



City of Fort Bragg

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

Meeting Agenda Special City Council

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

Monday, August 31, 2020

6:00 PM

Via Video Conference

Special Meeting

CALL TO ORDER

ROLL CALL

PLEASE TAKE NOTICE

DUE TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, CITY COUNCIL MEMBERS AND STAFF WILL BE PARTICIPATING BY VIDEO CONFERENCE IN THE SPECIAL CITY COUNCIL MEETING OF MONDAY, AUGUST 31, 2020.

In compliance with the Shelter-in-Place Orders of the County and State, this meeting will be closed to the public. The meeting will be live-streamed on the City's website at <https://city.fortbragg.com/> and on Channel 3. Public Comment regarding matters on the agenda may be made in any of the following ways: (1) By joining the Zoom video conference, (2) Through the City's online eComment agenda feature, (3) Emailed to City Clerk June Lemos, jlemos@fortbragg.com, (4) Written comments delivered through the drop-box for utility payments to the right of the front door at City Hall, 416 N. Franklin Street, or (5) Voice mail comments called in to (707) 961-1694 by 5:00 PM on the day of the meeting.

Comments can be made at any time prior to the meeting, in real-time while the item is being considered by the Council and up to 12:00 PM on Tuesday, September 1, 2020. The Clerk will read aloud all eComments or emails received before or during the meeting that have not been published with the agenda packet. Public comments are restricted to three minutes. Written comments on agenda items and those exceeding three minutes will be included in the public record as part of the agenda packet the next business day after the meeting.

We appreciate your patience and willingness to protect the health and wellness of our community and staff. If you have any questions regarding this meeting, please contact the City Clerk at (707) 961-1694 or jlemos@fortbragg.com.

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Aug 31, 2020 06:00 PM Pacific Time (US and Canada)
Topic: Special City Council Meeting*

Please click the link below to join the webinar:

<https://zoom.us/j/94570671520>

Or iPhone one-tap :

US: +16699009128,,94570671520# or +12532158782,,94570671520#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592
or +1 312 626 6799

Webinar ID: 945 7067 1520

International numbers available: <https://zoom.us/u/abOnv8N9n0>

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.

1. PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS

2. 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.

- 2A.** [20-836](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

Attachments: [RESO Declaring Continuing Local Emergency](#)
[Public Comment 2A](#)

- 2B.** [20-838](#) Adopt Resolution Approving Professional Services Agreement with Burlington Associates in Community Development, LLC to Assess Feasibility of Establishing a Community Land Trust and Authorizing City Manager to Execute Same (Amount Not to Exceed \$40,000.00, Account No. 329-4873-0755)

Attachments: [Att. 1 - RESO Burlington Associates Contract](#)
[Att 2. - Burlington Associates Contract](#)
[Att. 3 - Burlington Associates Proposal](#)
[Public Comment 2B](#)

- 2C.** [20-835](#) Approve Minutes of Special Meeting of August 13, 2020

Attachments: [CCM2020-08-13 Special](#)

3. CONDUCT OF BUSINESS

- 3A.** [20-837](#) Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Emergency and Implementing Stage 2 Water Conservation Measures

Attachments: [08312020 Stage 2 Water Conservation Measures](#)

[Att. 1 - RESO Stage 2 Water Emergency](#)

[Att. 1A -Exhibit A - Water Supply Chart](#)

[Att. 2 - Noyo River Flows](#)

[Public Comment 3A](#)

ADJOURNMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on August 28, 2020.

June Lemos, CMC
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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

File Number: 20-836

Agenda Date: 8/31/2020

Version: 1

Status: Passed

In Control: Special City Council

File Type: Resolution

Agenda Number: 2A.

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

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020. Since that date, the Council has adopted the following resolutions reconfirming the existence of a local emergency:

Date Resolution No.

April 6, 2020	4245-2020
April 20, 2020	4247-2020
May 11, 2020	4250-2020
May 26, 2020	4253-2020
June 8, 2020	4266-2020
June 22, 2020	4270-2020
July 13, 2020	4284-2020
July 27, 2020	4289-2020
August 10, 2020	4294-2020

The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. ____-2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 31st day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

WILLIAM V. LEE
Mayor

ATTEST:

June Lemos, CMC
City Clerk

From: noreply@granicusideas.com
To: [Lemos, June](#)
Subject: New eComment for Special City Council Meeting - Via Video Conference
Date: Monday, August 31, 2020 12:23:12 PM

[SpeakUp](#)

New eComment for Special City Council Meeting - Via Video Conference

Jacob Patterson submitted a new eComment.

Meeting: Special City Council Meeting - Via Video Conference

Item: 2A. 20-836 Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

eComment: Move over Covid-19, the real local emergency is some of our local officials apparently ignoring their oaths of office to uphold and defend the laws and constitutions of the State of California and United States of America by conducting themselves in a manner that, in my opinion, violates some of the very laws and constitutional provisions they swore to uphold and should be following as they conduct the people's business!

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings



City of Fort Bragg

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Text File

File Number: 20-838

Agenda Date: 8/31/2020

Version: 1

Status: Passed

In Control: Special City Council

File Type: Resolution

Agenda Number: 2B.

Adopt Resolution Approving Professional Services Agreement with Burlington Associates in Community Development, LLC to Assess Feasibility of Establishing a Community Land Trust and Authorizing City Manager to Execute Same (Amount Not to Exceed \$40,000.00, Account No. 329-4873-0755)

The SB-2 Planning Grant provides funding and technical assistance to all local governments in California to help cities and counties prepare, adopt and implement plans and process improvements that streamline housing approvals and accelerate housing production. The City's SB-2 grant allocation of \$160,000 is used to implement several pro-housing policies and programs included in the 2019 Housing Element. One of the new Housing Element programs identified as a grant activity, involves taking steps to establish a Community Land Trust:

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

On July 13, 2020, the City Council approved a scope of work for solicitation of proposals for a Community Land Trust feasibility study. On July 15, 2020, the City issued a Request for Proposals (RFP) for assistance with assessing the feasibility of establishing and operating a Community Land Trust in Fort Bragg. On August 4, 2020, one timely response to the RFP was received, from Burlington Associates in Community Development, LLC.

Staff has reviewed the proposal, interviewed a representative from Burlington Associates, has determined that the proposal is responsive, and recommends approval of the contract.

Adoption of the Resolution authorizing the contract is consistent with Council direction of September 25, 2017 stating that contracts for amounts less than \$50,000 can be approved on the Consent Calendar.

