



P.O. Box 532
Fort Bragg, CA 95437
707409-0760
info@mcrpd.us

REGULAR BOARD OF DIRECTORS MEETING
Mendocino Coast Recreation and Park District
District Office
401 North Harbor Dr
Fort Bragg, CA 95437
Wednesday, May 15th, 2024
5:30 P.M.

AGENDA AMENDED

1.0 CALL TO ORDER

Call to order and roll call

2.0 APPROVAL AND ADOPTION OF AGENDA

Items to be removed from or changes to the agenda should be done at this time

3.0 PUBLIC PARTICIPATION, NON-AGENDA ITEMS

A maximum of 3 minutes is reserved for members of the public to address the Board on items not listed on the agenda and the total time for public input on a particular issue is limited to 20 minutes (Government Code 54954.3). The Board is prohibited from discussing or acting on matters not on the agenda but may briefly respond or ask a question for clarification (Government Code 54954.2).

4.0 STAFF REPORTS:

- 4.1 District Manager Report Kylie Felicich
- 4.2 District Recreation Supervisor Report Jennifer Saunders
- 4.3 District Recreation Coordinator Nizz Badgett

5.0 OTHER REPORTS:

- 5.1 Friends of MCRPD
- 5.2 South Coast
- 5.3 Mendocino Coast Botanical Gardens
- 5.4 Personnel Committee
- 5.5 District Services Committee
- 5.6 Finance Committee
- 5.7 Board of Directors

Each DISCUSSION/ACTION item consists of the following steps to be carried out by the Board Chair in the subsequent order. 1) Announces agenda item by number and states the subject. 2) Staff and advisory committee reports. 3) Receive Board questions and requests for clarification 3) Receive public comments. 4) Motion and second from the Board. 5) Moderates a discussion of the item until a final motion is ready for a vote or other disposition

6.0 DISCUSSION / ACTION

- 6.1 Recommendation for legal services firm – Shute Mihaly & Weinberger LLP
- 6.2 MOU Fort Bragg Unified - Joint Use Agreement
- 6.3 Umpqua Bank- open checking account for credit card deposit and signer designation
- 6.4 Review prospective lease for 579 S Franklin St. Fort Bragg, CA 95437
- 6.5 Per Capita Grant Update

7.0 CONSENT CALENDAR

All items under the consent calendar will be acted upon in one motion unless a board member requests that an individual item be taken up under DISCUSSION/ACTION

- 7.1 Approval of minutes for Regular Board Meeting Minutes 04/17/24

8.0 ADJOURNMENT

Next MCRPD Regular Board of Directors Meeting will be held on June 19th, 2024, at 5:30 P.M. Manchester School 19550 S. Highway 1, Manchester CA 95459

NOTICE TO THE PUBLIC

All disabled persons requesting disability related modifications for accommodations including auxiliary aids or service may make such a request to ensure full participation in a MCRPD public meeting. Such a request should be made to Kylie Felicich, District Manager, MCRPD, 401 North Harbor Drive, Fort Bragg, CA 95437 707-409-2760

PLEASE NOTE: District agendas are posted at least 72 hours in advance of Regular Board of Director's meetings at the District Office, 401 North Harbor Drive Fort Bragg, CA 95437 and at mendocoastrec.org. District agendas are emailed to individuals upon request at least 72 hours in advance of regular meetings.

May 2024

District Manager Report

MCRPD is a Special District that runs Park and Recreation. Being a Special District is the front and center of our identity. This is a vital distinction which will build a stronger platform from which we can create and run the best Park and Rec. the Coast has ever seen.

The 2022/2023 financial Audit kicked off on May 6 with JJACPA. The audit will be completed this month, and we plan to have the CPA at our June or July board meeting. The audit is going smoothly, and we expect positive results. Once complete, this audit will allow us to move forward with new grant applications. There are some issues with CFO Services, and we are looking at making changes in this department. Rick Wood is working with Jamie and I on the 2024/2025 budget. We are also working on a "True Up" for the conclusion of the 2023/2024 budget.

The District Services Grant has been met with much community enthusiasm. We have more than ten applicants for this grant. The applications have been dynamic and interesting to read. Staff will be meeting to review all the applications and come to the Board next month with recommendations. This Grant is an important component to MCRPD and many non-profits in the community.

The Sea Ranch swim registration opened on May 3. We had some technology issues (WIFI and phone lines went down) but we were able to quickly resolve the issues and get families signed up. We have a large waiting list, and our hope is to do subsequent lessons after the June dates to accommodate all the families. The Second Grade Swim Program concluded on May 2. This was a very successful program, especially for the kids from Point Arena. We are already planning the next schedule and Aquathon. We hope to incorporate Manchester School in the 2024/2025 school year.

The South Coast is full of opportunity and budding programs. The latest is with Manchester School called "Kids Run the Coast". This is a running club, and it is very promising. We plan to emulate this program in the Fort Bragg area, too. T-Shirts are in the works. With the upcoming August departure of our South Coast employee, Nizz, we have an open job requisition with some promising applicants. I continue to go to the South Coast at least once a month. It is always fun to meet new people and plan new programs.

This season of Gymnastics will conclude in June. There will be a short session this summer and then we will resume in August. The success of this program is incredible. We have a list of new equipment that will be in the new budget. We still hope to find a bigger space.

Jennifer Saunders

05/15/2024

May 2024 MCRPD Board Report:

In this last month there have been many new developments at MCRPD which are growing MCRPD in such positive directions. We are connecting community through activities which is our highest goal.

