000.00)**.
- 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. <u>Method of Billing</u>. 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 **May 31, 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. <u>Term.</u> This Agreement shall commence on the Effective Date and expire on **August 31, 2023** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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. <u>Endorsements</u>. 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 polices 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. <u>Deductible or Self-Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Finance Technician **Lacy Peterson**, 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 Senior Civil Engineer **Jason Island**, **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. <u>Notices</u>. 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:
Jason Island
SHN Consulting Engineers
335 S. Main St.
Willits, CA 95490-3977
Tel: 707-459-4518

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. <u>Attorneys' Fees</u>. 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. <u>Assignment</u>. 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.

- 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. <u>PERS Eligibility Indemnification</u>. 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. <u>Cooperation</u>. 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. <u>Public Records Act Disclosure</u>. 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. <u>Conflict of Interest</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>No Third Party Beneficiary Rights</u>. 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. <u>Headings</u>. 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. <u>Construction</u>. 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. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Corporate Authority</u>. 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. <u>Use of Recycled Paper Products</u>. 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 David Spaur  Its: City Manager	By: Jason Island Jason Island Its: Senior Civil Engineer
ATTEST:	
By: June Lemos, MMC  575019765198619700s, MMC  City Clerk	
APPROVED AS TO FORM:	
By: keith Collins	
**************************************	
City Attorney	

### **EXHIBIT A**



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com 335 S. Main Street, Willits, CA 95490-3977

Reference: 421008

March 7, 2022

Isaac Whippy City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437

Subject: Parents and Friends, Inc. Residential Care Facility for the Elderly Construction Support Services

Dear Isaac. Whippy:

Thank you for allowing SHN the opportunity to provide this cost proposal for Labor Standard and Construction Support Services for the Parents and Friends, Inc. Residential Care Facility for the Elderly Project.

We anticipate working with Parents and Friends, Inc. (PFI) and The City of Fort Bragg in the services described in the Scope of Work section of this proposal.

### **Overall Project Understanding**

PFI to construct two residential units with connecting pathways and a new parking lot, new street entrance, and off-site improvements within the city limits at 350 Cypress Street. The project construction will require compliance with ADA standards, LID Stormwater Management Standards, City of Fort Bragg Standards, Coastal Development Permit Standards, and Local, State and Federal Labor Standards, as well as any additional special conditions.

### **Scope of Work**

### **Task 1 Grant Administration Assistance**

SHN's scope of work associated with the grant administration assistance, is expected to consist of the following tasks:

- Assist in the oversight of project specific administration as requested.
- Assist with CDBG grant related requirements as requested.
- Review all plans, specifications, contract documents prior to construction start date in order to obtain any needed clarification.
- Attend coordination and progress meetings with the project team, as requested.



Isaac Whippy

### PFI Residential Care Facility for the Elderly Project Proposal

March 7, 2022

Page 2

### **Task 2 Biological Survey Assistance**

SHN will provide:

- Required biological bat survey initial inspection.
- Required bat surveys as outlined in the Coastal Development Permit.

### **Task 3 Labor Standards Compliance Support**

SHN will perform labor compliance support services on an on-call basis. We will perform these services as follows:

- Provide, as requested, on-site inspections to meet required state and federal labor standards requirements.
- Provide, as requested, off-site improvement inspections to meet required state and federal labor standards requirements.
- Complete and provide, as requested, Employee Interviews with required labor classifications.
- Verify classifications and rates for all contractors at the project outset, verify online payroll submissions to the Department of Industrial Relations, assist with Certified Payroll Verifications as needed, and verify compliance with Apprentice requirements.
- Attend requested meetings and conference calls.

### **Task 4 Construction Inspection Services**

SHN will provide the following support services during construction:

- Attend weekly construction meetings, as requested.
- Site visits as required to inspect on-site and off-site improvements to ensure compliance with City standards.

### **Task 4 Assumptions**

Task 4 scope was prepared with the following assumption:

- Construction management is not included.
- Mendocino County will perform inspections on buildings.

### Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in each task. SHN shall be free to adjust budgets between Tasks 1, 2, 3, and 4 as needed, as long as the total fee is not exceeded.

Task 1:	Grant Administration Assistance	\$6,500
Task 2:	Biological Survey Assistance	5,500
Task 3:	Labor Standards Compliance Assistance	7,500
Task 4:	Construction Inspection Services	<u>5,500</u>
<b>Total Not t</b>	\$25,000	

### Schedule

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.



Isaac Whippy

### PFI Residential Care Facility for the Elderly Project Proposal

Jason Asland

March 7, 2022

Page 3

Thank you for this opportunity to submit a proposal for the PFI Residential Care Facility for the Elderly Project. Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

**SHN** 

Jason Island, PE Senior Civil Engineer

JGI:alh

Attachment 1. Fee Schedule





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2022

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 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		CONTACT NAME: Amie Taubman	
Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Conf	rol Services	PHONE (A/C, No, Ext): 800-746-0048	FAX (A/C, No):
P.O. Box 793	ioi ocivioco	E-MAIL ADDRESS: service@vanoppenco2.com	
Teton Village WY 83025		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Beazley - Lloyds 2623/623	
INSURED	SHNCO-1	ınsurer в : RLI Insurance Company	13056
SHN Consulting Engineers & G 812 W. Wabash	eologists, inc.	INSURER C:	
Eureka CA 95501		INSURER D :	
		INSURER E :	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 985901022	REVISION NU	MBFR·

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		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	PSB0008911	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	Υ	Y	PSA0002924	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
В		UMBRELLA LIAB X OCCUR	Υ	Y	PSE0004437	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 5,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED X RETENTION \$ 0						XS of GL/AL/EL	\$
		KERS COMPENSATION EMPLOYERS' LIABILITY		Y	PSW0004950	7/1/2021	7/1/2022	X PER OTH-ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)	II., A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	"Clai	essional Liability ims Made" (Pollution)	Y	Y	ENP 0000232-05	7/1/2021	7/1/2022	Each Claim Each Occurrence Aggregate	\$2,000,000 \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as Additional Insured for General Liability as required by written contract. Coverage shall be primary/non-contributory and a Waiver of Subrogation applies, per contract.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Bragg 416 North Franklin	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Bragg CA 95437	AUTHORIZED REPRESENTATIVE

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PPB 100 12 10

This Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by RLI insurance Company.

### RLI Insurance Company Peoria, Illinois



## RLIPack BUSINESSOWNERS DECLARATIONS

Policy Number:PSB0008911	■ New	[X] Renewal of PSB0008911
Named Insured and Mailing Address: SHN Consulting Engineers & Geologist	Agent/Brok ts, Inc. Van Oppen P.O. Box 79	& Co 2, Inc
812 W. Wabash		ge, WY 83025
Eureka, CA 95501		
Policy Period: From 07-01-2021 To	07-01-2022	
12:01 A.M. Standard Time at your mailing	address shown ab	ove.
Legal Entity: Corporation		
LOCATION SCHEDULE		
Described Premises Address: Refer to RLIPack Schedule of Locations, P	PB 501	
Refer to RLIPack Businessowners Supplen coverage details.	mental Declarations	- Building and Locations Coverages, PPB 111, for
Billing Plan: Direct Bill, 20% Down 9 Inst	tallments	
Audit Frequency: Waived		
Insurance Provided: In return for the pay	yment of the premiu	m and subject to all of the terms of this policy, we agree
with you to provide insurance as stated in	this policy.	
Estimated Premium, excluding Terroris	sm:	
Terrorism Charge:		
Applicable Taxes, Fees, and Surcharge	es:	
TOTAL ESTIMATED PREMIUM, TAXES	, FEES, AND SUR	CHARGES:
Countersigned By Authorized Representa	atius.	Deter
Countersigned by Authorized Represents	ative	Date:
07-07-2021		

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Policy Number: PSB0008911

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number Form Title App	oplicable In
PPB101 07 16 RLIPack BUSINESSOWNERS COVERAGE FORM	
PPB300 06 10 RLIPack ERISA ENDORSEMENT	
PPB301 01 18 RLIPack FOR DESIGN PROFESSIONALS PROPERTY ENHANCEMENT	
PPB302 04 18 RLIPack FOR PROFESSIONALS EQUIPMENT, TOOLS AND	
WATERCRAFT ENDORSEMENT	
PPB303 06 10 RLIPack ASBESTOS EXCLUSION	
PPB304 02 12 RLIPack FOR PROFESSIONALS BLANKET ADDITIONAL INSURED	
ENDORSEMENT	
PPB307 06 10 RLIPack DISCRIMINATION EXCLUSION	
PPB310 06 10 RLIPack LEAD EXCLUSION	
PPB312 09 13 RLIPack FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES	
EXCLUSION	
PPB313 02 12 RLIPack FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED	
ENDORSEMENT	
PPB316 11 13 RLIPack FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT	
PPB318 02 15 RLIPack EQUIPMENT BREAKDOWN ENDORSEMENT	
PPB319 11 10 RLIPack GREEN PROPERTY ENDORSEMENT	
PPB347 02 16 RLIPACK FOR PROFESSIONALS EQUIPMENT & TOOLS SCHEDULE	
PPB352 04 17 LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT	
BP0417 01 10 EMPLOYMENT-RELATED PRACTICES EXCLUSION	
BP0448 07 13 ADDITIONAL INSURED - DESIGNATED PERSON OR	
ORGANIZATION	
BP0498 07 13 EMPLOYEE BENEFITS LIABILITY COVERAGE	
BP0501 07 02 CALCULATION OF PREMIUM	
BP0517 01 06 EXCLUSION - SILICA OR SILICA-RELATED DUST	
BP0541 01 15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION	
OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE	
UNITED STATES	
BP0577 01 06 FUNGI OR BACTERIA EXCLUSION (LIABILITY)	
BP1203 01 10 LOSS PAYABLE CLAUSES	
BP1506 05 14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR	
PERSONAL INFORMATION (PERSONAL AND ADVERTISING INJURY	
ONLY)	
BP0155 07 20 CALIFORNIA CHANGES	
BP0183 11 06 IDAHO CHANGES	
BP0178 03 15 OREGON CHANGES	
ILF0001C 04 16 SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Policy Number: PSB0008911 RLI Insurance Company

Named Insured: SHN Consulting Engineers & Geologists, Inc.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - **b.** In connection with premises owned by or rented to you; or
  - **c.** In connection with "your work" and included within the "product-completed operations hazard".
- **2.** The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- 3. The following is added to SECTION III H.2. Other Insurance COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- 4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Policy Number: PSB0008911 RLI Insurance Company

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. First Aid And Good Samaritan Services
- **B.** Supplementary Payments
- C. Reasonable Force Bodily Injury Or Property Damage
- D. Non-Owned Watercraft
- E. Canoes Or Rowboats
- F. Damage To Premises Rented To You
- G. Aircraft Chartered With Crew
- H. Electronic Data Liability
- I. Who Is An Insured Newly Acquired Or Formed Organizations
- J. Who Is An Insured Unnamed Partnership Or Joint Venture
- K. Additional Insured Owner, Manager Or Lessor Of Premises Or Leased Equipment
- L. Additional Insured State Or Political Subdivisions Permits Related To Premises Or Operations
- M. General Aggregate Limit Per Project Or Per Location
- N. Knowledge And Notice Of Occurrence Or Offense
- O. Amended Bodily Injury Definition
- P. Amended Insured Contract Definition Construction Or Demolition Operations Within 50' Of Railroad
- Q. Amended Personal And Advertising Injury Definition Electronic Material
- **R.** Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

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This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

#### A. First Aid And Good Samaritan Services

## 1. The following is added to **Section II A.1. Business Liability Coverages**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of either the rendering of or failure to render, "First Aid" or "Good Samaritan Services" to any person. For the purposes of this coverage grant, "First Aid" or "Good Samaritan Services" will be deemed to meet the definition of "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of "First Aid" or "Good Samaritan Services" to any one person will be deemed one "occurrence".

- **a.** "First Aid" means initial care for medical attention immediately following a "bodily injury".
- b. "Good Samaritan Services" means medical attention provided in an emergency and for which no remuneration is demanded or received.
- 2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

### **B.** Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs 1.(b) and 1.(d) are deleted and replaced with the following:

- (b) Up to \$2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

## C. Reasonable Force – Bodily Injury Or Property Damage

**Section II B.1.a. Exclusions, Expected Or Intended Injury**, is deleted and 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.

### D. Non-Owned Watercraft

- Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft Subparagraph (2) is deleted and replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) Up to seventy-five (75) feet long; and
    - **(b)** Not being used to carry persons or property for a charge;
- Only as respects to the insurance provided by this provision C. Who Is An Insured is amended to include as an insured any person who, with your express consent uses the watercraft.
- 3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

### E. Canoes Or Rowboats

The following is added to the exceptions contained in Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft:

(6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision C. Who Is An Insured is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

### F. Damage to Premises Rented to You

 The last paragraph of Section II B.1. Exclusions – Applicable To Business Liability Coverage is deleted and replaced by the following:

Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. in SECTION II – LIABILITY do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

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rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

- 2. Section II F.9.a. Liability And Medical Expenses Definitions, is deleted and replaced by the following:
  - 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 water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- **3.** This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

#### G. Aircraft Chartered With Crew

- 1. The following is added to the exceptions contained in Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft:
  - **(6)** Any non-owned aircraft chartered to you with a crew including a pilot.
- 2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

#### H. Electronic Data Liability

**1. Section II B.1.q. Exclusions** is deleted and replaced by the following:

#### g. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate "electronic data". However this exclusion does not apply to "Property Damage".

#### The following definition is added to Section II F. Liability And Medical Expenses Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives,

- cells, data processing devices or any other media which are used with electronically controlled equipment.
- 3. For the purposes of the coverage provided by this endorsement, Section II F. Liability And Medical Expenses Definitions, Paragraph 17. is deleted and replaced by the following:

#### 17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.
- d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

For the purposes of this insurance, "electronic data" is not tangible property.

## I. Who Is An Insured – Newly Acquired Or Formed Organizations

The following is added to **Section II C. Who Is An Insured:** 

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, 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:

- Coverage under this provision is afforded only until the one hundred eightieth (180<sup>th</sup>) day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- **2.** Coverage does not apply for "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- **3.** Coverage does not apply for "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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**4.** This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

## J. Who Is An Insured – Unnamed Partnership Or Joint Venture

 The last paragraph of Section II C. Who Is An Insured is deleted and replaced by the following:

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. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- **a.** That is not shown as a Named Insured in the Declarations; and
- **b.** In which you are a member or partner but only if:
  - (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and
  - (ii) The joint venture or partnership is not providing construction contracting services.
- 2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
- 3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

#### K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

**Section II C. Who Is An Insured** is amended to include as an insured:

- **1.** Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
  - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you have entered into that contract or agreement; and

- (1) Only if the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or
- (2) The "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.
- **2.** The insurance provided to such additional insured under this provision is subject to the following:
  - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and
  - **b.** The insurance afforded to such additional insured does not apply:
    - (1) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you cease to be a tenant in that premises;
    - (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;
    - (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;
    - (4) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after the equipment lease expires; or
    - **(5)** If the equipment is leased with an operator.
- **3.** This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

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 L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

**Section II C. Who Is An Insured** is amended to include as an insured:

- 1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
- 2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
  - a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
  - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- M. General Aggregate Limit Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph 4. Aggregate Limits. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
  - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard":
  - (2) Plus medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- **1.** Premises involving the same or connecting lots:
- Premises where connection is interrupted only by a street, roadway, waterway or rightof-way of a railroad; or
- 3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II** – **LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## N. Knowledge And Notice Of Occurrence Or Offense

The following is added to Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:

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Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

#### O. Amended Bodily Injury Definition

The definition of "bodily injury" in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

"Bodily injury" means injury to the body, sickness, disease, or death. "Bodily injury" also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

## P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

- The definition of "insured contract" in Section II F.9.c. Liability And Medical Expenses Definitions is deleted and replaced by the following:
  - c. Any easement or license agreement
- The definition of "insured contract" in Section II
   F.9.f.(1) Liability And Medical Expenses
   Definitions is deleted.
- **3.** The insurance provided by this provision shall be excess over any valid and collectible Railroad

Protective Liability insurance available to an insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

## Q. Amended Personal And Advertising Injury Definition – Electronic Material

- The definition of "personal and advertising injury" in Section II F.14.d. Liability And Medical Expenses Definitions is deleted and replaced by the following:
  - d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 2. The definition of "personal and advertising injury" in Section II F.14.e. Liability And Medical Expenses Definitions is deleted and replaced by the following:
  - **e.** Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- 3. Section II B.1.p.(2) Exclusions for Personal And Advertising Injury is deleted and replaced by the following:
  - (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;
- 4. Section II B.1.p.(2) Exclusions for Personal And Advertising Injury is deleted and replaced by the following:
  - (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

#### R. Unintentional Omission

The following is added to SECTION III – COMMON POLICY CONDITIONS Paragraph C. Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

PPB 316 11 13 Page 6 of 7

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS
Paragraph K.2. Transfer of Rights of Recovery
Against Others to Us (BUT APPLICABLE ONLY
TO SECTION II – LIABILITY) is deleted and
replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury and advertising injury" arising out of:

 Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

- b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c. Your "work"; or
- d. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Certain Underwriters at Lloyds		
Unique Market Reference B1776BL202300M		
effective date of this endorsement:	policy number: ENP 0000232-05	
07/01/2021	Endorsement Number: 03	
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION		

This endorsement modifies insurance provided under the following:

#### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

#### **SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations	
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** 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.

Certain Underwriters at Lloyds		
Unique Market Reference B1776BL202300M		
effective date of this endorsement:	policy number: ENP 0000232-05	
07/01/2021	Endorsement Number: 07	
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS		

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

#### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations	
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

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Certain Underwriters at Lloyds			
Unique Market Reference B1776BL202300M			
effective date of this endorsement: policy number: ENP 0000232-05			
07/01/2021 Endorsement Number: 11			
OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION			

This endorsement modifies insurance provided under all coverages applicable to this policy. All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause XIV. OTHER INSURANCE is deleted in its entirety and replaced with the following:

#### XIV. OTHER INSURANCE

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:	policy number: ENP 0000232-05
07/01/2021	Endorsement Number: 14
MAIVED OF SUPPOCATION CONTRACT	ODE DOLLLITION LIABILITY AND DDOFFEELONAL

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

#### **SCHEDULE**

#### Name of Additional Insured Person(s) Or Organization(s):

All person(s) or organization(s) where this endorsement is required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

#### XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages**, **Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

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#### RLIPack® EXCESS LIABILITY **DECLARATIONS**



9025 N. Lindbergh Drive - Peoria, Illinois 61615

POLICY NO: PSE0004437

PRODUCER: C6935 Van Oppen & Co 2, Inc P.O. Box 793 Teton Village, WY 83025

ITEM 1. NAMED INSURED AND MAILING ADDRESS SHN Consulting Engineers & Geologists, Inc.

812 W. Wabash Eureka, CA 95501

ITEM 2. POLICY PERIOD (Mo./Day/Yr.)

FROM 07/01/2021 TO 07/01/2022 12:01 A.M. Standard Time at your mailing address shown above.

#### ITEM 3. LIMITS OF LIABILITY

\$ 5.000,000 Each Occurrence

\$ N/A Each Occurrence Auto Sublimit

\$ 5,000,000 General Aggregate

Products-Completed Operations Aggregate \$5,000,000

#### TEM 4. SCHEDULE OF UNDERLYING INSURANCE

See PPU 110

ITEM 5. PREMIUM

Non-Auditable X

Flat Rate: ....

Auditable

Advance Premium:

**Estimated Exposure:** Policy Minimum:

Terrorism Charge: **Total Premium Due:** 

Rate: \$

**Premium Basis:** 

Audit Period (annual unless noted):

ITEM 6, FORMS AND ENDORSEMENTS ATTACHED AND MADE A PART OF THIS POLICY AT ISSUE See endorsement RIL 2150

Countersigned by

**Authorized Representative** 

PPU 100 09 19

Page 1 of 1

Policy Number: PSE0004437

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number	Form Title	Applicable In
PPU101 07 17	RLIPACK COMMERCIAL EXCESS LIABILITY COVERAGE FORM	
PPU300 06 10	RLIPACK ASBESTOS EXCLUSION	
PPU301 06 10	RLIPACK SILICA EXCLUSION	
PPU302 03 20	RLIPACK FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES	
	EXCLUSION	
PPU303 06 10	RLIPACK LEAD EXCLUSION	
PPU304 06 10	RLIPACK FOR DESIGN PROFESSIONALS EXCESS LIABILITY	
	ENHANCEMENT	
PPU305 06 10	RLIPACK DISCRIMINATION EXCLUSION	
PPU306 06 10	RLIPACK EMPLOYMENT PRACTICES LIABILITY EXCLUSION	
PPU307 06 10	RLIPACK DAMAGES TO PREMISES RENTED TO YOU EXCLUSION	
PPU308 09 11	RLIPACK UNINSURED/UNDERINSURED MOTORISTS EXCLUSION	
PPU436 05 12	OREGON CHANGES	
RIL2126 11 09	EXCLUSION TERRORISM	
ILF0001C 04 16	SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Policy Number: PSE0004437 RLI Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

#### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit Per Project Or Per Location
- B. Additional Insured Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

## A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
  - (1) injury and damage included in the products-completed operations hazard or;
  - (2) any coverage included in **underlying** insurance to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots:
- (2) premises where connection is interrupted only by a street, roadway, waterway or rightof-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.
- B. Additional Insured Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

#### K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

## C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

PPU 304 06 10 Page 1 of 2

#### L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPU 304 06 10 Page 2 of 2

Policy Number: PSA0002924

RLI Insurance Company

## **RLIPack® BUSINESS AUTO DECLARATIONS**

RLI Insurance Company	Van Oppen & Co 2, Inc
9025 N. Lindbergh Drive Peoria, IL 61615	P.O. Box 793 Teton Village, WY 83025
(309) 692-1000	reton vinage, WT 66626
ITEM ONE	
Named Insured: SHN Consulting Engineer	s & Geologists, Inc.
Mailing Address: 812 W. Wabash, Eureka, CA 95501	
	Policy Period
From: 07-01-2021	
To: 07-01-2022	At 12:01 A.M. Standard Time at your mailing address.
Previous Policy Number:	
Premium shown is payable at inception:	and subject to all the terms of this policy, we agree with you to provide the  \$ nually Semiannually Quarterly Monthly
End	orsements Attached To This Policy
See Applicable Forms and Endorsements, F	RIL-2150
Counter	signature Of Authorized Representative
Name:	
Title:	
Signature:	
Date:	

Policy Number: PSA0002924

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number	Form Title	Applicable In
CA0001 11 20	BUSINESS AUTO COVERAGE FORM	
PPA300 03 13	RLIPACK BUSINESS AUTO ENHANCEMENT	
PPA301 01 11	RLIPACK DRIVER EXCLUSION	
PSA2345 12 20	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND	
	DELIVERY SERVICES EXCLUSION	
CA2048 10 13	DESIGNATED INSURED FOR COVERED AUTOS LIABILITY	
	COVERAGE	
CA2345 11 16	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND	CA
	DELIVERY SERVICES EXCLUSION	
CA9903 10 13	AUTO MEDICAL PAYMENTS COVERAGE	
CA9944 10 13	LOSS PAYABLE CLAUSE	
CA0143 05 17	CALIFORNIA CHANGES	
CA0305 10 13	CALIFORNIA CHANGES - WAIVER OF COLLISION DEDUCTIBLE	
CA0424 10 13	CALIFORNIA AUTO MEDICAL PAYMENTS COVERAGE	
CA2154 11 20	CALIFORNIA UNINSURED MOTORISTS COVERAGE - BODILY	
	INJURY	
CA0149 10 13	OREGON CHANGES	
CA2105 01 16	OREGON UNINSURED MOTORISTS COVERAGE - BODILY INJURY	
CA2236 11 16	OREGON PERSONAL INJURY PROTECTION	
IL0270 07 20	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL	
IL0142 09 08	OREGON CHANGES - DOMESTIC PARTNERSHIP	
IL0279 09 08	OREGON CHANGES - CANCELLATION AND NONRENEWAL	
IL0003 09 08	CALCULATION OF PREMIUM	
IL0017 11 98	COMMON POLICY CONDITIONS	
IL0021 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD	
	FORM)	
ILF0001C 04 16	SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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**RLI Insurance Company** 

Policy Number: PSA0002924 Named Insured: SHN Consulting Engineers & Geologists, Inc.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### RLIPack® BUSINESS AUTO ENHANCEMENT

#### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage Loss Of Use
- L. Hired Car Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition Railroad Easement
- Q. Coverage Extensions Audio, Visual And Data Electronic Equipment Not Designed Solely For The **Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

PPA 300 03 13 Page 1 of 5 This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

#### A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Bus-iness Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

#### B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

#### D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSI-NESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

#### E. Employee Hired Autos

1. The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

- **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### F. Fellow Employee Coverage

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

#### G. Auto Loan Lease Gap Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance,** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and
- **2.** Any:
  - **a.** Overdue lease/loan payments at the time of the "loss";

PPA 300 03 13 Page 2 of 5

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- **c.** Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- Carry-over balances from previous loans or leases.

#### H. Glass Repair - Waiver Of Deductible

**SECTION III – PHYSICAL DAMAGE COVERAGE**, **D. Deductible** is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### I. Personal Effects Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

#### c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

#### J. Hired Auto Physical Damage Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

#### d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss": or
  - **(c)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - **(b)** Any "auto" that is hired, rented or borrowed from your "employee".

#### K. Hired Auto Physical Damage - Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, **4. Coverage Extensions**:

- **e.** We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
  - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
  - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### L. Hired Car - Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, A.2. Coverage **Extensions**:

#### f. Hired Car - Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

PPA 300 03 13 Page 3 of 5

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- **(c)** We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

#### M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expenses is deleted and replaced by the following:

#### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Colli-sion or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.
- **(4)** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

## N. Amended Bodily Injury Definition - Mental Anguish

The following is added to **SECTION V** – **DEFINITIONS**, **Definition C**.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

#### O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

**SECTION V – DEFINITIONS** paragraph **H.** "Insured contact" is modified as follows:

- **1.** Paragraph **H.3.** is replaced by the following:
  - **3.** Any easement or license agreement.
- **2.** Paragraph **H.6.a.** is deleted.
- Q. Coverage Extensions Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

PPA 300 03 13 Page 4 of 5

a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

#### R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred:
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### T. Towing Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE**, **A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - All labor must be performed at the place of disablement; and
  - **b.** If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPA 300 03 13 Page 5 of 5

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

#### Schedule

#### **Person or Organization**

#### **Job Description**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2021 Insured

SHN Consulting Engineers & Geologists, Inc.

Policy No. PSW0004950 Insurance Company

**RLI Insurance Company** 

Countersigned By

Endorsement No.

WC 00 03 13

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Δ	ny nerson or ord	nanization that you	Lhave agreed with in a	a written contract to	provide this agreemen
н	nv berson or or	14007 ANON MALVOL	Thave acheed with in a	a willen conflactio	DIOVIGE IIIS AGREEMEN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2021 Insured SHN Consulting Engineers & Geologists, Inc. Insurance Company RLI Insurance Company Policy No. PSW0004950 Endorsement No.
Premium 63110.68

Countersigned by\_\_\_\_\_

WC 00 03 13

(Ed. 4-84)

# FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.

**THIS FIRST AMENDMENT** is made and entered into this 27th day of September, 2022, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., a California corporation, 335 S. Main Street, Willits, California 95490 ("Consultant").

**WHEREAS,** the City and Consultant entered into a Professional Services Agreement ("Contract") on April 18, 2022 in the amount of \$25,000.00; and

WHEREAS, the Contract states that Consultant will provide labor standard and construction support services for the Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) Project as described in Consultant's Scope of Work attached to the Contract as Exhibit A; and

**WHEREAS**, additional work is required to complete the Project as described in the Amended Scope of Work attached hereto as Exhibit A; and

**WHEREAS**, the cost of providing these additional services will increase the overall contract amount by \$25,000.00, for a total Not to Exceed Amount of Fifty Thousand Dollars (\$50,000.00); and

**WHEREAS**, the costs of these services will be paid by the CDBG grant;

**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 construction support services is hereby amended as follows:

#### 1. SERVICES PROVIDED BY CONSULTANT

Paragraph 1.1 (Scope of Work) is hereby amended to replace Exhibit A to the Contract of April 18, 2022 with the attached **Amended Exhibit A**.

#### 2. COMPENSATION

Paragraph 2.1 (Compensation) is hereby amended to state, "Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Fifty Thousand Dollars (\$50,000.00)**."

3. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated April 18, 2022, is hereby reaffirmed.

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

CITY	CONSULTANT
By: Peggy Ducey Its: City Manager	By: Jason Island Jason Island Its: Senior Civil Engineer
ATTEST:	
By: June Lemos, MMC  575/GMEPLEMOS, MMC  City Clerk	
APPROVED AS TO FORM:	
By: keith Collins	
KENTATE Collins	
City Attorney	

#### **EXHIBIT A**



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com 335 S. Main Street, Willits, CA 95490-3977

Reference: 422022

August 29, 2022

Lacy Peterson City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437

Subject: Parents and Friends, Inc. Residential Care Facility for the Elderly Construction Support Services – Contract Amendment

Dear Lacy Peterson:

Thank you for allowing SHN the opportunity to provide Labor Standard and Construction Support Services for the Parents and Friends, Inc. Residential Care Facility for the Elderly Project.

As requested we have prepared a scope of work with budget detail to meet the continued need for Construction Support Services provided by SHN through project completion, with an estimated project completion date January 31, 2023.

#### Scope of Work

#### **Task 1 Grant Administration Assistance**

SHN's scope of work associated with the grant administration assistance, is expected to consist of the following tasks:

- Assist in the oversight of project specific administration as requested.
- Assist with CDBG grant-related requirements as requested.
- Review all plans, specifications, contract documents prior to construction start date in order to obtain any needed clarification.
- Attend coordination and progress meetings with the project team, as requested.

#### **Task 2 Labor Standards Compliance Support**

SHN will perform labor compliance support services on an on-call basis. We will perform these services as follows:

- Provide, as requested, on-site inspections to meet required state and federal labor standards requirements.
- Provide, as requested, off-site improvement inspections to meet required state and federal labor standards requirements.
- Complete and provide, as requested, Employee Interviews with required labor classifications.
- Verify classifications and rates for all contractors at the project outset, verify online payroll submissions to the Department of Industrial Relations, assist with Certified Payroll Verifications as needed, and verify compliance with

Lacy Peterson

#### PFI Residential Care Facility for the Elderly Project Proposal, Contract Amendment

August 29, 2022

Page 2

Apprentice requirements.

Attend requested meetings and conference calls.

#### **Task 3 Construction Inspection Services**

SHN will provide the following support services during construction:

- Attend weekly construction meetings, as requested.
- Site visits, as required, to inspect on-site and off-site improvements to ensure compliance with City standards.

#### **Task 3 Assumptions**

Task 3 Scope was prepared with the following assumption:

- Construction management is not included.
- Mendocino County will perform inspections on buildings.

#### Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in each task. SHN shall be free to adjust budgets between Tasks 1, 2, and 3 as needed, as long as the total fee is not exceeded.

Total Not to Exceed Cost		\$ 18,270
Task 3:	Construction Inspection Services	<u>\$6,120</u>
Task 2:	Labor Standards Compliance Assistance	\$2,700
Task 1:	Grant Administration Assistance	\$9,450

#### **Schedule**

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.

Thank you for this opportunity to submit a proposal for the PFI Residential Care Facility for the Elderly Project. Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

SHN

Jason Island, PE

Senior Civil Engineer

Attachment Fee Schedule

Jason Asland





### **Consulting Engineers & Geologists, Inc.**

### Fee Schedule January 1, 2022

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position <sup>1</sup> Hourly Rates			
Senior Engineer	\$ 160.00 - \$ 210.00		
Senior Geotechnical Engineer	\$ 150.00 - \$ 200.00		
Senior Engineering Geologist	\$ 150.00 - \$ 200.00		
Senior Geologist	\$ 140.00 - \$ 180.00		
Senior Planner	\$ 130.00 - \$ 180.00		
Senior Environmental Scientist	\$ 150.00 - \$ 190.00		
Senior Land Surveyor	\$ 130.00 - \$ 170.00		
Project Manager	\$ 100.00 - \$ 180.00		
Project Engineer	\$ 110.00 - \$ 150.00		
Project Geologist	\$ 110.00 - \$ 155.00		
Project Land Surveyor	\$ 100.00 - \$ 130.00		
Associate Planner	\$ 90.00 - \$ 130.00		
Associate Environmental Scientist	\$ 110.00 - \$ 140.00		
Staff Engineer	\$ 90.00 - \$ 130.00		
Staff Geologist	\$ 90.00 - \$ 130.00		
Staff Planner	\$ 80.00 - \$ 120.00		
Staff Environmental Scientist	\$ 90.00 - \$ 130.00		
Staff Land Surveyor <sup>3</sup>	\$ 90.00 - \$ 250.00 <sup>3</sup>		
Certified Industrial Hygienist	\$ 110.00 - \$ 155.00		
GIS/UAV Specialist	\$ 80.00 - \$ 135.00		
Construction Inspector <sup>3</sup>	\$ 90.00 - \$ 270.00 <sup>3</sup>		
Lab/Field Technician <sup>3</sup>	\$ 90.00 - \$ 250.00 <sup>3</sup>		
Survey Technician <sup>3</sup>	\$ 80.00 - \$ 250.00 <sup>3</sup>		
Engineering Technician/Draftsperson	\$ 90.00 - \$ 130.00		
Technical Writer	\$ 80.00 - \$ 100.00		
Clerical	\$ 70.00 - \$ 90.00		
Expert Witness <sup>2,4</sup>	\$ 175.00 - \$ 275.00		

- 1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.
- 2 Minimum daily charge is four hours.
- 3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work**.
- 4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables			
The following direct charges are charged in addition to the hourly charge rates set forth above.			
Direct Charges:			
CADD plots (black & white)	\$ 0.40/sq. ft.		
CADD plots (color)	\$ 0.90/sq. ft.		
Copies	\$ 0.15/ea.		
Equipment and other expenditures (required for projects)	Cost + 15%		
Field office	Cost + 15%		
Filing fees, telephone expense, etc.	Cost + 15%		
Iron pipe, monuments, flagging, etc.	Cost + 15%		
Mylars	\$ 15.00		
Services of other consultants	Cost + 15%		
Stakes, hubs, lath, etc.	Cost + 15%		
Subsistence, air travel, etc.	Cost + 15%		
Vehicles	\$ 50.00/day		
Field Testing and Equipment:			
Anchor bolt tension testing	\$ 80.00/day plus operator		
CO <sub>2</sub> Meter	\$ 10.00/day		
Concrete Compression Impact Hammer	\$ 50.00/day*+		
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored		
Dissolved Oxygen Meter	\$ 75.00/day*+		
Expendable Supplies	\$ 40.00/day*+		
Fyrite Meter	\$ 33.00/day*+		
Generator	\$ 58.00/day*+		
Geophysical Equipment	By Quotation		
Grundfos Controller & Pump	\$275.00/day		
Hand Auger	\$ 36.00/day		
Health & Safety Level D	\$ 35.00/day*+		
Health & Safety Level C	\$ 60.00/day*+		
High Pressure Controller	\$ 60.00/day*+		
Inclinometer	\$200.00/day*		
LEL Meter	\$ 73.00/day*+		
Nuclear Density Testing	\$ 25.00/hour plus operator		
Other equipment including drill rigs, backhoes, etc.	Cost + 15%		
ORP Meter	\$ 15.00/day		
OVA	\$145.00/day*+		
Peristaltic Pump	\$ 50.00/day*+		
pH/Conductivity Meter	·		
Pumps	\$ 45.00/day*+		
Quad (ATV)	\$150.00/day		
Rebar Locating Device	\$ 40.00/day plus operator		
* 1/2 Day Minimum Charge.	+ +0.00/day plus operator		

- \* 1/2 Day Minimum Charge
- + 25% Weekly Discount, 40% Monthly Discount.
- (1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Conti	Paimhursahlas Continued			
Field Testing and Equipment, Continued:				
Roto-hammer	\$ 50.00/day*+			
Skidmore-Wilhelm Bolt Tension Calibration	\$150.00/day			
Soil/Gas Purge Pumps	\$ 30.00/day*+			
Soil Gas Probes	\$200.00/day*+			
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day			
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day			
Turbidity Meter	\$ 29.00/day*+			
Ultrasonic Test Device	\$ 25.00/day 1 \$ 25.00/hour plus operator			
Vapor Extraction System	\$500.00/day*+			
Water Level Data Logger	\$ 60.00/day*+			
Water Level Meter	\$ 36.00/day*+			
Well Point	\$ 50.00/day			
Survey Equipment:				
GPS Station	\$300.00/day*			
Level	\$ 25.00/day*			
Resource GPS	\$ 150.00/day*			
Robotic Total Station	\$ 300.00/day			
Total Station	\$ 7.50/hour			
Total Station w/Data Collector	\$ 100.00/day			
Toughbook	\$ 150.00/day*			
Trimble GeoXT GPS Unit	\$ 150.00/day*			
Laboratory Tests:	,			
Asphalt Briquette Compaction	\$ 75.00/ea. <sup>(1)</sup>			
Asphalt Bulk Specific Gravity	\$ 40.00/ea.			
Asphalt Content by Nuclear Method	\$ 75.00/test			
Asphalt Content Gauge Calibration	\$200.00/ea.			
Asphalt Extraction (% Bitumen)	On Request			
sphalt (Hveem) Mix Design  On Request				
rass Tube (Liner) \$ 5.00/ea.				
Cleanness Value (CT 227)	\$ 75.00/ea.			
Compaction Curves (ASTM D 1557 or Caltrans CT216)	\$300.00/test			
Compaction Curve Check Point	\$100.00/ea.			
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 30.00/ea. <sup>(2)</sup>			
Concrete Linear Shrinkage (3 Bars)	\$300.00			
Concrete Moisture	\$ 50.00/test (floor test)			
Consolidation Test	\$350.00/ea.			
Direct Shear, per point: (ASTM D3080)	•			
Consolidated-Drained (CD)	\$145.00/point			
Unconsolidated-Undrained (UU) (Modified ASTM) \$115.00/point				
Consolidated-Undrained (CU) (Modified ASTM) \$130.00/point				
Additional cycles (each)	\$ 65.00/ea.			
* 1/2 Day Minimum Chargo	1 00.00.001			

- \* 1/2 Day Minimum Charge.
- + 25% Weekly Discount, 40% Monthly Discount.
- (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.
- (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued		
Laboratory Tests, Continued:		
Disposable Concrete Molds	\$ 5.00/ea.	
Durability Index	\$ 75.00/ea.	
Expansion Index	\$175.00/test	
Fireproofing Density	\$ 50.00/ea.	
Grout Compressive Strength	\$ 40.00/ea.	
LA Rattler (abrasion resistance)	\$225.00/test	
Liquid Limit	\$100.00/ea.	
Masonry Block Compressive Strength	\$ 65.00/ea.	
Masonry Block Linear Shrinkage	\$ 85.00/ea.	
Masonry Block Prism Compressive Strength	\$125.00/ea.	
Masonry Core Shear Test	\$ 50.00/core	
Moisture Content	\$ 35.00/ea.	
Moisture-Density Test	\$ 40.00/ea.	
Particle Size Analysis (ASTM 422)	\$150.00/ea.	
Percent Crushed Particles	\$200.00/ea.	
Percent Organics	\$ 50.00/ea.	
Plastic Limit	\$100.00/ea.	
Plasticity Index	\$200.00/ea.	
R-Value	\$350.00/ea.	
Rice Specific Gravity of Asphalt (ASTM D2041)	\$100.00/ea.	
Sand Equivalent	\$100.00/ea.	
Sawing Rocks and Concrete Cores	\$ 30.00/unit	
Sieve AnalysisCoarse	\$ 75.00/ea.	
Sieve AnalysisFine	\$ 75.00/ea	
Sieve AnalysisPassing 200	\$ 50.00/ea.	
Specific Gravity, Rock	\$ 75.00/ea.	
Stabilometer of Premixed AC	\$ 75.00/ea.	
Sulfate Soundness	\$ 80.00/cycle	
Swell Test	\$100.00/point	
Triaxial Compression		
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point	
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point	
Consolidated Drained (TXCD) (ACOE)	\$500.00/point	
Consolidated Undrained (TXCU–3 stage) (ASTM D4767)	\$810.00/test	
Consolidated Drained (TXCD–3 stage) (ACOE)	\$860.00/test	
USDA Bulk Density Test	\$ 30.00/ea.	
USDA Textural Suitability Test	\$ 75.00/ea.	
Unconfined Compression	\$ 75.00/ea.	
Unit Weight of Lightweight Concrete	\$ 50.00/unit	

#### **Notes:**

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.

# SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.

THIS SECOND AMENDMENT is made and entered into this XXth day of May, 2023, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., a California corporation, 335 S. Main Street, Willits, California 95490 ("Consultant").

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement ("Contract") on April 18, 2022 in the amount of \$25,000.00; and

WHEREAS, the City and Consultant entered into a First Amendment to that Contract on September 27, 2022, increasing the overall contract amount to \$50,000.00; and

WHEREAS, the Contract states that Consultant will provide labor standard and construction support services for the Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) Project as described in Consultant's Scope of Work attached to the Contract as Exhibit A; and

**WHEREAS**, additional work is required to complete the Project as described in the Amended Scope of Work attached hereto as Exhibit A; and

**WHEREAS**, the cost of providing these additional services will increase the overall contract amount by \$5,460, for a total Not to Exceed Amount of Fifty-five Thousand Four Hundred Sixty Dollars (\$55,460.00); and

**WHEREAS**, the costs of these services will be paid by the CDBG grant:

**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 construction support services is hereby amended as follows:

#### 1. SERVICES PROVIDED BY CONSULTANT

Paragraph 1.1 (Scope of Work) is hereby amended to replace Exhibit A to the Contract of April 18, 2022 with the attached **Amended Exhibit A**.

#### 2. COMPENSATION

Paragraph 2.1 (Compensation) is hereby amended to state, "Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Fifty-five Thousand Four Hundred Sixty Dollars (\$55,460.00)**."

3. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated April 18, 2022, is hereby reaffirmed.

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

CITY		CONSULTANT		
-	Peggy Ducey City Manager	-	Jason Island, PE Senior Civil Engineer	
AIIE	:51:			
Ву: _	June Lemos, MMC City Clerk			
APPI	ROVED AS TO FORM:			
Ву: _		_		
-	Keith F. Collins City Attorney			



Reference: 422022

April 20, 2023

Lacy Peterson City of Fort Bragg 416 North Franklin Street Fort Bragg, CA 95437

Subject: Parents and Friends, Inc. Residential Care Facility, Elderly Construction Support Services – Contract Amendment

Dear Lacy Peterson:

Thank you for allowing SHN the opportunity to provide Labor Standard and Construction Support Services for the Parents and Friends, Inc. Residential Care Facility for the Elderly Project.

As requested, we have prepared a scope of work with budget detail to meet the continued need for Construction Support Services provided by SHN through project completion, with an estimated project completion date May 31, 2023.

#### **Scope of Work**

#### **Task 1 Grant Administration Assistance**

SHN's scope of work associated with the grant administration assistance, is expected to consist of the following tasks:

- Assist in the oversight of project specific administration, as requested.
- Assist with CDBG grant-related requirements, as requested.
- Review all plans, specifications, contract documents prior to construction start date in order to obtain any needed clarification.
- Attend coordination and progress meetings with the project team, as requested.

#### Task 2 Labor Standards Compliance Support

SHN will perform labor compliance support services on an on-call basis. We will perform these services as follows:

- Provide, as requested, on-site inspections to meet required state and federal labor standards requirements.
- Provide, as requested, off-site improvement inspections to meet required state and federal labor standards requirements.
- Complete and provide, as requested, Employee Interviews with required labor classifications.
- Verify classifications and rates for all contractors at the project outset, verify online payroll submissions to the Department of Industrial Relations, assist with Certified Payroll Verifications as needed, and verify compliance with Apprentice requirements.
- Attend requested meetings and conference calls.

Lacy Peterson

#### Residential Care Facility, Elderly Project Proposal, Contract Amendment

April 20, 2023

Page 2

#### Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in each task. SHN shall be free to adjust budgets between Tasks 1and 2, as long as the total fee is not exceeded.

Task 1:Grant Administration Assistance\$3,800Task 2:Labor Standards Compliance Assistance\$1,660

Total Not to Exceed Cost \$ 5,460

#### **Schedule**

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.

Thank you for this opportunity to submit a proposal for the PFI Residential Care Facility for the Elderly Project. Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

SHN

Jason Island, PE Senior Civil Engineer

Attachment Fee Schedule

Jason Island





## **Consulting Engineers & Geologists, Inc.**

## Fee Schedule January 1, 2023

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position <sup>1</sup> Hourly Rates		ly Rates	
Senior Engineer	\$ 170.00	-	\$ 220.00
Senior Geotechnical Engineer	\$ 160.00	-	\$ 210.00
Senior Engineering Geologist	\$ 160.00	-	\$ 220.00
Senior Geologist	\$ 150.00	-	\$ 190.00
Senior Planner	\$ 130.00	-	\$ 190.00
Senior Environmental Scientist	\$ 150.00	-	\$ 200.00
Senior Land Surveyor	\$ 130.00	-	\$ 180.00
Project Manager	\$ 110.00	-	\$ 180.00
Project Engineer	\$ 120.00	-	\$ 160.00
Project Geologist	\$ 110.00	-	\$ 165.00
Project Land Surveyor	\$ 100.00	-	\$ 130.00
Associate Planner	\$ 90.00	-	\$ 130.00
Associate Environmental Scientist	\$ 110.00	-	\$ 150.00
Staff Engineer	\$ 90.00	-	\$ 130.00
Staff Geologist	\$ 90.00	-	\$ 130.00
Staff Planner	\$ 80.00	-	\$ 120.00
Staff Environmental Scientist	\$ 100.00	-	\$ 140.00
Staff Land Surveyor <sup>3</sup>	\$ 90.00	-	\$ 250.00 <sup>3</sup>
Certified Industrial Hygienist	\$ 120.00	-	\$ 170.00
GIS/UAV Specialist	\$ 80.00	-	\$ 135.00
Construction Inspector <sup>3</sup>	\$ 90.00	-	\$ 280.00 <sup>3</sup>
Lab/Field Technician <sup>3</sup>	\$ 90.00	-	\$ 280.00 <sup>3</sup>
Survey Technician <sup>3</sup>	\$ 80.00	-	\$ 280.00 <sup>3</sup>
Engineering Technician/Draftsperson	\$ 100.00	-	\$ 150.00
Technical Writer	\$ 90.00	-	\$ 110.00
Clerical	\$ 70.00	-	\$ 90.00
Expert Witness <sup>2,4</sup>	\$ 175.00	-	\$ 275.00

<sup>1</sup> Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

<sup>2</sup> Minimum daily charge is four hours.

<sup>3</sup> Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work**.

<sup>4</sup> Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables					
The following direct charges are charged in addition to the hourly charge rates set forth above.					
Direct Charges:					
CADD plots (black & white)	\$ 0.40/sq. ft.				
CADD plots (color)	\$ 0.90/sq. ft.				
Copies	\$ 0.15/ea.				
Equipment and other expenditures (required for projects)	Cost + 15%				
Iron pipe, monuments, flagging, etc.	Cost + 15%				
Mylars	\$ 15.00				
Services of other consultants	Cost + 15%				
Stakes, hubs, lath, etc.	Cost + 15%				
Subsistence, air travel, etc.	Cost + 15%				
Vehicles	\$ 50.00/day				
Field Testing and Equipment:					
Anchor bolt tension testing	\$ 80.00/day plus operator				
CO <sub>2</sub> Meter	\$ 10.00/day				
Concrete Compression Impact Hammer	\$ 50.00/day*				
Core Drilling Machine	\$ 75.00/day & \$3.00/inch cored				
Dissolved Oxygen Meter	\$ 58.00/day*				
Expendable Supplies	\$ 40.00/day*				
Fyrite Meter	\$ 33.00/day*				
Generator	\$ 58.00/day*				
Geophysical Equipment	By Quotation				
Grundfos Controller & Pump	\$275.00/day				
Hand Auger	\$ 36.00/day				
Health & Safety Level D	\$ 35.00/day*				
Health & Safety Level C	\$ 60.00/day*				
High Pressure Controller	\$ 60.00/day*				
Inclinometer	\$200.00/day*				
LEL Meter	\$ 73.00/day*				
Nuclear Density Testing	\$ 25.00/hour plus operator				
Other equipment including drill rigs, backhoes, etc.	Cost + 15%				
ORP Meter	\$ 15.00/day				
OVA	\$145.00/day*				
Peristaltic Pump	\$ 50.00/day*				
pH/Conductivity Meter	\$ 58.00/day*				
Pumps	\$ 40.00/day*				
Quad (ATV)	\$150.00/day				
Rebar Locating Device	\$ 40.00/day plus operator				
* 1/2 Day Minimum Charge.	2 i I				

<sup>\* 1/2</sup> Day Minimum Charge.

(1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued					
Field Testing and Equipment, Continued:					
Roto-hammer	\$ 50.00/day*				
Skidmore-Wilhelm Bolt Tension Calibration	\$150.00/day				
Soil/Gas Purge Pumps	\$ 30.00/day*				
Soil Gas Probes	\$200.00/day*				
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day				
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day				
Turbidity Meter	\$ 29.00/day*				
Ultrasonic Test Device	\$ 25.00/hour plus operator				
Vapor Extraction System	\$500.00/day*				
Water Level Meter	\$ 60.00/day*				
Water Level Indicator	\$ 36.00/day*				
Well Point	\$ 50.00/day				
Survey Equipment:	,				
GPS Station	\$400.00/day*				
Level	\$ 25.00/day*				
Resource GPS	\$ 150.00/day*				
Robotic Total Station	\$ 300.00/day				
Total Station	\$ 7.50/hour				
Total Station w/Data Collector	\$ 100.00/day				
Toughbook	\$ 150.00/day*				
Trimble GeoXT GPS Unit	\$ 150.00/day*				
Laboratory Tests:	·				
Asphalt Briquette Compaction	\$100.00/ea. <sup>(1)</sup>				
Asphalt Bulk Specific Gravity	\$ 75.00/ea.				
Asphalt Content by Nuclear Method	\$ 75.00/test				
Asphalt Content Gauge Calibration	\$200.00/ea.				
Asphalt Extraction (% Bitumen)	On Request				
Asphalt (Hveem) Mix Design	On Request				
Cleanness Value (CT 227)	\$100.00/ea.				
Compaction Curves (ASTM D 1557 or Caltrans CT216)	\$325.00/test				
Compaction Curve Check Point	\$100.00/ea.				
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 30.00/ea. <sup>(2)</sup>				
Concrete Linear Shrinkage (3 Bars)	\$300.00				
Concrete Moisture	\$ 50.00/test (floor test)				
Consolidation Test	\$450.00/ea.				
Direct Shear, per point: (ASTM D3080)	•				
Consolidated-Drained (CD)	\$200.00/point				
Unconsolidated-Undrained (UU) (Modified ASTM)	\$150.00/point				
Consolidated-Undrained (CU) (Modified ASTM)	\$175.00/point				
Additional cycles (each)	\$ 75.00/ea.				
* 1/2 Day Minimum Charge.					

<sup>\* 1/2</sup> Day Minimum Charge.

<sup>(1)</sup> If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.

<sup>(2)</sup> If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued	
Laboratory Tests, Continued:	
Disposable Concrete Molds	\$ 5.00/ea.
Durability Index	\$ 100.00/ea.
Expansion Index	\$ 200.00/test
Fireproofing Density	\$ 100.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$ 225.00/test
Liquid Limit	\$ 100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$ 125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 40.00/ea.
Moisture-Density Test	\$ 50.00/ea.
Particle Size Analysis (ASTM 422)	\$ 150.00/ea.
Percent Crushed Particles	\$ 200.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 100.00/ea.
Plasticity Index	\$ 200.00/ea.
R-Value	\$ 350.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 150.00/ea.
Sand Equivalent	\$ 125.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve AnalysisCoarse	\$ 100.00/ea.
Sieve AnalysisFine	\$ 100.00/ea
Sieve AnalysisPassing 200	\$ 75.00/ea.
Specific Gravity, Rock	\$ 75.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 125.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$ 115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$ 385.00/point
Consolidated Drained (TXCD) (ACOE)	\$ 500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$1,000.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$1,100.00/test
Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 75.00/ea.
Unconfined Compression	\$ 100.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

#### Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.



# **City of Fort Bragg**

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

#### **Text File**

File Number: 23-132

Agenda Date: 5/8/2023 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 8B.

Receive Report and Consider Adoption of Municipal Improvement District No. 1 Resolution Approving Budget Amendment 2022/23-19 for the Pudding Creek Sewer Force Main Relocation Project (Amount Not to Exceed \$400,000.00, Account No. 716-7005-0731)





AGENCY: MID
MEETING DATE: May 8, 2023
DEPARTMENT: PREPARED BY: D. O'Connor
PRESENTED BY: J. Smith

EMAIL ADDRESS: jsmith@fortbragg.com

# AGENDA ITEM SUMMARY

#### TITLE:

Receive Report and Consider Adoption of Municipal Improvement District No. 1 Resolution Approving Budget Amendment 2022/23-19 for the Pudding Creek Sewer Force Main Relocation Project (Amount Not to Exceed \$400,000.00, Account No. 716-7005-0731)

#### **ISSUE:**

The City's sewer force main was attached to the west side of the Pudding Creek Bridge in 2008. It will need to be relocated as part of the Caltrans Pudding Creek Bridge Widening and Pedestrian Rail Project, which has just begun construction. On June 14, 2021 City Council approved the execution of the Utility Relocation Agreement with Caltrans with a budget of \$225,000, based on the engineer's estimate of cost. In September of 2022, the competitive bidding closed for the Caltrans project. The lowest bidder, MCM Construction, came in with a bid of \$400,000 for the sewer force main relocation. A budget amendment is necessary to fulfill the financial commitment to Caltrans.

#### **ANALYSIS:**

The widening of the Pudding Creek Bridge impacts the pedestals that the current pipe is resting on, and it will need to be moved out nine (9) feet to the west once the abutment and pedestal work has been completed. The work is being done by the Caltrans contractor, along with the Pudding Creek Water Main Relocation Project (Project WTR-00014), which will be relocating the water main from the Pudding Creek Dam to the east side of the Pudding Creek Bridge. Budget Amendment 2021-12 set aside \$225,000 for the relocation of the sewer main based on the engineer's estimate of cost, and the Utility Agreement was executed.

Caltrans solicited bids for the Project in fall of 2022, and on September 7, 2022 the bids for Contract No. 01-434804 were opened. The contract was awarded to MCM Construction. Their subcontractor, MJD Engineering, will be relocating the mains. They came in with a bid of \$400,000 on the sewer main relocation (increase of \$175,000 from budget amount) and a bid of \$780,000 on the water main relocation (decrease of \$235,450 from budget amount). The overall cost should be about the same as originally budgeted, but the adjustment is necessary to ensure appropriate accounting for each Project.

#### **RECOMMENDED ACTION:**

Adopt City Resolution to approve Budget Amendment 2022/23-19 by a Not to Exceed Amount of \$400,000.00.

#### **FISCAL IMPACT:**

There are adequate funds in the Sewer Enterprise Account to cover this necessary work.

# **GREENHOUSE GAS EMISSIONS IMPACT:**

There will be an increase in greenhouse gases during construction of the project.

# **CONSISTENCY:**

Execution of the project is consistent with the goal of maintaining a reliable sewer system.

# **IMPLEMENTATION/TIMEFRAMES**:

The current timeline for construction is spring and summer of 2023.

## **ATTACHMENTS**:

- 1. RESO
- 2. Exhibit A
- 3. Caltrans Award Recommendation

### **NOTIFICATION**:

1. None

	E	BUDGI	ET AN	IENI	DMENT							
			Exhib	it A			Budge	t Adjustm	nent #:	20	22/23-19	
								Budg	et FY:	FY	2022/23	
Account Description	Accou	ınt#			Y 21/22 ent Budget		rease (+) dget Amt	Decrea Budget			ised Total dget Amt	Description
Expenditures												
Sewer force main move Pudding Creek Bridge increase based on contractor bid for work	716	7005	0731	\$	225,000	\$	175,000			\$	400,000	Caltrans requires the City to move the sewer force main to allow bridge expansion - Pudding Creek Bridge
increase based on contractor bid for work												
Total Expenditures				\$	225,000	\$	175,000	\$	-	\$	400,000	
Revenue				Ť		•	,	· ·		Ť	100,000	
Total Revenue				\$	-	\$	-	\$	-	\$	-	
Reason for Amendment:	RESO	LUTIO	N#:	XXX	(X-2023							
	Budge	t amen	dment f	or inc	rease base	d on (	contractor b	id for wor	k			
Authorization:						Sign	ature:			Dat	e:	
Requested By:	Diane	O'Conn	or			•	e O'Connor			0	4/19/23	
Approval:	Isaac \	Whippy		-				•				
Finance Use:				_				-				
Attach copies of Resolution or other docu	mentati	on		-				=				

September 19, 2022

MEN-1-61.9/62.2 01 0000 0672

File: **01-434804** 

## Memorandum

Making Conservation a California Way of Life

To: SHIRA RAJENDRA

Deputy Division Chief

PPM and Office Engineer

Division of Engineering Services

Attention: APRIL PEREZ-HOLLINS

Chief, Office of Construction Contract Awards

From: PETER LOVELADY For Shape

North Region Office Engineer Office of Engineering Services

Concur: CAREN COONROD

Project Manager

**GEOFFREY WRIGHT** 

Area Construction Engineer

Subject: AWARD RECOMMENDATION - COST PLUST TIME CONTRACT

Bids for this contract were opened September 7, 2022. The purpose is to widen bridge and upgrade bridge rail. Competition was adequate with six contractors submitting bids. The apparent lowest bid, from MCM Construction, is 7.63% (\$604,626.55) over the engineer's estimate (EE) of \$7,924,861.45. MCM Construction bid 90 working days (WD) for this contract, which is within the specified range of 80 to 110 WD. The four lowest bids are shown below.

Bid Rank	Bid Amount	Difference between Bidder & EE	Difference be Bidder & Low		WD Bid
1	\$8,529,488.00	7.63%			90
2	\$8,730,064.00	10.16%	\$200,576.00	2.35%	90
3	\$8,995,571.00	13.51%	\$466,083.00	5.46%	80
4	\$9,686,433.13	22.23%	\$1,156,945.13	13.56%	80

Shira Rajendra 01-434804 September 19, 2022 Page 2

Caltrans area construction engineer (ACE), Geoffrey Wright, contacted M.C.M. Construction (Rank 1) on September 19, 2022, and spoke to chief estimator, Ron Burch, regarding the bid and the items in the following table.

Item Priority	Item No. & Item Description	EE Amount	Low Bid Amount	Amount Over/ Under EE	Percent Over/ Under EE
1	2. TIME-RELATED OVERHEAD (LS)	\$475,345	\$350,000	-\$125,345	-26.4%
Explanation:	Have small overhead a	nd is simpler	project.		
2	6. TRAFFIC CONTROL SYSTEM	\$228,000	\$100,000	-\$128,000	-56.1%
Explanation:	Simple traffic control potraffic control, and is se				needed
3	115. SANITARY SEWER FORCE MAIN RELOCATION	\$214,279	\$400,000	\$185,721	86.7%
Explanation:	This is subcontracted DE to meet DBE commitme		nas minimal	markup. Is the	e cost to try
4	81. ERECT PRECAST PRESTRESSED CONCRETE DECK	\$192,000	\$515,200	\$323,200	168.3%
Explanation:	This includes cost to drill including two mobilizati partially subcontracted girder sections.	ions, install bo	olts and post	grouting. This	is
5	61. HOT MIX ASPHALT (TYPE A)	\$160,600	\$243,090	\$82,490	51.4%
Explanation:	This is DBE subcontracted work with small quantity and two mobilizations. This is the cheapest bid received for the work. This is 100% subcontracted work and helps meet DBE commitment.				
6	10. PORTABLE SIGNAL SYSTEMS (EA)	\$160,000	\$65,000	-\$95,000	-59.4%
Explanation:	This is a pass-through subcontracted item and is trailer mounted system, this is the bid cost.				
7	72. DRIVE STEEL PILE (HP 12 X 84)	\$160,000	\$60,000	-\$100,000	-62.5%
Explanation:	This is self-performed work and bulk of cost is to move in and move out of the crane, each abutment is one day of work, and the contractor will leave the crane at the site until next pile drive event. Equipment is owned so cost is low.				