Att. 1 - Resolution

Att. 2 - Proposed Contract with Burlington Associates

Att. 3 - Burlington Associates Proposal

RESOLUTION NO. ____-2020

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BURLINGTON ASSOCIATES IN COMMUNITY DEVELOPMENT, LLC TO ASSESS FEASIBILITY OF ESTABLISHING A COMMUNITY LAND TRUST AND AUTHORIZING CITY MANAGER TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$40,000; ACCOUNT NO. 329-4873-0755)

WHEREAS, the City of Fort Bragg ("City") has an SB-2 grant allocation of \$160,000 to be used to implement several pro-housing policies and programs included in the 2019 Housing Element; and

WHEREAS, one of the programs identified in the City's Housing Element as a grant activity involves taking steps to establish a Community Land Trust; and

WHEREAS, on July 13, 2020, the City Council approved a scope of work for solicitation of proposals for a Community Land Trust feasibility study; and

WHEREAS, on July 15, 2020, the City issued a Request for Proposals (RFP) for assistance with assessing the feasibility of establishing and operating a Community Land Trust in Fort Bragg (the "Project"); and

WHEREAS, ("Consultant"); and

WHEREAS, based on the review of the proposal and interviews with Consultant, staff has determined that Consultant is qualified to provide the desired services for the Project; and on August 4, 2020, one timely response to the RFP was received, from Burlington Associates in Community Development, LLC

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

1. The bid of Burlington Associates in Community Development, LLC meets the requirements of the RFP and is considered responsive.
2. Sufficient funds are available through the funding sources to cover the needed tasks of the Project.
3. Burlington Associates in Community Development, LLC has the experience in completing similar projects, and is a responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with Burlington Associates in Community Development, LLC to assess the feasibility of establishing a Community Land Trust in Fort Bragg and authorizes the City Manager to execute same (amount not to exceed \$40,000.00; Account No. 329-4873-0755).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed

and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 31st day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

WILLIAM V. LEE
Mayor

ATTEST:

June Lemos, CMC
City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
BURLINGTON ASSOCIATES IN COMMUNITY DEVELOPMENT, LLC**

THIS AGREEMENT is made and entered into this ___ day of September, 2020 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and BURLINGTON ASSOCIATES IN COMMUNITY DEVELOPMENT, LLC, a Domestic Limited Liability Company from Burlington, Vermont, PO Box 5431, Petaluma, California 94955-5431 ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to assess the feasibility of establishing and operating a local Community Land Trust in the City of Fort Bragg, as more fully described herein; and

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

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

D. WHEREAS, the legislative body of the City on August 31, 2020 by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done

by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Forty Thousand Dollars (\$40,000.00)**.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **October 15, 2021**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on January 15, 2022 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Sarah McCormick, Housing and Economic Development Coordinator. 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 Devika Goetschius as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:
Devika Goetschius, Partner
Burlington Associates
PO Box 5431
Petaluma, CA 94955-5431 _____
Tel: 707-766-8875
Fax: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CITY

CONSULTANT

By: _____

Tabatha Miller

Its: City Manager

By: _____

Devika Goetschius

Its: Partner

ATTEST:

By: _____

June Lemos, CMC

City Clerk

APPROVED AS TO FORM:

By: _____

Keith F. Collins

City Attorney

EXHIBIT A

E. Scope of Work

Part 1: Burlington Associates shall provide technical advice and assistance to the City of Fort Bragg in developing a replicable framework for implementation of the Community Land Trust program. Specific tasks include those listed below and with additional tasks as mutually agreed upon on an ongoing basis. Burlington Associates will work directly with the City's Housing & Economic Development Coordinator by providing professional services and technical assistance to assess the feasibility of establishing and operating a municipally-sponsored CLT serving the City of Fort Bragg. Burlington Associates shall deliver the following:

- Determine short- and mid-term goals and develop a work plan.
- Develop recommendations for an organizational model for the City of Fort Bragg.
- Provide an introduction to CLTs to City Council and community at public meeting.

Scope of Services to be Performed:

Assist the City of Fort Bragg with evaluation of its business plan and related program planning including identifying and evaluating the CLT model, partnering with the nonprofit thus establishing a safety net for the future, weighing benefits of establishing a CLT, creating a permanent legacy and exploring the impact on the CLT regarding staffing/outourcing land lease administration.

Facilitate discussion on homeownership models to help Staff and City Council members understand the long-term impact of choices in initial project financing and resale formulas. Demonstrate how the resale formula tied to the AMI index works in a CLT unit.

Assist in educating key stakeholders about the land trust/ground lease model and common practices of other Housing Land Trusts.

Part 2: Work directly with the City's Housing & Economic Development Coordinator by providing professional services and technical assistance to develop an organizational strategy and pilot project to be implemented by a municipally-sponsored CLT in the City of Fort Bragg.

- Develop an Organizational Structure for a CLT serving the City of Fort Bragg
- Explore financing strategies
- Develop pilot project for implementation of CLT

Burlington Associates will assist in educating key stakeholders on the land trust/ground lease model and common practices of other Community Land Trusts and will help educate CLT staff and board regarding:

- Subsidy retention, community wealth, personal wealth creation and recruiting & retaining the workforce, as UCs have done by employing the CLT model affecting city and county housing policy to support the CLT's mission.
- Provide Education of appraisers and title companies and lenders on CLT purchase transactions (off site at a date TBA).
- Design a First Time Homeownership Program with an emphasis on stewardship.
- Provide on-going consultation and assistance, to establish 501(c)3 and start up guidance including reviewing business plan, contracts with funders and strategic planning for the first 3 years of implementation of CLT model using the ground lease to ensure permanent affordability of units in program portfolio, unless this has already been completed.

Burlington Associates is excited to have the opportunity to serve to the City of Fort Bragg. The work we have done nationally and internationally translates well into any community that seeks to deliver housing that is safe, healthy and permanently affordable. The Community Land Trust model is effective and it focuses on two things: creating community wealth and creating personal wealth. Community wealth is created by setting aside land/units aside in perpetuity that serves a targeted AMI sale after sale, a one-time public investment to create an affordable unit is designed and in fact is a proven working model, to remain affordable forever and serves as a community asset. Personal wealth is created by allowing persons previously in precarious housing situations to have the opportunity to be in a permanently affordable home, the risk of eviction or high cost that will displace that household is significantly diminished by the implementation of the Community Land Trust model. The security of place is a vehicle to improved quality of life that has a long term impact of the success of a household. The Community Land Trust model centers on stewardship of home and people served: the staff are a resource to identify property, take it through entitlement in partnership with the developer and public partner, qualify households, deliver homebuyer education, secure financing and legal documents, all pre-housing. During the time the family is housed, the staff continue to deliver stewardship maintaining monthly contact, providing a network of support, linking the householders to needed services in the community and when the time comes, to transition from the home to repeat the process with the next household.

A local reference is the work we have done to assist in Sonoma County to establish Housing Land Trust of Sonoma County, which was a client of Burlington Associates in 2003 to establish a program to serve families through the Community Land Trust model. That nonprofit has since created permanently affordable homeownership opportunities for extremely low to moderate income families throughout Sonoma County in partnership with various developers, nonprofits, local cities and the county. All homes are stewarded by the staff and projects managed from concept to delivery of home through sale and resale. To date the organization has served 100 families, 16 resales where the homes have remained affordable to the same income level without additional subsidy, 30 units under construction and 82 in the planning stages and expanding to Napa County.

