



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**

**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 Letter of Intent for prospective lease 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 19<sup>th</sup>, 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](http://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 2<sup>nd</sup> 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  
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March 28, 2024

*Via E-mail*

Kylie Felicich, District Manager

[kfelicich@mcrpd.us](mailto: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](http://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](mailto: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](http://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.



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

**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.

<b>Timekeeper</b>	<b>General (Non-Litigation) Services</b>	<b>Litigation Services</b>
<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).


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

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/> <b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	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.

<b>CERTIFICATE HOLDER</b>  City of San Luis Obispo ATTN: City Attorney's Office 990 Palm Street San Luis Obispo CA 93401	<b>CANCELLATION</b>  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.

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**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**



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**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**.

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**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  
yyt 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](mailto:recprograms@mcrpd.us)

**Emergency Contact Information**

Phone Number: (707) 961-3525

Email: [jaldridge@fbusd.us](mailto: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
<b>Redwood Elementary School</b> 324 South Lincoln Street Fort Bragg, CA 95437	X		X	
<b>Dana Gray Elementary School</b> 1197 Chestnut Street Fort Bragg, CA 95437	X		X	
<b>Fort Bragg Middle School</b> 500 North Harold Street Fort Bragg, CA 95437	X	X		
<b>Fort Bragg High School</b> 300 Dana Street Fort Bragg, CA 95437	X	X		
<b>Noyo High (Continuation) School</b> 250 South Sanderson Way Fort Bragg, CA 95437				
<b>John Diederich Center</b> 312 South Lincoln Street Fort Bragg, CA 95437				
<b>Shelter Cove School</b> 310 South Lincoln Street Fort Bragg, CA 95437				



401 N Harbor Dr.  
Fort Bragg, CA 95437

707-409-0760   
[www.mendocoastrec.org](http://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.*



## **REAL ESTATE LETTER OF INTENT**

Date Effective: May 7 2024

**I. THE PARTIES.** This real estate letter of intent (“Letter”) comprises the basic terms of an agreement between Mendocino Coast Recreation and Park District. (the "Tenant") with a mailing address of 401 North Harbor Drive , Fort Bragg, California, 95437 and Aaron and Lucianne Farmer (the "Landlord") with a mailing address of 1106 Glenwood Avenue, Chico, California, 95926. This letter lays the groundwork for a more formal agreement between the Parties.

**II. THE PROPERTY.** The property referred to in this letter (the "Property") is located at 579 South Franklin Street, Fort Bragg, California, 95437.  
The Property is described as commercial and comprises 2241 square feet.

**III. LEASE TERMS.** The Landlord and Tenant agree to the following terms:

- a) Security Deposit. The Tenant will be required to pay a \$4,000.00 security deposit.
- b) Rent. The Landlord and Tenant agree to a rent of \$2,500.00. Payments shall be made monthly. The first payment shall be made on June 1 2024. Rent will be due on the 1st of every month.
- c) Lease Period. The Landlord and Tenant agree to enter into a fixed-term lease. The lease begins on May 16 2024 and ends on May 31 2029.
- d) Late Rent. Rent is considered late if it is still unpaid days after it is due. The penalty for late rent is 6% of one month's rent.
- e) Renewal. Upon the expiration of this lease, the Tenant shall have the option to renew the lease for a period of 3 years.
- f) Subletting. The Parties agree that the Tenant shall be able to sublet the Property.
- g) Furnishings. The Landlord shall provide the following furnishings for the Tenant to use:
- h) Expenses. The Tenant is required to pay for the following expenses in addition to rent: Electricity, garbage, phone, internet. The Landlord is required to pay for the following expenses: water/sewer.
- i) Parking. The Tenant shall have use of 5 parking space(s).

**IV. GOVERNING LAW.** This Letter shall be governed under the laws of California.

**V. BINDING EFFECT.** This Letter shall be considered non-binding.

**VI. ADDITIONAL TERMS.**

Rent to start 5/16/24. Prorated for 14 days based on a standard 30 day month. Rent due at lease signing for month of May is \$1667. Security deposit due at signing unless other arrangements are needed.

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: MCRPD; Kylie Felicich

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: Aaron & Lucianne Farmer