Item Priority	Item No. & Item Description	EE Amount	Low Bid Amount	Amount Over/ Under EE	Percent Over/ Under EE	
8	74. STRUCTURAL CONCRETE, BRIDGE	\$139,500	\$540,000	\$400,500	287.1%	
Explanation:	This cost includes high intensity work for small quantities for each pier corbel and this also covers the cost for the cradles for the future utility placement. Complex form work for extremely small quantity at each discrete location. Expensive form work.					
9	101. 18" PLASTIC PIPE	\$117,000	\$85,800	-\$31,200	-26.7%	
Explanation:	This is pass-through subcreflective of their quote			DBE contrac	tor and is	
10	110. MINOR CONCRETE (MISCELLANEOUS	\$90,000	\$42,500	-\$47,500	-52.8%	
Explanation:	This will self-performed work and will be completed by staff already on the job gaining efficiency in the work.					
11	139. LIGHTING SYSTEM	\$90,000	\$145,000	\$55,000	61.1%	
Explanation:	This is a pass-through co cost to perform the wor within 10%, went with lo	k. Multiple qu				
12	29. STREET SWEEPING	\$82,000	\$25,000	-\$57,000	-69.5%	
Explanation:	Not much earthwork ex perform anticipated wo	•	nis project ai	nd is reflective	e of cost to	
13	36. CONTRACTOR- SUPPLIED BIOLOGIST (LS)	\$82,000	\$35,000	-\$47,000	-57.3%	
Explanation:	This is subcontracted work and is representative of the cost to perform the biological reviews.					
14	39. CLEARING AND GRUBBING (LS)	\$75,000	\$35,000	-\$40,000	-53.3%	
Explanation:	This is subcontracted work and is representative of the cost to perform the work.					
15	116. STAIN GALVANIZED SURFACES (LS)	\$71,800	\$15,000	-\$56,800	-79.1%	
Explanation:	This is the defined unit p Special Provisions.	rice extende	ed from the p	orice enumero	ated in the	

Shira Rajendra 01-434804 September 19, 2022 Page 4

Item Priority	Item No. & Item Description	EE Amount	Low Bid Amount	Amount Over/ Under EE	Percent Over/ Under EE
16	141. MODIFYING FLASHING BEACON SYSTEMS	\$70,000	\$45,000	-\$25,000	-35.7%
Explanation:	This is a pass-through co cost to perform the wor within 10%, went with lo	k. Multiple qu			
17	75. STRUCTURAL CONCRETE, RETAINING WALL	\$63,000	\$29,400	-\$33,600	-53.3%
Explanation:	This is the footing concr finishing costs and simp		oncrete mas	onry units, ha	s minimal
18	37. HYDROACOUSTIC MONITORING	\$50,000	\$25,000	-\$25,000	-50.0%
Explanation:	This is subcontracted we this is the cost to perform		imated for t	wo days of pil	ing driving,
19	85. BAR REINFORCING STEEL (EPOXY COATED)	\$49,676	\$26,852	-\$22,824	-45.9%
Explanation:	This is subcontracted we for other rebar items.	ork and is the	cost for the	work and is s	hared cost
20	44. STRUCTURE EXCAVATION (BRIDGE)	\$48,900	\$114,100	\$65,200	133.3%
Explanation:	This is reflective of the shoring that will be needed to shore the existing footing and the quantity of excavation is low, so the unit price is high.				
21	12. PORTABLE CHANGEABLE MESSAGE SIGN (LS)	\$40,000	\$12,000	-\$28,000	-70.0%
Explanation:	This is the cost to mainto reduces our costs.	ain the PCMS	. We own th	e equipment	which

The ACE contacted Bugler Construction (Rank 2), on September 19, 2022, and spoke to the company president, Glenn Bugler, regarding the bid and the items in the following table.

Item Priority	Item No. & Item Description	EE Amount	Low Bid Amount	Amount Over/ Under EE	Percent Over/ Under EE
1	80. FURNISH PRECAST PRESTRESSED	\$832,000	\$1,344,000	\$512,000	61.5%
Explanation:	This is a quote from the	supplier with	an overhea	d markup.	
2	2. TIME-RELATED OVERHEAD (LS)	\$475,345	\$160,000	-\$315,345	-66.3%
Explanation:	This is the cost required	to cover ove	erhead for th	is project.	
3	128. CALIFORNIA ST- 75 BRIDGE RAIL	\$331,200	\$574,080	\$242,880	73.3%
Explanation:	Material costs have eso work based upon previ			cost to perfo	orm the
4	6. TRAFFIC CONTROL SYSTEM	\$228,000	\$85,000	-\$143,000	-62.7%
Explanation:	This is cost to cover ant reduced due to temps	•	k for traffic c	ontrol, costs c	are
5	115. SANITARY SEWER FORCE MAIN RELOCATION	\$214,279	\$450,000	\$235,721	110.0%
Explanation:	This is subcontracted w the work.	ork to a DBE	contractor a	nd is the cost	to perform
6	81. ERECT PRECAST PRESTRESSED CONCRETE DECK	\$192,000	\$320,000	\$128,000	66.7%
Explanation:	This is subcontracted w	ork and is the	e cost to perf	orm the work	•
7	61. HOT MIX ASPHALT (TYPE A)	\$160,600	\$248,200	\$87,600	54.5%
Explanation:	This is subcontracted work to a DRE contractor and is the cost to perform				
8	10. PORTABLE SIGNAL SYSTEMS (EA)	\$160,000	\$50,000	-\$110,000	-68.8%
Explanation:	This is subcontracted work to a DBE contractor and is the cost to perform the work.				
9	72. DRIVE STEEL PILE (HP 12 X 84)	\$160,000	\$120,000	-\$40,000	-25.0%
Explanation:	This is subcontracted w the work.	ork to a DBE	contractor a	nd is the cost	to perform

Item Priority	Item No. & Item Description	EE Amount	Low Bid Amount	Amount Over/ Under EE	Percent Over/ Under EE
10	101. 18" PLASTIC PIPE	\$117,000	\$78,000	-\$39,000	-33.3%
Explanation:	This is subcontracted w the work.	ork to a DBE	contractor c	and is the cost	to perform
11	110. MINOR CONCRETE (MISCELLANEOUS	\$90,000	\$65,000	-\$25,000	-27.8%
Explanation:	Self-performing the wo the work.	rk and familio	ar with work (	and costs to p	erform
12	139. LIGHTING SYSTEM	\$90,000	\$200,000	\$110,000	122.2%
Explanation:	This is subcontracted w overhead markup.	ork and is the	e cost to per	form the work	with
13	29. STREET SWEEPING	\$82,000	\$18,000	-\$64,000	-78.0%
Explanation:	No explanation provide	ed.			
14	39. CLEARING AND GRUBBING (LS)	\$75,000	\$18,000	-\$57,000	-76.0%
Explanation:	Self-performing the wo	rk and this is	sufficient to c	cover costs of	the work.
15	116. STAIN GALVANIZED SURFACES (LS)	\$71,800	\$4,000	-\$67,800	-94.4%
Explanation:	Materials are drop ship to site. This is cost to pla		•	ter and then o	direct ship
16	94. PLACE POLYESTER CONCRETE OVERLAY	\$64,264	\$96,396	\$32,132	50.0%
Explanation:	This is subcontracted work and is the cost to perform the work with overhead markup.				
17	75. STRUCTURAL CONCRETE, RETAINING WALL	\$63,000	\$46,200	-\$16,800	-26.7%
Explanation:	Self-performing the wo	rk and this is	sufficient to c	cover costs of	the work.
18	37. HYDROACOUSTIC MONITORING	\$50,000	\$15,000	-\$35,000	-70.0%
Explanation:	This is subcontracted w the work.	ork to a DBE	contractor c	and is the cost	to perform

Shira Rajendra 01-434804 September 19, 2022 Page 7

Item Priority	Item No. & Item Description	EE Amount	Low Bid Amount	Amount Over/ Under EE	Percent Over/ Under EE
19	85. BAR REINFORCING STEEL (EPOXY COATED)	\$49,676	\$26,852	-\$22,824	-45.9%
Explanation:	This is subcontracted we overhead markup.	ork and is the	cost to perfo	rm the work	with
20	44. STRUCTURE EXCAVATION (BRIDGE)	\$48,900	\$24,450	-\$24,450	-50.0%
Explanation:	Self-performing the wor	k and this is s	ufficient to co	over costs of t	he work.
21	13. TEMPORARY RAILING (TYPE K)	\$45,900	\$71,400	\$25,500	55.6%
Explanation:	Cost is in transport of the is in transport.	e K-rail to and	d from the job	site. Own K-	rail, so cost
22	71. FURNISH STEEL PILING (HP 12 X 84)	\$43,428	\$84,600	\$41,172	94.8%
Explanation:	This represents cost esco	alation for ste	eel prices and	market trend	d.
23	12. PORTABLE CHANGEABLE MESSAGE SIGN (LS)	\$40,000	\$30,000	-\$10,000	-25.0%
Explanation:	Self-performing the work and this is sufficient to cover costs of the work.				
24	34. BAT AND BIRD EXCLUSION DEVICE	\$40,000	\$90,000	\$50,000	125.0%
Explanation:	Cost is in access to the	Cost is in access to the work, as requires snooper truck, difficult access.			

Project manager, Caren Coonrod, and ACE, Geoffrey Wright, reviewed the bids in accordance with 23CFR 635.102/635.114 and found no evidence of material unbalancing. All required clearances have been obtained, there are no outstanding permits, and Right of Way Certification 1 was approved July 7, 2022. All bidders attended the mandatory pre-bid meeting held on August 4, 2022. This project includes contributor funding from the City of Fort Bragg per Cooperative Agreement 01-0408, executed August 19, 2021; and Utility Agreement 01-UT-2355-1, executed June 21, 2021. The current funding allocation is adequate to award to the apparent low bidder.

Based on the information above, the District recommends awarding the contract to the lowest responsive and responsible bidder. I have reviewed the bid results and concur with this recommendation. If you would like additional information, please contact me at (530) 812-6037.

Provide a safe and reliable transportation network that serves all people and respects the environment.



# **City of Fort Bragg**

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

### **Text File**

File Number: 23-137

Agenda Date: 5/8/2023 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 8C.

Receive Report and Provide Direction Regarding Replacement of Decorative Signal Poles at

North Main Street and Laurel Street





AGENCY: City Council
MEETING DATE: May 08, 2023
DEPARTMENT: Public Works
PRESENTED BY: Chantell O'Neal

EMAIL ADDRESS: coneal@fortbragg.com

### AGENDA ITEM SUMMARY

#### TITLE:

Receive Report and Provide Direction Regarding Replacement of Decorative Signal Poles at North Main Street and Laurel Street

#### **ISSUE:**

The decorative signal poles at the intersection of Laurel Street and North Main Street (State Route 1 – SR1) in the Central Business District (CBD) are in deteriorated condition. Last summer, Caltrans replaced one pole in the worst condition with a new galvanized pole (Image 1 -3). Staff began discussion with Caltrans about the planned replacement of all the poles at this intersection. Below are the options available to the City, which range from full replacement of the decorative signal poles at the City's expense to allowing Caltrans to replace the poles with their standard galvanized poles.

#### **ANALYSIS:**

Staff is seeking direction on the replacement of the decorative signal poles at Laurel and Main. The poles need to be replaced in the next two years. The approximate cost of the inkind replacement is \$250,000 for construction and about \$20,000 for design plans and specifications. If the City Council approves decorative poles at the City's expense, budget considerations should be made for Fiscal Year 2023/24. Alternately, the City could forego the decorative poles, and allow Caltrans to replace the poles at their expense with their standardized galvanized poles (Image 6) at no cost to the City.

A third option is to work with Caltrans to paint the poles black to give the appearance of a decorative pole intersection with minimal cost to the City. Caltrans allowed the pole that was replaced last summer (located on the southeast corner of the intersection – image 3) to be repainted to match the other poles located at that intersection. Each pole painting (depending on the size) would equate to approximately \$1,400 per pole for a total intersection cost to the City of \$10,000.

March 9, 2023, staff brought this item forward to Public Works and Facilities Committee and the Committee members were unable to come to a consensus. The Committee recommended this item be brought forth to the whole Council for discussion and recommendation.





Image 1: Pole Prior to Replacement



Image 3: Pole after replacement and Paint



Image 4: Current Conditon of other poles at Intersection







Image 6: Standard Galvanized Pole Intersection

### **POSSIBLE ACTION(S):**

Direct Staff to proceed with one of the following actions:

- Add the signal pole replacement project to the FY 23/24 Capital Improvement Program and budget \$275,000 from Special Street Sales Tax or seek other funding.
- 2. Relinquish pole replacement project to Caltrans at no cost to the City.
- 3. Paint signal poles for a decorative look, budgeting \$10,000 as a line item in the Streets budget for FY 23/34 to complete the work in coordination with Caltrans.

#### **FISCAL IMPACT:**

The fiscal impact of this project will be \$0 - \$275,000, depending on Council direction. Once direction is received, the necessary funding will be incorporated into the FY 23/24 budget documents.

#### **GREENHOUSE GAS EMISSIONS IMPACT:**

The decision process has no impacts on greenhouse gasses.

#### **CONSISTENCY:**

The City's General Plan Goals and Policies in the Central Business District (CBD), as they relate to this project emphasize the need for Increasing pedestrian activity, improving street lighting, parking, and amenities, and ensuring that renovations and new construction maintain the historic scale and character of this area to foster the continued vitality of the CBD.

While not directly related to signal poles, the following policies and goals from the General Plan, may help Council decide the most appropriate route forward with this project.

- Policy CD-2.5 Strengthen the distinctive identity and unique sense of place of the Central Business District.
- **Policy CD-3.1** Entryways: Clearly define the points of entry to the City through the use of distinctive signs, lighting, and landscaping.
  - o If you consider this intersection as a "Gateway to the CBD".
- **Goal CD-5** Use lighting to create a sense of security and to provide cohesion to the physical structure of the community.
  - If Council was to recommend option 3, paint poles; should we consider painting poles at Redwood and Main as well for cohesion?

### **IMPLEMENTATION/TIMEFRAMES**:

Caltrans has recently contacted staff, indicating their intent to proceed with the pole replacement programming and design. Should Council decide to proceed with Option 1 or Option 3, staff will contact Caltrans to discuss roles and responsibilities. The pole replacement project should be completed with the next two years.

#### **ATTACHMENTS**:

None

#### **NOTIFICATION:**

Streets Construction Notification List



# **City of Fort Bragg**

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

#### **Text File**

File Number: 23-140

Agenda Date: 5/8/2023 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 8D.

Receive Report and Consider Adopting the City Council Americans with Disabilities Act

("ADA") Accommodation Request Policy for Meetings Subject to the Brown Act.





AGENCY: City Council
MEETING DATE: May 8, 2023
DEPARTMENT: Administration
PRESENTED BY: P. Ducey

EMAIL ADDRESS: Pducey@fortbragg.com

#### AGENDA ITEM SUMMARY

#### TITLE:

Receive Report and Consider Adopting the City Council Americans with Disabilities Act ("ADA") Accommodation Request Policy for Meetings Subject to the Brown Act.

#### **ISSUE:**

The Americans with Disabilities Act imposes requirements relating to accommodation requests made by those with disabilities. The crux of this requirement is that accessibility and meaningful participation in public meetings is assured for all people. Current ADA provisions require cities to adopt a stated policy, outlining procedures to receive and act on reasonable ADA accommodation requests for accessibility to public meetings.

#### **ANALYSIS:**

Accessible meetings create a level playing field for participants with disabilities. For public meetings to be successful, everyone involved must have an equal opportunity to contribute to the legislative discussion.

Three components are key in providing accessible meetings to people with disabilities:

- Where the meeting is held;
- How the meeting room furniture is arranged;
- How the meeting information is communicated.

#### Accessible Meeting Location

Accessible meeting locations are of primary importance to people with mobility and visual disabilities. Minimum requirements for public meetings include easily located parking, an identifiable route to the building entrances, accessible and electronic building entrances, and an open route to the meeting room and restrooms. The City of Fort Bragg holds City Council, Planning Commission, and Council Committee meetings in its Town Hall, which is fully accessible to all participants.

#### Accessible Room Set-Up

The meeting room arrangement must have an accessible floor plan where people using mobility devices (e.g., wheelchairs, scooters, walkers, crutches, canes) can maneuver easily and use amenities independently. Fort Bragg Town Hall is set up with wide aisles on both sides of the room and down the middle, all of which easily accommodate mobility devices.

### Accessible Presentation of Meeting Content

ADA requires that local governments communicate effectively with people with communication disabilities, with the ultimate goal that information provided to people with disabilities is equally effective as communication for people without disabilities. These

effective ADA communication rules ensure that people with vision, hearing, or speech disabilities can communicate with, receive information from, and convey information to the legislative body. Accessible meetings' presentations permit all participants equal access to the meetings content. Auxiliary aids and services bridge communication between people who are deaf or have hearing loss or have visual challenges.

The City of Fort Bragg hosts their public meetings in a hybrid fashion which is very effective in providing a variety of ways for the public to participate. These public meetings are televised via the City's local cable channel and through ZOOM and permit anyone to watch meetings from other locations besides Town Hall. These broadcasts have real-time closed captioning and participants may provide oral public comments during meeting discussions, either by phone or via Zoom. Public comments may also be submitted in writing before or during the meeting via the City Clerk.

When choosing an aid or service, government entities shall consider the aid or service requested by the person with a communication disability. Local government must honor the person's requested accommodation unless it can demonstrate that another equally effective means of communication is available or that the use of the means chosen would result in a fundamental alteration in the meeting process. In those instances, the public agency shall provide an alternative aid or service that provides effective communication.

Based upon the foregoing, the attached Resolution and Policy will provide direction to staff to address disability accommodations and still be able to consider legal limitations to requests. The attached Resolution adopts an ADA Accommodation Request Policy and directs City staff to make modifications to the City's agenda templates (including City Council, Planning Commission, and Council Committees) in a manner consistent with the ADA Accommodation Request Policy.

#### **RECOMMENDED ACTION:**

Adopt Resolution to approve the City of Fort Bragg Americans with Disabilities Act ("ADA") Accommodation Request Policy for Meetings Subject to the Brown Act.

### ALTERNATIVE ACTION(S):

Provide alternative direction to staff regarding Policy and/or Resolution.

#### **FISCAL IMPACT:**

Depends on the nature of the ADA requests.

#### **GREENHOUSE GAS EMISSIONS IMPACT:**

None.

#### **CONSISTENCY:**

None.

#### **IMPLEMENTATION/TIMEFRAMES:**

# None.

- ATTACHMENTS:

  1. ADA Implementation Resolution
  2. Reasonable Accommodation Policy

NOTIFICATION:
"Notify Me" subscriber list.

 From:
 Jacob Patterson

 To:
 Lemos, June

 Cc:
 Ducey, Peggy

Subject: Public Comment -- 5/8/2023 CC mtg., Item No. 8D, Meeting Accommodations

**Date:** Monday, May 08, 2023 11:45:41 AM

#### City Council,

I like the proposed approach but I have a few suggested tweaks:

First, the form (like all City forms) should be available in Spanish as well as English. I would have liked to see that included in the agenda materials so people could review the translations for accuracy.

Second, the City will need to offer alternative means for people to request accommodations rather than just doing it in writing using this form. For example, someone may be visually impaired and need to submit their requests orally rather than necessarily using a written form. A note on that option should be included in the form along with the City Clerk Office's phone number.

Third, the draft administrative policy only lists closed captioning as benign available for hearing impaired meeting participants but the City also offers assisted listening devices at Town Hall for in-person participation. That should be listed in the policy too since many accommodations would apply to in-person attendance that might not apply to someone participating remotely.

Fourth, the 15-day review period is too long. The City currently asks for meeting accommodation requests to be submitted at least 48 hours in advance of the meeting. That makes sense since the agendas need to be posted 72 hours in advance and people can't know to request an accommodation for a meeting if they are not aware of the need to make that request when the meeting and its particular agenda items are not agendized yet. These requests should be accepted and processed up until the actual meeting whenever possible and they should be processed with as much speed as is practical.

Fifth (and finally), the policy asserts that "City has the ultimate discretion to choose between effective accommodations" but I don't think that is literally accurate. The City may exercise reasonable discretion but relevant officials don't have ultimate or unchecked discretion to make those determinations. The City needs to make these determinations according to the applicable legal framework and that doesn't allow unfettered discretion. If the discretion is abused and reasonable accommodations are denied improperly, the City's determinations are subject to review and oversight by relevant state and federal agencies as well as judicial oversight. Like all things, City officials must balance the exercise of discretion with the protected rights of the parties involved in any particular matter. In this case, the rights of differently-abled members of the public to fully participate in City programs and services, which sometimes requires adjustments to the physical environment or to practices, policies, and procedures, need to be recognized and respected as City officials make these determinations about requested accommodations.

Regards,

--Jacob



# **City of Fort Bragg**

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

#### **Text File**

File Number: 23-142

Agenda Date: 5/8/2023 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Report

Agenda Number: 9A.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) subdivision (d) of Gov. Code Section 54956.9: 9 (two cases).

From: <u>Jacob Patterson</u>
To: <u>Lemos, June</u>

Subject: Public Comment -- 5/8/2023 CC Mtg., item No. 9A, Potential Initiation of Litigation

Date: Monday, May 08, 2023 2:19:05 PM
Attachments: 20221124 Anti-SLAPP Public Comment.pdf

#### City Council,

Based on what appears to be Peggy's obsession with me and her apparent willingness to arguably violate my rights by taking actions that can be described as retaliation, I assume that one or both of these potential cases have to do with me. If you want to file another false (and what would be defamatory in another context) complaint to the State Bar, please understand that they dismissed Peggy's last complaint as being without clear merit or foundation. Her complaint was not only false but appeared to be petty and vindictive as well since she didn't have any direct knowledge of the relevant facts and circumstances. What City officials need to understand is that in exercising your discretion, you need to do it in a manner that doesn't violate the law or someone else's protected rights. Peggy appears to be heavily invested on trying to silence or dissuade me from continued public participation but she can't effectively do anything to put prior restraints on my speech or other protected activity. Because the City of Fort Bragg is a government, it and its officials can violate my rights and the rights of others when official actions are taken that interfere with a member of the public's rights to engage in those protected activities.

The current City Manager doesn't appear to recognize that situation despite the fact that she swore an oath of office to uphold the California and US constitutions, which include various protected rights like those found in the Bill of Rights (e.g., the First Amendment) and the Right to privacy in the California Constitution. City staff do not have a right to remain free from criticism or objection and it is not unlawful harassment to point out these issues and to express opinions. Nor is it unlawful harassment to petition the local government for the redress of grievances, which includes filing liability claims and potential lawsuits based on information and belief to try to address alleged violations of rights or the law by City staff.

Finally, I want to forward the prior written comment from one of my lawyers concerning the City's potential liability should City officials decide to to file explore filing what could amount to a Strategic Lawsuit Against Public Participation (or SLAPP) directed at any member of the public following and in response to the exercise of protected rights. (If the agenda item is a repeat of Peggy's prior attempts to restrain my public participation, I think Jason in particular might want to review the attached comment letter since he was not yet on the City Council when it was submitted as a comment for a prior closed session.) Please note that protected rights include but are not limited to the right to make public comments including offensive speech, to communicate with public officials about matters of public concern, to file complaints and seek potential redress of grievances, to request to review public records and public information, and to seek to participate in programs and services from the City without fear of retaliation or apparent discrimination (e.g., disparate treatment) based on the exercise of of protected rights.

Regards,

--Jacob

# California Anti-SLAPP Project

Mark Goldowitz, Director

2611 Andrade Ave. Richmond, CA 94804 www.casp.net mg@casp.net Tel: 510-486-9123

October 24, 2022

# Public Comment to the Fort Bragg City Council Regarding Item 9C on the Agenda for the City Council Meeting on October 24, 2022

TO: City Council of Fort Bragg, c/o City Clerk June Lemos, jlemos@fortbragg.com

cc: City Manager Peggy Ducey, pducey@fortbragg.com City Attorney Keith Collins, kfc@jones-mayer.com

I write to you as the founder and Director of the California Anti-SLAPP Project (CASP). CASP led the fight for passage of the <u>California anti-SLAPP law</u> more than three decades ago, to protect the First Amendment rights of petition and speech. Since then, CASP has earned a reputation as one of the leading anti-SLAPP law firms in the state and has successfully represented many diverse clients against plaintiffs who have attempted to use the courts to intimidate and stifle citizens' rights to petition their government and speak freely on issues of public significance.

I represent Jacob Patterson, who is a resident, voter, and political activist in Fort Bragg.

Mr. Patterson believes that he is a primary target of one or more of the potential cases referenced in item 9C on the Council agenda for October 24, a conference with legal counsel regarding initiation of litigation in three (3) cases. Based on his communications with City Manager Peggy Ducey, Mr. Patterson believes that item 9C will include discussion of the possibility of the City initiating litigation against him, seeking workplace violence restraining orders, pursuant to Code of Civil Procedure section 527.8, the Workplace Violence Safety Act.

My message to you is - don't do it, don't sue Mr. Patterson.

# A. The Workplace Violence Safety Act.

To get an injunction under the Workplace Violence Safety Act, a petitioner employer must (1) prove its employee has suffered unlawful violence or a credible threat of violence from an individual that can reasonably be construed to have occurred in the workplace; and (2) "demonstrate by clear and convincing evidence that it is reasonably

likely such unlawful violence may occur in the future absent a restraining order." (*City of Los Angeles v. Animal Defense League* (2006) 135 Cal.App.4th 606, 615.)

This law "limits the acts that may be sought to be enjoined by an employer to unlawful violence or a credible threat of violence." (*Id.* at p. 615; see also *Scripps Health v. Marin* (1999) 72 Cal.App.4th 324, 333-334.)

The City's evidentiary burden to show that its case has merit by "clear and convincing evidence" is a very high one. To do this, the City must produce proof that is clear, explicit, and unequivocal; so clear as to leave no substantial doubt; or sufficiently strong to demand the unhesitating assent of every reasonable mind. (*Copp v. Paxton* (1996) 45 Cal.App.4th 829, 846.) As discussed below, the City cannot meet that evidentiary burden.

#### B. The First Amendment and the California Anti-SLAPP Law.

It is textbook First Amendment constitutional law that "Criticism of those responsible for government operations must be free, lest criticism of government itself be penalized." (*Rosenblatt v. Baer* (1966) 383 U.S. 75, 85.)

"Public discussion about the qualifications of those who hold or who wish to hold positions of public trust present the strongest possible case for applications of the safeguards afforded by the First Amendment." (*Aisenson v. American Broadcasting Co.* (1990) 220 Cal.App.3d 146, 154; see also *Kapellas v. Kofman* (1969) 1 Cal.3d 20, 36 ["government officials and candidates for such office have almost always been considered the paradigm case of 'public figures' who should be subjected to the most thorough scrutiny"]; *McCoy v. Hearst Corp.* (1986) 42 Cal.3d 835, 859 ["[t]he public possesses an 'independent interest' in the qualifications and performance of its public officials"].)

The purpose of the California anti-SLAPP law, Code of Civil Procedure section 425.16, is to create a procedure to protect the exercise of the constitutional rights of petition and speech. It was enacted to address "a disturbing increase in lawsuits brought primarily to chill the valid exercise of the constitutional rights of freedom of speech and petition for the redress of grievances" and it "shall be construed broadly" to protect petition and speech rights. (§425.16(a).) The "point of the anti-SLAPP statute is that you have a right not to be dragged through the courts because you exercised your constitutional rights." (*People ex rel. Lockyer v. Brar* (2004) 115 Cal.App.4th 1315, 1317.) In the *City of Los Angeles* case, the City of Los Angeles filed three workplace violence petitions, seeking restraining orders against an animal rights organization and an animal rights activist. These claims were held to be meritless SLAPPs (*City of Los Angeles*,

*supra*, 135 Cal.App.4th at pp. 617-628) and the City was ordered to pay the defendants' attorneys' fees and costs. (*Id.* at pp. 627-628.)

Attorneys fees in anti-SLAPP cases can be quite high. For instance, it was recently revealed that Planet Aid, which had sued Reveal and the Center for Investigative Reporting for their investigative reporting, and had litigated ferociously, has agreed to settle its SLAPP by paying the defendants \$1.9 million for their attorney fees. See:

https://www.techdirt.com/2022/10/20/some-good-news-planet-aid-agrees-to-pay-1-9-million-to-settle-its-slapp-suit-against-reveal-news/

# C. The City Will Not Be Able to Meet Its Burden to Justify a Workplace Violence Restraining Order Against Mr. Patterson.

Mr. Patterson tells me that City Manager Ducey has communicated to him that she believes that his civic engagement, including his requests for public records and his frequent critical comments regarding the work product of City staff, are "bullying," a form of workplace "violence," even though there have been no credible threats of physical violence from Mr. Patterson.

At Mr. Patterson's very first meeting with City Manager Ducey, on August 11, 2022, she had the Chief of Police attend and insisted on recording the meeting, in what appears to be an attempt to intimidate Mr. Patterson into silence. In that meeting, the City Manager and Chief of Police both mentioned potential restraining orders against him, referencing hypothetical mass shooting incidents from disgruntled staff or unstable members of the public (not Mr. Patterson) who may react to Mr. Patterson's critical comments. During this conversation, the City Manager and Chief of Police acknowledged that they were not accusing Mr. Patterson of being violent or likely to commit violence himself. The City Manager subsequently reassured Mr. Patterson that she does not believe that he personally poses a risk of physical violence.

On or about August 30, 2022, the City Manager informed Mr. Patterson that she had issued directives to City staff that they need to refer all communications from Mr. Peterson to her, rather than handling the matters themselves. She has technologically blocked his ability to email anyone in the City other than the City Manager and City Council members. This restriction - censorship - has also been applied to Mr. Patterson's formal public comments on noticed agenda items, despite the City Manager's assurances to the contrary. Her proposal that the City spend money to sue Mr. Patterson to silence him appears to be just part of that pattern.

When Mr. Patterson met with the City Manager last Thursday, October 20, 2022, she told him, shortly before the meeting agenda with item 9C was published, that the City had

litigation options they could pursue to deal with him, and that he is not the only one who can sue in the courts to address city concerns. She did acknowledge, however, that Mr. Patterson did not have any malice behind his critical comments.

Mr. Patterson's communications are protected activities, and thus not subject to restraining orders, including submitting public comments and other communications about matters pending before the City Council, Planning Commission, and various committees, as well as investigating relevant facts concerning those pending matters through public records requests and in-person inquiries. Such inquiries are made in response to public notices inviting interested members of the public to seek out information about pending development applications. (*Briggs v. Eden Council for Hope & Opportunity* (1999) 19 Cal.4th 1106, 1123 [the anti-SLAPP law protects all statements made before, or in connection with an issue under consideration by, an official proceeding, whether or not they involve a public issue].)

Mr. Patterson's requests have been legitimate and non-frivolous. Most importantly, none of his activities amount to a credible threat of physical violence from Mr. Patterson directed at City staff or officials. The City cannot point to a single instance where Mr. Patterson engaged in any physical violence, endorsed violence, threatened violence, or even approved violence. The government cannot use the courts to impose prior restraints on his political speech about City operations or his public records requests.

Further, even if communications involving criticism of work product and advocacy for staffing changes could be considered a credible threat of violence, which they cannot, there is no possibility of recurrence of the allegedly offensive contacts because the City Manager has implemented staff procedures to limit Mr. Patterson's communications and contacts to be directed only to her or the City Council.

#### D. Conclusion.

On this record, if the City does file one or more petitions for workplace violence restraining orders against Mr. Patterson and/or others, they will be meritless SLAPPs, just as were the SLAPPs (also disguised as petitions for workplace violence restraining orders) filed by the City of Los Angeles against those annoying animal rights activists.

As a result, the City and any other petitioners will be liable for Mr. Patterson's attorneys' fees, pursuant to the anti-SLAPP law, Code of Civil Procedure section 425.16, subdivision (c). (See also *Ketchum v. Moses* (2001) 24 Cal.4th 1122; *City of Los Angeles, supra*, 135 Cal.App.4th at pp. 627-628.) In addition, the filers of the SLAPP and their attorneys may be liable for malicious prosecution. (See CCP §425.18; see also *Wilson v. Parker Covert & Chidester* (2002) 28 Cal.4th 811.)