F. Budget

PART 1: Compensation for professional services provided by Burlington Associates shall be at the rate of two hundred fifty dollars (\$250.00) per hour, with a maximum of this contract time (For ONE YEAR for PART 1 – DATES TO BE DETERMINED) **not to exceed \$40,000**. Travel time is included in the professional hours billed, to a *maximum* of eight (8) hours per day.

PART 2: Compensation for professional services provided by Burlington Associates shall be at the rate of two hundred fifty dollars (\$250.00) per hour, with a maximum of this contract time (For ONE YEAR for PART 2 – DATES TO BE DETERMINED) **not to exceed \$40,000**. Travel time is included in the professional hours billed, to a *maximum* of eight (8) hours per day.

In addition to compensation for professional services, Burlington Associates will be reimbursed by at cost for documented expenses paid by Burlington Associates in carrying out the Scope of Work specified in Part 1 and then Part 2 of the herein, including: copying, postage, food, lodging, plane travel, and ground transportation. It is anticipated that the only expenses will be for on-site visits and will be included in the not to exceed annual contract. Approximate budget for a maximum of 3 site visits will not exceed \$1,500 per year, for Part 1 and for Part 2 respectively. Please see per trip budget for site visit below.

Burlington Associates will submit invoices identifying personnel and the time worked, the general service(s) that were performed, the total compensation being requested for time worked, and the reimbursable expenses that are due.

Anticipated Expenses for up to 3 on site meetings per year:

1. Mileage – as per the IRS rate from Petaluma, CA to Fort Bragg

268 miles Round Trip – 3 times per year at the most.

2. Hotel \$250.000 per night – 3 times per year at most

3. Food \$75 per day – 3 times per year at most

Approximate budget for a **maximum of 3 site visits will not exceed \$1,500 per year**, for Part 1 and for Part 2 respectively.

PER SITE VISIT BUDGET:

Travel	268 Miles RT @ .57 per mile	\$152.76
Lodging	1 night	\$250.00
Food	Per day	\$75.00
Total Expenses	Per Site Visit Total	\$477.76

Job Description of Personnel:

Devika Goetschius

Relationship to Bidder: Partner at Burlington Associates in Community Development, LLP

Job Title: Partner Years: 9

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Burlington Associates
in Community Development
Dev Goetschius, Partner

CITY OF FORT BRAGG

REQUEST FOR PROPOSAL

Feasibility Study and Establishment of a Community Land Trust Serving the City of Fort Bragg

Respectfully Submitted to:

City of Fort Bragg

June Lemos, CMC, City Clerk

July 28, 2020

Page 1 of 5

City of Fort Bragg
June Lemos, CMC, City Clerk
416 North Franklin Street Fort Bragg
CA 95437
jlemos@fortbragg.com

July 28, 2020

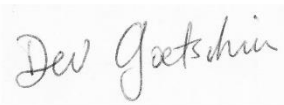
Dear Ms. Lemos,

Thank you for the opportunity to bid on participating to support and deliver the goals related to the Feasibility Study and Establishment of a Community Land Trust Serving the City of Fort Bragg as outlined in the Request for Proposal.

For the last 17 years I have served as the founding Executive Director of Housing Land Trust of Sonoma County, a nonprofit dedicated to creating permanently affordable homeownership opportunities for working families in Sonoma County. My experience and expertise expands into the Bay Area, the State and on the national platform in the area of housing, with a focus on the Community Land Trust Model as a tool to achieve secure, affordable and stable housing in perpetuity.

I am writing to you as a Partner in the national consulting firm Burlington Associates in Community Development, which I joined in 2010. My role as a consultant has been to establish Community Land Trusts in various cities in CA; this work involves designing all aspects of the homeownership program educating stakeholders in the community, from City Council Members to developer partners to local employers to understand the benefit of the model for homeowners and as a community asset.

My best,

A handwritten signature in cursive script that reads "Dev Goetschius". The signature is written in dark ink on a light-colored background.

Devika Goetschius

A. Firm Description

Mission

We are a national consulting cooperative founded in 1993 to support community land trusts (CLTs) and other shared equity homeownership strategies. Operating out of offices in Burlington VT, St. Joseph MN, Boston MA, and Petaluma CA, we specialize in the development and evaluations of public policies and private initiatives that:

- Enhance security of tenure for lower-income households by expanding access to shared equity homeownership;
- Protect the community's investment in affordable housing, transit-oriented development, urban agriculture, and neighborhood commercial districts by preventing the removal of public or private subsidies;
- Ensure the long-term stewardship of housing and other community assets – preserving affordability, promoting

B. Qualifications in Housing and Property Related Services

Burlington Associates in Community Development, LLC is a national consulting cooperative established in 1993. The six partners of Burlington Associates operate out of offices in Burlington VT, Boston MA, St. Joseph MN, and Petaluma CA.

Burlington Associates has worked in a diverse array of inner-city neighborhoods, suburban towns, and rural communities, assisting nonprofit developers of affordable housing, municipal governments, state agencies, and community development financial institutions throughout the USA, Puerto Rico, Canada, Australia, Belgium, and England.

Burlington Associates is the premier provider of technical assistance to **community land trusts** (CLTs) in the United States. Our partners have worked with over 100 CLTs, assisting many in getting started; assisting many others with long-term planning for the stewardship of their portfolios and the sustainability of their operations. The "CLT Resource Center," which Burlington Associates added to its website in 2005, has become the first place to which practitioners and policymakers often turn when seeking training guides, legal documents, program evaluations, policy research, and other technical information about CLTs. Most of these materials can be downloaded free of charge.

B. Relevant Experience

Listed here is a representative sample of clients who have looked to Burlington Associates for technical assistance in:

- Establishing a Community Land Trust to meet the housing need for very low to moderate Income households
- Assessing the feasibility of proposed housing projects and preparing development *pro forma*;
- Negotiating and drafting funding agreements and development agreements;
or
- Educating private lenders, public funders, and property appraisers about various models of resale-restricted, owner-occupied housing.

Athens Land Trust (Athens, GA) Assistance with CLT ground lease development, project financing and permanent mortgage financing for CLT homebuyers.

Central Minnesota Housing Partnership (St. Cloud, MN) Assistance to CMHP and the Central Minnesota Community Land Trust, a CMHP subsidiary, in designing a 30 single-family for-sale homes in an award-winning, mixed-income, Traditional Neighborhood Design community known as “Heritage Greens.”

Greater Iowa City Housing Fellowship (Iowa City, IA) Assistance with educating appraisers about appraisal methodologies for valuing resale-restricted, owner-occupied housing on leased land.

North Missoula CDC (Missoula, MT) Training of new staff in project development fundamentals; assistance with identifying and obtaining appropriate project financing resources; assistance with design and implementation of CLT condominium program.

Sawmill Community Land Trust (Albuquerque, NM) Planning and preparation of development pro formas for the residential and commercial redevelopment of a 27-acre inner-city site previously owned by the City of Albuquerque. [REDACTED] Assistance in developing a marketing plan for the sale of Sawmill’s first resale-restricted, owner-occupied housing.