Here are so new developments that I have been a part of:

- Development of martial arts program-we have possibly found a successful spot for Jiu-Jitsu to happen here in Fort Bragg. I have been able to help connect instructors and coordinate this program with Jamie and Kylie. I have been able to develop the information, poster designs, and social media work to make this program start with success.
- In my exploration of more programs, I researched pickleball here in our town. I went to a small clinic and met others in the community about pickleball and gained a real sense of high interest in the sport, not to mention I met the pickleball guru instructor with an amazing background in a variety of sports! I built a relationship with her and we met last week and began developing pickleball program ideas with kids starting with a clinic to be held in June! I am confident that this program will lead to other great programs like ping-pong and badminton!
- Kylie and I were a huge part of the 2nd grade swim lessons of the Point Arena kids who travelled to Fort Bragg from Monday-Thursday! I can safely say that the kids progressed and learned about safety features of swimming along with getting better at their own techniques. It was a delight working with Bob Rodriguez, Kathy Martin and Tessie Branscomb! The teachers and parents were so appreciative and thankful, and it was clear that these kids benefitted from the program and that it opened their eyes to possibilities and a sense of an important skill for a lifetime.
- Along with the new place on Franklin St for the martial arts, we are also in development of getting Zumba dance instructors to potentially run classes in the building as well. We are hoping that our new studio will lead us to new and exciting classes in the very near future.
- MCRPD Coed Softball is running smoothly, and the teams are satisfied. To see the standings, you can go to Bracket Team app to see results. It has been excellent having this app within our programs. I have done diligent research in using this app to help our programs run more efficiently.

- MCRPD Men's Softball League is up and running and teams are being formed. Sponsorships are coming in and it looks like this program will also be quite successful.
- Hoopstars ended with a great last day where the kids all received small gold medals for their hard work and dedication. So many of the parents connected with me about how well the program was run and how much they enjoyed the coaching that we provided.
- I have been busy in the MCRPD "design lab" getting gymnastics t-shirts with special logos in production. We also have special "Neon Nights" at Skate night planned of which I also designed posters for in the "lab".

Nizzar Badgett-MCRPD Recreation Coordinator

May 2024 Board Report

5/8/2024

- This month has been very exciting and rewarding for me as I am proud to announce that indoor soccer/futsal has been a big hit for the community. We have had growing numbers for every session and word is spreading through the community. We had about 20 people show up for the last session which was amazing. I am continuing to post content and advertise the program on social media and have been getting lots of positive feedback. I had one participant come up to me and tell me that he has wanted to play indoor soccer for a long time and was very happy that we were doing this !
- I have officially gone live with the Hoopstars basketball program sign-ups. I am still searching for local volunteer coaches and am waiting on a few responses. I am planning on making a trip soon with Sal Martinez who will be assisting me to get him live scanned as soon as possible so we are all set. In regard to advertising the program I have sent the information to the Manchester School and Point Arena Elementary.
- Additionally, I have been posting flyers locally for the sea ranch swim lessons as well as posted on social media to make the community aware. Continuing on the topic of the Sea Ranch swim lessons I have cleared my work schedule to be able to assist for the whole 2 weeks of the program.



SHUTE
MIHALY &
WEINBERGER
LLP

PROPOSAL

Mendocino Coast Recreation
& Park District – Legal
Services

March 28, 2024

Osa Wolff

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Phone: (415) 552-7272 x233
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March 28, 2024

Via E-mail

Kylie Felicich, District Manager

kfelicich@mcrpd.us

Mendocino Coast Recreation and Park District

Re: MCRPD Legal Services Proposal - Response to Request for Proposals

Dear Ms. Felicich,

We are pleased to submit Shute, Mihaly & Weinberger LLP's (SMW) proposal for Legal Counsel Services for the Mendocino Coast Recreation and Park District (MCRPD or District). SMW is ideally suited to serve as Legal Counsel for MCRPD. Since the Firm's founding in 1980, we have represented public and non-profit clients on virtually all areas of municipal and public agency law. We bring unparalleled public agency expertise to the table, and we propose to do so at affordable rates.

SMW currently represents several park and recreation districts, serving as general counsel to the Highlands Recreation District, the Ladera Recreation District, and the Pleasant Hill Recreation and Park District. We also serve as outside counsel to other park and recreation districts.

SMW represents public and non-profit clients on governance, regulatory, environmental law, and land use issues. SMW's more than 40 lawyers and two urban planners have considerable experience with the issues the District confronts daily. We provide advice, requested research, and written documents on time and in a budget-conscious way. We enjoy working with our clients, and structure our representation to meet client needs and desires.

Under this proposal, SMW partner Osa Wolff (State Bar Number 193543) would serve as the lead counsel on District matters. Osa joined Shute, Mihaly & Weinberger in 1998 and is a partner with the firm. Osa has served as City Attorney of Orinda since 2006, represented the Pleasant Hill Recreation and Park District since 2017, and represented the Highlands Recreation District since 2022. Through this and other work, she has gained substantial experience on issues relevant to MCRPD. Osa embraces the recent technological advances that would enable SMW to represent a special district on the Mendocino Coast.

Other members of the Firm would lend their expertise to special projects and assist in litigation if the need arises. SMW prides itself on providing its clients with a “deep bench” of experienced and responsive attorneys available as needed. You can see the profiles for all our attorneys and planners on our website (www.smwlaw.com).

SMW will provide prompt responses to day-to-day legal issues that arise in the course of MCRPD’s business; stay on or below budget by carefully avoiding overstaffing and duplicative work, and adjusting work assignments to take advantage of attorneys with lower billing rates whenever possible; and utilize the fact that we represent, as general or special counsel, many public agencies and can spread the cost of preparing legislative and other reports over many clients. In other words, we will not be “reinventing the wheel”— and we can thus provide services efficiently and cost-effectively.

This proposal provides an overview of the Firm, summarizes the relevant experience of our attorneys, and offers our proposed rates, references, and other requested information. We will of course be happy to work with you to further tailor our proposal to meet MCRPD’s needs. The enclosed proposal and fee schedule are valid for 180 days from the date of this letter. We would find it particularly rewarding to work with MCRPD as it implements its strategic goals and carries out its important mission.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Osa Wolff

PROPOSAL FOR LEGAL COUNSEL SERVICES

B1: LICENSE TO PRACTICE IN CALIFORNIA

SMW and all key professional staff that will be working on matters for the District are properly licensed to practice law in California.

B2: INDEPENDENCE

SMW is independent of the Mendocino Coast Recreation and Park District as defined by law, and has had no professional relationships involving the District in the past five years.

B3: INSURANCE REQUIREMENTS

SMW's existing insurance coverage meets or exceeds that required by the District, with the exception of our coverage for loss of customer data and or data breach, which is currently in process. A copy of our Certificate of Liability Insurance is found below at Attachment 1. A copy of our certificate for the pending coverage will be provided when complete.