I urge you to protect the First Amendment and the City's purse - do not file any petitions against Mr. Patterson.

Sincerely, Mark Goldowitz founder and Director California Anti-SLAPP Project www.casp.net



# **City of Fort Bragg**

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

#### **Text File**

File Number: 23-141

Agenda Date: 5/8/2023 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Report

Agenda Number: 9B.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) subdivision (d) of Gov. Code Section 54956.9: Claim of Jacob Patterson (#2023-08).

File With: City Clerk's Office City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437

# CLAIM FOR MONEY OR DAMAGES AGAINST THE CITY OF FORT BRAGG

CLAIM NO. 2023-08
RECEIVED

APR 2 5 2023

City of Fort Bragg City Clerk

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraph(s) being answered.

Name of Claimant:	See attached.	
Post Office Address	;	
Post Office address t	o which the person presenting t	he claim desires notices to be sent:
Name of Addressee	0	Telephone:
Post Office Address		
The date, place and	other circumstances of the occu	rrence or transaction which gave rise to the claim asserted.
Date of Occurrence	Various	Time of Occurrence:
Location:		
Circumstances givir	ng rise to this claim:	
See attached.		
General description of the time of the prese See attached.	of the indebtedness, obligation, ntation of the claim.	injury, damage or loss incurred so far as it may be known a
The name or names	of the public employee or emplo	byees causing the injury, damage, or loss, if known.

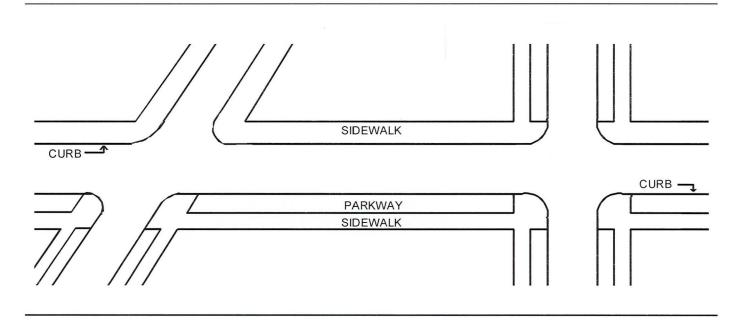
computation of the amount claimed.	time of the presentation of the claim, together with the bas
Amount Claimed and basis for computation:	
amount shall be included in the claim. However, if A limited civil case is one where the recovery soug	ount claimed exceeds ten thousand dollars (\$10,000), no exit shall indicate whether the claim would be a limited civil of the exclusive of attorney fees, interest and court costs doe which the recovery sought is more than \$25,000. (See Control of the except of the exc
Limited Civil Case	Unlimited Civil Case
You are required to provide the information re §910.	equested above in order to comply with Government
Claimant(s) Date(s) of Birth: Jacob Patterson: December 22, 1976	David Childs: October 2, 1985
Name, address and telephone number of any witr claim asserted: See attached.	nesses to the occurrence or transaction which gave rise t
If the claim involves medical treatment for a clair number of any doctors or hospitals providing treatment to provide at this time due to privacy and	ment:
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number of any doctors or hospitals providing treatm Decline to provide at this time due to privacy and of the claim relates to an automobile accident:  Claimant(s) Auto Ins. Co.:  Address:	confidentiality concerns.  orts or similar documents supporting your claim.  Telephone:  Insurance Policy No.:

#### **READ CAREFULLY**

For all accident claims, place on following diagram name of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If City/Agency Vehicle was involved, designate by letter "A" location of City/Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw

City/Agency Vehicle; location of City/Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



**Warning:** Presentation of a false claim is a felony (Penal Code §72). Pursuant to CCP §1038, the City/Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature:

Date: April 25, 2023

By: Jacob Patterson on behalf of himself and David Childs

# ATTACHMENT TO FORM FOR CLAIM FOR MONEY DAMAGES AGAINST THE CITY OF FORT BRAGG

#### 1. CLAIMANT INFORMATION:

Jacob Patterson David Childs

444 N. Corry Street 1950 Franklin Blvd., PMB #4

Fort Bragg, CA 95437 Eugene, OR 97403 (707) 964-2417 (707) 409-4274 DOB: 12-22-1976 DOB: 10-02-1985

#### 2. ADDRESSES FOR CLAIM NOTICES:

Primary Notice Address:With Copy to:Lucie Hollingsworth, Attorney at LawJacob Patterson1 Zanco WayPO Box 2814

Novato, CA 94947 Fort Bragg, CA 95437 lucieclare@msn.com jacob@lawjrp.com

Claimants are informed and believe, and upon such information and belief allege:

## 3. TIMELINE AND DETAILS ABOUT RELEVANT EVENTS GIVING RISE TO THE CLAIMS:

In 2020 during the Covid-19 pandemic, the City of Fort Bragg (City) administered a Tenant Based Rental Assistance program (TBRA) to help pay outstanding past due rent and future rent for qualifying renters in the City limits. City Clerk June Lemos was one of two City Staff who administered the City's Covid-19 TBRA program along with Natalie McLaughlin. Then (now former) City Manager Tabatha Miller also signed program documents. These staff had access to confidential private information regarding TBRA program participants, including but not limited to their identities, their income sources and amounts, the terms of their leases, their personal contact information like home address, the amounts of past due rent, their utility expenses, and other similar information. David Childs and Jacob Patterson were tenants of their mother, Michelle Roberts, who applied for and were approved to participate in the TBRA program based on their incomes being significantly impacted by the Covid-19 pandemic.

Program participants understandably have a reasonable expectation of privacy in such information and the City did not disclose to program participants that their application materials and information might be made public through any means, let alone in response to requests for public records under the California Public Records Act (CPRA) or through staff contacting local reporters or community members asking that they report on or write about the participation of Childs or Patterson as tenants receiving such assistance for rentals where their mother was the landlord while she was also an appointed member of the Fort Bragg Planning Commission and later as a candidate for Fort Bragg City Council.

In and around April of 2021, several City officials, including Lemos and Miller, discussed Patterson's participation in the TBRA program as a tenant of Roberts with a local reporter, Chris Calder, who they apparently encouraged to write an article about what they alleged were improper and potentially fraudulent actions to collect TBRA funding. Lemos was privy to confidential and private information about Patterson and Childs' form their TBRA application materials and it appears that she improperly used her access to this confidential and non-public information to try to attack Patterson and Roberts who had spoken against Lemos' prior actions directed at Patterson when he filed formal complaints about Lemos that resulted in regional new coverage about Lemos and community members calling for her discipline or termination.

According to Calder, who interviewed both Patterson and Roberts about the City officials' allegations, they specifically alleged that Roberts improperly collected additional money by increasing her sons' rent after the program was underway. These allegations were not accurate and Calder refused to write any articles including what arguably amounted to defamatory allegations of fraud and because he may have recognized that tenants' participation in incomequalified public assistance programs was private and not of public interest even though the landlord was a current Planning Commissioner and Patterson was a local activist who frequently participated in civic matters, including matters before the Planning Commission. Calder specifically asked Roberts and Patterson about the alleged increase in rent and they explained that did not actually occur and the different amounts charged beginning July 2020 were due to Roberts moving into a newly-built accessory dwelling unit and Patterson taking over her prior residential unit.

Prior to his interviews with Patterson and Roberts, Calder also submitted at least two published CPRA requests for records relating to the allegations of the City officials concerning Patterson and Roberts, PRA Requests 21-92 and 21-99. The City provided responses to these requests and redacted all information that related to Roberts' other tenant, Childs, and some but not all private information about Patterson. City Clerk Lemos was the City staff contact for the two CPRA requests submitted by Calder in response to the allegations about Roberts and Patterson and she released the documents and performed some redactions based on the Public Interest Exception balancing test after making those determinations.

In August of 2022 Roberts was still serving as a Planning Commissioner and became one of eleven candidates for City Council for the November 8, 2022 election. Incumbent councilmembers Lindy Peters, Tess Albin-Smith, and Marcia Rafanan were also candidates for the three available seats (one two-year short term and two full four-year terms.) There was a controversy concerning the nomination papers of Albin-Smith and Peters and the two different races that were happening for the open City Council seats because Lemos had made a mistake about the filing dates for candidates based on one of the incumbents choosing not to run for reelection thus extending the filing deadline but Lemos failed to clarify that the extension only applied to non-incumbent candidates. Albin-Smith ended up missing the deadline to run for the full four-year term, for which she was an incumbent and had collected nomination signatures

from registered voters, and Peters had already returned his nomination signatures to run for the single two-year short term for which he was not an incumbent. Rafanan timely returned her nomination papers to run for one of the full four-year terms.

By that time, Miller had been replaced by Peggy Ducey as City Manager (Interim City Manager from July to early September 2022 and City Manager beginning in September 2022). Shortly after Ducey's initial appointment as Interim City Manager, Ducey was approached by several City staff, including City Clerk Lemos, who complained about Patterson's active civic engagement and style and his history of interactions and complaints about her. Thereafter, Ducey took a very confrontational approach to Patterson and supported Lemos' opinions and allegations about Patterson being a nuisance and alleged bully based on his frequently critical comments about City work product and staff.

Ducey had various meetings with Patterson, which included discussing the City Council race and her steadfast support for retaining Lemos as City Clerk despite Patterson's serious complaints and objections about Lemos' history of alleged harassment, discrimination, and retaliation toward Patterson following his filing a formal complaint and liability claims based on Lemos and Miller's past actions prior to Ducey's tenure. Patterson had also called for the termination of Lemos as City Clerk, who also serves as the City's elections official, due to the controversy concerning the nomination papers. Specifically, Patterson objected to how Lemos, Peters, and Albin-Smith decided to deal with their nomination papers in ordination with Ducey which involved them collaborating to alter try to alter the nomination papers and switch the races they were running for so Albin-Smith wouldn't have to run against Peters for the single two-year seat leaving one of them unable to continue on after the election. Peters and Albin-Smith both have expressed their support for retaining Lemos as City Clerk and supported hiring Ducey as City Manager.

The non-incumbent challengers were not as openly supportive and some of them expressed real concern about retaining either Lemos or Ducey in their roles. Several candidates in particular were closely affiliated with Patterson and had expressed their support of his advocacy to remove both Lemos and Ducey from their roles as appointed City officials should they be elected to the City Council. Candidates who were viewed as being aligned with Patterson included his mother, Roberts, and Alberto Aldaco, who was running against Peters for the single two-year seat, as well as incumbent Rafanan due to her long-standing relationship with Patterson's close friend and fellow local activist Jenny Shattuck.

After community push back and allegations of impropriety concerning the apparent collusion between Albin-Smith, Peters and Lemos to allow the candidates to alter their nomination papers in an attempt to allow Albin-Smith to run for the two-year term and Peters to run for one of the full four-year terms, Albin-Smith collected new nominating signatures and ran for a four-year seat as a write-in candidate. Patterson's mother, Roberts, was also running for one of the four-year terms along with Rafanan and six other candidates.

In one of the meetings between Ducey and Patterson in August 2022, they discussed Lemos' allegations concerning Paterson's and Roberts' participation in the TBRA program. At this meeting, Patterson informed Ducey that he had been discussing City staffing with most of the candidates for City Council and that he had been advocating for the non-incumbent candidates to replace Lemos as City Clerk should they be elected. Patterson indicated that if the challengers rather than the incumbents were successful, that he thought there was little chance Lemos would remain as City Clerk following her history of alleged misconduct (e.g., the current nomination paper controversy and related to his prior liability claims filed with the City concerning Lemos' alleged retaliation against Patterson following his formal complaints). Patterson also indicated he was advocating for the candidates other than Peters and Albin-Smith to consider removing Ducey as Interim City Manager if they were successful in the election, in part based on Ducey's direct participation is the apparent collusion concerning trying to improperly alter the nomination papers of Peters and Albin-Smith. Following that meeting, Ducey pushed for and was awarded a contract from the City Council to serve as City Manager rather than acting as Interim City Manager. Her employment contract included a clause that purported to prohibit the newly-elected City Council majority from removing her as City Manager prior to July 1, 2023 and to require severance that did not apply when she was serving in an interim capacity.

During the following period, City officials took actions that seemed like attempts to bolster the candidacies of Albin-Smith and Peters, supporters of Lemos and Ducey, and to undermine the candidacies of the candidates viewed as being affiliated with Patterson, including Roberts and Aldaco. This included the City issuing a press release about the nomination papers controversy that attempted to dismiss or diminish the alleged impropriety of Albin-Smith's and Peters' attempted alteration of their nomination papers. In addition, the City proactively began preparing a police body cam video of an incident involving Aldaco acting inappropriately with the responding police officers even though no one had yet requested the City release that video through a CPRA request (or otherwise) at the time staff began redacting confidential content in the body cam video. Moreover, the Chief of Police proactively notified Ducey and Mayor Bernie Norvell via email about the incident on September 23, 2022. Ducey proceeded to ask Mayor Norvell if she should have the Chief of Police notify the other current councilmembers about the Aldaco incident before they heard about it from other sources. He indicated he thought that was a good idea but instead of following through on that action, Ducey instead appeared to only email Albin-Smith and Peters about the incident. Ducey did not notify Rafanan even though she was also on the City Council and running as a candidate. Ducey also did not appear to notify Vice Mayor Jessica Morsell-Haye who was not running for another term and who appeared to have a strained relationship with Ducey once Ducey secured her employment contract in early September.

On September 24, 2022, Matt LaFever, a local online reporter submitted a formal request for the Aldaco body cam footage based on "intel" he received. At that time the City had not released anything publicly and, other than relevant Fort Bragg Police Department officers,

Page **4** of **10** 

internal City emails show that the Chief of Police only notified Ducey and Norvell. LaFever communicated with both Peters and Norvell about the incident and arranged for a quote from Peters for his article concerning the Aldaco incident. As a result of the harassment Aldaco received when the City released the body cam footage and he was contacted by LaFever, he announced he was withdrawing from the race against Peters for the two-year seat. Based on the timing of the relevant emails between City officials and LaFever, the release of the body cam video, and its preparation for potential release prior to any request to do so, it appears that LaFever's source of "intel" was likely City officials themselves.

In addition to what looks suspiciously like City officials trying to support their preferred candidates Peters and Albin-Smith at the expense of non-incumbent candidates like Aldaco, including in the course of the performance of their official duties, the City took actions that were used to undermine Roberts' candidacy. These actions appear to suggest that people associated with Patterson were being retaliated against by City officials because of their association with him and in an effort to bolster the candidacies of Peters and Albin-Smith, perhaps in part to protect the continued employment of Lemos and Ducey in their appointed roles. This includes a series of (perhaps targeted) actions that harmed Roberts' candidacy and campaign, which included the actual or likely involvement of Lemos, if not Ducey. Unfortunately, this involved a smear campaign accusing Roberts and Patterson of fraud related to the TBRA program from 2020, the exact same allegations that Lemos and Miller reportedly had made to Calder about Roberts and Patterson in 2021. This included the false and arguably defamatory allegation of Roberts increasing Patterson's rent once he qualified for rental assistance, which was expressed against Roberts online and in the Anderson Valley Advertiser (AVA) by former Councilmember and Mayor Will Lee, who is a close friend and confidant of City Clerk Lemos. Lemos provided Lee with useful information in her role as City Clerk and Custodian of records, including information about Patterson and Roberts that Lee then referenced in his opinion pieces arguing against Roberts' candidacy.

Lee submitted PRA 22-164 on September 26, 2022 concerning Patterson's CPRA requests. Shortly thereafter, Lemos processed PRA Request 22-167 from what appears to be pseudonym "Betty Whynot" concerning the TBRA program payments. Lemos published a spreadsheet listing all of the renters who received assistance under the TBRA program, although it did not pair the tenants with their respective landlords. Patterson and Childs were included in that spreadsheet along with all participating renters. On October 7, 2022, Lee posted another online attack that referenced Roberts and Patterson and the TBRA program, identifying Patterson and Childs as Roberts children and tenants and listing their N. Corry Street address even though that information was not in the spreadsheet Lemos had published. In fact, Lee did not have a likely source for any information about Childs' participation, who was not well known or involved in civic affairs in Fort Bragg, and whose information had been redacted from the City's responses to Calder's prior CPRA request. Lemos, however, had access to that confidential and private information and she appears to have revealed it to Lee even though she herself had deemed it private and confidential when she responded to PRA 21-92.

Following Lemos' publication of the TBRA spreadsheet and Lee's October 7, 2022 smear piece in the AVA, Patterson emailed Ducey to complain about what he alleged was a clear violation of his privacy rights and the rights of all participating renters in the TBRA program, specifically noting that Lee referred to the TBRA allegations. After Patterson complained that Lee's online posts and comments included false and potentially defamatory allegations, Lee deleted some of his more incendiary online posts that repeated the TBRA allegations that Lemos and other City officials apparently revealed to Calder in 2021 and may have discussed with Lee as a way to attack or undermine Roberts' candidacy. Based on all this, is it reasonable to infer that "Betty Whynott" was actually a pseudonym for Lee and/or Lemos in their possible collaboration to undermine Roberts' campaign (although other City insiders may be involved as well), because of Lee's reference to non-public information about Childs and Patterson that Lemos had access to as City Clerk and one of the TBRA administrators.

On October 18, 2022 another anonymous requester going by the name "Mendocino Alliance for Candidate Transparency" (MACT) submitted a series of CPRA requests concerning Roberts, Patterson, and Childs (PRA Requests 22-182 through 22-186) including requesting records related to the TBRA program. At that point, there had been no public information identifying Childs as Roberts' child and tenant or that Childs had participated in the program other than Lee's prior online comments. Lemos had inside knowledge of that information from her involvement administering the TBRA program and Lee mentioned Roberts' two sons being her tenants. However, this new anonymous group conveniently knew to request the records that would demonstrate these connections and then Lemos proceeded to publish TBRA records about Childs and Patterson in response to the request from October 19, 2022 through October 28, 2022. These records include the application materials and other records for both Patterson and Childs that were uploaded on October 27, 2022 with minimal redactions, including not redacting some of the same private and confidential information about Childs that Lemos had redacted from her response to Calder's 2021 request.

Moreover, PRA Request 22-183 specially requested records about Patterson's and Childs' alleged increased rent during the program and about any payments for late fees that were not previously known publicly or available except within the City's internal program records (or the memories of the program staff). This suggests that MACT likely involves one or more City insiders, possibly including Lemos and/or Ducey, or that Lemos or another City official with inside knowledge tipped off their likely collaborators to request these records.

Following Lemos' posting the City's responses to MACT's requests, a letter attacking Roberts was submitted by an anonymous person going by the pseudonym "Outraged in Fort Bragg" and published in the AVA beginning on November 2, 2022, a mere week prior to the November 8, 2022 election for Fort Bragg City Council. This letter included the same false allegations about Roberts and Patterson's supposed abuse or fraud concerning the TBRA program and also referenced inside information that was not available in a public forum or apparently in any of the City's responses to PRA Requests 22-182 through 22-186. Patterson provided a response to

the AVA that refuted all of the false allegations. Both Lemos and Ducey had access to the internal emails and private and confidential information that was referenced in the letter to the AVA that was published on November 2, 2022 and thereafter.

After election day, the County released preliminary election results that showed Roberts ahead of Albin-Smith by a substantial margin, presumably based on the earlier ballots that were likely cast prior to the unfounded attacks against her being published online, which in turn referenced information that the City released about Patterson and Childs applications and participation in the TBRA program. Prior to these allegations about Roberts' integrity by Lee and these anonymous commenters, Roberts was on track for election rather than Albin-Smith. After the attacks, Albin-Smith eked ahead of Roberts for a final difference of a mere three votes. The City's release of private and confidential information about Roberts' sons and tenants facilitated the publication of theses unfounded attacks on Roberts and likely played a significant role in the City Council election results. Regardless, neither Patterson nor Childs were running as candidates for public office nor was their participation in an income-based rental assistance program administered by the City relevant to the City Council election, or other matters of public concern, despite apparently serving as a means to falsely attack and undermine the candidacy of Roberts. Even if Roberts' receipt of public funding through the TBRA program was relevant to her candidacy and campaign, information about her tenants' identities, financial situation, income sources, or rental agreement terms was not relevant. However, the City released such private and confidential information anyway and then it was used to falsely accuse Roberts, Childs, and Patterson of fraud and abuse of the TBRA program and to impugn their integrity and reputations.

Following the election, Patterson followed up with the City concerning the release of his private and confidential information, and the TBRA program in general, as well as that of the other renter participants. At some point, City officials must have reviewed the TBRA program files, perhaps to investigate Patterson's inquiries and objections concerning the City's alleged breach of his privacy rights concerning the City's release of his information during the campaign, because an entire file box containing the records of each renter participant was left in the downstairs conference room of City Hall. This conference room is connected to the public lobby and was available for any staff person or member of the public who enters City Hall to access.

These TBRA files were left unattended in that downstairs conference room for what appeared to be several weeks through March 7, 2023 based on Patterson's personal observation of the file box over a series of times he used the conference room to review City records or meet with City Manager Ducey about City business at City Hall. The box was not removed until he brought it to Ducey's attention on March 7, 2023 and asked that she return the box to a secure location and objected to his and all participants TBRA records being left unattended and accessible to anyone who was in the publicly-accessible conference room.

On March 30, 2023, Patterson emailed Ducey to request an in-person review of his own TBRA program file from the box he brought to her attention on March 7, 2023. On March 31, 2023,

Patterson reviewed his own TBRA file and requested copies of all records to verify what information about him, and the other renter participants in the TBRA program, had been left available for anyone in the room to review. The files are labelled with each participant's full name and residential address and the contents include all forms without any redactions for private and confidential information. The files for Patterson and Childs had been pulled by someone and were stored horizontally on the top of the file box with the files for the other renter participants filed vertically underneath the pulled files. Understandably, Patterson objected to his private and confidential information including his monthly income amounts, personal residential address, and other similar information being left unattended and available for anyone present in the downstairs conference room during this period to view. Patterson also requested to review the rest of the TBRA program files for further follow up but has not yet received further access to the rest of the TBRA files stored in the file box.

### 4. GENERAL DESCRIPTION AND FURTHER BASIS OF INJURIES AND CLAIMS:

## **Violation Of Privacy Rights**

Violation of the privacy rights of Patterson and Childs (as well as those of all other renter participants in the TBRA program) pursuant to Article I, § 1 of the California Constitution (See, e.g., Hill v. National Collegiate Athletic Assn., 7 Cal. 4th 1, 26 Cal. Rptr. 2d 834, 865 P.2d 633 (1994) requiring a plaintiff to establish "(1) a legally protected privacy interest; (2) a reasonable expectation of privacy in the circumstances; and (3) conduct by defendant constituting a serious invasion of privacy.") Article I, § 1 prohibits "the improper use of information properly obtained for a specific purpose, for example, the use of it for another purpose or the disclosure of it to some third party." (See White v. Davis, 13 Cal.3d 757, 775 (1975).)

As renter participants in the TBRA program, Claimants did not provide informed consent to violate their rights to privacy in the application documents, and the personal and confidential information contained therein, and the City cannot demonstrate a valid need to invade the program participants' privacy that is compelling enough to overcome the reasonable expectation of privacy in such personal information.

Furthermore, the City's release of Claimants' TBRA application materials including private and confidential information about their personal finances and living arrangements arguably violates their common law rights to privacy, providing a basis for tort claims because the City unlawfully disclosed this private information (public disclosure of private facts), and publicized them in a false light (false light) by suggesting to local reporters and community members that Patterson and/or Childs manipulated or falsified our TBRA application information to maximize the financial benefits to Roberts despite having access to information that demonstrated such allegations were false.

The same facts suggest a violation of Claimants' privacy rights under federal law in addition to California law. For example, the program guidelines and applicable federal legislation included the requirement that the City develop and enforce privacy protection measures for program

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participants. (See the Consolidated Appropriations Act of 2021, Division N, Section 501, Subdivision (g)(4), which includes the privacy provisions applicable to Coronavirus pandemic rental assistance.) The City failed to develop such protections and did not protect Claimants' private information when they released such information to third parties (e.g., to Calder or Lee) or published it online in response to records requests without redacting the private and confidential content.

## **Unlawful Retaliation**

City officials' apparent targeting of Patterson and Childs (as well as Roberts and Aldaco) provides the basis for causes of action for unlawful retaliation due to Patterson's frequent exercise of his protected rights (e.g., critical public comments and communications about matters of public concern and requests for public records and information) and his history of raising objections and filing complaints whereby he expressed his opinions that City officials may have violated the law in the performance of their duties, including Lemos, Ducey, Albin-Smith, and Peters (e.g., the City Council nomination paper controversy). Childs is Patterson's brother and is arguably being targeted because of his association with Patterson in a similar manner to how candidates Roberts and Aldaco were apparently targeted with retaliatory action based on their known or perceived close associations with Patterson.

The apparent retaliatory acts are connected to Patterson's prior complaints and liability claims that were filed by Patterson, including on November 11, 2020, February 18, 2021, April 20, 2021, and November 15, 2021. The City has those claim forms and supporting documentation in their current records and they were uploaded to the NextRequest platform as part of the City's response to PRA Request 22-184 on October 25, 2022 and October 27, 2022. These City records should be incorporated by reference into this liability claim as if set forth herein as further evidence and support to demonstrate that City officials' alleged targeting of Patterson with retaliatory acts is part of a continuing pattern and course of conduct by these officials. This is particularly apparent regarding City Clerk Lemos, who has been a common thread linking the events into a continuing pattern of retaliatory actions. More recently, this pattern of retaliatory actions appears to have been extended to known or perceived close associates of Patterson, including his brother Childs and mother Roberts, and involve the conduct and apparent participation of additional City officials, including City Manager Ducey.

## **Other Potential Causes of Action**

The above alleged facts and contentions may also support other causes of actions, including, for example, Intentional or Negligent Infliction of Emotional Distress, and Defamation. Patterson may also further pursue causes of action listed in his prior submitted claims that are arguably part of the same continuing series of interconnected harms as the more recent incidents listed above.

## **Damages**

Claimants are seeking to recover a reasonable amount of economic and noneconomic damages for past and future mental suffering, loss of enjoyment of life, inconvenience, grief, anxiety, humiliation, other emotional distress, and damage to reputation. They may also seek punitive damages due to any intentional acts of City officials that caused their alleged harms, including but not limited to City Clerk Lemos and City Manager Ducey. Claimants seek amounts, in current dollars at the time of payment, that will compensate each of them for these noneconomic damages without further reduction to present cash value.

## 5. PUBLIC EMPLOYEES AND OFFICIALS CAUSING INJURY, DAMAGE, OR LOSS:

City Manager Peggy Ducey

City Clerk June Lemos

Other City officials who may have participated in the relevant events but whose specific identity may be unknown at this time, including but not limited to current members of the City Council and subordinate City staff and officials.

#### 8. WITNESS INFORMATION:

Too numerous to list but includes the current City Council members, all City Council candidates running in the November 2022 election, Chief of Police Neil Cervenka, and anyone who viewed the allegedly private and confidential information about the claimants that was published by the City online or otherwise disclosed to third parties.

Specific relevant witnesses include but are not limited to:

Alberto Aldaco, 707-357-3337, mendocinotechguru@gmail.com

Bernie Norvell, 707-272-3875, bnorvell@mcn.org

Jason Godeke, 707-409-0034, jasongodeke@hotmail.com

Jay McMartin-Rosenquist, 707-485-4079, jay@mcn.org

Jenny Shattuck, 707-813-1427, jenxvann@yahoo.com

Jessica Morsell-Haye, 323-559-6399, jessicamorsell@yahoo.com

Karen Deitz, 707-367-5699, kdeitz@mcn.org

Lindy Peters, 707-357-0203, linwood24@hotmail.com

Marcia Rafanan, 707-357-4735, marciameadlin13@gmail.com

Michelle Roberts, 707-367-2113, mroberts55@mcn.org

Tess Albin-Smith, 707-972-7833, tess@alumni.ucdavis.edu

Will Lee, 707-367-8060, tonelee@sbcglobal.net and william.lee3@hcahealthcare.com

## **Enclosed Exhibits:**

- Excerpts from Relevant AVA Publications
- Relevant California Public Records Act Request Documents

From: <u>Jacob Patterson</u>
To: <u>Lemos, June</u>

**Subject:** Public Comment -- 5/8/23 CC Mtg., Item No. 9B

**Date:** Friday, May 05, 2023 3:53:58 PM

## City Council & Staff,

I just want to point out that this agenda description is somewhat misleading in that it only lists me as a claimant but the submitted claim lists two separate and distinct claimants. (Actually, I think either of us could also potentially serve as a class representative for the other program participants whose private information was also not protected by City officials.) In addition, although the claim form itself is uploaded as an agenda item document, none of the submitted exhibits are included. It should be noted that the exhibits, including the additional attachment that was submitted to the Acting City Clerk on April 28, 2023, are all integral components of the submitted claim. I am not sure why they were omitted when the claim form itself was included.

Regards,

--Jacob

From: Jacob Patterson
To: Lemos, June

**Subject:** Supplemental Public Comment for 5/8/2023 CC Mtg., Item No. 9B

Date: Monday, May 08, 2023 5:09:16 PM
Attachments: Omitted Exhibits from Claim.pdf

For context, these are the missing exhibits from the submitted claim form that the City did not include in the agenda packet materials even though the related claim form and narrative was published.

## **EXCERPTS FROM RELEVANT AVA PUBLICATIONS**



#### America's Last Newspaper



Fanning the Flames of Discontent

April 19, 2023

Mendocino County Today: Thursday, August 18, 2022

BY AVA NEWS SERVICE ON AUGUST 18, 2022

Slight Cooling | County Workers | 11 Candidates | Antone Lemos | Skunk Schooled | Blackberry Festival | Mechanics Class | Quong Kids |
Haschak Take | Shipwreck Survivors | Yesterday's Comments | Bunyan Returns | Steele Release | Hilda Lyons | Ed Notes | Tippett Statement |
Silas Coombs | Elusive Link | Reno Example | Yesterday's Catch | Dead Fish | Jay Frankston | Book Readers | California Lightning | Oakland
Camp | Crazy Juice | Freeloading Bums | Hey McCloud | Complicated Geometry | Ukraine | Corinthian Helmets | Sir Trumpalot | The Life

-

ISOLATED SHOWERS AND A FEW THUNDERSTORMS will be possible across portions of Trinity County this morning into the afternoon. Dry weather will then return to the region during late week. Otherwise, another day of hot interior temperatures will give way to slightly cooler conditions during the weekend. (NWS)

YESTERDAY'S HIGHS: Ukiah 106°, Boonville 105°, Covelo 103°, Yorkville 102°, Fort Bragg 67°

-w

COUNTY WORKERS once again packed the Board of Supervisors Meeting to demand action to address the skyrocketing cost of living. We listed a number of sources in the budget that can be used to support staff. (SEIU 1021 presser)



de/2/2pm

ELEVEN CANDIDATES WILL RUN FOR FOUR SEATS ON FORT BRAGG CITY COUNCIL

The County Elections Office has certified to the sufficiency of nomination papers for 11 candidates to fill three vacant four-year seats and one vacant two-year seat on the Fort Bragg City Council this November. The candidates are:

Four-Year Term: Richard Garcia, Jason Godeke, Mary Rose Kaczorowski, Richard Mohr, Blanca E. Pena, Lindy Peters (Incumbent), Marcia Rafanan (Incumbent), Michelle Roberts, Scott Taubold.