Thistle Community Housing (Boulder, CO) Assistance in developing a mixed-income 198-unit homeownership project in Longmont, Colorado, divided among two condo associations and a co-housing regime. Assistance resolving ground lease and resale formula issues and negotiating the sale of CLT mortgages to Fannie Mae.

Listed here is a representative sample of clients who have looked to Burlington Associates for assistance in:

- Creating a neighborhood-based, city-wide, or region-wide community land trust; or

- Creating a “central server” or similar regional system to support the development and stewardship of scattered-site resale-restricted, owner-occupied housing.

Atlanta Land Trust Collaborative (Atlanta, GA) Assistance to the Atlanta Beltline Partnership in creating the blueprint for a “central server” that will seed and support neighborhood-based community land trusts along the path of the Atlanta Beltline, currently the largest urban redevelopment project in the United States.

City of Chicago (Chicago, IL) Assistance to the City of Chicago’s Department of Housing in creating a municipally sponsored community land trust to preserve the affordability of publicly assisted, owner-occupied housing.

Community Home Trust (Carrboro, NC) Technical support for the efforts of three town governments and three community development corporations to establish a countywide community land trust, the Orange Community Housing and Land Trust. OCHLT was later renamed the Community Home Trust.

Crescent City Community Land Trust (New Orleans, LA) Assistance to community stakeholders in determining the most effective strategy for implementing a comprehensive community land trust strategy in New Orleans. Assistance in designing and implementing CCCLT ‘central server’ organization with three primary program areas: (1) residential; (2) commercial; and (3) vacant properties – with an overall goal of supporting neighborhood-based CLT stewardship.

Lexington-Fayette Urban County Government (Lexington, KY) Assistance to LFUCG and the Kentucky Transportation Cabinet to develop a community land trust to preserve the newly developed Southend Park Urban Village neighborhood, a mix of 100+ rental and for-sale homes, institutional and commercial properties. This neighborhood is being developed as part of a state-funded highway extension project in Lexington, Kentucky.

Pima County Community Land Trust (Tucson, AZ) Assistance with creation of a community land trust to serve the City of Tucson and Pima County, with a primary focus on preserving the affordability and condition of 70+ homes purchased and rehabbed with NSP funds, while providing assistance and support to the low-income households that own these homes. Assistance from Burlington Associates has included assessing CLT feasibility, developing a business plan, designing programs, and strategic planning.

C. Key Personnel Qualifications

Key Person: Devika Goetschius

Relationship to Bidder: Partner at Burlington Associates in Community Development, LLP

Job Title: Partner Years: 9

The role that Dev Goetschius will play in connection with the core service categories in the bid qualifying for in this RFP is to work directly with the City's Housing & Economic Development Coordinator to deliver the scope of work as described in Section E of this RFP. The CLT is a working model I have studied and implemented to meet the stated objectives. A key component of this model is the partnership with public, private and nonprofit entities to open doors – we combine political will, expertise on the ground and a mission driven organization to deliver services that lessen the burden of government while stewarding community assets for the public benefit and delivering stewardship to the individuals we serve, creating affordable, secure and safe housing. We are addressing the fact that we have a finite resource which is land, we also have finite dollars to invest, the Community Land Trust model takes land off the speculative market and puts it in trust so that it can only be used for housing a targeted population that is underserved and priced out of the private market. In addition to that, the resale formula in the ground lease ensures the home remains as affordable at initial sale as it does at subsequent sales, keeping the home affordable in perpetuity. In homeownership one is stabilized and can build equity that helps one transition into the market place with a nest egg for a down payment, it is an opportunity to create personal wealth for the first time family history, to have an option to pass the home down to one's children, who may also be priced out of the private market. I have experience in working with infill, maximizing underutilized land and working with planners and engineers to envision highest and best use housing in transit corridors, changing density where it will yield more affordable housing on publicly owned sites. Progressive policies and programs are necessary to codify any successful pilot programs we come up with in this process; I have a track record of successful partnership with Sonoma County, the State and with Fannie Mae to bring about policy changes that uses community land trust model for homeownership to keep homes affordable in perpetuity; we have AB 2818 and SB 196 that make the cost of homeownership more affordable by tying the property tax to the affordable sales price. Increasing the housing supply for our underserved population is insured when we preserve and recycle our subsidy with every client served. My role is to put the experience of evaluating if a CLT is a good fit for the housing needs of the City of Fort Bragg and if so, then to establish a working CLT homeownership program implementing the model.

In addition to Dev Goetschius, Partners John Davis and Michael Brown will assist as needed as all Partners collaborate in the firm to bring most knowledge to serve our client and meet the standards of our contract.

Education and relevant experience, certifications, and/or merits:

Devika Goetschius, Partner, Burlington Associates. Experienced developer and operator of nonprofit community organization programs including community land trust and after-school care programs. Executive Director for 28 years and manager of program operations with multiple sites

and economically –diverse clientele. Skilled at government and private grant acquisition and administration, program development, and personnel management. Talented presenter and community outreach representative. Credentialed Teacher of the Handicapped with an emphasis in children with serious emotional disturbance (SED) and learning disabilities. Multilingual, including fluent Spanish.

Boards:

National Community Land Trust Network 2006-2012; founding board member past President 2010-2011

Committee on the Shelterless (COTS) 2005-2012 Vice President & Treasurer

Housing Land Trust of Sonoma County, Founding Executive Director and Board Member 2003-current

CA CLT Network, Founder, Vice President February 2018-2019

CLT Center Advisory Board 2018-current

Gen H, Founding Board Member 2019

John Emmeus Davis, Partner, was one of the founders of Burlington Associates in 1993. He has over 30 years experience providing technical assistance to community land trusts and other nonprofit community development organizations throughout the United States. He previously worked as a community organizer and nonprofit executive director in East Tennessee and served as Housing Director and Enterprise Community Coordinator for the City of Burlington, Vermont. He has taught housing policy and neighborhood planning at New Hampshire College and MIT. He was a co-founder of the National CLT Academy and served from 2009 to 2012 as the Academy's Dean. His publications include *Contested Ground: Collective Action and the Urban Neighborhood*, *The Affordable City: Toward a Third Sector Housing Policy*, *Shared Equity Homeownership: The Changing Landscape of Resale-restricted, Owner-occupied Housing*, and *The Community Land Trust Handbook*.

Michael Brown, Partner, has over 30 years of experience in community development, housing development, advocacy, and organizational development – particularly with community land trusts and other shared-equity strategies. Prior to becoming a Partner in Burlington Associates, he served as the first Executive Director of the Woodland Community Land Trust in Clairfield, Tennessee, one of the first CLTs operating in the United States, the Associate Director of the Institute for Community Economics and the founding Executive Director of the Housing Coalition in St. Cloud, Minnesota. In the past 15 years, he has logged lots of miles on the road, providing on-site technical assistance to establish and build the capacity of new and existing CLTs – services ranging from feasibility analysis and business planning to program implementation and evaluation – and to build support for CLTs from the public and private sectors.