B4: FIRM QUALIFICATION AND EXPERIENCE

SMW partner Osa Wolff is authorized to answer any questions and to bind the Firm. You may reach Osa at:

396 Hayes St.
San Francisco, CA 94102
415-552-7272 x233
wolff@smwlaw.com

The Firm is located in San Francisco and serves clients throughout California. Currently, SMW has 41 attorneys: 15 junior attorneys (fellows and associates) with one to seven years of experience; five "of counsel" attorneys; and 21 partners with 10 years to over 30 years of experience. SMW also has two full-time urban planners on staff who provide assistance to our clients. Key to the Firm's success is also our excellent staff, which includes six legal secretaries and two paralegals. SMW has ample capacity to provide MCRPD with timely, responsive, and high-quality legal services.

SMW's certifications and qualifications include:

- The Firm is majority women-owned and it is certified as both a green business and a small business enterprise.

- The Firm's attorneys have won ten prestigious "California Lawyer Attorney of the Year" (CLAY) Awards.

As detailed below, SMW has extensive experience providing legal services in the areas likely to be needed by the District. Our website (www.smwlaw.com) contains further information about our practice areas and experience. We have also enclosed a firm resume and a recent list of public agency clients for your reference.

1. Public Agency Law

SMW serves as General Counsel and City Attorney in many jurisdictions. As legal advisor to public agencies, we are well versed in the full range of issues arising in the course of daily operations. For example, we regularly advise on laws intended to ensure government accountability and openness, such as the Brown Act, Public Records Act, conflict of interest rules, the Political Reform Act, and Fair Political Practices Commission (FPPC) regulations. The firm also advises on legal requirements for leases and contracts, negotiates such agreements, and helps clients navigate the public bidding process. When requested, we provide engaging and highly relevant training tailored to our public agency clients. We also assist with drafting policies/procedures and code updates. We support our clients on real estate issues including easements, encroachments, eminent domain, and transactions. We have decades of relevant experience in election law, including rules relevant to seeking voter approval for additional revenue to fund operations and infrastructure. We also provide advice on compliance with environmental laws including CEQA.

- The firm currently serves as general counsel to three recreation and park districts. Osa serves as General Counsel to the Pleasant Hill Recreation & Park District and the Highlands Recreation District.
- The firm currently serves as the City Attorney for five cities. Osa has been the City Attorney in Orinda since 2006.
- The firm currently serves as general counsel to two joint powers agencies specializing in solid waste: the Alameda County Waste Management Authority (ACWMA or StopWaste) and the Contra Costa County Solid Waste Authority (CCCSWA or RecycleSmart).
- The firm is also General Counsel to the Transbay Joint Powers Authority, which is made up of the City and County of San Francisco and several regional transit agencies.

2. Property and Facilities Management

The firm represents public agency clients in connection with complex property and facilities management issues similar to those faced by the District:

- The firm advises its public agency clients on matters affecting the real property and facilities they own. This includes drafting and reviewing leases, easements, and other property related agreements with private parties and other government agencies as well as representing the cities in disputes concerning public property. We also advise regarding compliance with the Americans with Disabilities Act (ADA).
- As general and outside counsel to the Transbay Joint Powers Authority (TJPA) since 2005, the firm has drafted and negotiated numerous real estate agreements, including leases, easements, and purchase agreements for the acquisition of right-of-way, construction and operation of a new multi-modal Transit Center in Downtown San Francisco and the extension of Caltrain from its current terminus to the new Transit Center. Our work for the TJPA has included assisting with legal issues related to the 5.4-acre rooftop park at the Transit Center.
- Over the years, the firm has advised the Alameda County Waste Management Authority regarding the acquisition and management of the hundreds of acres of rangeland owned by the Authority in the Altamont Pass area. SMW has provided advice regarding the bidding process for leases and licenses, drafted and provided advice regarding grazing leases, and negotiated and drafted residential leases and leases with Sprint/Nextel, T-Mobile and Comcast. The firm has also advised the Authority on use of its property for habitat mitigation, and negotiated conservation easements, endowments, and other related agreements to ensure the Authority can effectively use and manage its mitigation property. The firm also provided advice and negotiated the resolution of a boundary dispute with one of the Authority's neighboring property owners.
- SMW has worked with the Sacramento Area Flood Control Agency (SAFCA) to develop legal documents to govern the adaptive management of numerous multi-use properties that are needed for flood control, preserved or enhanced as habitat, made available for recreation, and managed through grazing.
- SMW regularly represents land trusts on property matters including conservation easement acquisition and enforcement.

3. Risk Management

The firm helps its public agency clients identify, assess, and prioritize risks to guard against accidents, legal liability, and other problems. SMW adopts a pragmatic, problem-solving approach and works with staff in a proactive manner to streamline legal review and risk management.

- For its city and special district clients, the firm regularly updates public agency documents such as model contracts for services and construction,

waivers/releases, insurance requirements, bylaws, policies, and indemnity agreements.

- We advise our clients on legal issues related to insurance coverage, including coverage provided through public agency insurance pool JPAs such as the California Association for Park and Recreation Indemnity (CAPRI).
- We are frequently called on to help clients supervise counsel retained by public agency insurance pools to ensure the representation provided is appropriate.

4. Litigation

SMW attorneys are experienced and effective litigators, both bringing and defending lawsuits on behalf of public agencies, and supervising outside counsel:

- The firm successfully defended the East Bay Regional Park District in a CEQA lawsuit brought by a community group challenging the Park District's Wildlife Hazard Reduction and Resource Management Plan, which reduces the risk of deadly and devastating wildfires within District-owned lands. After the completion of all briefing, the firm negotiated a settlement agreement that allows the District to move forward with implementation of the plan.
- Recently the firm defended the East Bay Regional Park District in a lawsuit challenging its approval of an MOU allowing safety-related tree removal for gas pipelines. The Park District prevailed on demurrer at the trial court and on appeal against multiple arguments. In a question of first impression, the firm successfully argued that the Park District's enabling legislation granted it the authority to independently manage its resources on park property. The appellate action resulted in the published decision of *Save Lafayette Trees v. East Bay Regional Park District* (2021) 66 Cal.App.5th 21.
- After assisting the Midpeninsula Regional Open Space District in preparing the EIR for the Coastside annexation in San Mateo County, the firm successfully defended challenges to the annexation under both CEQA and the Cortese-Knox-Hertzberg Act, the statute governing annexations. The District prevailed in both the trial court and the Court of Appeal against arguments ranging from allegations that the District's notice of annexation was insufficient to claims that required reviewing and classifying hundreds of protest forms submitted by annexation opponents. The appellate action produced the published case of *Citizens For Responsible Open Space v. San Mateo County Local Agency Formation Com.* (2008) 159 Cal.App.4th 717, affirming LAFCO's authority and discretion in annexation proceedings.
- SMW represented the East Bay Regional Park District in a six-year effort that successfully challenged the City of Richmond's plans to develop a casino at