Two-Year Term: Tess Albin-Smith (Incumbent), Alberto Aldaco

Incumbent Jessica Morsell-Haye will not be seeking reelection.

Information on the 11 candidates will be posted to the City's official website on this page: <a href="mailto:city-clerk/c



The last day to register to vote in the November 2022 election is October 24, 2022. You can register to vote online with the Secretary of State, or in person at the Post Office and the Mendocino County Registrar of Voters office in Ukiah. Mail-in Voter Registration Application forms are also available at the Fort Bragg City Clerk's office at City Hall and the Fort Bragg Public Library. Sample Ballots will begin to be mailed out on September 29, 2022.

10/1/1F

The election will be held on Tuesday, November 8, 2022. Polls will be open from 7:00 a.m. to 8:00 p.m.



Antone B. Lemos, 1898



### CPUC ASSERTS ITS AUTHORITY OVER SKUNK

TO: Michael Hart, CEO Sierra Railroad Company 1222 Research Park Drive Davis, CA 95618 E-mail: mike@sierraenergy.com

Re: Public Utilities Commission's Response to Mendocino Railway's Request

Dear Mr. Hart.

This letter is in response to your July 26, 2022 e-mail to the California Public Utilities Commission's (Commission) General Counsel, Christine Hammond.

In your July 26, 2022 e-mail, you request a letter from the Commission stating that Mendocino Railway is a regulated public utility railroad. Your request is similar to one received from Robert Jason Pinoli, General Manager of Mendocino Railway on October 31, 2018.

On December 7, 2018, the Commission responded in writing to Mr. Pinoli, stating that Mendocino Railway is a Class III railroad. Based on Mendocino Railway's representations to the Commission, the Commission considers Mendocino Railway's rail operations largely unchanged since that time.

Q

#### America's Last Newspaper



Fanning the Flames of Discontent

## Fort Bragg City Council Election Shenanigans

BY JACOB PATTERSON ON OCTOBER 8, 2022

I would like to respond to the Community Column authored by City Council candidate and local activist Mary Rose Kaczorowski published in the September 22, 2022 Advocate, which is pasted below for context. In her column, she discussed the local controversy involving the City Council election involving the City Clerk, who is Fort Bragg's elections official, and incumbent councilmembers Tess-Albin Smith and Lindy Peters, both of whom are running for new terms.

Ms. Kaczorowski characterizes Tess Albin-Smith having to run as a write-in candidate as "unintentional confusion about election regulations" and she asserts that "Not wanting to run against an incumbent is not an intent of wrongdoing." I disagree. In my opinion, the actions of these officials amounted to actual wrongdoing even if they did not understand that at the time. Most of us are familiar with the adage and legal principle that ignorance of the law is no defense, which is relevant to this situation because the actions involved were all intentional even if they did not necessarily intend to violate the Elections Code. However, knowingly submitting altered nomination papers that include false content is a crime under California Elections Code §§ 18201 and 18203, which read:

18201. "Any person who falsely makes or fraudulently defaces or destroys all or any part of a nomination paper, is punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code for 16 months or two or three years or by both that fine and imprisonment."

18203. "Any person who files or submits for filing a nomination paper or declaration of candidacy knowing that it or any part of it has been made falsely is punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code for 16 months or two or three years or by both that fine and imprisonment."

Ms. Kaczorowski and the eight other City Council candidates besides Tess Albin-Smith and Lindy Peters made their choices about which seats to run for in compliance with the applicable rules and procedures set out in the Elections Code. But instead of doing so through correct and legal means, these two incumbents participated in a scheme to simply used the same nomination paper the City Clerk issued to them for their original intended races and alter it by hand to try to run for the other race so they wouldn't have to run against each other for the single two-year seat.

Part of these nomination papers is an affidavit whereby the nominee certifies, under penalty of perjury, that they have been nominated for the particular city council seat identified on the nomination paper. The voters also sign the papers specifically nominating the person seeking public office to the seat that is listed on the nomination paper, which the Elections Code requires to have been typed in by the elections official when they issued the papers to the candidates. Both Ms. Albin-Smith and Mr. Peters signed this certification when they returned their nomination papers but they switched the races to try to avoid running against each other. Both candidates could have collected nominating signatures on the correct nomination paper but chose not to do so. This apparent wrongdoing should not be brushed under the rug as a mere technicality. We are supposed to be able to have free and fair elections but that doesn't include local officials manipulating the nomination process and obtaining an unfair advantage compared to the other candidates who followed the rules.

- Jacob Patterson, Fort Bragg

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Judy Valadao Comments:

Wouldn't Tess running as a write in be the same as if she didn't put her name in at all and then changed her mind and decided to run as a write in?

Other questions being asked is why one candidate assumed the Council is in charge of the PD etcetera, etcetera. I don't believe that is the case at this moment.

Fort Bragg Councilman Will Lee Comments:

The above by Jacob Patterson is just another of his sustained attacks of the City Clerk of Fort Bragg. This unemployed attorney continues his bullying and harassment of City employees and City Council members. He is the same person that filed a frivolous legal claim against the City that settled for \$20 k of the taxpayers money. An ongoing vendetta against the City for not hiring him as City Attorney.

Plus his Mom is running for City Council-Michelle Roberts. Maybe if she wins a seat he could then be hired at City Hall and guide the City into the perfect metropolis they envision.

### Be First to Comment

## Leave a Reply

Logged in as Jacob. Edit your profile. Log out? Required fields are marked \*

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## America's Last Newspaper







Mendocino County Today: Saturday, Oct. 15, 2022

BY AVA NEWS SERVICE ON OCTOBER 15, 2022

Warm Afternoon | JoAnn Charles | Dwarf Iris | ALRVFD Event | Open Sluice | Caregiver Sought | Backyard Sculpture | Candidate Questions |
Logs Stored | County Agenda | Panthers Creamed | Line Hardening | Dam Construction | Public Records | Halloween Tarot | Laundry Search |
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Hotdog | Uncovered Story | Peasant Holidays | Ronald Training | Mephisto | Authoritarian Revolution | Leaky Robot | London Stage | Ukraine |
Uninvited Guest | Sane Response | This Week | Public Execution

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DRY AND WARM AFTERNOON conditions are expected through the weekend across interior portions of Northwest California. Meanwhile, periods of low clouds and dense fog will continue to plague coastal areas. (NWS)

- COM

#### JOANN CHARLES

JoAnn Humphries Charles (affectionally known as "Mama") passed away peacefully on October 12th at her home in Philo surrounded by loving family.

She was born on May 16, 1939, in Reno, Nevada to Jack Humphries and Jean Clow. She spent her early years living on Mare Island where her father worked as an engineer. JoAnn later moved to her family homestead in Philo where she spent most of her life, but not without several residences elsewhere.

JoAnn met the love of her life and high school sweetheart Norman Charles in Boonville who she later married in 1960 after leaving for college at San Francisco State University. The couple initially lived in Berkeley before settling in Santa Rosa where JoAnn taught elementary school and Norman ran a dry cleaner. JoAnn gave birth to three beautiful daughters Dianna, Holly and Suzy Charles who remained by her side until the very end.

Beginning in the early 1970s, her family moved "back to the land" returning to the Philo homestead living in an Army tent initially for several months while building a home and running a Christmas tree farm. "Farm to table" was a way of life during these years during which JoAnn taught her daughters to raise animals, grow a garden, churn butter, make their own bread and as she often would say "cook up a storm."

During the 70s and 80s the family took several adventurous road trips together including their annual migration in a van through Baja, California where they camped on the beach and bought seafood from the local fishermen. In 1985, the family moved to Healdsburg and later in 1993 to Sedona, Arizona m

seafood from the local fishermen. In 1985, the family moved to Healdsburg and later in 1993 to Sedona, Arizona making lifelong friendships along the way.

Norman, passed away, far too soon, in 1999. JoAnn returned to Philo to be with her daughters and while heartbroken, never lost her sense of adventure - traveling the world and eventually buying a condo south of Rosarito, Mexico looking over the ocean in 2007. While she initially planned on just vacationing at the condo, she soon realized that Mexico was her passion and lived there for most of the year while officially becoming a resident. She made close friendships in Baja that became like a second family to her while her first family visited her there often.

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#### QUESTIONS FOR FORT BRAGG CITY COUNCIL CANDIDATE MICHELLE ROBERTS

Considerations: FB Council Candidate Michelle Roberts' son Jacob Patterson

Will you go on the record that you do not condone or are complicit in your son, Jacob Patterson's continued harassment and bullying of City workers and Council Members?

Are you aware of his hundreds of public records requests from City Hall (thousands of pages of documents)?

Do you know his intentions of using all those requested documents received?

If elected, will you recuse yourself on any matters involving your son and his records requests?

Do you support his public statement at the September 12<sup>th</sup> City Council meeting that "election fraud occurred by Council members Albin-Smith and Peters defacing, destroying nomination papers a crime the Police Chief should look into"?

Do you support his efforts to find the City at fault (a misperceived notion that he will eventually find some errors to use against the City with these records reviewed and retained)?

How will you mend relationships with City staff after 5 years of Jacob's activities and bullying them?

Did you support Jacob's legal claim against the City with a settlement of \$22,000 of the taxpayers' money?

Did you raise the rent of your son, Jacob, during the pandemic and while receiving rental assistance from the City?

These are serious questions and concerns for a candidate that may be tasked with the City's budget and maintaining a safe workforce at City Hall.

- Will Lee, former Council Member and Mayor





Logs Stored, Big River

-13/3/3

COUNTY/AGENDA NOTES

as Best Picture? — but so decorating the man who may be more responsible than any one person on earth for a decade of widening wealth inequality is like asking for a pitchfork rebellion.

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## THE LAST PUBLIC EXECUTION IN AMERICA, Rainey Bethea, Owensboro, KY, 1936





### 23 Comments

Jerry Burns october 15, 2022

I always love the Iris photos Bru....er.... Mr. Editor!

JB

PS - Of course there's nothing like a good public execution photo thrown in for good measure.

## Reply

Marmon

OCTOBER 15, 2022

"The Democrat Party that I joined—the party of JFK and MLK, Big Tent inclusivity, and fought for free speech, civil liberties—that Party no longer exists. It is now under the complete control of a warmongering, elitist cabal. That is why I left, and why I ask you to join me."

-Tulsi Gabbard 🎨

Marmon

Reply

Chuck Wilcher
OCTOBER 15, 2022

Geez James, your Tulsi obsession grows by the day.

What's next? A poster of Gabbi ala Raquel Welch in 1,000,000 Years BC hanging in the bedroom?

Even Hannity isn't all that impressed with her:

https://www.thedailybeast.com/tulsi-struggles-to-answer-basic-question-on-ukraine

Reply

Jimmy OCTOBER 15, 2022 Mike J OCTOBER 15, 2022

I'm not seeing too many signs, including yard signs, of activity and endorsement activity in the Ukiah City Council race. There are five candidates for three seats. I did find online campaign sites for Thao Phi, a county analyst, and Susan Sher, mediator/lawyer.

And, I did find endorsements from 2 groups, Mendocino Women Political Coalition and Inland Democrats. Both groups endorsed the same three:

Newcomer Susan Sher

Incumbent Mari Rodin

Incumbent Juan Orozco

#### Reply

Mike J

OCTOBER 15, 2022

Down in the Pumpkin fest event I did see signs....in this area mostly Rodin and Orozco, only one Brown, and several Sher.

Pumpkin Fest around noon Saturday:

https://youtu.be/eZgygS7YA5o

Reply

## David Gurney

OCTOBER 15, 2022

All I hear out the window these days is chainsaws and grinding up trees.

Not sure where all this is leading us. Our little neighborhood is in the process of gentification. A two bedroom shack up the lane was remodeled recently and sold for \$610,000. Southern Californians. They are here like the aliens

#### Reply

kdeitz@mcn.org

Is this the same Will Lee who left Fort Bragg two years ago for better opportunities, thereby failing to complete his term on the Fort Bragg City Council?

I have known Michelle Roberts for more than forty years. She is honest, hardworking, ethical and has integrity, a rare quality these days. She would make an excellent City Council member.

Who is providing Mr. Lee with private and confidential information in his apparent quest to defame Ms. Roberts? Who benefits from his sad and scurrilous attempts to hurt a good person?

Does Mr. Lee even know Ms. Roberts?

#### Reply

Will Lee

OCTOBER 16, 2022

Yes, Kdeitz this is the same Will Lee that completed a full 4 year term, got another term and accepted a promotion out of town. We will maintain our home in Fort Bragg and I care deeply for the City and its wonderful people.

No one is providing me with confidential information. It's all been made public just like he does hundreds of times with PRA requests over the years.

Michelle should just answer the questions I proposed. The people of FB deserve her answers if she expects to represent all its citizens.

Her son settled a legal claim of the taxpayers for a whopping \$22 k!! A frivolous voting rights claim.

She received taxpayer assistance during Covid for her sons' rent and appears those rents may have been raised to get even more \$\$.

Michelle knows me and so do you.

Her son's attempts to get a majority of Council seats that will do his work AGAINST the city should concern everyone. Including you. And she should speak up and denounce his tactics.

Are you actively working alongside him to get him a City Attorney job?

His active harassment of City workers for the past 5 years is shameful and has cost the City dearly.

#### Reply

kdeitz@mcn.org

Will,

There were many that legally received public assistance during COVID. You could have asked Michelle what the circumstances were before attacking her publicly.

Your bizarre assertion that there is some kind of conspiracy to get a majority of the Council elected to work against the city and hire Jacob as the city attorney is paranoid at best and a lame attempt at fear mongering.

Sad really.

Reply

#### **ERMA**

OCTOBER 15, 2022

Anthony Bourdain: I just finished the new unauthorized biography by Charles Leerhsen, Down and Out in Paradise: The Life of Anthony Bourdain, and it is a mess. Based on the hard evidence In the book, the man was a narcissistic hustler who died of self-pity. His treatment by Asia Argento did not kill him, contrary to the author's assertions.

#### Reply

#### Harvey Reading

OCTOBER 15, 2022

https://consortiumnews.com/2022/10/15/caitlin-johnstone-pushing-nuclear-war-on-a-fiction/

US public: the most gullible bunch of self-righteous fools on earth. They fall for every war their "leaders" wage and/or support, from Korea to the present. Talk about dumb-asses.

#### Reply

#### Craig Stehr

OCTOBER 15, 2022

PLEASE FORWARD: Spiritual Update~Ukiah, California @ 2:53PM PDT October 15th, 2022

Warmest spiritual greetings, Yesterday afternoon, meandered north on State Street to The Pub for a necessary and well-deserved three pints of beer, a shot of Woodford Reserve, and played all of the blues on the juke box. Lively conversation ensued! Moved on to Miss Saigon restaurant for an equally necessary and well-deserved lobster & steak meal. This sufficiently ameliorates the impossible situation of being, for no particular reason, in Mendocino county living on less than \$800 monthly social security, sleeping at Building Bridges homeless shelter (which is an alright place, well-staffed, safe, and appreciated), and being unable to answer any of the mundane questions such as 1.Why am I here on earth?, 2.What does the immediate future hold?, and 3.When am I leaving this world to return to my true spiritual home forever?

I am NOT identified with the body nor the mind. This includes the ego, which is one of the 8 aspects of the mind. I am identified with that which is prior to consciousness. I am available for spiritually focused direct action on this planet of confusion and conflict. I would like to hook up with others who are similarly here on the planet earth, as soon as possible. Thank you most sincerely.

Craig Louis Stehr

Email: <a href="mailto:craiglouisstehr@gmail.com">craiglouisstehr@gmail.com</a>
Telephone Messages: (707) 234-3270
Share Money Here: PayPal.me/craiglouisstehr da blog: <a href="http://craiglstehr.blogspot.com">http://craiglstehr.blogspot.com</a>

Snail Mail: P.O. Box 938, Redwood Valley, CA 95470

October 15th, 2022 Anno Domini

## Reply

#### Marmon

OCTOBER 15, 2022

RE: A PISSED OFF ELON MUSK

"The hell with it ... even though Starlink is still losing money & other companies are getting billions of taxpayer \$, we'll just keep funding Ukraine govt for free"

-Elon Musk

## Reply

Sarah Kennedy Owen



#### America's Last Newspaper







Mendocino County Today: Wednesday, Nov. 2, 2022

BY AVA NEWS SERVICE ON NOVEMBER 2, 2022

Colder | Fun Stuff | Deputy Appreciation | 68 Cardinals | Boonquiz | Shipping Point | Chickens Roosting | Acorn Day | Coast Dems | 1921 Kids |
Rotary Event | Folk Concert | AVCSD Annexation | Night Fishing | Brewer Concert | Ed Notes | McNabbs | Patterson Chat | Shadows |
Ukiahween | Pumpkin Harvest | AV Village | Funkacillin | Yesterday's Catch | TSR Listsery | Colorblind | Dumbing Down | Work Party | Black
Bart | Not Content | Snoop Edibles | Gerald Stern | Dictatorship Party | Package Size | Voter Suppression | Pig Nap | Western Values | Sarcasm |
Big Brother | Jersey Vista | Christian Nation | Mormon Scam | Nuclear Fleet | Recycling Myth | Ukraine | Official Narrative | Electoral BS

an

COLDER AIR will continue to move into the area in the wake of the recent cold front. Much colder temperatures, high elevation snow showers, and lower elevation rain showers will continue through this evening. Drier weather and colder than normal temperatures are forecast for the latter portion of the week with frost or freezing temperatures possible. Another series of fronts will bring additional bouts of rain and mountain snow this upcoming weekend and potentially into early next week. (NWS)

arrow



(... in downtown Boonville)

-4/3/3/

TO THAT DEPUTY....

Editor,

I was in a bad car accident on October 29, 2022. It happened where Reynolds Highway meets the 101. I would like to thank the first sheriff on the scene and all the responders for their help.

THE MENDO COUNTY edu-context was defined years ago when Mendocino College was founded. The gym, complete with a pro-level weight room, was built ahead of the library. When the library was dedicated, college president, Leroy Lowery, said that he hadn't read a book since he was in college. He wasn't joking.

SHOCKING EVENTS always prompt speculation, as has the weird assault on Paul Pelosi. I think a lot of the speculation is interesting and I'm surprised — well, not really — that a lot of libs of the Democratic Party type think that Pelosi-related speculation shouldn't be heard or seen, especially if it comes from dubious, politically motivated writers of fascist leanings. I say bring it on, *bring it all on*, and trust your fellow Americans to distinguish truth from untruth.

MY PELOSI SPECULATION is that when it's all sorted out, the big event will be pretty much as described, that a deranged man broke into the house and attacked Paul Pelosi with a hammer. I think it's already clear that the intruder is crazy, that his unfounded ravings about Nancy Pelosi are simply more evidence that he's nuts, not that those opinions are uncommon among the Magas. Hell, we are a nation seriously, perhaps terminally divided so we better get used to rolling with the rhetorical punches.

SWAPPING DREAM STORIES with another geezer, both of us stipulating to one each in full recognition of how boring the subject is, he said the most recent dream he could remember was going to Boont Berry to buy a cucumber that somehow became a crook-neck squash when he peeled it for a salad. The only recent dream I could remember was one so crazy I made a note of it. I'd encountered Winston Churchill shuffling along in a walker — Homberg, suit, cigar, the full Churchill — who said to an unseen someone, "I want Bruce to help me with this." WTF as the young people say.

13/3/35



The McNabb House, Noyo Harbor, 1928

-ww

## PATTERSON'S CLAIMS

#### Editor,

There is a modern proverb stating: "An attorney who represents himself has a fool for a client." Jacob Patterson has taken this axiom to a whole new level. Not only does Mr. Patterson represent himself, but it appears that he may be his only client, along with empty "citizen groups" devoid of citizens.

Patterson dedicates his career to both volunteering obsessive oversight of city operations; and filing claims against the city on behalf of himself. He has filed eight claims against the city: seven on behalf of himself and one on behalf of a "citizen group"; and he has threatened many, many more. Over the past five years, he has initiated close to 300 public records requests - ostensibly looking for some type of impropriety within the City.

One of Mr. Patterson's biggest monetary rewards from the City was almost \$19,000 paid to his landlord/mother, City Council Candidate Michelle Roberts through the Tenant Based Rental Assistance (TBRA) Program. To put this into perspective, Ms. Roberts received the fourth highest sum of any Fort Bragg "landlord" for room rentals to her two adult sons. The top three recipients on the list (landlords receiving more than Roberts) were two apartment building owners and a property manager. The reward was so great, that his landlord/mother tripled his room rent from \$400 per month to \$1,200 per month, during the pandemic. A form 700 filed by Roberts immediately prior to accepting TBRA funding did not claim any rental income. (CoFB, PRA 22-183) Once all program funds were expended, many local Fort Bragg residents - who did not have a parent willing to support them into their 40's - were denied rental assistance.

Between civil claims, Patterson stalks City employees, threatens to have employees fired and then demands to be employed by the City at the director salary level. An email cry for help from Former City Manager Tabatha Miller shortly prior to vacating her position was directed to City Council describing Patterson's behavior:

"I have tried to figure out how to work with Jacob Patterson so that his destructive and vindictive side doesn't get the best of staff, Council, me or the City. ... He very much wants to work at the City, but is also intent on breaking down and destroying much of it. I have spent a year trying to figure out how to give him a productive role here so that he doesn't destroy us. ...

"These discussions range from him happily agreeing to work on the project to his demands to be hired as a City employee at a Director pay scale and that I must fire certain employees on his "hit list" (which changes depending on his mood)."

His demeaning treatment and "borderline stalking" of City employees was so egregious that the local union became involved. A portion of the SEIU letter to City Council is shown below:

"This individual's (Patterson's) obsessive and unrelenting actions should raise alarm bells. It appears that this individual has gone so far as to visit city staff's home and taken photographs of their houses. His rambling missives to the city cite fictitious organizations that seem to exist only in his imagination, leading many to be understandable concerned about his mental stability."

Patterson is no longer allowed to interact directly with city staff; but his bizarre behavior and drain of city resources continues. In the past two months City Manager Peggy Ducey received 136 emails from Patterson raging about petty issues.

While it would be unfair to criticize Roberts simply due to unsuccessful parenting outcomes, there are several items that voters should consider when heading to the polls:

- Roberts' participation in the TBRA program after claiming no rental income leads to concerns about her integrity. She received more funding than the vast majority of real landlords for housing her two grown children in her home.
- Roberts signed a Code of Conduct form agreeing to refrain from scurrilous attacks of opposing candidates and yet she failed to intervene when her son -Patterson publicly attacked candidates Peters and Albin-Smith.
- Roberts is supplementing Patterson's living expenses, thereby allowing him to use his law degree to be a public nuisance. If gainfully employed, he would lack time for petty tirades.
- How much more destructive might Patterson become to City operations if he has a council member who will listen to his antics at the dinner table for the next four years?
- · How will city staff feel when Patterson's mother becomes their boss, after suffering so many attacks from Patterson?
- What will she do as her son's many claims are presented to City Council?
- How does she have the nerve to run for City Council, when she is aware that her son outrageously attacks city staff; files petty complaints against the city requesting large sums of money; drains city resources; and uses bizarre tactics, such as extortion, to try to get a job wit the City?

The irony is that Patterson has utilized a colossal amount of city resources in an obsessive, unsubstantiated search for misuse of city resources, when the culprit was much closer to home. He did not need to conduct an exhaustive review of public finances. He only needed to look squarely in the mirror.

Signed,

**Outraged in Fort Bragg** 

(All statements can be substantiated through City of Fort Bragg PRA requests 22-183 to 22-186.)

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#### PATTERSON RESPONDS:

AVA,

Thank you for the opportunity to respond to the anonymous letter submitted to the AVA by "Outraged in Fort Bragg". Although I wouldn't normally respond to such nonsense, I feel I owe it to Michelle Roberts to correct the record concerning this misleading tirade since her candidacy is mentioned and it is clear the intent is to try to discourage people from voting for her in next week's election. The author doesn't even identify themself and proceeds to make unfounded allegations that are allegedly supported by records they obtained from the City of Fort Bragg. I tend to discount anonymous missives because the person writing them doesn't even have the integrity or fortitude to identify themselves. How can one respond to someone who won't identify who they are? At least people know it is me when I write into the AVA so they can contact me directly if they have any concerns or want to try to refute something I write.

First, I will not comment on any matter involving my legal representation of clients unless I have their permission to do so and I have no such permission. I will say that none of my clients are imaginary or mere alter egos as the author suggests. Actual people who are not me are in all community groups I have assisted, either formally as a lawyer representing them or just as a fellow concerned citizen providing non-professional assistance. Some of them have even identified themselves at various times and at public meetings but the author doesn't appear to want to let the facts get in the way of their preferred narrative.

Second, concerning the ridiculous allegation that Michelle Roberts was part of anything improper by receiving rental assistance income from a program that was administered by the City of Fort Bragg (but using federal money not local resources), I can state with certainty that nothing untoward happened despite the author suggesting otherwise. Setting aside the fact that financial and personally-identifiable information about program participants should not have been released by the City of Fort Bragg about any of the recipients because such information is protected by various privacy laws and applicable program guidelines, the alleged "facts" presented by the author are either completely false or misleading.

Here is the truth: Michelle Roberts did not report receiving rental income prior to 2020 because she did not have a rental unit prior to 2020. The two Form 700s referenced by the author cover calendar years 2018 and 2019 where she did not have any rental units. No rental units = no income. In 2020, she replaced a former alley house that had been demolished with a new building and she moved into the brand-new residence. After that, she rented out her former residence to me. There has never been any rent increase, let alone one that happened during Covid, but there were two different rental units with different rent amounts. I have been living in my current larger and more expensive residence since July 2020, which is months before the rental assistance program administered by the City of Fort Bragg even began—the program applications were processed in September and October of 2020 but the program covered prior periods going back to April 2020. Landlords don't even apply to this program, the tenants do. I knew about the program because of my regular attendance at City meetings and I applied. I recommended the program to my brother who also applied. Michelle had little involvement outside confirming information provided by her tenants about outstanding rent and agreeing to receive the rental assistance on behalf of her tenants. When she received rental income, she properly reported it.

Third, the author goes on to list other considerations for voters as they make their choices on who to support but that part of their letter is also riddled with ridiculousness. For example, I have properly objected to two candidates' involvement in an apparent scheme to alter their nomination paperwork to try to run for seats they were not actually nominated for, including in my own previous letter to the AVA. The author describes those objections as scurrilous attacks, implying that they somehow violate the candidates' pledge to not engage in dirty campaign tactics. Setting aside that I am not involved in Michelle Roberts' campaign in any way—I didn't even sign her nomination papers—she has no influence or control over my actions and statements because I am an independent person and an adult who makes his own choices. Michelle is responsible for herself but she does not direct or influence my actions. Further, none of my objections concerning the improper alteration of the nomination papers of Tess Albin-Smith or Lindy Peters are inappropriate or scurrilous in any way.

Who has been subject to scurrilous attacks and dirty campaign tactics? Certainly not Tess or Lindy. They were properly called out for their own actions and choices that were highly improper. However, Michelle continues to be attacked with completely false allegations in an apparent attempt to keep her from being elected. The anonymous letter is merely another example of these attacks. Moreover, I have heard that Tess Albin-Smith's campaign has been knocking on doors and telling people that Tess had to run as a write-in candidate because Michelle threatened to sue the City over the nomination papers. That would be a false and scurrilous attack. Not only was Michelle not

involved in discovering or objecting to the nomination papers scandal, she has never threatened to sue anyone about it. In fact, no one threatened to sue the City at all, let alone Michelle. That is only the latest dirty campaign tactic following many others.

I trust Fort Bragg voters to make their choices and value transparency and truth. Unfortunately, this campaign has devolved into a mess due to nonsense like this anonymous author is peddling.

Thanks again,

Jacob Patterson

Fort Bragg



Mendocino High School Field

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## CRAIG'S HALLOWEEN

Subject: Halloween Report

Halloween was celebrated enthusiastically in downtown Ukiah, with the sidewalks filled with costumed trick or treaters, who accompanied their parents into the Ukiah Brewing Company for dinner. Observed this from a seat at the bar, while quaffing Noyo Harbor IPA beers with a shot o' 12 yr. old Red Breast whiskey. After the manager cut me off and offered me a glass of ice water, stayed to enjoy the steak entree. Was informed that my cooperation with management was appreciated, and that I am welcome back at any time. Proceeded to The Forest Club for two more rounds of beer plus a shot o' Buchanan's Deluxe whiskey. Played the juke box, and appreciating customers paid for my drinks. An UBER driver drove me back late to the Building Bridges homeless shelter for ten dollars. It was by any measure the absolute best Halloween possible. Wore my bright orange Carhartt shirt for the occasion. Awoke this morning with a smile, feeling slightly dizzy from it all, poorer but happy.

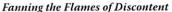
Much love, Craig Louis Stehr

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#### America's Last Newspaper





April 19, 2023

Mendocino County Today: Wednesday, Nov. 9, 2022

BY AVA NEWS SERVICE ON NOVEMBER 9, 2022

Local Races | Poll Watchers | Cold Weather | Happy Ducks | Recuse Refused | Steamboat | County Notes | Food Trailer | Caretaker Sought | Mickie Zekley | Clearlake 1890 | Open Studios | Ed Notes | Come Over | Symphony Concerts | Witter Springs | Forest Supervisor | Settler Murder | Eclipse | Change Needed | Homicide Victims | Police Reports | Mail Carriage | Robe Shuffle | Overachiever | Owes Me | Yesterday's Catch | Election Close | Birthday Kaepernick | Drinking Game | Anarchism | MAGA Not | Wake Up | Voting Power | Workers Unite | NBA Hypocrisy | Last Lunch | Ukraine | Nixon Departs | Bad Ideas | Lost Bears | Bryson Books | Bibliophile

no

#### JUST IN:

Challenger Susan Sher was leading the pack of Ukiah City Council candidates as the first results were released Tuesday night. According to numbers posted by the Mendocino County Elections Office at 8:22 p.m. Nov. 8, Susan Sher had received 853 votes, or 23.75 percent, with incumbent Mari Rodin receiving 788 votes (21.94 percent) and Juan Orozco receiving 747 votes (20.80 percent). If those numbers hold, Rodin and Orozco would retain their seats, and Sher would take over the seat currently held by Jim Brown, who was in fourth place Tuesday night with 708 votes (19.71 percent), while Challenger Thao Phi was in fifth place with 496 votes (13.81 percent)....

ukiahdailyjournal.com/2022/11/08/ukiah-city-council-race-sher-rodin-and-orozco-leading-in-early-results/

Library and Fire, Measures O & P, passing.

Nationally, Republicans didn't do as well as they seemed to think they would do. (Red Wave is more like "a pink trickle," quipped Stephen Colbert.)