D. References

Duane Bay, Executive Director

EPA CAN DO

dbay@epacando.org

(650) 804-0932

Former Executive Director of San Mateo County Department of Housing and Housing Authority as Burlington Associate client & current client.

Matthew Grundy, CEO

Habitat for Humanity Greater Fresno Area

Founding Director Central California Land Trust

(559)761-0825

matthew@habitatfresno.org

Founded the CLT in Fresno to partner with the City of Fresno, current client.

Tim Gallagher, President

Homes for Generations of Ventura County

(805)276-2110

time@the2020network.com

Recently established a CLT in Ventura County to partner with the City to meet the affordable housing goals, keeping homes affordable in perpetuity, current client.

Additional references available upon request.

E. Scope of Work

Part 1: Burlington Associates shall provide technical advice and assistance to the City of Fort Bragg in developing a replicable framework for implementation of the Community Land Trust program. Specific tasks include those listed below and with additional tasks as mutually agreed upon on an ongoing basis. Burlington Associates will work directly with the City's Housing & Economic Development Coordinator by providing professional services and technical assistance to assess the feasibility of establishing and operating a municipally-sponsored CLT serving the City of Fort Bragg. Burlington Associates shall deliver the following:

- Determine short- and mid-term goals and develop a work plan.
- Develop recommendations for an organizational model for the City of Fort Bragg.
- Provide an introduction to CLTs to City Council and community at public meeting.

Scope of Services to be Performed:

Assist the City of Fort Bragg with evaluation of its business plan and related program planning including identifying and evaluating the CLT model, partnering with the nonprofit thus establishing a safety net for the future, weighing benefits of establishing a CLT, creating a permanent legacy and exploring the impact on the CLT regarding staffing/outourcing land lease administration.

Facilitate discussion on homeownership models to help Staff and City Council members understand the long-term impact of choices in initial project financing and resale formulas. Demonstrate how the resale formula tied to the AMI index works in a CLT unit.

Assist in educating key stakeholders about the land trust/ground lease model and common practices of other Housing Land Trusts.

Part 2: Work directly with the City's Housing & Economic Development Coordinator by providing professional services and technical assistance to develop an organizational strategy and pilot project to be implemented by a municipally-sponsored CLT in the City of Fort Bragg.

- Develop an Organizational Structure for a CLT serving the City of Fort Bragg
- Explore financing strategies
- Develop pilot project for implementation of CLT

Burlington Associates will assist in educating key stakeholders on the land trust/ground lease model and common practices of other Community Land Trusts and will help educate CLT staff and board regarding:

- Subsidy retention, community wealth, personal wealth creation and recruiting & retaining the workforce, as UCs have done by employing the CLT model affecting city and county housing policy to support the CLT's mission.
- Provide Education of appraisers and title companies and lenders on CLT purchase transactions (off site at a date TBA).
- Design a First Time Homeownership Program with an emphasis on stewardship.
- Provide on-going consultation and assistance, to establish 501(c)3 and start up guidance including reviewing business plan, contracts with funders and strategic planning for the first 3 years of implementation of CLT model using the ground lease to ensure permanent affordability of units in program portfolio, unless this has already been completed.

Burlington Associates is excited to have the opportunity to serve to the City of Fort Bragg. The work we have done nationally and internationally translates well into any community that seeks to deliver housing that is safe, healthy and permanently affordable. The Community Land Trust model is effective and it focuses on two things: creating community wealth and creating personal wealth. Community wealth is created by setting aside land/units aside in perpetuity that serves a targeted AMI sale after sale, a one-time public investment to create an affordable unit is designed and in fact is a proven working model, to remain affordable forever and serves as a community asset. Personal wealth is created by allowing persons previously in precarious housing situations to have the opportunity to be in a permanently affordable home, the risk of eviction or high cost that will displace that household is significantly diminished by the implementation of the Community Land Trust model. The security of place is a vehicle to improved quality of life that has a long term impact of the success of a household. The Community Land Trust model centers on stewardship of home and people served: the staff are a resource to identify property, take it through entitlement in partnership with the developer and public partner, qualify households, deliver homebuyer education, secure financing and legal documents, all pre-housing. During the time the family is housed, the staff continue to deliver stewardship maintaining monthly contact, providing a network of support, linking the householders to needed services in the community and when the time comes, to transition from the home to repeat the process with the next household.

A local reference is the work we have done to assist in Sonoma County to establish Housing Land Trust of Sonoma County, which was a client of Burlington Associates in 2003 to establish a program to serve families through the Community Land Trust model. That nonprofit has since created permanently affordable homeownership opportunities for extremely low to moderate income families throughout Sonoma County in partnership with various developers, nonprofits, local cities and the county. All homes are stewarded by the staff and projects managed from concept to delivery of home through sale and resale. To date the organization has served 100 families, 16 resales where the homes have remained affordable to the same income level without additional subsidy, 30 units under construction and 82 in the planning stages and expanding to Napa County.

F. Budget

PART 1: Compensation for professional services provided by Burlington Associates shall be at the rate of two hundred fifty dollars (\$250.00) per hour, with a maximum of this contract time (For ONE YEAR for PART 1 – DATES TO BE DETERMINED) **not to exceed \$40,000**. Travel time is included in the professional hours billed, to a *maximum* of eight (8) hours per day.

PART 2: Compensation for professional services provided by Burlington Associates shall be at the rate of two hundred fifty dollars (\$250.00) per hour, with a maximum of this contract time (For ONE YEAR for PART 2 – DATES TO BE DETERMINED) **not to exceed \$40,000**. Travel time is included in the professional hours billed, to a *maximum* of eight (8) hours per day.

In addition to compensation for professional services, Burlington Associates will be reimbursed by at cost for documented expenses paid by Burlington Associates in carrying out the Scope of Work specified in Part 1 and then Part 2 of the herein, including: copying, postage, food, lodging, plane travel, and ground transportation. It is anticipated that the only expenses will be for on-site visits and will be included in the not to exceed annual contract. Approximate budget for a maximum of 3 site visits will not exceed \$1,500 per year, for Part 1 and for Part 2 respectively. Please see per trip budget for site visit below.

Burlington Associates will submit invoices identifying personnel and the time worked, the general service(s) that were performed, the total compensation being requested for time worked, and the reimbursable expenses that are due.

Anticipated Expenses for up to 3 on site meetings per year:

1. Mileage – as per the IRS rate from Petaluma, CA to Fort Bragg

268 miles Round Trip – 3 times per year at the most.

2. Hotel \$250.000 per night – 3 times per year at most

3. Food \$75 per day – 3 times per year at most

Approximate budget for a **maximum of 3 site visits will not exceed \$1,500 per year**, for Part 1 and for Part 2 respectively.