Point Molate on scenic waterfront property. After numerous comment letters and CEQA litigation brought by the firm, the Richmond City Council finally voted to drop all discussion of plans to build the casino.

- Representing the Silverado-Modjeska Recreation and Park District, SMW successfully appealed a trial court ruling that required the Park District to pay \$350,000 in attorney's fees to the developer of a proposed complex of luxury equestrian estates in Orange County, due to an alleged breach of contract associated with a CEQA action against the development. The Fourth District Court of Appeal reversed the fee award, thus allowing the District to continue working to protect and provide access to open space in the Silverado-Modjeska canyons.

5. Fees, Taxes, and Assessments

SMW advises public agencies on mechanisms for bridging the public funding gap resulting from Propositions 13, 218 and 26 and a sharp decline in financial assistance to local agencies. The firm has broad expertise in studies to demonstrate the need for development impact fees and regulatory fees, drafting fee and tax legislation, defending challenges to these programs in the courts, and establishing assessment and Mello-Roos Community Facilities Districts.

B5: STAFF QUALIFICATIONS AND EXPERIENCE

Osa has served as City Attorney of Orinda since 2006. She has served as General Counsel to the Pleasant Hill Recreation and Park District since 2017 and the Highlands Recreation District since 2022. Through this and other work, she has gained substantial experience on issues relevant to the District. For example, Osa expertise in contracts, conflicts of interest, risk management, real estate, property management, the California Environmental Quality Act (CEQA), and other issues the District may face. She is also accustomed to working with outside attorneys separately retained by public agencies as needed on issues such as employment law. Osa would participate in Board meetings (third Wednesday of the month) and staff meetings as requested. She has extensive experience attending such meetings using Zoom and similar platforms. She would also be readily available by phone and email.

B6: REFERENCES

Please see Attachment 2 below for a list of SMW's Public Agency clients for the past 5 years. Only non-confidential information for these clients has been provided.

Agency/Special District	Contact Information
Michelle Lacy General Manager Pleasant Hill Recreation and Park District	147 Gregory Lane Pleasant Hill, CA 94523 Phone: (925) 771-7618 Email: mlacy@pleasanthillrec.com
Christopher Gurr Interim General Manager Highlands Recreation District	1851 Lexington Ave. San Mateo, CA 94402 Phone: (650) 341-4251 Email: gmdirect@highlandsrec.ca.gov
David Biggs City Manager City of Orinda	22 Orinda Way Orinda, CA 94563 Phone: (925) 253-4222 Email: dbiggs@cityoforinda.org

B7: DELEGATION OR SUB-CONTRACT RESPONSIBILITIES

From time to time, the Firm engages litigation support subcontractors, primarily for document production and review. The Firm can also recommend a labor/employment law firm to advise, as needed, on complex personnel issues as well as on labor and employment concerns. In appropriate cases, the Firm also engages experts and consultants on behalf of Firm clients, in consultation with those clients. Should any of the services be needed for the District, SMW would obtain prior approval from the District.

B8: COST PROPOSAL AND ADDITIONAL SERVICES

SMW proposes to represent MCRPD at these hourly rates, which reflect our Firm’s discounted rates for municipal and public agency clients.

Timekeeper	General (Non-Litigation) Services	Litigation Services
<i>Partner</i>	\$340	\$400
<i>Associate III</i>	\$315	\$370
<i>Associate II</i>	\$300	\$355
<i>Associate I</i>	\$285	\$335
<i>Planner</i>	\$285	\$335
<i>Paralegal</i>	\$215	\$255
<i>Law Clerk</i>	\$170	\$200

The Firm would render services in an efficient and cost-effective manner and would staff meetings, hearings, and court proceedings only as absolutely necessary. Because the Firm has extensive experience as counsel for public agencies, the Firm is sensitive to the budget constraints of public agencies and is skilled at providing high quality legal services to these agencies at a reasonable cost.

We would provide monthly billing statements that describe in detail the services provided, including the number of hours worked by each attorney. Beginning in January 2025, the Firm would annually increase these billing rates consistent with any annual increase in the Consumer Price Index.

Our Firm uses advanced billing software that tracks time billed to the tenth of an hour in real time, which allows the contract staff to remain aware of progress on the budget and avoid overruns. We will coordinate with MCRPD staff to identify milestones where we will notify it of budget consumption for a given time period (for example, providing notification that we have consumed a certain percentage of a monthly budget) or project.

The Firm would charge the following direct costs to MCRPD at cost to the Firm, unless otherwise indicated: messenger services, postage and overnight delivery services, large photocopying or color copies (\$.10/page), pro-rata share of Firm's flat-rate online legal research subscription, Westlaw (charged based on actual usage for District projects), travel and litigation costs.

The Firm would bear all expenses related to support staff, general overhead, continuing legal education and attendance at public agency/municipal-law functions.

ATTACHMENT 1
CERTIFICATE OF LIABILITY
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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

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


PRODUCER Edgewood Partners Insurance Center P.O Box 2110 Rancho Cordova CA 95670	CONTACT NAME: Kayla Fritzbeg
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: kayla.fritzbeg@epicbrokers.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Federal Insurance Company	NAIC # 20281
INSURER B: Lloyd's of London	85202
INSURER C: NOVA Casualty Company	42552
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1943375860 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			36036940	2/27/2024	2/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73592954	2/27/2024	2/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Nil			78181273	2/27/2024	2/27/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BBWWK10000789	6/8/2023	6/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made Retro Date: 3/17/1980			BN302200S	3/1/2024	3/1/2025	Per Claim \$2,000,000 Aggregate \$4,000,000 Deductible \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: All Contracts/Written Agreements between the Certificate Holder and the Insured. When required by written contract, additional insured status with primary coverage and waiver of subrogation apply to General Liability and Automobile Liability, all per the attached endorsements.