EARLY MENDO RETURNS for noteworthy County races (as of 8:22pm Tuesday evening):

## **Fort Bragg City Council**

Jason Godeke: 24.31% Marcia Rafanan: 16.51% Michelle Roberts: 13.12%

Tess Albin-Smith (Write-In): 10.72%

Blanca E. Pena: 8.89%

Mary Rose Kaczorowski: 8.85%

Scott Taubold: 7.63% Richard Mohr: 5.14% Richard Garcia: 4.84%

## "Short Term"

Lindy Peters: 76.31% Alberto Aldaco: 23.69%

\* \* \*

## **Ukiah City Council:**

Susan Sher: 23.75% Mari Rodin: 21.94% Juan V. Orozco: 20.80% Jim O. Brown: 19.71% Thao Phi: 13.81%

\* \* \*

## Mendocino Coast Health Care District (vote totals):

James Jade Tippett: 2,381

Lee Finney: 1,774

Dawnmarie Risley-Childs: 1,755

Susan K. Savage: 1,604 John Redding: 1,226

\* \* \*

MEASURE O, the quarter-cent Library sales tax, with more than 11,500 votes counted, is ahead by about 61% to 39%.

\* \* 1

MEASURE P, the quarter-cent "Essential Services" General Tax (for Fire, presumably) with almost 11,600 votes is ahead by about 56% to about 44%.







### America's Last Newspaper







April 19, 2023

Mendocino County Today: Friday, Dec. 16, 2022

BY AVA NEWS SERVICE ON DECEMBER 16, 2022

Chilly | Coast Rainbow | Election Surprises | Makers Market | Last Chance | Farm Gifts | No Propane | New Councilmember | Minstrels |

Scholarship Program | Pizza Party | Bachman Hill | Guerneville Bikers | Palace Coup | Local Waterfalls | The Club | Fan Mail | Ed Notes | Label

Law | Solstice Celebration | Mermaids | Endangered Bees | Narnia Audition | Emerald Cupping | Yesterday's Catch | Already Enlightened |

Guilty Plea | Lulu Scholar | World Shocked | CA Water | Thor-Riffic | Niners Clinch | American Manhood | Musky | SuperTrump | Allen Ginsberg | Menu Question | Comedy Show | Grand Chords | Authorized Reality | Honeymooners | Say Less | Stickshift | Ukraine | Duster Running | Home Fires | Sis Portrait

113/25

COLD OVERNIGHT TEMPERATURES and dry weather will remain through the weekend. Light precipitation chances increase beginning early next week. (NWS)



Coast Rainbow by Shana Everhart

11/1/15

FORT BRAGG ELECTION RESULTS BRING SURPRISES

The final, certified results for the November 8th election in Mendocino County revealed a surprise win for an incumbent candidate running for a second four-year term on the Fort Bragg City Council. Early results showed Tess Albin-Smith trailing far behind candidate Michelle Roberts. However, once all votes for the three open seats were counted, Albin-Smith had pulled ahead of Michelle Roberts for a third-place showing, winning her seat by a three-vote margin.

With a large field of candidates running for a four-year seat, coming in first with 26.14% was Jason Godeke. In second place was Marcia Rafanan with 16.08%. Rafanan had just served a partial term as an appointed council member due to a vacancy. Coming in as a surprising third was incumbent Tess Albin-Smith with 12.05%. She barely edged out Michelle Roberts, who pulled in 11.99% of the votes.

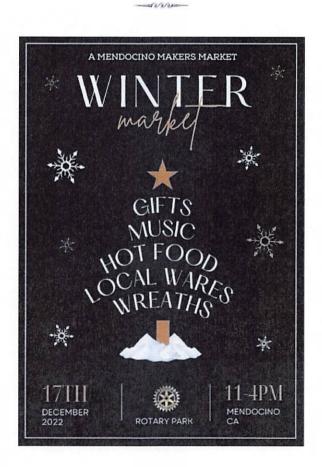
Albin-Smith had campaigned for her incumbent seat as a write-in candidate. Due to a technical problem, Albin-Smith's name did not appear on the ballot, although she believed she had met the county's paperwork requirements. Although write-in candidates historically have a better chance of winning a local or state election than a national one, overall, the odds are still low that any write-in candidate will win.

For the one opening of a two-year seat on the City Council, Lindy Peters, a long-time council member, won his seat with 78.31% of the vote. First-time candidate Alberto Aldaco pulled in 21.69% of the vote, although he had publicly announced his withdrawal from the election prior to voting day.

The certified election results for the Mendocino Coast Health Care District bring on board three new members. Jade Tippett had the highest vote count of 27.78%.

In second place was Lee Finney, with 21.73% of the vote. In third place was Susan Savage, with 19.96% of the vote. Incumbent John Redding, with 12.64% of the vote, did not win re-election to his seat.

(Fort Bragg Advocate-News)



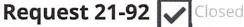
12/3/35

## **RELEVANT CALIFORNIA PUBLIC RECORDS ACT REQUEST DOCUMENTS**

Skip to main content

**Public Record Requests** 

City of Fort Bragg, California





## **Dates**

#### Received

April 15, 2021 via web

## Requester



Christopher Calder

## Staff Assigned

Departments

No departments assigned

Point of contact

June Lemos, MMC

## Request

I would like to request any documents related to Michelle Roberts' and/or Jacob Patterson's participation in the Tenant Based Rental Assistance Program. (amendment to previous request correcting name). Thank you.

## Timeline

**Documents** 

## Request Published

Public

# Document(s) Released ^

Public

TBRA Program.msg

Re Appeal procedure.msg

Re Appeal procedure (1).msg

Re FW TBRA Program Extended!.msg

Tenant Based Rental Assistance Program Docu....pdf Re TBRA Program Forms and Status Update (4).msg Re TBRA Program Forms and Status Update (5).msg

TBRA Documentation.msg

RE TBRA Program Forms and Status Update (3).msg

Re TBRA Program Forms and Status Update.msg

RE FW TBRA Program Extended! (1).msg

Re FW TBRA Program Extended! (2).msg

Re FW TBRA Program Extended!.msg

Income-redacted.pdf

MR\_Check stubs-redacted.pdf

DOC042321-0004-redacted.pdf

DOC042321-0005-redacted.pdf

DOC042321-0006-redacted.pdf

DOC042321-redacted.pdf

TBRA Program Extended!-redacted.pdf

TBRA Extended - First Amendment-redacted.pdf

roberts emails-redacted.pdf

# Document(s) Released

Public

TBRA Program.msg

Re Appeal procedure.msg

Re Appeal procedure (1).msg

Re FW TBRA Program Extended!.msg

Tenant Based Rental Assistance Program Docu....pdf

Re TBRA Program Forms and Status Update (4).msg Re TBRA Program Forms and Status Update (5).msg

TBRA Documentation.msg

RE TBRA Program Forms and Status Update (3).msg Re TBRA Program Forms and Status Update.msg

RE FW TBRA Program Extended! (1).msg

Re FW TBRA Program Extended! (2).msg

Re FW TBRA Program Extended!.msg

Income-redacted.pdf

MR\_Check stubs-redacted.pdf

DOC042321-0004-redacted.pdf

DOC042321-0005-redacted.pdf

DOC042321-0006-redacted.pdf

DOC042321-redacted.pdf

TBRA Program Extended!-redacted.pdf

TBRA Extended - First Amendment-redacted.pdf

roberts emails-redacted.pdf

# Request Closed ^

Public

We have provided all records responsive to your request.

# Document(s) Released to Requester



Public

TBRA Program.msg

Re Appeal procedure.msg

Re Appeal procedure (1).msg

Re FW TBRA Program Extended!.msg

Tenant Based Rental Assistance Program Docu....pdf

Re TBRA Program Forms and Status Update (4).msg

Re TBRA Program Forms and Status Update (5).msg

TBRA Documentation.msg

RE TBRA Program Forms and Status Update (3).msg

Re TBRA Program Forms and Status Update.msg

RE FW TBRA Program Extended! (1).msg

Re FW TBRA Program Extended! (2).msg

Re FW TBRA Program Extended!.msg

Income-redacted.pdf

MR\_Check stubs-redacted.pdf

DOC042321-0004-redacted.pdf

DOC042321-0005-redacted.pdf

DOC042321-0006-redacted.pdf

DOC042321-redacted.pdf

TBRA Program Extended!-redacted.pdf

TBRA Extended - First Amendment-redacted.pdf

roberts emails-redacted.pdf

## Request Opened

Public

Request received via web

April 15, 2021, 3:53pm by Christopher Calder

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



From: mroberts55@mcn.org

To: tbra

Subject: Re: TBRA Extended - First Amendment

Date: Monday, December 21, 2020 9:35:13 AM

Attachments: Public Interest Exemption

Roberts Patterson Amendment.pdf

Attached you will find two, signed First Amendments to the TBRA contracts; one for each tenant with both our signatures. I was unable to fill in the dates as I do not have signed copies of the original documents. Please return fully executed copies of all documents to me at your earliest convenience for my records.

Please let me know if you need any additional information or documentation, and I will be happy to provide it. Thank you.

Michelle Roberts

```
> Dear Participating Landlord:
> The City is pleased to inform you that the Tenant Based Rental Assistance
> Program will be extended until February 28, 2021! On December 9, 2020 the
> City learned that we would be able to extend the Program beyond December
> 31, 2020.
> To amend the Program documents, attached is the First Amendment. Executing
> this amendment will allow the City to provide assistance to your eligible
> tenant for the months of January 2021 and February 2021. To best process
> the Amendment please sign and return the document as soon as possible. If
> you have more than one participating tenant, please provide a signed copy
> for each tenant.
> If you need to make an appointment to come to City Hall to sign the form,
> please call 707-961-2823 ext. 106 or email tbra@fortbragg.com. You can
> drop your completed Amendment off in the drop box at the front of City
> Hall (416 N. Franklin Street) or email the signed copy to
> tbra@fortbragg.com.
> Please refer to your fully executed Program document copies for relevant
> dates. If you cannot locate your copy, please contact program staff.
> The City will be reaching out to eligible tenants separately to sign the
> Amendment.
> Thank you for your participation in the Program! The TBRA Program would
> not have been a success without Landlords like you.
> Thank you,
> Natalie McLaughlin
> TBRA Program
> City of Fort Bragg
```

- > 416 N Franklin St
- > Fort Bragg CA 95437
- > 707.961.2823 ext. 106
- > tbra@fortbragg.com
- > Email correspondence with the City of Fort Bragg (and attachments, if any)
- > may be subject to the California Public Records Act, and as such may
- > therefore be subject to public disclosure unless otherwise exempt under
- > the Act.

>

# **Redaction Log**

Reason	Page (# of occurrences)	Description	
Public Interest Exemption	1 (1)	Portions of the attached record are exempt from disclosure and are redacted pursuant to Government Code Section 6255(a). This determination is made by the City's Custodian of Records.	

#### TY OF FORT BRAGG . FORT BRAGG, CA 86437

007140

	-			٠.	
- (	ender: N	IICHELLE ROBERT	8	Chock Date:	10/30/2020
١	nder No.	MRoberts	Vendor Account No:	Check Amount:	12,933.00
٠, ١	Yolce Number	Date	Description		Invoice Amount
	10201026	10/26/2020	TBRA - Rent Oct/Nov2020/Past Due, I	acob Patterson. Public Interest Exemption	6,800.00
	20201026-2	10/26/2020	TBRA-Rent Oct/Nov 2020/Past Due,	Public Interest Exemption	6,133.00

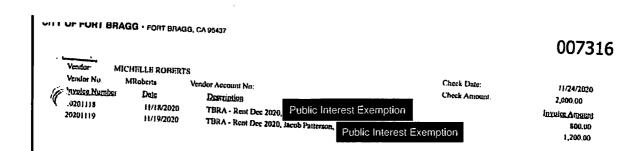
CITY OF FORT BRAGG . FORT BRAGG, CA 95437

007724

(	Vendar No. yaice Number 20210124	ICHELLE ROBERT MRuberts <u>Date</u> 1/24/2021	FS Vendor Account No: Description TBRA - Rent Feb 2021	Public Interest Exemption	Check Date: Check Amount:	02/01/2021 2,000.00 fu <u>veice Amount</u> 800.00
	20210124-2	1/24/2021 TBRA - Rent Feb 2021,		ption	1,200.00	

#### CARREST BRAGG . FORT BRAGG, CA 95437

	Vendor: MICHELLE ROBERTS				Check Date:	01705/2021
	Vendor No	MRoberts	Vendor Account No.		Check Amount:	2,000 00
-س	Invoice Number	Deta	Description			luvoica Amount
(	20201220	12/20/2020	TBRA - Rent Jan 2021,	Public Interest Exemption	1	800.00
	20201220-2	12/20/2020	TBRA - Rent Jan 2021, Jac	ob Patterson, Public Interest Exc	emption	1,200.00

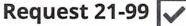


# **Redaction Log**

Reason	Page (# of occurrences)	Description
Public Interest Exemption	1 (4) 2 (4)	Portions of the attached record are exempt from disclosure and are redacted pursuant to Government Code Section 6255(a). This determination is made by the City's Custodian of Records.

**Public Record Requests** 

City of Fort Bragg, California





#### **Dates**

#### Received

April 29, 2021 via web

#### Requester

A Christopher Calder

## Staff Assigned

#### Departments

No departments assigned

#### Point of contact

June Lemos, MMC

#### FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG

#### Request

I request Planning Commissioner Michelle Roberts' Statements of Economic Interests - Form 700 for the past three years. Thank you very much.

# Timeline

**Documents** 

#### Request Published

Public

# Request Closed ^

Public

We have provided all records responsive to your request.

## Document(s) Released

Public

Roberts Form 700 - 2021.pdf

Roberts Form 700 - 2019.pdf

Roberts Form 700 - 2020-redacted.pdf

#### Request Opened

Public

Request received via web

April 29, 2021, 3:15pm by Christopher Calder



**Public Record Requests** 

City of Fort Bragg, California

# Request 22-152 Closed

#### **Dates**

#### Received

August 24, 2022 via web

#### Requester

Mendocino Action Council for Accountable Government Organizations

### Staff Assigned

Departments

No departments assigned

Point of contact June Lemos, MMC

#### Request

We would like to review but are not seeking any copies of the following records:

All City of Fort Bragg notes, internal memos, and written communications between the elections division of the County Clerk's Office (and its various staff and officials, including the County Clerk) and City of Fort Bragg officials, concerning the qualifications or eligibility of potential candidates seeking to run in the November 8, 2022 election for Fort Bragg City Council, which consists of three full four-year terms and one short two-year term. In particular, all communications concerning the nomination papers for Lindy Peters and Tess Albin-Smith to run for either the four-year term or the two-year term, including but not limited to any discussion relating to Lindy Peters circulating a nomination paper issued to him by the City Clerk to run for the two-year short term and collecting signatures from nominating voters on that form but then trying to alter the form and use it to run for one of the four-year seats. Likewise for Tess Albin-Smith circulating a nomination paper issued to her by the City Clerk to run for one of the four-year terms and collecting signatures from nominating voters on that form but then trying to alter the form and use it to run for the two-year seat.

Show less

#### **Timeline** Documents



# Request Closed ^



Public

The requested records have been located and are available to review. Please schedule a time to come in and view the records by calling the City Clerk at 707.961.1694. Thank you.

Request Published

Public

Request Opened

Request received via web

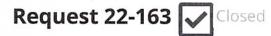
Public

August 24, 2022, 10:02am by Mendocino Action Council for Accountable Government Organizations

NextRequest

**Public Record Requests** 

City of Fort Bragg, California



#### **Dates**

#### Received

September 24, 2022 via email

#### Requester

A Matthew LaFever

#### Staff Assigned

#### Departments

No departments assigned

#### Point of contact

June Lemos, MMC

#### Request

Good Morning-

I am getting intel that City Council candidate Alberto Aldaco was involved in a law enforcement incident within the last few days.

I am requesting a narrative of this incident, any email correspondence regarding this incident, and any vehicle camera or body camera footage of the incident.

I have cc'd FBPD Police Chief Neil Cervenka thinking he could speak to the incident or release video footage if deemed appropriate.

Thank you.

#### **Timeline Documents**

Request Published

Public

Request Closed ^



Public

We have provided all records responsive to your request.

Document(s) Released

Public

Fwd Aldaco arrest.msg (Extraction\_1.1)\_ALDACO\_48524.mp4

Request Opened

Public

Request received via email

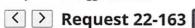
September 26, 2022, 8:34am by Staff

NextRequest

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG

**Public Record Requests** 

#### City of Fort Bragg, California









# **Dates**

# Received

#### Request Good Morning-

September 24, 2022 via email

I am getting intel that City Council candidate Alberto Aldaco was involved in a law enforcement incident within the last few days.

#### Requester



I am requesting a narrative of this incident, any email correspondence regarding this incident, and any vehicle camera or body camera footage of the incident.

I have cc'd FBPD Police Chief Neil Cervenka thinking he could speak to the incident or release video footage if deemed appropriate.

#### Staff **Assigned**

Departments

No departments assigned

Point of contact June Lemos, MMC

# **Documents**

**Timeline** All documents ×

Thank you.

#### **Folders**



2/2 results in 'All Documents' Filter by document name

Filter by folder name filter by folder name

Documents not in folders

filter by document name Select all

All Documents

Uploaded: 09/26/2022

Fwd Aldaco arrest.msg

Uploaded: 09/28/2022

(Extraction\_1.1)\_ALDACO\_48524.mp4

https://cityoffortbraggca.nextrequest.com/requests/22-163

msg Public

mp4 Public

Norvell, Bernie

Sent:

Monday, September 26, 2022 12:22 PM

To:

Lemos, June

Subject:

Fwd: Aldaco arrest

Bernie Norvell Mayor City of Fort Bragg

Begin forwarded message:

From: "Cervenka, Neil" <Ncervenka@fortbragg.com> Date: September 23, 2022 at 11:03:34 AM PDT

Subject: Aldaco arrest

Mayor,

Last night about 1:45AM, Ofc Frank contacted a subject known to be on felony probation. Alberto Aldaco was with the subject. The probationer had been drinking in violation of the terms of his probation.

I reviewed the body cam footage just now. Ofc Frank and the subject knew each other and greeted each other by name. And, in fact, fist bumped at the subject's initiation. At no time did Ofc Frank indicate Aldaco was stopped and, in fact, told him he was interfering and should leave. After telling Frank he was a candidate for City Council, Aldaco made several innuendos that City Council controls the Police Department and the Chief's job and that Ofc Frank should just "let it go."

Frank and the probationer talked for about an hour. It was a genuine conversation in which Frank was encouraging the man to keep doing well and stay out of trouble. He did not arrest him for violation of probation, but instead released him and informed his probation officer, which is acceptable.

During the conversation, Frank's attention was drawn to Aldaco who had moved in front of the police car and began urinating on the back of a vehicle parked in front of the police car. This was clearly captured on body cam. Frank requested Sgt Shaw come to the stop and it was decided to cite Aldaco for misdemeanor 370PC – public nuisance for urinating in public on the roadway.

Aldaco made statements that he was going to put his cellphone video of the stop on his social media to get the Mayor's attention. Since the probationer was not arrested, his name is not public record. However, Aldaco was cited for the misdemeanor, so his name will be public record.

I've directed Sgt McLauglin to conduct a redaction of the body cam video should the need to release it arise.

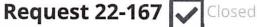
#### Neil Cervenka

Chief of Police
Fort Bragg Police Department
250 Cypress Street
Fort Bragg CA, 95437
(707) 961-2804
(707) 964-0200 (Non-Emergency Dispatch)
ncervenka@fortbragg.com

<image001.jpg>

**Public Record Requests** 

City of Fort Bragg, California





#### **Dates**

Received

October 4, 2022 via email

## Requester

A Betty Wynott

# Staff Assigned

Departments

No departments assigned

Point of contact

June Lemos, MMC

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



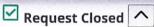
## Request

I would like to request the payment spreadsheet for the Tenant Based Rental Assistance (TBRA) Program, please.

# **Timeline**

**Documents** 





Public

Public

We have provided all records responsive to your request.



Public

TBRA Completion Report.pdf



Public

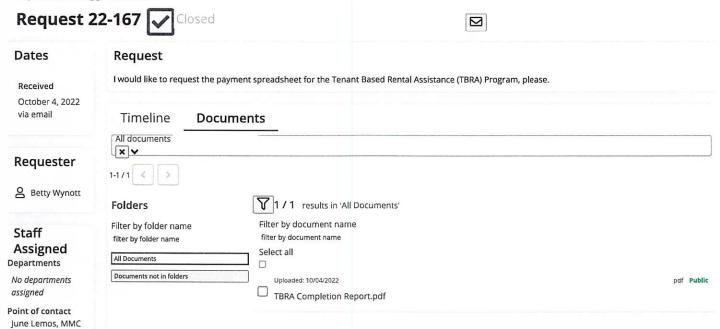
Request received via email

October 4, 2022, 11:40am by Staff



Public Record Requests

City of Fort Bragg, California



**Public Record Requests** 

#### City of Fort Bragg, California





Request 22-170 🗸



90 of many

#### Dates

#### Received

October 5, 2022 via web

#### Requester



A Karen M Deitz

#### Staff Assigned

#### Departments

No departments assigned

#### Point of contact

June Lemos, MMC

# M

#### Request

I request any and all communications involving Fort Bragg City staff (including Chief of Police), Fort Bragg City Council, MendoFever and/or Matt LaFever regarding the police incident of September 22-23, 2022 between Fort Bragg Police Officer Frank and Fort Bragg City Council candidate, Alberto Aldaco.

#### Timeline

#### Documents

Request Published

Public

☑ Request Closed ^



Public

We have provided all records responsive to your request.

# Document(s) Released ^



Public

RE Alberto Aldaco.msg

Summit Voice Message From 7072671799 To 104.msg Alberto Aldaco.msg

Re Public Records Request for Law Enforcement Incident Involving City Council Candidate.msg

Public Records Request for Law Enforcement Incident

Involving City Council Candidate.msg

RE Public Records Request for Law Enforcement Incident

Involving City Council Candidate.msg

Fwd Public Records Request for Law Enforcement Incident

Involving City Council Candidate (2).msg

Fwd Public Records Request for Law Enforcement Incident

Involving City Council Candidate (1).msg

Fwd Aldaco arrest.msg

Fwd PRA Release.msg

RE Alberto Aldaco Incident.msg

Incident with candidate.msg

Re Aldaco arrest.msg

Re Aldaco arrest.msg

Aldaco arrest.msg

RE Contact Documentation.msg

https://cityoffortbraggca.nextrequest.com/requests/22-

163

Peters text 2.jpg

Peters text 1.jpg

FW Internal Message Added City of Fort Bragg California records request #22-170.msg-redacted.pdf



Public

Request received via web

October 5, 2022, 5:46pm by Karen M Deitz

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



From: Bryant, Lesley

Subject: FW: [Internal Message Added] City of Fort Bragg, California records request #22-170

To: Lemos, June

Sent: October 6, 2022 11:28 PM (UTC+00:00)

June

This is the response from Chief Cervenka for the PRA 170

Lesley Bryant Administrative Assistant/Records Supervisor Fort Bragg Police Department 250 Cypress Street Fort Bragg, CA 95437

Tel: (707) 961-2800 ext 102

Fax: (707) 961-2806

lbryant@fortbragg.com

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication

From: Cervenka, Neil < Ncervenka@fortbragg.com>

Sent: Thursday, October 6, 2022 4:04 PM
To: Bryant, Lesley < lbryant@fortbragg.com>

Subject: RE: [Internal Message Added] City of Fort Bragg, California records request #22-170

Yes.

From: Ducey, Peggy < PDucey@fortbragg.com > Sent: Friday, September 23, 2022 8:15 AM
To: Cervenka, Neil < Ncervenka@fortbragg.com >

Subject: RE: Contact Documentation

Was it Alberto Aldaca?

From: Cervenka, Neil < Ncervenka@fortbragg.com > Sent: Friday, September 23, 2022 6:05 AM

To: Ducey, Peggy < PDucey@fortbragg.com > Control of the Control

Subject: Fwd: Contact Documentation

Good morning Peggy,

My officers had a difficult interaction with a city council candidate last night. I'll be reviewing bodycam this morning.

It ultimately led to the candidate threatening my job and then urinating in front of a patrol car, for which he was issued a citation.

Neil Cervenka

Chief of Police
Fort Bragg Police Department
250 Cypress Street
Fort Bragg CA, 95437
(707) 961-2804
(707) 964-0200 (Non-Emergency Dispatch)
ncervenka@fortbragg.com



Sent from my iPhone

Begin forwarded message:

From: "Shaw, Joseph" < ishaw@fortbragg.com > Date: September 23, 2022 at 4:50:40 AM PDT To: "Cervenka, Neil" < Ncervenka@fortbragg.com > Cc: "O'neal, Thomas" < toneal@fortbragg.com >

Subject: Contact Documentation

#### Chief Cervenka,

This morning Officer Frank requested my assistance while out with two individuals, one of those being Alberto Aldaco. The contact was recorded by BWC. During the contact, Officer Frank advised me that Aldaco made racial comments about how the Department treats the Hispanic community. Aldaco was video recording the contact as well on his cell phone. I requested Officer Frank summarize the contact with what Aldaco said. I felt that a heads up on the matter was needed as he will probably post something to his social media which will draw the attention of the Community and the Mayor. At the end of the contact, Aldaco attempted to bait us into a further discussion on the matter however, I advised Aldaco that our contact was over and we were leaving. Here is Officer Frank's summary:

At approximately 0142 hours on 9/23/2022, I observed **Alberto Aldaco** and Exemption in the 200 block of E. Oak Street. I conducted a records check of Public and confirmed he was active felony probation for possessing an illegal firearm (obey all laws, search, & abstention from alcohol). I contacted Public who displayed objective symptoms of intoxication and conducted a search of his person pursuant to his probation terms.

Public Interest Exemption then provided a PAS of .225% BAC.

**Public Interest** 

While interacting with Public Aldaco (who is a city council candidate) stood nearby and filmed the entire interaction. While interacting with Public and attempting to determine whether or not I was going to arrest him for VOP, Aldaco approached me and made the following comments, "Officer Frank I don't think you want to do this", "this is the politicians time talk", "I think it would be beneficial to all of us if you just let this one go... it would just be best", "well you know the City of Fort Bragg Police is controlled by the council and the city council controls the Chief of Police's job... It would just be beneficial this way", "you're smart enough to know". While Aldaco made the above comments, Public Interest Exemption

I then sat and talked with for approximately 25 minutes about his life, his family, his probation status, and the troubles he is currently facing. While interacting with Public Aldaco pulled out his genitalia and began to urinate in front of my patrol vehicle and onto an unrelated parked vehicle (Aldaco continued to film

Cervenka, Neil

Sent:

Friday, September 23, 2022 8:16 AM

To:

Ducey, Peggy

Subject:

**RE: Contact Documentation** 

#### Yes.

From: Ducey, Peggy <PDucey@fortbragg.com>
Sent: Friday, September 23, 2022 8:15 AM
To: Cervenka, Neil <Ncervenka@fortbragg.com>

Subject: RE: Contact Documentation

#### Was it Alberto Aldaca?

From: Cervenka, Neil < Ncervenka@fortbragg.com>

Sent: Friday, September 23, 2022 6:05 AM
To: Ducey, Peggy < PDucey@fortbragg.com >
Subject: Fwd: Contact Documentation

Good morning Peggy,

My officers had a difficult interaction with a city council candidate last night. I'll be reviewing bodycam this morning.

It ultimately led to the candidate threatening my job and then urinating in front of a patrol car, for which he was issued a citation.

Neil Cervenka
Chief of Police
Fort Bragg Police Department
250 Cypress Street
Fort Bragg CA, 95437
(707) 961-2804
(707) 964-0200 (Non-Emergency Dispatch)
ncervenka@fortbragg.com



Sent from my iPhone

Begin forwarded message:

From: "Shaw, Joseph" < ishaw@fortbragg.com > Date: September 23, 2022 at 4:50:40 AM PDT

To: "Cervenka, Neil" < Ncervenka@fortbragg.com >

Cc: "O'neal, Thomas" < <a href="mailto:toneal@fortbragg.com">toneal@fortbragg.com</a>>
Subject: Contact Documentation

#### Chief Cervenka,

This morning Officer Frank requested my assistance while out with two individuals, one of those being Alberto Aldaco. The contact was recorded by BWC. During the contact, Officer Frank advised me that Aldaco made racial comments about how the Department treats the Hispanic community. Aldaco was video recording the contact as well on his cell phone. I requested Officer Frank summarize the contact with what Aldaco said. I felt that a heads up on the matter was needed as he will probably post something to his social media which will draw the attention of the Community and the Mayor. At the end of the contact, Aldaco attempted to bait us into a further discussion on the matter however, I advised Aldaco that our contact was over and we were leaving. Here is Officer Frank's summary:

At approximately 0142 hours on 9/23/2022, I observed **Alberto Aldaco** and Izik Cabrera in the 200 block of E. Oak Street. I conducted a records check of Cabrera and confirmed he was active felony probation for possessing an illegal firearm (obey all laws, search, & abstention from alcohol). I contacted Cabrera, who displayed objective symptoms of intoxication and conducted a search of his person pursuant to his probation terms. Cabrera then provided a PAS of .225% BAC.

While interacting with Cabrera, Aldaco (who is a city council candidate) stood nearby and filmed the entire interaction. While interacting with Cabrera and attempting to determine whether or not I was going to arrest him for VOP, Aldaco approached me and made the following comments, "Officer Frank I don't think you want to do this", "this is the politicians time talk", "I think it would be beneficial to all of us if you just let this one go... it would just be best", "well you know the City of Fort Bragg Police is controlled by the council and the city council controls the Chief of Police's job... It would just be beneficial this way", "you're smart enough to know". While Aldaco made the above comments, Izik Cabrera was embarrassed and attempted to get Aldaco to stop talking and to leave us alone.

I then sat and talked with Cabrera for approximately 25 minutes about his life, his family, his probation status, and the troubles he is currently facing. While interacting with Cabrera, Aldaco pulled out his genitalia and began to urinate in front of my patrol vehicle and onto an unrelated parked vehicle (Aldaco continued to film and aimed the phone towards me). I stated, "really dude" and Aldaco replied with "look at him watch", "I am waiting for the crime", "this is where it all starts". At this time, I requested Sergeant Shaw respond to my location. While waiting for Sergeant Shaw's arrival, Aldaco stated, "Frank, is this really what you want to go through"?, "Frank wants to go the difficult route". Cabrera than provided me with a hug and thanked me for talking with him.

Once Sergeant Shaw was on scene, I issued Aldaco a citation for 370 PC (public nuisance) #48524. While completing the citation, Aldaco continued to make various statements about the city council controlling the police department and how the city was full of racist people who oppress the Hispanic community. Aldaco signed the citation w/o incident. After being provided his copy of the citation, Aldaco attempted to question me on video about my reputation throughout the city as a law enforcement officer. Sergeant Shaw and I concluded our contact w/o answering any questions.