PER SITE VISIT BUDGET:

Travel	268 Miles RT @ .57 per mile	\$152.76
Lodging	1 night	\$250.00
Food	Per day	\$75.00
Total Expenses	Per Site Visit Total	\$477.76

Job Description of Personnel:

Devika Goetschius

Relationship to Bidder: Partner at Burlington Associates in Community Development, LLP

Job Title: Partner Years: 9

The role that Dev Goetschius will play in connection with the core service categories in the bid qualifying for in this RFP is to work directly with the City's Housing & Economic Development Coordinator to deliver the scope of work as described in Section E of this RFP. The CLT is a working model I have studied and implemented to meet the stated objectives. A key component of this model is the partnership with public, private and nonprofit entities to open doors – we combine political will, expertise on the ground and a mission driven organization to deliver services that lessen the burden of government while stewarding community assets for the public benefit and delivering stewardship to the individuals we serve, creating affordable, secure and safe housing. We are addressing the fact that we have a finite resource which is land, we also have finite dollars to invest, the Community Land Trust model takes land off the speculative market and puts it in trust so that it can only be used for housing a targeted population that is underserved and priced out of the private market. In addition to that, the resale formula in the ground lease ensures the home remains as affordable at initial sale as it does at subsequent sales, keeping the home affordable in perpetuity. In homeownership one is stabilized and can build equity that helps one transition into the market place with a nest egg for a down payment, it is an opportunity to create personal wealth for the first time family history, to have an option to pass the home down to one's children, who may also be priced out of the private market. I have experience in working with infill, maximizing underutilized land and working with planners and engineers to envision highest and best use housing in transit corridors, changing density where it will yield more affordable housing on publicly owned sites. Progressive policies and programs are necessary to codify any successful pilot programs we come up with in this process; I have a track record of successful partnership with Sonoma County, the State and with Fannie Mae to bring about policy changes that uses community land trust model for homeownership to keep homes affordable in perpetuity; we have AB 2818 and SB 196 that make the cost of homeownership more affordable by tying the property tax to the affordable sales price. Increasing the housing supply for our underserved population is insured when we preserve and recycle our subsidy with every client served. My role is to put the experience of evaluating if a CLT is a good fit for the housing needs of the City of Fort Bragg and if so, then to establish a working homeownership program implementing the model.

In addition to Dev Goetschius, Partners John Davis and Michael Brown will assist as needed as all Partners collaborate in the firm to bring most knowledge to serve our client and meet the standards of our contract.

G. Work Schedule

Work Schedule:

Part 1

Start in August or September 2020, complete Part 1 Scope of Work by September 30, 2021.

Part 2

Start on October 1, 2021, complete Part 2 Scope of Work by September 30, 2022. The pilot program will be designed, the implementation and establishment of the CLT will be dependent on the outcome of Part 1 Scope of Work and the resources available to acquire land and fund a program in Part 2.

H. Insurance

Burlington Associates shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance Page 3 of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein.

Burlington Associates requests for reduction in the insurance: The contract requires a Workers Compensation policy which Burlington Associates does not have as we do not have any employees. For the Professional Liability/E&O policy the limits are \$1,000,000 per each claim and \$1,000,000 aggregate limit. The contract requires \$2,000,000/\$2,000,000. Please let us know if these limits would be acceptable.

The RFP indicates that the cost of such insurance shall be included in the consultant's proposal. Burlington Associates pays approximately \$4,000 per year for Professional Liability. The insurance covers all of the Partners.

I. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A of the RFP. Burlington Associates has reviewed the provisions of the City's standard consulting services agreement. We have a request for amendments around the Insurance Section that we addressed in the Insurance section of this Proposal under Section H, above.

From: noreply@granicusideas.com
To: [Lemos, June](#)
Subject: New eComment for Special City Council Meeting - Via Video Conference
Date: Monday, August 31, 2020 12:08:20 PM

[SpeakUp](#)

New eComment for Special City Council Meeting - Via Video Conference

Mendocino Action Council for Accountable Government Organizations submitted a new eComment.

Meeting: Special City Council Meeting - Via Video Conference

Item: 2B. 20-838 Adopt Resolution Approving Professional Services Agreement with Burlington Associates in Community Development, LLC to Assess Feasibility of Establishing a Community Land Trust and Authorizing City Manager to Execute Same (Amount Not to Exceed \$40,000.00, Account No. 329-4873-0755)

eComment: Why spend \$40K at \$250/hour of our \$160K grant on an outside consultant for yet another feasibility study we might not use when the proposal notes many resources can be downloaded for free from their CLT Resource Center? We could have staff use those free resources and modify them for local use. We could also jump to Stage II and use the grant funding to create a CLT. We already know CLTs are feasible because they are in use by other jurisdictions! What do we gain from another feasibility study?

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings



City of Fort Bragg

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

Text File

File Number: 20-835

Agenda Date: 8/31/2020

Version: 1

Status: Filed

In Control: Special City Council

File Type: Minutes

Agenda Number: 2C.

Approve Minutes of Special Meeting of August 13, 2020



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Thursday, August 13, 2020

6:00 PM

Via Video Conference

Special Meeting

CALL TO ORDER

Mayor Lee called the meeting to order at 6:00 PM, all Councilmembers appearing via video conference.

ROLL CALL

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

1. PUBLIC COMMENT ON CONSENT CALENDAR ITEMS

None.

2. CONSENT CALENDAR

Approval of the Consent Calendar

A motion was made by Vice Mayor Norvell, seconded by Councilmember Peters, to approve the Consent Calendar. The motion carried by the following vote:

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

2A. [20-833](#) Approve City Council Letter of Neutrality Regarding the Local Microgrid Project

This Council Letter was approved on the Consent Calendar.

2B. [20-834](#) Approve Minutes of August 10, 2020

These Minutes were approved on the Consent Calendar.

3. CONDUCT OF BUSINESS

3A. [20-828](#) Receive Report and Consider Adoption of City Council Resolutions Providing for Appointments to the Offices of the City of Fort Bragg that Were to Be Elected on Tuesday, November 3, 2020

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

split Item 3A into two separate agenda items, one regarding the resolution appointing William V. Lee, and one for the resolution appointing Bernie Norvell. The motion carried by the following vote:

Aye: Councilmembers Albin-Smith, Morsell-Haye, Peters, and Mayor Lee.

Abstain: Vice Mayor Norvell

Vice Mayor Norvell recused himself from this matter, citing a conflict of interest, and left the meeting at 6:24 PM.

City Clerk Lemos presented the staff report on this agenda item. City Attorney Collins responded to questions from Councilmembers regarding appointing candidates to Council in the event the number of nominees does not exceed the number of available seats.

Public Comment: The City Clerk read public comments from Steve Orsi and Paul McCarthy into the record.

Discussion: A discussion was held regarding appointing Councilmember Norvell to a new four-year term.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Morsell-Haye, that this Resolution [RES 4299-2020] be adopted. The motion carried by the following vote:

Aye: 4 - Mayor Lee, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Recuse: 1 - Vice Mayor Norvell

Enactment No: RES 4298-2020 / RES 4299-2020

Vice Mayor Norvell rejoined the meeting at 6:43 PM. Mayor Lee recused himself from this agenda item, citing a conflict of interest, and left the meeting at 6:44 PM.