CERTIFICATE HOLDER City of San Luis Obispo ATTN: City Attorney's Office 990 Palm Street San Luis Obispo CA 93401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Endorsement

<i>Policy Period</i>	FEBRUARY 27, 2024 TO FEBRUARY 27, 2025
<i>Effective Date</i>	FEBRUARY 27, 2024
<i>Policy Number</i>	3603-69-40 WUC
<i>Insured</i>	SHUTE MIHALY & WEINBERGER LLP
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 29, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

**PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO
A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS
IS AFFORDED BY THIS POLICY.**

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You;
- 2. Any of your "employees" or agents; or
- 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

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

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER PRIOR TO A LOSS

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

Endorsement Effective **06-08-23** Policy No. **BBW-WK-10000789-02** Endorsement No.
Insured **SHUTE MIHALY & WEINBERGER LLP** Premium \$ **INCL.**
Insurance Company **NOVA Casualty Company**

Countersigned By _____

ATTACHMENT 2

SMW PUBLIC AGENCY
CLIENTS

**Shute, Mihaly & Weinberger LLP Public Agency Clients
(as of March 2024)**

Federal Agencies

The Presidio Trust

State and Regional Agencies

Bay Area Air Quality Management District
California High-Speed Rail Authority
California Department of Fish & Wildlife
Judicial Council of California
Mountains Recreation & Conservation Authority
Richardson Bay Regional Agency
Sacramento Area Flood Control Agency
South Coast Air Quality Management District
State Assembly Committee on Rules
State Water Resources Control Board
University of California

Special Districts and Joint Powers Agencies

Alameda County Waste Management Authority (StopWaste)
Beach Cities Health District
Bollinas Fire Protection District
Briceland Volunteer Fire District
Central Contra Costa Solid Waste Authority (RecycleSmart)
East Bay Regional Park District
Great Basin Unified Air Pollution Control District
Highlands Recreation District
Humboldt County Resource Conservation District
Ladera Recreation District
Los Osos Community Services District
Marin County Transit District
Menlo Park Fire Protection District
Midpeninsula Regional Open Space District
Monterey Peninsula Water Management District
North Central Fire District
North Sonoma County Healthcare District
Pleasant Hill Recreation & Park District
Sacramento Housing & Redevelopment Agency
Samoa Peninsula Fire Protection District
Santa Clara Valley Open Space Authority
Silverado Modjeska Recreation and Park District

Solano County Airport Land Use Commission
Transbay Joint Powers Authority
Treasure Island Development Authority
Yolo County Resource Conservation District

Tribal Governmental Entities

Amah Mutsun Tribal Band
Association of Ramaytush Ohlone
Colorado River Indian Tribes
Elk Valley Rancheria
Karuk Tribe
Kletsel Dehe Band of Wintun Indians of the Cortina Rancheria
San Fernando Band of Mission Indians
San Pasqual Band of Mission Indians
yvt Northern Chumash

Cities

City of Alameda	City of Monte Sereno
City of Albany	City of Morgan Hill
City of Antioch	City of Mountain View
City of Benicia	City of Murrieta
City of Berkeley	City of Nevada City
City of Berkeley Hills	City of Oakland
City of Brentwood	City of Orinda
City of Carlsbad	City of Oxnard
City of Carson	City of Pacific Grove
City of Concord	City of Pleasanton
City of Cupertino	City of Porterville
City of East Palo Alto	City of Redondo Beach
City of El Segundo	City of Richmond
City of Encinitas	City of Roseville
City of Fairfield	City of Sacramento
City of Fremont	City of San Bruno
City of Goleta	City and County of San Francisco
City of Half Moon Bay	City of San Jose
City of Hemet	City of San Leandro
City of Hercules	City of Saratoga
City of Livermore	City of Sunnyvale
City of Laguna Hills	City of Temecula
City of Las Vegas	City of Thousand Oaks
City of Long Beach	City of Visalia
City of Marina	Town of Danville
	Town of Portola Valley

Counties

County of Alameda
County of Butte
County of El Dorado
County of Humboldt
County of Madera
County of Marin
County of Stanislaus
County of Yolo

County of Merced
County of Monterey
County of Napa
County of Sacramento
County of Stanislaus
County of San Benito
County of Santa Cruz

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is between Fort Bragg Unified School District (hereinafter "District") and Mendocino Coast Recreation and Parks District (hereinafter "MCRPD")

RECITALS

1. Education Code sections 17527 et seq. authorizes the governing board of any school district to enter into agreements with governmental units for the rent or lease of "buildings" as that term is defined by Education Code section 17529.
2. District owns and maintains certain school sites, athletic fields and buildings with gymnasiums, multipurpose rooms, and classrooms within the District's boundaries.
3. MCRPD requires access to and use of buildings and recreational facilities to operate various recreation programs that are open to the community and include programs are appropriate and beneficial to students of the District.
4. The District has given notice, as required by Education Code section 17527, to other educational agencies within Mendocino County of its intent to lease the Facilities identified in **Exhibit A**, and no such agency has expressed an interest in leasing of any of the Facilities.

The parties agree as follows:

I. Term and Use Fees

The term of this Agreement shall commence July 1, 2023 ("Commencement Date"), and end June 30, 2026, unless terminated earlier by either party upon ninety (90) days' advance written notice for the lease of the Facilities specified in Exhibit A.

If the Facilities, or any of them, will be improved by use of funds allocated pursuant to Proposition 68, District may terminate this Agreement upon less than ninety (90) days' advance written notice.

MCRPD shall pay to District a monthly use fee in the sum of \$250.00 on the first day of each month plus any direct personnel costs associated with facility use to be billed on the last day of each month.

II. Conditions of Use of Facilities

A. District shall have exclusive use and control of the Facilities during "School Hours" on "School Days".

1. "School Hours" shall mean the period of time from one hour prior to the beginning of the first scheduled class each morning to thirty (30) minutes after the last dismissal bell each afternoon.

