



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

REGULAR BOARD OF DIRECTORS MEETING
Mendocino Coast Recreation and Park District
MCRPD DISTRICT OFFICE
401 N Harbor Drive, Fort Bragg CA 95437
Wednesday, October 16, 2024
5:30P.M. REGULAR MEETING

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 made 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, page 1-2
- 4.2 District Recreation Supervisor Report Jennifer Saunders, page 3-4
- 4.3 District Business Manager Jamie Campione, page 5

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 (limit of 3 minutes per person per item). 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. Please refer to the District's Bylaws and Rosenberg's Rules of Order for more information.

6.0 DISCUSSION / ACTION

- 6.1 Staff update on all Fall Programs – Pages 6-8
- 6.2 Staff update and discussion of Coast Youth Basketball League – Pages 9-10
- 6.3 Review and discuss draft lease for 100 N. Main St. in Fort Bragg for prospective business office & gymnastics studio – Pages 11-17
- 6.4 Review and consider updated and refined Professional Services Agreement with Interwest Consulting Group – Pages 18-32
- 6.5 Review and consider MCRPD’s Records Retention Policy – Pages 33-42
- 6.6 Consideration of LAFCO Municipal Service Review and authorization for General Manager to request review in 2025 at cost to MCRPD of up to \$25,000

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 Regular Board Meeting Minutes 09/18/24, - Page 43-47
- 7.2 Approval of Finance Committee Meeting Minutes 09/18/24, Page 48- 49

8.0 CLOSED SESSION

- 8.1 Open session identification of close session items
- 8.2 Receive any public comment about closed session item

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6, conference with the District's designated representative, Board Chair, Barbara Burkey, to review the District’s position and instruct the District’s designated representative regarding negotiation of salary

and compensation paid in the form of fringe benefits for the Interim District Manager, an unrepresented employee.

- 8.3 Open session report re: closed session (if required by Brown Act)

9.0 ADJOURNMENT

Next MCRPD Regular Board of Directors Meeting will be held on November 20, 2024, MCRPD District Office – 401 N Harbor Dr, Fort Bragg CA 95437

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 707-409-0760

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 mendocostrec.org. District agendas are emailed to individuals upon request at least 72 hours in advance of regular meetings. Written public comments can be submitted to the District prior to the meeting by emailing board-admin@mcrpd.us. Written comments received by email prior to 3 P.M. on the day of the meeting and any other supplemental materials will be forwarded to the Board prior to the meeting, made a part of the public record, and be available for public review at this [LINK](#)



Kylie Felicich - District Manager Report

October 2024

Jennifer and I were proud to be interviewed by KZYX on the Mind, Body and Health program by Dr. Casey Johnston which aired on October 8. After the interview, I received an email from Dr. Casey Johnston telling me that she left our conversation feeling inspired. The takeaway from the interview was that MCRPD represents the things we want to see in our community. We want people to “find their fit” and we want accessible programming for everyone.

MCRPD has applied to become a vendor with the Redwood Coast Regional Center. The Regional Center helps families throughout our District to find support. Their website is www.redwoodcoastrc.org Center to direct people to our programs and in many cases, provide funding for that individual to participate in our programs. The Regional Center will be training our staff and instructors later this month. This will benefit MCRPD to be up to date on protocols, language and receive direction for how we can better serve our disabled community. We finally received our 2nd AED & Trauma Kit. This is a large expense but will allow MCRPD to have an emergency kit for any off-site event or sport.

Rhythmic Gymnastics started on September 14 with a free clinic. The session kicked off on September 14 with 10 students. We expect the program to continue to be very popular. Drop-in Volleyball is steady with 15-20 people playing each week. Skate Night is busy in Point Arena 1-2 times per month pending gym availability. When skates are being used on the South Coast, we hold Adult Skate Night in Fort Bragg. This month we have three Halloween Skate Night parties planned. One in Point Arena, Family Skate in Fort Bragg and Adult skate night in Fort Bragg. MCRPD will also be participating in Trick or Trunk at C.V. Starr and in Point Arena. We are offering our final tennis session of 2024. We hope to hit the courts until the rain starts. We are proud that our instructor, Seth Ferguson, will go on to coach Tennis at Fort Bragg High School this Spring. Seth will come back to MCRPD in June for lots more 2025 tennis.