A discussion was held regarding appointing William V. Lee to a new four-year term.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Morsell-Haye, that this Resolution [RES 4298-2020] be adopted. The motion carried by the following vote:

Aye: 4 - Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Recuse: 1 - Mayor Lee

Enactment No: RES 4298-2020 / RES 4299-2020

ADJOURNMENT

Mayor Lee rejoined the meeting at 6:56 PM.

Mayor Lee adjourned the meeting at 6:57 PM.

WILLIAM V. LEE, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 20-837

Agenda Date: 8/31/2020

Version: 1

Status: Passed

In Control: Special City Council

File Type: Resolution

Agenda Number: 3A.

Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Emergency and Implementing Stage 2 Water Conservation Measures



AGENCY: City Council
MEETING DATE: August 31, 2020
DEPARTMENT: City Manager/Public Works
PRESENTED BY: T. Miller/J. Smith
EMAIL ADDRESS: tmiller@fortbragg.com
Jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Emergency and Implementing Stage 2 Water Conservation Measures

ISSUE:

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

Mendocino County is currently experiencing a severe drought, providing a strain on our water sources. Flows in the Noyo River have declined more quickly than staff has seen in previous years. The City is currently unable to maintain a 10% buffer between its ability to replenish water in its storage tanks and the total daily demand for water. Staff recommends declaring a Stage 2 water emergency and implementing Stage 2 water conservation measures immediately.

ANALYSIS:

Fort Bragg Municipal Code Chapter 14.06, Water Conservation, section 14.06.020 was most recently updated on January 25, 2016 and sets forth the three independent triggers that measure the City's ability to replenish water storage and declaration of a water emergency. The City has met the first of those requirements, in that we are unable to maintain a 10% buffer in replenishing water storage and total daily water demand.

The City of Fort Bragg's water supply system relies solely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (diversion at Madsen Hole). In 2015 the City's water supply system could only store small amounts of water that provided enough to maintain proper water system pressure and to provide a safety margin for fire-fighting flows. Five years later, the City has made great progress with water storage by including an additional 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons. This brings our total water storage capacity to 22.6 million gallons.

Current water production from the three City sources is:

Waterfall Gulch, 140 gallons per minute (gpm)
Newman Gulch, 151 gpm
Noyo River pumping, 300-400 gpm, on average (as needed)

During the winter and spring, pumping of the Noyo River is used only to supplement the Waterfall Gulch and Newman Gulch sources. The two tributary sources generally provide a

higher quality of raw water and they gravity-feed to the water treatment plant, whereas water from the City's Noyo River diversion must be pumped. As summer progresses and the flows in the tributary streams diminish, the Noyo River diversion is used more frequently and in greater quantities.

Currently the Noyo River is flowing at 0.90 cubic feet per second (cfs). This flow level has dropped below the 2015 low flows and has surpassed 1977 flows. Staff has not experienced flows as low as these. With this in mind, we expect flows to continue to decrease through September and into October. Our average water demand is 838,000 gallons per day. Currently sources are providing 758,000 gallons per day.

While we've made major water storage improvements, we are now in uncharted territory. It is anticipated that the most challenging period for meeting water demand will extend from now through mid-October. Once again, the Fort Bragg community is being asked to come together and see us through a difficult period of limited water availability. Staff will continue to monitor water usage and the City's ability to continue to replenish water storage.

RECOMMENDED ACTION:

Adopt Resolution declaring a Stage 2 water emergency and implementation of Stage 2 water conservation measures which target a 20% decrease in water usage from the same time in the base year.

ALTERNATIVE ACTION(S):

1. Do not adopt Resolution.
2. Provide alternative direction to staff.

FISCAL IMPACT:

Reduced water usage will impact Water Fund revenues during the time frame customers practice water conservation, however, the water fund's reserves and fund balance can absorb the loss.

GREENHOUSE GAS EMISSIONS IMPACT:

Reduced water usage will have an incremental reduction in pumping and water treatment, which will result in a small decrease in the use of electricity and resulting greenhouse gas emissions.

CONSISTENCY:

N/A

IMPLEMENTATION/TIMEFRAMES:

Compliance with a Stage 2 water emergency would be immediate and if implemented, water usage could be reduced immediately.

ATTACHMENTS:

1. Resolution
2. Water Flow Graphs

NOTIFICATION:
N/A.

RESOLUTION NO. ____-2020

RESOLUTION OF THE FORT BRAGG CITY COUNCIL DECLARING A STAGE 2 WATER EMERGENCY AND IMPLEMENTING STAGE 2 WATER CONSERVATION MEASURES

WHEREAS, the City of Fort Bragg has experienced significantly less rainfall in the last twelve months than would be considered normal; and

WHEREAS, the water flow in the Noyo River has declined more quickly this summer than in prior years and is currently at 0.90 cubic feet per second (cfs); and

WHEREAS, historically, in the months of August, September and October, the Noyo River experiences King Tides, where the gravitational pull between the sun and the moon increase tide levels to a foot or two higher than high tide levels. High tides such as the King Tides during periods of low flow levels on the Noyo River increase salinity content and shorten pump run times, impairing the City's ability to replenish water supply from the Noyo River; and

WHEREAS, the weather forecasts continue to show no significant rainfall in the area in the coming weeks; and

WHEREAS, the City's water supply and ability to replenish its supply have dropped to the levels established in Fort Bragg Municipal Code section 14.06.020 which requires that the City declare a water emergency; and

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

1. Fort Bragg Municipal Code section 14.06.020 mandates that the City declare a water emergency when one or more of four conditions are met.
2. The first of those conditions is that the City is unable to maintain a ten percent (10%) buffer between its ability to replenish water in its storage tanks and the total daily demand for water.
3. As set forth in Exhibit A, attached hereto and incorporated herein, on August 12, 2020, total daily demand for water exceeded the City's three raw water sources (Noyo River, Newman Gulch and Waterfall Gulch) by eleven percent (11%) and the seven-day average dropped to an eight percent (8%) buffer between the City's ability to replenish water in its storage tanks and the total daily demand for water.
4. Since August 12, 2020, water available from the Noyo River (set forth in Exhibit A) has continued to drop and the City has been unable to maintain a ten percent (10%) buffer between its ability to replenish water in its storage tanks and the total daily demand for water.
5. As of August 26, 2020, the seven-day average of total city water demand versus the City's available sources was a deficit of twenty-one percent (21%).
6. Implementation of the Stage 2 water conservation measures set forth in Fort Bragg Municipal Code section 14.06.020 are essential at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby declare a Stage 2 Water Emergency pursuant to Chapter 14.06 of the Fort Bragg Municipal Code and requires implementation of Stage 2 Water Conservation Measures, as set forth in Fort Bragg Municipal Code section 14.06.050 B.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 31st day of August, 2020, by the following vote:

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

**WILLIAM V. LEE
Mayor**

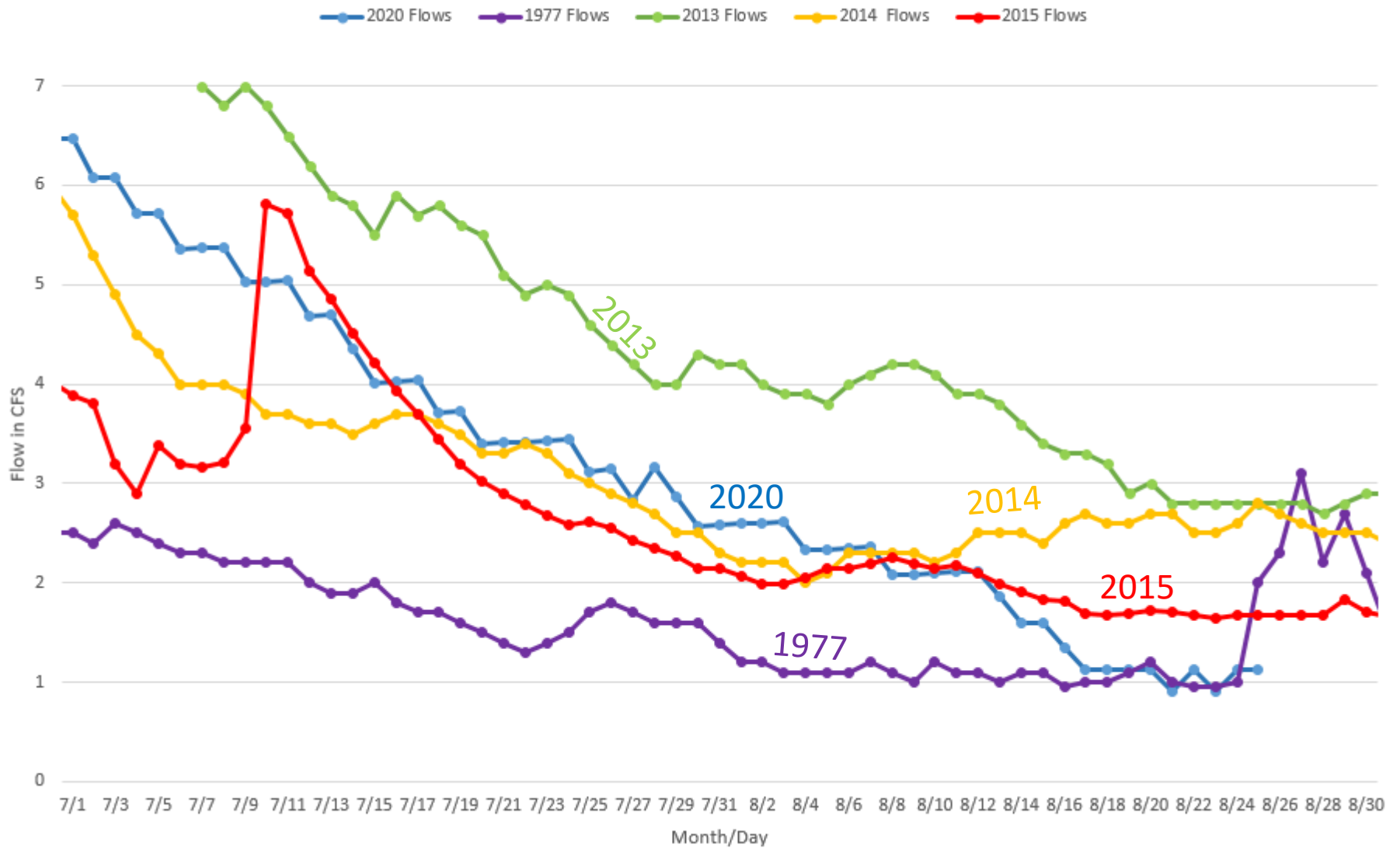
ATTEST:

June Lemos, CMC City Clerk

Exhibit A
City of Fort Bragg, California
Daily Water Supply Data
August, 2020

Aug-20	Available From Noyo	Raw Water coming from Newman and Waterfall	Total Raw Water Available Without SLR	Water Plant Influent	% Difference Between Source and Water plant Influent with 10% Buffer Requirement	Seven Day Average
1	0.854	0.361	1.216	0.8383	21%	43%
2	0.854	0.367	1.221	0.8773	18%	43%
3	0.854	0.364	1.219	0.9572	11%	39%
4	0.753	0.363	1.116	0.8701	12%	36%
5	0.753	0.364	1.117	0.8283	16%	34%
6	0.651	0.369	1.020	0.8823	3%	32%
7	0.753	0.366	1.118	0.8033	18%	14%
8	0.651	0.369	1.020	0.8084	11%	13%
9	0.651	0.369	1.020	0.7878	13%	12%
10	0.651	0.369	1.020	0.8697	5%	11%
11	0.651	0.363	1.014	0.7612	15%	12%
12	0.553	0.364	0.918	0.9302	-11%	8%
13	0.553	0.340	0.893	0.7361	8%	8%
14	0.463	0.376	0.839	0.844	-11%	4%
15	0.463	0.364	0.827	0.9088	-20%	0%
16	0.380	0.364	0.744	0.7208	-7%	-3%
17	0.301	0.364	0.665	0.9466	-52%	-11%
18	0.421	0.367	0.789	0.6849	3%	-13%
19	0.421	0.367	0.789	0.9122	-26%	-15%
20	0.421	0.372	0.793	1.0224	-39%	-22%
21	0.421	0.369	0.790	0.7441	-4%	-21%
22	0.421	0.369	0.790	0.6966	2%	-18%
23	0.339	0.367	0.706	0.8329	-28%	-21%
24	0.339	0.372	0.710	0.8771	-33%	-18%
25	0.339	0.389	0.727	0.9451	-40%	-24%
26	0.421	0.399	0.820	0.7633	-3%	-21%
27	0.000	0	0.000	0	#DIV/0!	
28	0.000	0	0.000	0	#DIV/0!	
29	0.000	0	0.000	0	#DIV/0!	
30	0.000	0	0.000	0	#DIV/0!	
31	0.000	0	0.000	0	#DIV/0!	

Noyo Flows



From: noreply@granicusideas.com
To: [Lemos, June](#)
Subject: New eComment for Special City Council Meeting - Via Video Conference
Date: Monday, August 31, 2020 12:35:47 PM

[SpeakUp](#)

New eComment for Special City Council Meeting - Via Video Conference

Jacob Patterson submitted a new eComment.

Meeting: Special City Council Meeting - Via Video Conference

Item: 3A. 20-837 Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Emergency and Implementing Stage 2 Water Conservation Measures

eComment: Our water supply is in jeopardy because of the increasingly dire consequences of climate change. If reduced flows due to drought are bad, wait until we really start feeling the effects of sea-level rise, which will create the equivalent of King Tide water levels on a more frequent basis thus prevent pumping water from the Noyo River, which provides 50% of our water supply. How can we have ample water supply to support new development if we need to conserve to keep it flowing for existing uses?!

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