2. "School Days" shall mean all days on which student instruction is scheduled, as specified on the District's calendar, which shall be determined at the District's sole discretion.
- B. MCRPD shall submit to the District Office all requests to reserve any of the Facilities for its own use. The District Superintendent or designee shall review and respond to MCRPD's request(s) and maintain a schedule of approved reservation(s) for each Facility identified in Exhibit A. MCRPD's use of any of the Facilities shall be subject to availability and prior District approval.
- C. Each party shall notify the other party of any defects or dangerous condition in any of the Facilities as soon as practicable, but not later than 24 hours after discovery. In case of emergency circumstances posing a threat of immediate harm to persons or property, notice shall be (1) by phone and (2) if the calling party is unable to speak directly to the other, by email using the emergency contact information (telephone and email address) specified in Section VII, below, and (3) any other manner reasonably calculated to provide actual notice as soon as practicable.

If the District determines that it is necessary to close any Facility for public health or safety reasons, the District shall notify MCRPD promptly. Nothing in this Agreement shall be construed to obligate the District to order the repair of any such Facility. If MCRPD has an authorized reservation for use of any Facility closed by the District for health or safety reasons, at MCRPD's request, the District and MCRPD will review the availability of an alternative Facility for MCRPD's use.

- E. MCRPD shall not conduct or allow others to conduct any activity on the Facilities in violation of any applicable federal, state, county or city statutes or regulations or any of the District's Board Policies or Administrative Regulations including, without limitation, any or all of the foregoing prohibiting unlawful discrimination or the possession, consumption, or sale of alcoholic beverages, tobacco or any other controlled substance on California public school district property.
- F. MCRPD shall not permit the Facilities to be used in any manner that interferes with the activities or functions of the District, unduly disturbs local residents' peaceful enjoyment of their property, or jeopardizes the safety of persons or property on or near the Facilities. In the event any complaints are received by the District or MCRPD concerning conduct or activities occurring during MCRPD's use of any Facility, each party shall notify the other, and MCRPD's Executive Director and the District Superintendent, or their designees, shall confer regarding the complaint and take appropriate action to ensure the disruption or offending conduct, if any, does not recur.
- G. MCRPD may distribute promotional materials such as flyers and brochures related to MCRPD-sponsored programs at the Facilities in conformance with District and MCRPD policies, regulations, procedures and practices for distributing materials.

III. Maintenance/ Repair of the Facilities

After each use, MCRPD shall leave the Facility in a clean and orderly condition and, unless otherwise mutually agreed in writing, shall remove its equipment and personal property from the Facility. MCRPD shall reimburse District for any additional custodial or maintenance services that the District incurs to restore any Facility to a clean and orderly condition after MCRPD's use and for other services to repair any damage to any Facility caused by or during MCRPD's use.

At all times during the term of this Agreement, if MCRPD is authorized to use any athletic field, MCRPD shall be responsible for providing and maintaining, at no cost to District, (1) portable, accessible (Americans with Disabilities Act-compliant) toilet facilities as required by law and (2) waste receptacles and waste removal services as needed to keep the athletic field in a clean and orderly condition. Installation of any toilet facilities and waste receptacles shall be subject to District's prior written approval.

IV. Indemnification and Insurance

A. Hold Harmless

To the full extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, its governing board, officers, agents, employees, and volunteers from and against any and all liability, demands, losses, damages, claims, settlements, expenses, and costs including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation (collectively, "Liability") of every nature arising out of or in connection with the party's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the other party. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under workers' compensation acts, disability benefit acts, other employee benefit acts, or by insurance coverage limits, and shall survive the expiration or early termination of this Agreement.

B. Liability Insurance

1. During the term of the Agreement, the MCRPD shall maintain in full force and effect comprehensive general public liability, occurrence-based coverage for bodily injury (including death), personal injury, and property damage, with limits not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate if applicable.
2. MCRPD shall name the District and its governing board, officers, officials, employees and volunteers as additional insured and shall furnish proof of insurance and required endorsements to District on or before the Commencement Date.
3. Each policy required by this Agreement shall provide for at least thirty (30) days' prior written notice to the District by certified mail, return receipt requested, before the policy may be suspended, voided, cancelled, or reduced in coverage or limits.

C. Workers' Compensation/Employer's Liability

During the term of this Agreement MCRPD shall maintain in full force and effect, Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons it employs directly or indirectly. The Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than one million dollars (\$1,000,000.00) per accident. The insurance shall be endorsed to waive all rights of subrogation against the District and its governing board, officials, officers, employees, and volunteers for loss arising from or related to the use of any Facilities under this Agreement.

V. Third Party Usage

Nothing in this Agreement shall be construed to prohibit the District from permitting a third party's use of any of the Facilities at times not previously approved by the District for MCRPD's use.

VI. Dispute Resolution / Governing Law

The parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

Each party shall be deemed to have participated equally in the drafting of this Agreement which shall be governed by and construed in accordance with the laws of the State of California. Venue shall lie only in a court of competent jurisdiction for Mendocino County, California.

VII. Notice

All notices permitted or required under this Agreement shall be given by first class mail addressed to the party as set forth below:

MCRPD
Jennifer Saunders, Recreation Manager
Mendocino Coast Rec. and Park District
300 South Lincoln Street
Fort Bragg, CA 95437

Fort Bragg Unified School District
Joseph Aldridge, Superintendent
Fort Bragg Unified School District 312
South Lincoln Street
Fort Bragg, CA 95437

Emergency Contact Information

Phone Number: (707) 964-9672

Email: recprograms@mcrpd.us

Emergency Contact Information

Phone Number: (707) 961-3525

Email: jaldridge@fbusd.us

VIII. Successors and Assigns

This Agreement is binding on the heirs, successors and assigns of the parties. Neither party may transfer or assign its rights or obligations under this Agreement, in whole or in part, without the other party's prior written consent.

IX. Entire Understanding / Severability

This Agreement may be executed in counterparts and contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in the Agreement has been or is relied on by any of the parties hereto. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalid provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect.

X. Amendment of Agreement

This Agreement may only be amended or modified by a written instrument executed by the parties.