Respectfully,

# Joseph Shaw

Patrol Sergeant #52
Fort Bragg Police Department
250 Cypress Street

Fort Bragg CA 95437 (707) 964-0200 (Dispatch) (707) 961-2800 x 181 (Office) (707) 357-4698 (Cell) ishaw@fortbragg.com



From: Sent: Bernie Norvell <br/>
<br/>
Friday, September 23, 2022 11:24 AM

To:

Friday, September 23, 2022 11:24 Ducey, Peggy

Cc: Subject: Cervenka, Neil Re: Aldaco arrest

Yes I think that's probably the right decision to make. It's unfortunate that he had to bring my name into it but it is what it is thank you Chief for the update and the info

B.

Bernie Norvell NORVELLS PAINT AND GARAGE DOORS.

On Sep 23, 2022, at 11:17 AM, Ducey, Peggy <PDucey@fortbragg.com> wrote:

Bernie, I'd like Neal to inform the other Councilmembers before they hear it from someone else. Is that OK?

From: Cervenka, Neil < Ncervenka@fortbragg.com>

Subject: Aldaco arrest

Mayor,

Last night about 1:45AM, Ofc Frank contacted a subject known to be on felony probation. Alberto Aldaco was with the subject. The probationer had been drinking in violation of the terms of his probation.

I reviewed the body cam footage just now. Ofc Frank and the subject knew each other and greeted each other by name. And, in fact, fist bumped at the subject's initiation. At no time did Ofc Frank indicate Aldaco was stopped and, in fact, told him he was interfering and should leave. After telling Frank he was a candidate for City Council, Aldaco made several innuendos that City Council controls the Police Department and the Chief's job and that Ofc Frank should just "let it go."

Frank and the probationer talked for about an hour. It was a genuine conversation in which Frank was encouraging the man to keep doing well and stay out of trouble. He did not arrest him for violation of probation, but instead released him and informed his probation officer, which is acceptable.

During the conversation, Frank's attention was drawn to Aldaco who had moved in front of the police car and began urinating on the back of a vehicle parked in front of the police car. This was clearly captured on body cam. Frank requested Sgt Shaw come to the stop and it was decided to cite Aldaco for misdemeanor 370PC – public nuisance for urinating in public on the roadway.

Aldaco made statements that he was going to put his cellphone video of the stop on his social media to get the Mayor's attention. Since the probationer was not arrested, his name is not public record. However, Aldaco was cited for the misdemeanor, so his name will be public record.

I've directed Sgt McLauglin to conduct a redaction of the body cam video should the need to release it arise.

# Neil Cervenka Chief of Police Fort Bragg Police Department 250 Cypress Street Fort Bragg CA, 95437 (707) 961-2804 (707) 964-0200 (Non-Emergency Dispatch) ncervenka@fortbragg.com



Albin-Smith, Tess

Sent:

Friday, September 23, 2022 12:59 PM

To: Subject: Ducey, Peggy Re: Aldaco arrest

He was 3 sheets ttw last week at the LWV party. Had to send him home with someone.

#### ~tess

From: Ducey, Peggy <PDucey@fortbragg.com>
Sent: Friday, September 23, 2022 11:56:41 AM
To: Albin-Smith, Tess <talbinsmith@fortbragg.com>

Subject: FW: Aldaco arrest

#### See below.

From: Cervenka, Neil < Ncervenka@fortbragg.com > Sent: Friday, September 23, 2022 11:03 AM

To: Bernie Norvell < bnorvell@mcn.org >
Cc: Ducey, Peggy < PDucey@fortbragg.com >

Subject: Aldaco arrest

#### Mayor,

Last night about 1:45AM, Ofc Frank contacted a subject known to be on felony probation. Alberto Aldaco was with the subject. The probationer had been drinking in violation of the terms of his probation.

I reviewed the body cam footage just now. Ofc Frank and the subject knew each other and greeted each other by name. And, in fact, fist bumped at the subject's initiation. At no time did Ofc Frank indicate Aldaco was stopped and, in fact, told him he was interfering and should leave. After telling Frank he was a candidate for City Council, Aldaco made several innuendos that City Council controls the Police Department and the Chief's job and that Ofc Frank should just "let it go."

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Aldaco made statements that he was going to put his cellphone video of the stop on his social media to get the Mayor's attention. Since the probationer was not arrested, his name is not public record. However, Aldaco was cited for the misdemeanor, so his name will be public record.

I've directed Sgt McLauglin to conduct a redaction of the body cam video should the need to release it arise.

Neil Cervenka
Chief of Police
Fort Bragg Police Department
250 Cypress Street
Fort Bragg CA, 95437
(707) 961-2804
(707) 964-0200 (Non-Emergency Dispatch)
ncervenka@fortbragg.com



From: Peters, Lindy

Sent: Thursday, October 6, 2022 8:57 AM

**To:** Lemos, June **Subject:** Fwd: Aldaco arrest

Hi June,

These are the only 2 on my City issued ipad.

Lindy

Sent from my iPad

Begin forwarded message:

From: "Ducey, Peggy" <PDucey@fortbragg.com>
Date: September 23, 2022 at 11:57:10 AM PDT
To: "Peters, Lindy" <|peters2@fortbragg.com>

Subject: FW: Aldaco arrest

#### See below.

From: Cervenka, Neil < Ncervenka@fortbragg.com >

Sent: Friday, September 23, 2022 11:03 AM

To: Bernie Norvell < bnorvell@mcn.org >
Cc: Ducey, Peggy < PDucey@fortbragg.com >

Subject: Aldaco arrest

Mayor,

Last night about 1:45AM, Ofc Frank contacted a subject known to be on felony probation. Alberto Aldaco was with the subject. The probationer had been drinking in violation of the terms of his probation.

I reviewed the body cam footage just now. Ofc Frank and the subject knew each other and greeted each other by name. And, in fact, fist bumped at the subject's initiation. At no time did Ofc Frank indicate Aldaco was stopped and, in fact, told him he was interfering and should leave. After telling Frank he was a candidate for City Council, Aldaco made several innuendos that City Council controls the Police Department and the Chief's job and that Ofc Frank should just "let it go."

Frank and the probationer talked for about an hour. It was a genuine conversation in which Frank was encouraging the man to keep doing well and stay out of trouble. He did not arrest him for violation of probation, but instead released him and informed his probation officer, which is acceptable.

During the conversation, Frank's attention was drawn to Aldaco who had moved in front of the police car and began urinating on the back of a vehicle parked in front of the police car. This was clearly captured on body cam. Frank requested Sgt Shaw come to the stop and it was decided to cite Aldaco for misdemeanor 370PC — public nuisance for urinating in public on the roadway.

Aldaco made statements that he was going to put his cellphone video of the stop on his social media to get the Mayor's attention. Since the probationer was not arrested, his name is not public record. However, Aldaco was cited for the misdemeanor, so his name will be public record.

I've directed Sgt McLauglin to conduct a redaction of the body cam video should the need to release it arise.

Neil Cervenka
Chief of Police
Fort Bragg Police Department
250 Cypress Street
Fort Bragg CA, 95437
(707) 961-2804
(707) 964-0200 (Non-Emergency Dispatch)
ncervenka@fortbragg.com



Cervenka, Neil

Sent:

Saturday, September 24, 2022 9:36 AM

To:

Ducey, Peggy; Norvell, Bernie

Subject:

Incident with candidate

#### Mayor and Peggy,

I stopped in to nightshift training last night and discovered Aldaco was not arrested on misdemeanor public nuisance. Sgt Shaw decided to cite him for it as an infraction (same penal code) as he felt they were being baited to arrest him and he would cause a scene pushing a use of force.

I've never heard of this practice, but the judges and DA approve of it due to staffing and the remote location. It's not improper, just uncommon in other areas.

This means there will be no jury trial, only an appearance in front of a judge at the Fort Bragg courthouse.

Also, because there is no longer a concern of biasing a jury pool and the criminal investigation is complete, the video can be released per a PRA request should one be received.

I'll be boarding my plane in about 30 minutes, but I'll be available again around noon.

Neil Cervenka
Chief of Police
Fort Bragg Police Department
250 Cypress Street
Fort Bragg CA, 95437
(707) 961-2804
(707) 964-0200 (Non-Emergency Dispatch)
ncervenka@fortbragg.com



Sent from my iPhone

Matthew LaFever <matthewplafever@gmail.com>

Sent:

Saturday, September 24, 2022 11:15 AM

To: Cc: Lemos, June Cervenka, Neil

Subject:

Public Records Request for Law Enforcement Incident Involving City Council Candidate

# Good Morning-

I am getting intel that City Council candidate Alberto Aldaco was involved in a law enforcement incident within the last few days.

I am requesting a narrative of this incident, any email correspondence regarding this incident, and any vehicle camera or body camera footage of the incident.

I have cc'd FBPD Police Chief Neil Cervenka thinking he could speak to the incident or release video footage if deemed appropriate.

# Thank you.

Matt LaFever

Reporter for KMUD, Redheaded Blackbelt, and Founder of MendoFever

Phone: (707) 267-1799

Norvell, Bernie

Sent:

Thursday, October 6, 2022 8:41 AM

To:

Lemos, June

Subject:

Fwd: Public Records Request for Law Enforcement Incident Involving City Council Candidate

Bernie Norvell

Mayor City of Fort Bragg

#### Begin forwarded message:

From: "Norvell, Bernie" < Bnorvell2@fortbragg.com>

**Date:** September 24, 2022 at 5:19:45 PM EDT

To: Matt Lefever Lefever <matthewplafever@gmail.com>

Subject: Fwd: Public Records Request for Law Enforcement Incident Involving City Council Candidate

Good afternoon sir. Thank you for the email I will check with legal counsel as to the appropriate response to this request. Thank you for following the correct procedure and emailing the city clerk she will without a doubt see this on Monday and process it according to policy. If for any reason you feel that is not happening let me know. Thank you again

В.

**Bernie Norvell** 

**Mayor City of Fort Bragg** 

#### Begin forwarded message:

From: "Norvell, Bernie" <Bnorvell2@fortbragg.com>
Date: September 24, 2022 at 2:00:05 PM PDT

To: Keith Collins <a href="mailto:kfc@jones-mayer.com">kfc@jones-mayer.com</a>, "Ducey, Peggy" <PDucey@fortbragg.com</a>, "Cervenka, Neil"

<Ncervenka@fortbragg.com>

Subject: Fwd: Public Records Request for Law Enforcement Incident Involving City Council Candidate

**Bernie Norvell** 

Mayor City of Fort Bragg

Begin forwarded message:

From: Matthew LaFever <matthewplafever@gmail.com>

Date: September 24, 2022 at 11:41:19 AM PDT

To: "Norvell, Bernie" < Bnorvell2@fortbragg.com>

Subject: Fwd: Public Records Request for Law Enforcement Incident Involving City Council Candidate

# Hello Mayor Norvell-

I wanted to clue you in on this information request. Thank you for your timely response.

----- Forwarded message ------

From: Matthew LaFever < matthewplafever@gmail.com >

Date: Sat, Sep 24, 2022 at 11:14 AM

Subject: Public Records Request for Law Enforcement Incident Involving City Council Candidate

To: <jlemos@fortbragg.com>

Cc: Cervenka, Neil <ncervenka@fortbragg.com>

# Good Morning-

I am getting intel that City Council candidate Alberto Aldaco was involved in a law enforcement incident within the last few days.

I am requesting a narrative of this incident, any email correspondence regarding this incident, and any vehicle camera or body camera footage of the incident.

I have cc'd FBPD Police Chief Neil Cervenka thinking he could speak to the incident or release video footage if deemed appropriate.

Thank you.

Matt LaFever

Reporter for KMUD, Redheaded Blackbelt, and Founder of MendoFever

Phone: (707) 267-1799

**Public Record Requests** 

#### City of Fort Bragg, California

Request Visibility: W Unpublished

# Request 22-171 Closed

#### **Dates**

Received

October 7, 2022 via web

#### Requester

- S Jacob Patterson
- ☑ jacob.patterson.esq@gmail.com
- PO Box 2814, Fort Bragg, CA, 95437
- \$ 707-964-2417

# Staff Assigned

Departments

No departments assigned

Point of contact

June Lemos, MMC



#### Request

All communications (e.g., email or text) between former city councilmember Will Lee and City Clerk June Lemos from August 1, 2022 to the present concerning City of Fort Bragg topics, including but not limited to the pending election for city council and the candidates. Communications includes California Public Records Act requests and related messages about those requests or the subject matter thereof.

In addition, all forwards or replies to such communications between Will Lee and June Lemos regardless if either Will or June were included in the subsequent messages within the email or text chain.

#### **Timeline**

**Documents** 

Document(s) Released

Public

https://cityoffortbraggca.nextrequest.com/requests/22-164

Request Published

Public

Public

☑ Request Closed ^

We have provided all records responsive to your request.

Document(s) Released

Public

RE Please send me PRA's since 2017 (1).msg RE Please send me PRA's since 2017.msg Re Please send me PRA's since 2017.msg

External Message

Requester + Staff

Please be advised that City staff have received your CPRA request. Within the next 10 days, we will determine whether your request seeks copies of disclosable records in the City's possession or whether the City will require an extension.

October 7, 2022, 11:29am

Request Opened

Public

Request received via web

October 7, 2022, 11:29am by Jacob Patterson

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



From: Lee Will <William.Lee3@hcahealthcare.com>

Sent: Monday, September 26, 2022 9:41 AM

To: Lemos, June

Subject: Re:Please send me PRA's since 2017

Do I need to do a PRA for the public to see all these requests?

From: Lemos, June <jlemos@fortbragg.com>
Sent: Monday, September 26, 2022 9:27 AM
To: Lee Will <William.Lee3@hcahealthcare.com>

Subject: {EXTERNAL} RE: Please send me PRA's since 2017

**CAUTION!** This email originated from outside of our organization. **DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

That is so good to hear. I love you, too!

June Lemos, MMC
City Clerk
City of Fort Bragg
416 N Franklin St
Fort Bragg CA 95437
707.961.2823 ext. 104

From: Lee Will < <u>William.Lee3@hcahealthcare.com</u>>
Sent: Monday, September 26, 2022 9:25 AM
To: Lemos, June < <u>ilemos@fortbragg.com</u>>
Subject: Re:Please send me PRA's since 2017

Thank you, my dear friend. Know that I love you and completely support you.

Will

From: Lemos, June <<u>ilemos@fortbragg.com</u>>
Sent: Monday, September 26, 2022 9:18 AM
To: Lee Will <<u>William.Lee3@hcahealthcare.com</u>>

Subject: {EXTERNAL} RE: Please send me PRA's since 2017

**CAUTION!** This email originated from outside of our organization. **DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

Hello Mayor Lee,

So nice to see your name in my in-box!

On September 8, I had this same request from the new City Manager for all the PRAs from Patterson

(see attached email and logs). Since then I've had two more, for a total of 288 requests since he moved to Fort Bragg in 2017.

Hope all is well with you and Denis. I am excited to get to "see" you at tonight's meeting!

June Lemos, MMC
City Clerk
City of Fort Bragg
416 N Franklin St
Fort Bragg CA 95437
707.961.2823 ext. 104

From: Lee Will < William.Lee3@hcahealthcare.com > Sent: Monday, September 26, 2022 9:08 AM

To: Lemos, June < ilemos@fortbragg.com > Subject: FW: Please send me PRA's since 2017

Good Morning Sweet June

Is there an update on the PRA's since January? I may call in tonight.

Thank you,

Will

William V. Lee, CPCS, CPMSM Director Regional Medical Center Medical Staff Office 225 N. Jackson Avenue San Jose, CA 95116

Office: 408-729-2858 Fax: 408-928-7092 Mobile: 408-914-1113

Email: William.Lee3@hcahealthcare.com



From: Lee Will

Sent: Monday, January 10, 2022 9:30 AM

To: tonelee@sbcglobal.net

Subject: FW: Please send me PRA's since 2017

From: Lemos, June < <u>ilemos@fortbragg.com</u>>
Sent: Monday, January 10, 2022 9:20 AM
To: Lee Will < William. Lee 3@hcahealthcare.com>

Subject: {EXTERNAL} RE: Please send me PRA's since 2017

**CAUTION!** This email originated from outside of our organization. **DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

Hi Will.

Attached are reports showing the PRA requests from Jacob Patterson since 2017. I've also included requests he submitted to the City as a representative of the Scrutiny Coalition Repudiating Administrative Mediocrity (SCRAM) and Mendocino Action Council for Accountable Government Organizations (MACFAGO), even though a few months ago he said that he is not affiliated with those organizations. However, I have correspondence from him stating that he is representing the two entities.

We did not start tracking the staff time spent on responding to requests until January of 2019. Isaac Whippy reports to the Finance & Administration Committee periodically on the amount of time spent on PRAs. Here's a link to Isaac's latest report:

https://cityfortbragg.legistar.com/View.ashx?M=F&ID=9712524&GUID=67DA54A4-85B4-453A-959F-BE40234171E2. It includes amount of staff time by quarter from January 2019 to June 2021, for a total amount of \$73,820.

We interviewed Patterson and four other City Attorney candidates on September 25, 2017.

June Lemos, MMC
City Clerk
City of Fort Bragg
416 N Franklin St
Fort Bragg CA 95437
707.961.2823 ext. 104

From: Lee Will < William. Lee 3@hcahealthcare.com >

Sent: Monday, January 10, 2022 8:07 AM
To: Lemos, June <<u>ilemos@fortbragg.com</u>>
Subject: Please send me PRA's since 2017

Just from Patterson please (titles and requests only) and estimated time for staff to prepare.

When did we interview him for City Attorney?

Thank you,

William V. Lee, CPCS, CPMSM

Director

Will

Regional Medical Center Medical Staff Office 225 N. Jackson Avenue San Jose, CA 95116

Office: 408-729-2858 Fax: 408-928-7092 Mobile: 408-914-1113

Email: William.Lee3@hcahealthcare.com



**Public Record Requests** 

City of Fort Bragg, California



#### **Dates**

#### Received

October 7, 2022 via web

#### Requester

8 Jacob Patterson

#### Staff Assigned

#### Departments

No departments assigned

#### Point of contact

June Lemos, MMC

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



#### Request

All records relating to Request 22-167, including but not limited to the original requesting email message and the request history, including records showing the dates and times of the actions that were previously viewable through the NextRequest platform in the "Timeline" but which are no longer viewable concerning this request.

#### Timeline Documents

Document(s) Released

Public

RE TBRA Spreadsheet request.msg

Request Published

Public

Request Closed ^

Public

We have provided all records responsive to your request.

Document(s) Released

Public

Request #22-167.pdf TBRA Spreadsheet request.msg

Request Opened

Public

Request received via web

October 7, 2022, 11:36am by Jacob Patterson





# City of Fort Bragg, California Public Record Requests

Request #22-167 Closed As of October 7, 2022, 12:02pm Request Visibility: Published

Details	
I would like to request the payment spreadsheet for the	ne Tenant Based Rental Assistance (TBRA) Program, please.
Received	
October 4, 2022 via email	
Anticipated fulfillment	
Fulfillment date not set	
Due	
October 14, 2022	
Departments	
None Assigned	
Requester	
Betty Wynott	
bythesea282@protonmail.com	
Requester email status list	
Request opened	

- Document released
  - Sent October 4, 2022, 12:01pm

• Sent October 4, 2022, 11:40am • Delivered October 4, 2022, 11:41am

• Delivered October 4, 2022, 12:01pm

### Request closed

- Sent October 4, 2022, 12:01pm
- Delivered October 4, 2022, 12:01pm

### **Documents**



# City of Fort Bragg, California Public Record Requests

Public	
TBRA Completion Report.pdf	
TBTA Completion Report.pur	
Requester	
(none)	
Staff Only	
(none)	
Staff	
Point of Contact	
ilemos@fortbragg.com	
Support	
dsanchez@fortbragg.com	
Tasks	
Timeline	
Request Published October 4, 2022, 12:01pm by June Lemos, MMC	Public
Request Visibility Published (was All Staff) October 4, 2022, 12:01pm by June Lemos, MMC	Staff Only
Request Closed	Public
We have provided all records responsive to your request.	
October 4, 2022, 12:01pm by June Lemos, MMC	
Document(s) Released TBRA Completion Report.pdf October 4, 2022, 12:01pm by June Lemos, MMC	Public
Document(s) Added TBRA Completion Report.pdf	Staff Only



### City of Fort Bragg, California Public Record Requests

October 4, 2022, 11:58am by June Lemos, MMC

**External Message** 

Requester + Staff

Please be advised that City staff have received your CPRA request. Within the next 10 days, we will determine whether your request seeks copies of disclosable records in the City's possession or whether the City will require an extension.

October 4, 2022, 11:40am

Support Staff Added

Staff Only

Diana Sanchez

October 4, 2022, 11:40am by June Lemos, MMC

**Request Visibility** 

Staff Only

All Staff

October 4, 2022, 11:40am by June Lemos, MMC

Request Opened

Public

Request received via email

October 4, 2022, 11:40am by June Lemos, MMC on behalf of Betty Wynott

From:

Betty Wynott <br/>
bythesea282@protonmail.com>

Sent:

Tuesday, October 4, 2022 11:37 AM

To:

Lemos, June

Subject:

TBRA Spreadsheet request

I would like to request to see the TBRA Spreadsheet, please.

Betty

Sent with Proton Mail secure email.

From:

Lemos, June

Sent:

Tuesday, October 4, 2022 12:04 PM

To:

**Betty Wynott** 

Subject: Attachments:

RE: TBRA Spreadsheet request TBRA Completion Report.pdf

### Hi Betty,

In response to your email, I opened a Public Records Act Request through our public records portal, NextRequest, PRA #22-167. If you have any difficulty viewing the record, please let me know. I've also attached it to this email.

June Lemos, MMC City Clerk City of Fort Bragg 416 N Franklin St Fort Bragg CA 95437 707.961.2823 ext. 104

From: Betty Wynott <bythesea282@protonmail.com>

Sent: Tuesday, October 4, 2022 11:37 AM To: Lemos, June <jlemos@fortbragg.com>

Subject: TBRA Spreadsheet request

I would like to request to see the TBRA Spreadsheet, please.

Betty

Sent with Proton Mail secure email.

_	HOME Funds	Curre		ole Balance	<u> </u>		TBRA T	_				am Income		Remaining P		ance			Comm	ents		
	\$442,796		\$44	8,500			\$44	0,83	33			\$0		\$7	,668	- 1/e-i/						
	Contract Number		ME Recipi						_					HOME Fund		ted						
	16-HOME-1137	3 61	ty of Fo	rt Brag	g	341		100						\$44	0,833	0.00						
No.	Tenant's Last Name	Tenant Payment (a)	TBRA (b)	Total Rent a+b	Securi Utilitie deposit this per	es paid	Amount of Security/ Utilities Deposit Paid this period	cha occ that i	s any ange urred needs be rted?	Brief description of what changed	Month January Year 2021	Month February Year 2021	Month March Year	Month April Year 2020	Month May Year 2020	Month June Year 2020	Month July Year 2020	Month August Year 2020	Month September Year 2020	Month October Year 2020	Month November Year 2020	Month December Year 2020
1	ANI	\$0	\$3,200	\$3,200	No	•		No	•		\$640	\$640								\$640	\$640	\$640
2	BEACH	\$0	\$13,150	\$13,150	No	•		No	-		\$1,650	\$1,650				\$700	\$900	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650
3	CASTANEDA	\$0	\$6,500	\$6,500	No	•		_	•		\$1,300	\$1,300						1,000		\$1,300	\$1,300	\$1,300
4	CHILDS	\$0	\$8,533	\$8,533	No	•		No	-		\$800	\$800		\$533	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
5	CHRISTOPHERS	\$0	\$3,975	\$3,975	No	•		No	•		\$795	\$795								\$795	\$795	\$795
6	CINNAMON	\$0	\$6,000	\$6,000	No	~		No	-		\$1,200	\$1,200								\$1,200	\$1,200	\$1,200
7	COMPA	\$0	\$9,800	\$9,800	No	•		No	-		\$1,650	\$1,650							\$1,600	\$1,600	\$1,650	\$1,650
8	CORDES	\$0	\$6,500	\$6,500	No	•		No	~		\$1,000	\$1,000		\$500	\$500	\$500				\$1,000	\$1,000	\$1,000
9	EPPERSON	\$0	\$4,125	\$4,125	No	•		No	-		\$825	\$825								\$825	\$825	\$825
10	ESCOLA	\$0	\$8,100	\$8,100	No	•		No	•		\$900	\$900		\$900	\$900	\$900			\$900	\$900	\$900	\$900
11	EVENS	\$0	\$6,850	\$6,850	No	~		No	-		\$1,000	\$1,000			\$150	\$150	\$150	\$400	\$1,000	\$1,000	\$1,000	\$1,000
12	FEREIRA	\$0	\$2,600	\$2,600	No	•	S. Y.	No	-		\$650	\$650									\$650	\$650
13	FIGUEIREDO	\$0	\$5,700	\$5,700	No	•		No	•		\$1,425	\$1,425									\$1,425	\$1,425
14	FOSSE	\$0	\$7,200	\$7,200	No	•		No	•		\$900	\$900					\$900	\$900	\$900	\$900	\$900	\$900
15	FORSTER	\$0	\$6,000	\$6,000	No	•		No	~		\$1,200	\$1,200								\$1,200	\$1,200	\$1,200
16	GIBSON	\$0	\$9,100	\$9,100	No	•		No	-		\$1,500	\$1,500							\$1,500	\$1,500	\$1,500	\$1,500
17	GOMEZ	\$0	\$1,500	\$1,500	No	•		No	•												\$750	\$750
18	HAMILTON	\$0	\$2,800	\$2,800	No	•		No	•		\$1,400	\$1,400										
19	HAMMERBACK	\$0	\$6,375	\$6,375	No	•		No	-		\$1,000	\$1,000		\$75	\$75	\$75	\$75	\$75	\$1,000	\$1,000	\$1,000	\$1,000
20	HUG	\$0	\$4,875	\$4,875	No	•		No	-		\$975	\$975								\$975	\$975	\$975
21	IVY	\$0	\$5,750	\$5,750	No	•		No	•		\$575	\$575			\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575
22	JUNKER	\$0	\$5,250	\$5,250	No	•		No	•		\$1,050	\$1,050								\$1,050	\$1,050	\$1,050
23	KRASNER	\$0	\$6,300	\$6,300	No	~		No	-		\$700	\$700								\$700	\$700	\$700
24	LARSON	\$0	\$2,000	\$2,000	No	-		No	•		\$500	\$500								\$500	\$500	\$500
25	LOVE	\$0	\$5,000	\$5,000	No	•	PEN	No	~		\$1,250	\$1,250									\$1,250	\$1,250
26	LAIRD	\$0	\$11,465	\$11,465	No	~		No	-		\$1,900	\$1,900							\$1,933	\$1,932	\$1,900	\$1,900

Draw Information Page 1 of 4 HOME-8 (6/8/15)

56	55	54	53	52	51	50	49	48	47	46	45	44	43	42	41	40	39	38	37	36	35	34	33	32	31	30	29	28	27	N <sub>o</sub>
YOUNG	WAGNER	VICKERS	YANEZ	TUBBS	THURMAN	TAYLOR	SUTHERLAND	SUTHERLAND	STEVER	SMITH	SILVA	SHARP	SANCHEZLLANE	ROWBOTTOM	ROACH	ROACH	RENTERIA	PRESSWOOD	RICHARDSON	PEURRUNG	PETITT	PADILLA	NAGLE	MCNEAL	MCGREGOR	MARTINEZ	MARTIN	LIVINGSTON	LANE	Tenant's Last Name
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0\$	\$0	\$0	Tenant Payment (a)
\$4,800	\$3,575	\$3,998	\$4,500	\$3,948	\$6,909	\$6,000	\$7,000	\$6,600	\$12,400	\$2,310	\$5,078	\$3,055	\$4,200	\$1,375	\$5,200	\$4,000	\$5,000	\$7,320	\$4,450	\$2,220	\$5,150	\$4,180	\$6,400	\$4,500	\$0 \$13,500	\$4,000	\$6,300	\$4,200	\$5,922	TBRA
\$4,800	\$3,575	\$3,998	\$4,500	\$3,948	\$6,909	\$6,000	\$7,000	\$6,600	\$12,400	\$2,310	\$5,078	\$3,055	\$4,200	\$1,375	\$5,200	\$4,000	\$5,000	\$7,320	\$4,450	\$2,220	\$5,150	\$4,180	\$6,400	\$4,500	\$13,500	\$4,000	\$6,300	\$4,200	\$5,922	Total Rent a+b
No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	Security/ Utilities deposit paid this period?							
4	4	4	1	4	4	1	1	1	1	1	1	1	1	1	4	1	1	1	1	1	1	1	1	4	1	1	1	1	1	paid D
																														Amount of Security/ Utilities Deposit Paid this period
No 4	No 4	No 4	No •	No 🔻	No 🔻	No 🗸	No 🔻	No ◀	No ▼	No 🔻	No 🔻	No 🖊	No 🔻	No 🔻	No 🔻	No ◀	No •	No 🔻	No 🖊	No 🔻	No •	No 🔻	No •	No 4	No 4	No ◀	No 4	No 🖊	No 4	Has any change occurred that needs to be reported?
																														Brief description of what changed
\$800	\$925	\$1,012	\$900	\$987	\$987	\$1,100	\$1,400	\$1,100	\$1,550	\$470	\$1,000	\$439	\$1,400	\$125	\$1,300	\$800	\$1,000	\$1,220	\$1,450	\$740	\$1,030	\$740	\$1,600	\$900	\$1,800	\$1,000	\$900	\$700	\$987	Month January Year 2021
\$800	\$925	\$1,012	\$900	\$987	\$987	\$1,100	\$1,400	\$1,100	\$1,550	\$470	\$1,000	\$439	\$1,400	\$125	\$1,300	\$800	\$1,000	\$1,220	\$1,450	\$740	\$1,030	\$740	\$1,600	\$900	\$1,800	\$1,000	\$900	\$700	\$987	Month February Year 2021
															H															Month March Year
						\$500																								Month April Year 2020
	\$400													\$125																Month May Year 2020
	\$400													\$125								\$480								Month June Year 2020
									\$1,550					\$125											\$900					Month July Year 2020
					\$987				\$1,550			\$421		\$125											\$1,800		\$900			Month August Year 2020
\$800					\$987			\$1,100	\$1,550			\$439		\$125				\$1,220			L L				\$1,800		\$900	\$700	\$987	Month September Year 2020
\$800			\$900		\$987	\$1,100	\$1,400	\$1,100	\$1,550	\$430	\$1,048	\$439		\$125		\$800	\$1,000	\$1,220			\$1,030	\$740		\$900	\$1,800		\$900	\$700	\$987	Month October Year 2020
\$800		\$987	\$900	\$987	\$987	\$1,100	\$1,400	\$1,100	\$1,550	\$470	\$1,000	\$439		\$125	\$1,300	\$800	\$1,000	\$1,220			\$1,030	\$740	\$1,600	\$900	\$1,800	\$1,000 \$1,000	\$900	\$700	\$987	Month November I Year 2020
\$800	\$925	\$987	\$900	\$987	\$987	\$1,100	\$1,400	\$1,100	\$1,550	\$470	\$1,000	\$439	\$1,400	\$125	\$1,300	\$800	\$1,000	\$1,220	\$1,550	\$740	\$1,030	\$740	\$1,600	\$900	\$1,800	\$1,000	\$900	\$700	\$987	Month December Year 2020