XI. Authorization

Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the party which he/she represents.

IN WITNESS WHEREOF the parties have executed this Agreement which shall become effective upon the date of execution of the Agreement by all parties.

**Mendocino Coast Recreation and
Park District**

Ft. Bragg Unified School District



By: Jennifer Saunders,
MCRPD Recreation Manager

By: Joseph Aldridge, Superintendent

Date



Exhibit A -Facilities

"EXHIBIT A" TO JOINT USE AGREEMENT
Between Fort Bragg Unified School District and
Mendocino Coast Recreation and Park District

	Athletic Field	Gym/ Weight	Multi-Purpose Room	Portable Bldgs. Specify by room No./Name
Redwood Elementary School 324 South Lincoln Street Fort Bragg, CA 95437	X		X	
Dana Gray Elementary School 1197 Chestnut Street Fort Bragg, CA 95437	X		X	
Fort Bragg Middle School 500 North Harold Street Fort Bragg, CA 95437	X	X		
Fort Bragg High School 300 Dana Street Fort Bragg, CA 95437	X	X		
Noyo High (Continuation) School 250 South Sanderson Way Fort Bragg, CA 95437				
John Diederich Center 312 South Lincoln Street Fort Bragg, CA 95437				
Shelter Cove School 310 South Lincoln Street Fort Bragg, CA 95437				



401 N Harbor Dr.
Fort Bragg, CA 95437

707-409-0760 
www.mendocoastrec.org 

May 10, 2024

Umpqua Bank
Re: Designated signer & authorized officer

We hereby authorize District Manager, Kylie Felicich, to be the designated signer and authorized officer for bank certification forms for a checking account at Umpqua Bank. We hereby authorize Barbara Burkey to be an authorized office for bank certification purposes. We hereby authorize that Rick Wood of CSDA be also designated as a signer on this account. The purpose of this account is to be a deposit for a working credit card.

Barbara Burkey
Board Chair
MCRPD

Signature

Date

Dave Shpak
Board Secretary
MCRPD

Signature

Date

The mission of the MCRPD is to provide opportunities on the Mendocino Coast that promote physical and mental wellbeing for everyone, through active play, community enrichment, programs and events.

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on May 16 2024 is between:

The **Lessor** is 2 individual(s) known as Aaron Farmer and Lucianne Farmer with a mailing address of 1106 Glenwood Avenue, Chico, California, 95926, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Mendocino Coast Recreation and Park District with a mailing address of 401 North Harbor Drive, Fort Bragg, California, 95437, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 2241 square feet (SF) of Studio located at 579 South Franklin Street, Fort Bragg, California, 95926.

Tax Map: Southern Addition to Fort Bragg, Mendocino County, California Lot: 9 Block: 8

Book: 1-3 Page: 36

Additional Description: Lease excludes 579 South Franklin Street, Unit B, a separate residential dwelling unit located on and facing the alleyway between South Franklin Street and Main Street.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any reasonable recreational or office use approved by the Landlord, permitted by current local zoning code, and agreed upon by the MCRPD board of directors..

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on May 16 2024 and expire at Midnight on May 31 2029 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

PAYMENT SCHEDULE

Start Date: May 16 2024 End Date: May 31 2026 Payment: \$2,500.00 per month

Start Date: June 1 2026 End Date: May 31 2028 Payment: \$2,650.00 per month

Start Date: June 1 2028 End Date: May 31 2029 Payment: \$2,800.00 per month

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's Bank Account with the following details:

Account Holder's Name: Aaron or Lucianne Farmer

Account Street Address: 2385 Esplanade, Chico, California, 95926

E-Mail Address: afarmboy76@gmail.com

Account Type: Checking

Routing Number: 121122676

Account Number: 157511039784

PRORATION PERIOD. The Rent shall be prorated on a daily basis starting on May 12 2024 until the start of the Initial Term beginning on May 16 2024, referred to as the "Proration Period." During said period, the Lessee shall be able to take possession of the Premises and be required to make payment in the amount of \$0 upon the execution of this Lease Agreement.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$60 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$150.00 per occurrence if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 2 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on June 1 2029 and end on May 31 2032 with the Rent to be paid per month to be calculated by adding the last Rent Payment made by the Lessee plus the official Consumer Price Index (CPI) that is provided by the Bureau of Labor Statistics. If the Renewal Period is

for more than one (1) year then the Rent shall be adjusted on an annual basis beginning on the 1st day of said Renewal Period.

The second (2nd) renewal period shall begin on June 1 2032 and end on May 31 2035 with the rent to be paid per month to be calculated by adding the last Rent Payment made by the Lessee plus the official Consumer Price Index (CPI) that is provided by the Bureau of Labor Statistics. If the Renewal Period is for more than one (1) year then the Rent shall be adjusted on an annual basis beginning on the 1st day of said Renewal Period.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$1,000,000.00.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: Water and commercial sewer.

RENT PRE-PAYMENT. The Lessee shall be responsible for the pre-payment of Rent in the amount of \$1,167.00. This amount shall be due upon the execution of this Lease.

SECURITY DEPOSIT. A security deposit in the amount of \$4,000.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$4,000.00 returned within 30 days.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 5 parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 14 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE: The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises.

The Lessor shall have the following responsibilities: Anything "behind the wall" involving electrical, plumbing, heating/ducting.

***This excludes the cost of emergency toilet drain cleaning/repair unless found to be a building or plumbing defect.

The Lessee shall have the following responsibilities: Window cleaning, janitorial, landscape maintenance, garbage pickup, light bulbs, heater air filters.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 120 days.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at the Lessee's sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or the Lessee's guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the Lessee's contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of California. If the Lessor and Lessee fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset

in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of California.

NOTICES. Notices shall be addressed to the following:

Lessor: Aaron Farmer and Lucianne Farmer
1106 Glenwood Avenue, Chico, California, 95926

Lessee: Mendocino Coast Recreation and Park District
401 North Harbor Drive, Fort Bragg, California, 95437

ADDITIONAL TERMS AND CONDITIONS. 1. Tenant will have the freedom to lease studio space to individual specialty sports instructors as seen fit by tenant. This will not constitute a sublet of the "Property".

2. MCRPD and any individual studio space renters that sub-contract for space from MCRPD shall list "Landlord" as a loss payee on each entities liability insurance policy.

3.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature _____ Date _____
Aaron Farmer

Signature _____ Date _____
Lucianne Farmer

LESSEE SIGNATURE

Signature _____ Date _____
Kylie Felicich, District Manager



P.O. Box 532
Fort Bragg, CA 95437
707409-0760
info@mcrpd.us

REGULAR BOARD OF DIRECTORS MEETING
Mendocino Coast Recreation and Park District
Greenwood Community Center
6129 CA-1, Elk, CA 95432
Wednesday, April 17, 2024
5:30 P.M.

MINUTES

- **CALL TO ORDER**
 - **5:33 P.M.**
 - **Present: Barbara Burkey, Craig Comen, Angela Dominguez**
 - **Employees present Kylie Felicich, Jennifer Saunders, Nizzar Badgett, Holly Ugulano**
 - **Public Present: Susan Larkin, Bob Rodriguez**
 - **Dave Shpak arrived late**

- **APPROVAL AND ADOPTION OF AGENDA**
 - **Burkey noted item 6.3 would be moved to 6.1 for sequencing reasons**
 - Angela Dominguez motioned, Craig Comen seconded
 - Ayes: Burkey, Dominguez, Comen Absent: Huff and Shpak

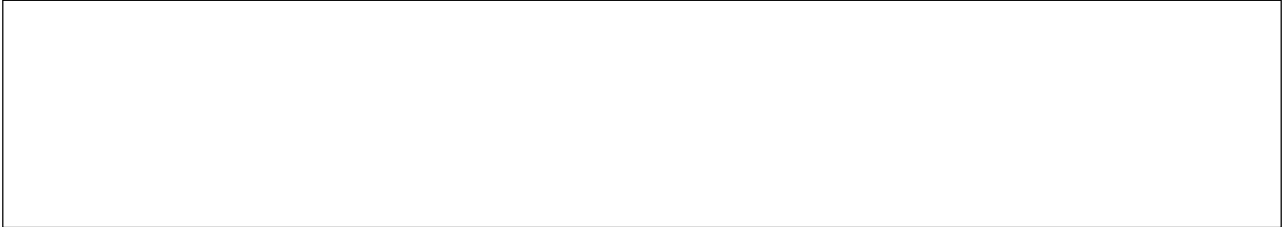
- **PUBLIC PARTICIPATION, NON-AGENDA ITEMS**
 - **Bob Rodriguez retold a story of a young student leaving Redwood School, followed by staff (who are forbidden to touch a student) and the student was able to get into the pool at C.V. Starr. The Management at C.V. Starr was able to get the child out of the water, but it was a tense moment. Discussion about how does one stop a child, etc...**
 - **Susan Larkin mentioned "100 Women" at Caspar Community Center and asked people to go and vote for Friends of MCRPD**

- **STAFF REPORTS:**
 - .1 District Manager Report Kylie Felicich
 - .2 District Recreation Supervisor Report
 - .3 District Recreation Coordinator
 - Staff Thanked Nizzar for such great work on the South Coast

- **OTHER REPORTS:**
 - .1 Friends of MCRPD
 - Dominguez thanked Friends of for adult softball scholarships, Girls' Manchester
 - Sea Ranch Swim Lessons scholarships were discussed. Kylie will get back to Susan if Friends of needs to contribute to scholarships.
 - .2 South Coast
 - Discussed RCRC evens to come
 - .3 Mendocino Coast Botanical Gardens
 - Barbara updated the Board on some reorganization of staff
 - .4 Personnel Committee
 - No Meeting
 - .5 District Services Committee
 - No Meeting
 - .6 Finance Committee
 - No Meeting

.7 Board of Directors

- Discussed 50th anniversary of MCRPD, Staff is planning a “Hall of Fame”
- Paul Bunyan Parade, 4th Of July Parades and getting Tessie Branscomb involved for planning an honors



- **DISCUSSION / ACTION**

- .1 Gymnastics revenues, costs and projections (Page 10)
- .2 Prospective martial arts program, projected revenue and expenses for the program
 - Discussed the program and how it will be set up and run.
 - There is a need for “women self reliance” programs
 - No action is needed but District Manager asked that the board take straw poll for this. Burkey, Shpak, Dominguez and Comen all agreed in support of this new program.
- .3 Prospective Zumba and Yoga program
 - Discussed void of some Zumba and Some Yoga courses in the community due to changes at C.V. Starr
 - Kylie went to the City Manager and asked permission to speak with and hopefully hire some of their former instructors. City Manager gave authorization to proceed.
- .4 Proposal from LLC Robert Buckle for South Highway 1 property (soon to be formally known as North Star Nursery)
 - Letter of Intent was discussed and while the location was desirable, there was too much liability and concern with the prospect.
 - The board did not take any action on this LOI
- .5 Recommendation for reserve fund allocation in California Class
 - Dominguez Motioned, Comen Seconded
 - Ayes: Burkey, Dominguez, Comen, Shpak
- .6 ADHOC Committee creation to review proposals for legal services
 - Per Dave Shpak, no committee is needed. Board directed District Manager to proceed with interviewing the firms

- **CONSENT CALENDAR**

All items under the consent calendar will be acted upon in one motion unless a board member requests that an individual item be taken up under DISCUSSION/ACTION

- .1 Approval of minutes for Regular Board Meeting Minutes, 3-20-2024, Approval of Finance committee minutes from 3-20-2024
 - Shpak Motioned, Dominguez Seconded
 - Ayes: Burkey, Dominguez, Shpak, Comen

DINNER BREAK at 7:30 P.M.

Meeting resumes at 8:00 P.M.

8.0 STRATEGIC PLANNING WORKSHOP/ACTION

- 8.1 Per capita grant overview
 - \$208K is available for improvements. This includes a \$30 match

8.2 South Coast possibilities for grant allocation & possible pump track

- Discussion for Pump Track is that it should be considered at a later date or in Manchester
- The Board ultimately decided on a full size basketball court, Pickle/Tennis Court and additional play structure
- Board directed District Manager to proceed with filling out application

9.0 **ADJOURNMENT**

8:50 P.M.