No.	Tenant's Last Name	Tenant Payment (a)	TBRA (b)	Total Rent a+b	Secu Utilit deposit this pe	es paid	Amount of Security/ Utilities Deposit Paid this period	cha	be	Brief description of what changed	Month January Year 2021	Month February Year 2021	Month March Year	Month April Year 2020	Month May Year 2020	Month June Year 2020	Month July Year 2020	Month August Year 2020	Month September Year 2020	Month October Year 2020	Month November Year 2020	Month December Year 2020
57	ZIMMER	\$0	\$5,910	\$5,910	No	•		No	•		\$790	\$790				\$380	\$790	\$790		\$790	\$790	\$790
58	PHILIPS	\$0	\$6,400	\$6,400	No	•		No	•		\$1,600	\$1,600									\$1,600	\$1,600
59	GONZALEZ	\$0	\$6,300	\$6,300	No	•		No	•		\$1,050	\$1,050							\$1,050	\$1,050	\$1,050	\$1,050
60	CALLEJA	\$0	\$8,750	\$8,750	No	•		No	•		\$1,750	\$1,750								\$1,750	\$1,750	\$1,750
61	VAN PEER	\$0	\$3,350	\$3,350	No	•		No	•											\$1,150	\$1,100	\$1,100
62	ROBINSON	\$0	\$7,090	\$7,090	No	•		No	•		\$1,500	\$1,500							\$90	\$1,000	\$1,500	\$1,500
63	PILE	\$0	\$7,900	\$7,900	No	•		No	•		\$1,580	\$1,580								\$1,580	\$1,580	\$1,580
64	BRENNFLECK	\$0	\$5,000	\$5,000	No	•		No	•		\$1,250	\$1,250									\$1,250	\$1,250
65	MAGANA	\$0	\$9,600	\$9,600	No	•		No	•		\$1,200	\$1,200					\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
66	DELGADO	\$0	\$7,750	\$7,750	No	•		No	•		\$1,100	\$1,100						\$1,100	\$1,100	\$1,150	\$1,100	\$1,100
67	UGALANO	\$0	\$6,300	\$6,300	No	•		No	•		\$1,050	\$1,050							\$1,050	\$1,050	\$1,050	\$1,050
68	ORNELAS	\$0	\$9,200	\$9,200	No	•		No	•		\$1,400	\$1,400			\$200	\$600			\$1,400	\$1,400	\$1,400	\$1,400
69	AHUMADA	\$0	\$7,425	\$7,425	No	•		No	•		\$1,485	\$1,485								\$1,485	\$1,485	\$1,485
70	ROGERS	\$0	\$5,975	\$5,975	No	•		No	•		\$1,300	\$1,300								\$775	\$1,300	\$1,300
71	MORGAN	\$0	\$5,500	\$5,500	No	•		No	•		\$1,100	\$1,100							1414	\$1,100	\$1,100	\$1,100
72	MILLER	\$0	\$3,000	\$3,000	No	•		No	•		\$1,500	\$1,500										
73	MARINO	\$0	\$10,800	\$10,800	No	•		No	•					\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
74	PATTERSON	\$0	\$10,400	\$10,400	No	•		No	•		\$1,200	\$1,200		\$400	\$400	\$400	\$800	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
75	0	\$0	\$0	\$0	No	•		No	•												7	
76	0	\$0	\$0	\$0	No	•		No	•													
77	0	\$0	\$0	\$0	No	•		No	*													
78	0	\$0	\$0	\$0	No	•		No	*													
79	0	\$0	\$0	\$0	No	•		No	~									7.	THE R		THE R	
80	0	\$0	\$0	\$0	No	•		No	•													
81	0	\$0	\$0	\$0	No	•		No	•													
82	0	\$0	\$0	\$0	No	•		No	•						TE							TE T
83	0	\$0	\$0	\$0	No	•		No	•													T.
84	0	\$0	\$0	\$0	No	•		No	•													
85	0	\$0	\$0	\$0	No	•	TEN ST	No	•													

Draw Information Page 3 of 4 HOME-8 (6/8/15)

No.	Tenant's Last Name	Tenant Payment (a)	TBRA (b)	Total Rent a+b	Secu Utilit deposit this pe	es paid	Amount of Security/ Utilities Deposit Paid this period	cha occu	needs be	Brief description of what changed	Month January Year 2021	Month February Year 2021	Month March Year	Month April Year 2020	Month May Year 2020	Month June Year 2020	Month July Year 2020	Month August Year 2020	Month September Year 2020	Month October Year 2020	Month November Year 2020	Month December Year 2020
86	0	\$0	\$0	\$0	No	•	W. B.	No	~													
87	0	\$0	\$0	\$0	No	•		No	•													
88	0	\$0	\$0	\$0	No	•		No	~													
89	0	\$0	\$0	\$0	No	•		No	•													
90	0	\$0	\$0	\$0	No	•		No	•													
91	0	\$0	\$0	\$0	No	•		No	•													
92	0	\$0	\$0	\$0	No	•		No	-													
93	0	\$0	\$0	\$0	No	•		No	-													
94	0	\$0	\$0	\$0	No	•		No	•													
95	0	\$0	\$0	\$0	No	•		No	-													
96	0	\$0	\$0	\$0	No	•		No	•													
97	0	\$0	\$0	\$0	No	•		No	*													
98	0	\$0	\$0	\$0	No	•		No	*													
99	0	\$0	\$0	\$0	No	•		No	•													
100	0	\$0	\$0	\$0	No	•		No	•													

Draw Information Page 4 of 4 HOME-8 (6/8/15)

**Public Record Requests** 

City of Fort Bragg, California

# Request 22-178 Closed

#### Dates

#### Received

October 25, 2022 via email

### Requester

A Jacob Patterson

### Staff Assigned

### Departments

No departments assigned

### Point of contact

June Lemos, MMC



### Request

The program guidelines and administration contracts that outline the City's administrative requirements for the Covid Tenant Based Rental Assistance (TBRA) program.

10/25/2022: Please open this premature request and process it aswritten, which includes but is not limited to the non-confidential electronic program records. For example, the actual contracts; and state and federal agency guidelines, rules, and regulations the City agreed to abide by when it applied for the grant funding and executed the program contracts.

### Timeline **Documents** Public Request Closed ^ We have provided all records responsive to your request. Public Document(s) Released ^ City of Fort Bragg HOME TBRA Program Guidelines.pdf 2016 HOME OOR PROGRAM 1-31-2019.pdf 16-HOME-11373 Amend\_signed.pdf home-nofa-12-6-2016.pdf 2016-HOME-NOFA-Amendment 1-24-17.pdf home-state-regulations-amended-thru2016.doc COVID-19-TBRA-Memorandum.pdf Suspensions-and-Waivers-to-Facilitate-Use-of-HOME-Assisted-TBRA-COVID-19.pdf 16 HOME 11373 Fully Executed Agrmt.pdf Public Request Reopened Public ✓ Request Closed ^ This Public Records Request is withdrawn. Public Request Published Public Request Opened Request received via email

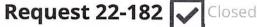
October 14, 2022, 8:50am by Staff

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



**Public Record Requests** 

City of Fort Bragg, California





### Dates

#### Received

October 18, 2022 via web

### Requester

Mendocino Alliance for Candidate Transparency

### Staff Assigned

### Departments

No departments assigned

### Point of contact

June Lemos, MMC

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



### Request

Correspondence from any group, committee or individual addressed to City Council or to any individual councilperson during the current year 2022 concerning potential conflicts of interests involving Commissioner Michelle Roberts.

Correspondence from any group, committee or individual addressed to City Council or to any individual councilperson concerning Commissioner Michelle Roberts receiving funding from the Tenant Based Rental Assistance (TBRA) program.

### Timeline

**Documents** 

Request Published

Public

Request Closed ^

Public

We have provided all records responsive to your request.

Document(s) Released

Public

PRA 22-182 Fw Clear violation of privacy rights.msg

Request Opened

Public

Request received via web

October 18, 2022, 3:53pm by Mendocino Alliance for Candidate Transparency



From:

Morsell-Haye, Jessica

Sent:

Wednesday, October 19, 2022 10:36 AM

To:

Lemos, June

**Subject:** 

PRA 22-182 Fw: Clear violation of privacy rights

Jessica Morsell-Haye Vice Mayor Fort Bragg, Ca jmorsellhaye@fortbragg.com

From: Ducey, Peggy <PDucey@fortbragg.com>

Sent: Sunday, October 9, 2022 9:02 AM

To: Albin-Smith, Tess <talbinsmith@fortbragg.com>; Morsell-Haye, Jessica <jmorsellhaye@fortbragg.com>; Rafanan,

Marcia <mrafanan@fortbragg.com>; Peters, Lindy <lpeters2@fortbragg.com>; Norvell, Bernie

<bnorvell2@fortbragg.com>; Keith F. Collins <kfc@jones-mayer.com>; Lemos, June <jlemos@fortbragg.com>

Subject: Fwd: Clear violation of privacy rights

Please see the emails below from Jacob. These are in response to a public records request filed about Michelle Roberts rental assistance. We provided a spreadsheet which included only last names. Keith gave June the OK to send it with last names only.

Sent from my iPhone

#### Begin forwarded message:

From: "Ducey, Peggy" <PDucey@fortbragg.com>
Date: October 7, 2022 at 4:05:00 PM PDT
To: Bernie Norvell <br/>
Subject: FW: Clear violation of privacy rights

From: Jacob Patterson < jacob.patterson.esq@gmail.com>

Sent: Friday, October 7, 2022 2:27 PM
To: Ducey, Peggy <PDucey@fortbragg.com>
Subject: Re: Clear violation of privacy rights

This is a serious breach and June is responsible. The AVA post is not the significant piece, although it is false and defamatory.

Please see the following concerning the City's obligations, which have been violated, IMO. This applies to ALL recipients under the TBRA program. Please treat this as a formal complaint concerning the City Clerk and add it to her personnel file per whatever protocols apply to doing that. I also request a complete and thorough investigation of June's actions and recommend that

the City notify all affected TBRA participants so they know their privacy has been violated by this serious breach.

https://www.jdsupra.com/legalnews/privacy-requirements-under-covid-19-5531198/

Privacy Requirements under COVID-19 Emergency Rental Assistance Program

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LinkedIn		
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Twitter		
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Many relief programs have been implemented over the past year in response to COVID-19, and keeping up with the changing requirements for these programs can be daunting. A new twist in the requirements is the mandate for implementation of privacy requirements under the Emergency Rental Assistance Program. Here are some details about the Emergency Rental Assistance Program, and how to ensure compliance with the privacy requirements.

### What is the Emergency Rental Assistance Program?

On December 27, 2020, the Consolidated Appropriations Act, 2021 was enacted that contained provisions for coronavirus response and relief. The act called for \$25 billion in rental assistance to be distributed by states, U.S. territories, certain local governments, Indian tribes, and other governing bodies (grantees) that apply for funds through the Emergency Rental Assistance Program. The funds are specifically allocated for rent and utility assistance and housing expenses incurred due to COVID-19. Eligible households meeting certain requirements can receive up to 15 months of assistance for rent and other expenses covered under the program. The list of eligible grantees and additional information can be found on the Emergency Rental Assistance Program website of the U.S. Department of the Treasury.

### What are the privacy requirements?

Each grantee is required to (1) establish data privacy and security requirements with appropriate measures to ensure the protection of the privacy of the individuals and households, (2) provide that the information collected, including any personally identifiable information, is collected and used only for submitting reports to the federal government, and (3) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault or stalking.

### How are landlords affected?

Provided certain requirements are followed, landlords or owners of residential dwellings can apply for rental assistance from the grantees on behalf of their renters or can assist renters in applying for assistance. Landlords need to be aware that the grantees most likely will have specific privacy requirements that they will need to abide by when handling the information of its renters. Since the Emergency Rental Assistance Program privacy requirements will be implemented by multiple different government entities, there will likely be variations in requirements. Therefore, vigilance is needed to ensure compliance.

The Emergency Rental Assistance Program is currently being rolled out. We will update you in the upcoming weeks and months as to additional guidance on the implementation of these privacy requirements.

On Fri, Oct 7, 2022 at 2:18 PM Ducey, Peggy < PDucey@fortbragg.com > wrote:

I need to bring myself up to speed on the issue. Your mother mentioned the article, but I have not read it.

From: Jacob Patterson < jacob.patterson.esq@gmail.com >

Sent: Friday, October 7, 2022 11:51 AM

To: Ducey, Peggy < PDucey@fortbragg.com >
Subject: Clear violation of privacy rights

Peggy,

The City has published a response to a PRA request (22-167) that very clearly violates the protected privacy rights of all the participants in the City's TBRA program. California law, including the state constitution, protects people's right to privacy and participation in a government-run social services program does not waive those privacy rights. Private financial information like income eligibility to participate in a social services program or monthly rent

amounts are private financial information. Even the identities of the tenants participating in the program is protected information. The fact that this information was then used by Will Lee to campaign concerning the city council election also raises the issue of apparently improper use of pubic resources for electioneering and this is not the first potential example of that related to the current election. It is bad enough we have actual campaign signs being displayed on public property but this takes it to a whole new level, IMO.

It is too late to contain the damage that the City has caused but you can try to mitigate it a bit by redacting the private information. This is beyond-the-pale ridiculous and the staff members involved should be disciplined.

--Jacob

**Public Record Requests** 

### City of Fort Bragg, California





Request 22-183 Closed



84 of many

### **Dates**

#### Received

October 18, 2022 via web

### Requester

A Mendocino Alliance for Candidate Transparency

### Staff Assigned

#### Departments

No departments assigned

#### Point of contact

June Lemos, MMC

### Request

List of Payments to all Landlords who participated in the TBRA program showing the dollar amount received by each landlord.

All Form 700s filed by Commissioner Roberts prior to the time she accepted TBRA funds on behalf of her two sons/tenants.

All documents showing how much rent Mr. Patterson was paying to his mother/landlord when he first applied for the TBRA program.

All documents showing rental increases initiated during the pandemic, once the taxpayers (through the TBRA program) began paying Mr. Patterson's rent.

All documents and correspondence describing late fees imposed by Ms. Roberts to either tenant.

All documents showing how much rent Mr. Childs was paying to his mother/landlord when he first applied for the TBRA program.

All documents showing rental increases (initiated during the pandemic) once the taxpayers (through the TBRA program) began paying Mr. Childs' rent.

Show less

### Timeline

### **Documents**

Request Published

Public

### Request Closed ^



Public

We have provided all records responsive to your request. Portions of the attached record are exempt from disclosure and are redacted pursuant to Government Code Section 6255(a). This determination and all redactions were made by the City Attorney.

Document(s) Released

Public

22-183 Totals by Vendor FINAL REPORT.pdf 22-183 Fund 326 FINAL.pdf

Document(s) Released

Public

Patterson Docs Combined.pdf-redacted.pdf



FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



Public Record Requests

### City of Fort Bragg, California



### Request 22-183 🗸





#### **Dates**

#### Received

October 18, 2022 via web

Requester

A Mendocino

Alliance for Candidate Transparency

### Request

List of Payments to all Landlords who participated in the TBRA program showing the dollar amount received by each landlord.

All Form 700s filed by Commissioner Roberts prior to the time she accepted TBRA funds on behalf of her two sons/tenants.

All documents showing how much rent Mr. Patterson was paying to his mother/landlord when he first applied for the TBRA program.

All documents showing rental increases initiated during the pandemic, once the taxpayers (through the TBRA program) began paying Mr. Patterson's

All documents and correspondence describing late fees imposed by Ms. Roberts to either tenant.

All documents showing how much rent Mr. Childs was paying to his mother/landlord when he first applied for the TBRA program.

All documents showing rental increases (initiated during the pandemic) once the taxpayers (through the TBRA program) began paying Mr. Childs' rent.

### Staff Assigned

Departments

No departments assigned

Point of contact June Lemos, MMC

Timeline	Documents	
I documents		11-11-11-11

**Folders** 

Filter by folder name	
filter by folder name	
All Documents	
Documents not in folders	
Childs Rental Docs	
Patterson Rental Dors	

Form 700s Prior to TBRA Program

Payments to Landlords

7 6/6 results in 'All Documents' ter by document name

ter by document name lect all

Uploaded: 10/19/2022 22-183 Totals by Vendor FINAL REPORT.pdf Payments to Landlords

Uploaded: 10/19/2022 22-183 Fund 326 FINAL.pdf Payments to Landlords

Uploaded: 10/19/2022 Roberts Form 700 2-24-2020.pdf-redacted.pdf Form 700s Prior to TBRA Program

Uploaded: 10/19/2022 Roberts Form 700 2-2-2019.pdf Form 700s Prior to TBRA Program

Uploaded: 10/27/2022 Childs Docs Combined.pdf-redacted.pdf Childs Rental Docs

Uploaded: 10/27/2022

Patterson Docs Combined.pdf-redacted.pdf Patterson Rental Docs

Show less

pdf Public

pdf Public

pdf Public

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pdf Public

**Public Record Requests** 

City of Fort Bragg, California

## Request 22-184 🗸

### Dates

### Received

October 18, 2022 via web

### Requester

A Mendocino Alliance for Candidate Transparency

### Staff Assigned

Departments

No departments assigned

Point of contact

June Lemos, MMC



### Request

All complaints to any court or agency (federal, state or local) filed by Candidate Roberts' son Jacob Patterson against the City of Fort Bragg and/or employees of the City of Fort Bragg from 1/1/18 to the present.

Report showing the dollar amount the City of Fort Bragg has paid in Attorney's Fees for issues related to Candidate Roberts' son, Jacob Patterson from 1/1/18 to the present.

Records showing all payouts made to Jacob Patterson as an individual or an attorney for a committee or organization formed or lead by Jacob Patterson from 1/1/18 to the present.

### Timeline

### **Documents**

### Request Published

Public

### Request Closed ^

Public

We have provided all records responsive to your request. Portions of the attached records are exempt from disclosure and are redacted pursuant to Government Code Section 6255(a), 6254(k) and Evidence Code 954. These redactions and determinations were made by the City Attorney.

Regarding the request for records showing Attorney's Fees for issues related to Candidate Roberts' son, Jacob Patterson from 1/1/18 to the present, in most instances, City Attorney invoices do not break out work done regarding Mr. Patterson so the City is unable to provide a total amount spent on issues involving Candidate Roberts' son.

### Document(s) Released

Public

22-184 -1.pdf
22-184 -2.pdf
copy of stlmt check - Patterson v. Fort Bragg.pdf-redacted.pdf
CVRA Settlement.pdf-redacted.pdf



Public

Patterson Letter 4-16-18 re Districting.pdf
Patterson Letter 5-24-18 RE CVRA - Certified.pdf
Patterson DFEH Complaint 3-1-2021-redacted.pdf
Patterson DFEH Complaint 1-21-2021-redacted.pdf
Patterson Claim 2.pdf-redacted.pdf
Patterson Claim 3.pdf-redacted.pdf
Patterson Claim 5.pdf-redacted.pdf
Patterson, Jacob 4.pdf-redacted.pdf
Patterson ADA Complaint 2-25-21.pdf-redacted.pdf
Patterson ADA Complaint 5-13-21.pdf-redacted.pdf
Patterson ADA Complaint 7-12-19.pdf-redacted.pdf
Patterson ADA Complaint 7-13-21.pdf-redacted.pdf
Patterson ADA Complaint 9-2-2021.pdf-redacted.pdf
Patterson ADA Complaint 10-20-2022.pdf-redacted.pdf
Patterson ADA Complaint 10-20-2022.pdf-redacted.pdf
Patterson Claim 1.pdf-redacted.pdf

### Request Opened

Public

Request received via web

October 18, 2022, 3:54pm by Mendocino Alliance for Candidate Transparency

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



**Public Record Requests** 

City of Fort Bragg, California

Request 22-185



### Dates

#### Received

October 18, 2022 via web

### Requester

Mendocino Alliance for Candidate Transparency

### Staff Assigned

#### Departments

No departments assigned

### Point of contact

June Lemos, MMC

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



### Request

All letters served to Candidate Roberts' son, Jacob Patterson by the Fort Bragg City Attorney in the year 2022.

Records - including audio and video recordings - of any meetings held between Mr. Jacob Patterson and either Police Chief Cervenka and/or City Manager Ducey, including all correspondence requesting or demanding a meeting, and any follow up correspondence

### **Timeline**

### **Documents**

### Request Published

Public

## Request Closed

Public

We have provided all records responsive to your request.

### Document(s) Released

Public

PRA Audio Request.mp3

### Document(s) Released

Public

Fort Bragg - Patterson Single Point of Contact Ltr 8-11-22.pdf

### Request Opened

Public

Request received via web

October 18, 2022, 3:55pm by Mendocino Alliance for Candidate Transparency

NextRequest

**Public Record Requests** 

City of Fort Bragg, California

### Request 22-186 🗸



### Dates

#### Received

October 18, 2022 via web

### Requester

Mendocino Alliance for Candidate Transparency

### Staff Assigned

### Departments

No departments assigned

### Point of contact

June Lemos, MMC

### $\square$

### Request

All emails written by Mr. Jacob Patterson addressed to City Manager Ducey since Ms. Ducey was hired by City of Fort Bragg.

### **Timeline**

### **Documents**

### Request Published

Public



### Request Closed ^

Public

We have provided all records responsive to your request, with the exception of four records that are withheld pursuant to Government Code 6255 and Evidence Code 1040. This determination was made by the City Attorney.

### Document(s) Released ^



Public

Re Fee Back-Up.msg

9 22 2022 Finance & Admin Committee discussion of fee waiver policies and procedures.msg

Accepted Appointment @ Thu Aug 11 2022 3pm - 4pm (PDT) (Ducey Peggy).msg

Agenda Packet Day.msg

Additional Agenda Items 8A and 8C.msg

Approval requested Closed Session.msg

Approval requested Election concerns.msg

Approval requested Fwd Expired Re Closed Session (41).msg

Approval requested Fwd Expired Re Closed Session.msg Approval requested Political Sign Code Enforcement.msg Approval requested Re Candidates for City Council 2 year vs 4 year (38).msg

Approval requested Re Candidates for City Council 2 year vs 4 year.msg

Approval requested Re City Council Candidates Press Release (37).msg

Approval requested Re City Council Candidates Press Release.msg

Approval requested Re Closed Session (44).msg

Approval requested Re Closed Session (43).msg

Approval requested Re Closed Session.msg

Approval requested Re Expired Re Closed Session (34).msg

Approval requested Re Expired Re Closed Session (39).msg Approval requested Re Expired Re Closed Session.msg

Approval requested Re Expired Re Closed Session (40).msg

Approval requested Re Nomination Paper Question.msg

Approval requested Re Political Sign Code

Enforcement.msg

**Bullying Complaint.msg** 

**Bullying Incident Form.msg** 

Code Enforcement at 200 E Redwood Ave .msg

Code Enforcement at 501 Perkins Way.msg

Community development Committee discussion of

busking.msg

Conflicts Rules.msg

Corruption of the Voting Process & Nomination of

Candidates.msg

Dave Spaur.msg

**Bullying Example.msg** 

Dave Spaur's Auto Insurance.msg

Fee Schedule Support Docs.msg

First Example of (Apparently) Inadequate Planning Work of

Your Tenure Tall Man Brewing DR.msg

FW Finance & Admin Committee & City Fee Schedule

Updates (66).msg

FW Marie Jones Consulting Contracts.msg

FW Public Comment - 8 10 2022 Finance & Admin

Committee Mtg Item 3C (65).msg

FW Public Comment -- 8 10 2022 Finance & Admin

Committee Mtg Item 3C (67), msg

FW Public Comment -- 8 10 2022 Finance & Admin

Committee Mtg Item 3C (68).msg

FW Public Comment -- 8 10 2022 Finance & Admin

Committee Mtg Item 3C.msg

FW Public Comment -- Item 7A MUP 4-20 Appeal.msg

FW Website links.msg

FW Public Comment - 8 17 2022 PC Mtg Item No 6A.msg

Fwd Photos.msg

Item 5N.msg

Improper posting.msg

Item 8A -- RFP for mill pond project EIR.msg

I forgot the attachment.msg

Last Night's City Council Meeting.msg

Neil Cervenka.msg

Misrepresentations.msg

Nomination Paper Question.msg

Permit requirement inquiry.msg

Planning Docs.msg

Potential Option.msg

Public Comment -- 8 8 22 CC Mtg Item No 8C Money

Grab.msg

Public Comment 8 17 2022 PC Mtg Item No 6A Tall Man

Brewing Design Review.msg

Public Comment -- 9 26 22 CC Mtg Item No 8A.msg

Question and objection.msg

Re ADA Accomodation (5).msg

Re Additional Agenda Items 8A and 8C.msg

Re Agenda Packet Day.msg

Re Appointment (83).msg

Re Appointment.msg

Re Article.msg

Re Bullying Complaint (13).msg

Re Bullying Complaint.msg

RE Bullying Example.msg

Re City Council Candidates Press Release (32).msg

Re City Council Candidates Press Release.msg

Public Comment -- 8 17 2022 PC Mtg Item No 6A.msg

Public Comment -- 8 17 2022 PC Mtg Item No 6A

(additional photos).msg

Re Copy of Meeting Recording.msg

Re Dave Spaur (77).msg

Re Dave Spaur (79).msg

FW Public Comment -- 8 17 2022 PC Mtg Item No 6A

(additional photos).msg

Re Fee Back-Up (26).msg

Re TBRA Records.msg

Re Updated Form .msg

Red Tape.msg

Request for clarification.msg

Signage.msg

Special versus General Tax.msg

Tall Man.msg

Tall Man brewing Follow-up.msg

Untitled.msg

TBRA Federal Privacy Requirements.msg

Updated Form .msg

Your statements regarding appeal fee waivers.msg

Re Fee Schedule Notice (19).msg

Re Fee Schedule Notice.msg

Re Fee Schedule Support Docs (27).msg

Re FW Clear violation of privacy rights (7).msg

Re FW Clear violation of privacy rights (6).msg

Re FW Notice for Interested Party - Patterson.msg

Re FW Notice Posted.msg

Re FW Summit Voice Message From 7079649604 To 118

(3).msg

Re Grey Chair.msg

Re Impact Fee Nexus Study (17).msg

Re Impact Fee Nexus Study.msg

Re Improper posting (18).msg

Re Item 5N (21).msg

Re Improper posting.msg

Re Item 5N (22).msg

Re Item 5N (23).msg

Re Item 5N (24).msg

Re Item 5N.msg

Re Item 8A -- RFP for mill pond project EIR.msg

Re Neil Cervenka (14).msg

Re Neil Cervenka.msg

Re Permit requirement inquiry.msg

Re Preliminary Comment on the Draft IS MND for the C&S

Waste Transfer Project at 1280 N Main Street Use Permit

4-22.msg

Re Public Comment 8 17 2022 PC Mtg Item No 6A Tall Man

Brewing Design Review.msg

Re Public Comment 8 17 2022 PC Mtg Item No 6A Tall Man

Brewing Design Review (3).msg

Re Public Comment - 8 8 22 CC Mtg Item No 8C Money

Grab.msg

RE Public Comment -- 8 17 2022 PC Mtg Item No 6A

(55).msg

RE Public Comment -- 8 17 2022 PC Mtg Item No 6A

(56).msg

Re Public Comment -- 8 17 2022 PC Mtg Item No 6A

RE Public Comment -- 8 17 2022 PC Mtg Item No 6A

(58).msg RE Public Comment -- 8 17 2022 PC Mtg Item No 6A

(additional photos).msg

Re Public Comment -- 9 26 22 CC Mtg Item No 8A Anti-

Criticism Policy.msg

Re Public Comments Mill Site RFP.msg

Re Question and objection (1).msg

Re Question and objection (2).msg

Re Question and objection.msg

Re Request for clarification.msg

Re Signage (52).msg

Re Signage.msg

Re Tall Man (45).msg

Re Tall Man.msg

Re TBRA Records (2).msg

Re TBRA Records (4).msg

Appointment.msg-redacted.pdf

Re Appointment (82).msg-redacted.pdf

Re Appointment (83).msg-redacted.pdf

### Request Opened

Public

Request received via web

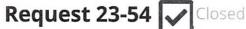
October 18, 2022, 3:55pm by Mendocino Alliance for Candidate Transparency

FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



**Public Record Requests** 

City of Fort Bragg, California





### **Dates**

#### Received

March 31, 2023 in person

### Requester

S Jacob Patterson

### Staff Assigned

Departments

No departments assigned

Point of contact

June Lemos, MMC

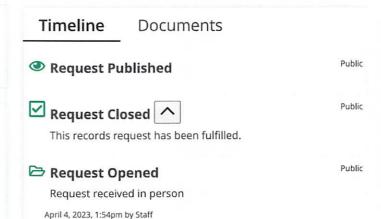
FAQ HELP PRIVACY TERMS CITY OF FORT BRAGG



### Request

COPIES OF ENTIRE CONTENTS OF MY FOLDER THAT I REVIEWED IN PERSON AT CITY HALL ON FRIDAY, MARCH 31, 2023

-MY COUNT WAS 44 PAGES





**Public Record Requests** 

City of Fort Bragg, California

Request Visibility:

Published

# Request 23-67 Closed

### Dates

Received

April 26, 2023 via web

### Requester

- S Jacob Patterson
- ☑ jacob.patterson.esq@gmail.com
- PO Box 2814, Fort Bragg, CA, 95437
- \$ 707-964-2417

### Staff Assigned

Departments

No departments assigned

Point of contact

June Lemos, MMC

TO: CITY CLERK'S OFFICE FROM: JACOB PATTERSON DATE: APRIL 28, 2023

PLEASE ADD THIS TO THE LIABILITY CLAIM FORM SUBMITTED ON BEHALF OF MYSELF AND DAVID CHILDS ON APPIL 25, 2023

https://cityoffortbraggca.nextrequest.com/requests/23-67



### Request

Review all hard copy client files from TBRA program.

### Timeline Documents

Request Published

Public

Request Closed ^

Public

The requested records are exempt from disclosure under Government Code 7922.000.

External Message

Requester + Staff

I called the City Manager's office and left a voicemail but have not yet heard back and I want to clarify this response. Is the City asserting any exemptions for private and personal information contained in the application materials? Normally a response to a PRA request includes a written explanation of any exemptions from disclosure that are being raised. Thanks for any clarification.

April 27, 2023, 11:47am by Jacob Patterson

### External Message

Requester + Staff

The requested records have been located and are available to review. Please schedule a time to come in and view the records by calling the city manager at 707.961.2823. Thank you.

April 26, 2023, 10:51am by Diana Sanchez, Administrative Assistant (Staff)

External Message

Requester + Staff

Please be advised that City staff have received your CPRA request. Within the next 10 days, we will determine whether your request seeks copies of disclosable records in the City's possession or whether the City will require an extension.

April 26, 2023, 10:49am

Request Opened

Public

Request received via web