The South Coast Horseshoe Tournament was a huge success. We had 14 people participate in the event at RCRC in Gualala. RCRC did a great job serving BBQ plates and goodies. We have the next one on the books for September 27, 2025. We want to expand and make it a “Fall Festival” with many activities. We will hold a free clinic for

girls' softball at 3G Familia Farms in Manchester for 5 Fridays. We hope this will plant the seed for a spring league.

We will hold our next Finance Committee meeting on October 30. Rick Wood and I are working on a report for "actual to budget" for Q1 of this fiscal year. Programming income in September was over \$16,000. MCRPD Studios and Gymnastics continue to fuel this growth and consistency.



Jennifer Saunders-Recreation Supervisor

Staff Report - October 2024

Pickleball Clinics: ended in the second week of October and were quite a success. There were many adults that found a passion for sport, and an avenue for friendships through playing pickleball with Julie-our PPR coach. It has been so wonderful seeing many adults come out to play and learn the sport with no background, and then to come to the end of a session with so much more skill and happiness that they were able to meet new people and get coached so positively that you could see the increase in confidence in each one of them! It is a pure victory when a person swims through adversity and then comes out to the finish line with a smile and confidence! I have full faith that pickleball will continue to be a great program and we look forward to the winter season indoors-which we will be working on.

Health & Wellness Fair: In early October, we participated in the Health & Wellness Fair at the FBHS. We had a table where we displayed all of our wonderful flyers and spoke to many athletes and parents about our programs. This was a fantastic way to communicate with the public and give a sense of who we are, what we do, and what we have to offer. We provided a raffle for kids to sign-up for our programs in getting a free class. We received over 40 entries! It was great to meet new people from the community and give them options for their children with physical activities! We are very excited that we were there to represent ourselves in the community showing great success and positive new colors in the world of sport and community!

Coast Youth Basketball League: Registration opened last week w/ 20 kids already signed up -See more on-Board Agenda.



Jamie Campione – Business Manager

Staff Report - October 2024

Gymnastics Program: The next session of gymnastics is set to begin next week, with over 100 children registered for the 8-week program, which will run until the end of the year. Classes offered include Tiny Tots, Kinder Gym, Beginning, Intermediate Advanced, and Beginning Silks. Our new Rhythmic Gymnastics class has filled up quickly, showing strong interest from the community. Registration for the next session of Rhythmic Gymnastics will open soon due to high demand.

Martial Arts Program: Our martial arts programs remain steady, with 25 children enrolled in the current 5-week session of Taekwondo and Brazilian Jiu Jitsu. We will offer one more 5-week session, which will carry us through to the end of the year. Adult participants continue to prefer the flexible punch card system or drop-in options, attending classes on Monday, Wednesday, and Friday evenings.

Fitness Classes: With the recent addition of new fitness classes, Monday nights at the MCRPD Studio are seeing a significant increase in attendance. Fitness options have now expanded to four days a week, with classes available on Monday, Wednesday, Friday, and Saturday.

Roller Skating Parties: Our roller-skating parties continue to be a big hit, averaging two per month. Skate nights are becoming increasingly popular, with more participants attending each event. We are especially excited for our Halloween-themed skate nights for both kids and adults, which are generating a lot of buzz in the community.

Outreach and Promotion: We are actively searching for new ways to spread the word about MCRPD's offerings. PSAs are running on The Skunk, and we have ads in both the Independent Coast Observer (ICO) and The Fort Bragg Advocate. Our social media presence is growing, with over 100 new followers on Facebook in the last couple of months. We are also regularly engaging with the community to discover new activities and programs they are interested in, ensuring that MCRPD continues to meet their needs.



JIU JITSU CLASSES ALL AGES



5 Weeks 10/7 -11/9 REGISTER NOW



Youth Classes- \$170/10 classes
Adult Classes- \$170/ 10 Class Punch Card - No expiration date



- ✓ Self Defense
- ✓ Private Lessons
- ✓ Gi & No Gi
- ✓ Grappling

Mendocostrec.org
707-409-0760

Taekwondo



MCRPD Martial Arts

With Instructor Adam
Oct. 7th-Nov. 9th-2024
Tuesday/Thursdays

- Ages 5-9 - 4:15PM -5PM
- Ages 10 & up - 5PM -6PM
- \$153 -5 week session- 9 classes
- No class 10/31



www.mendocostrec.org

Register NOW!



Mendocino Coast Recreation & Park District presents:

COAST YOUTH BASKETBALL 2024-25

NEW AGE GROUP: 1ST-2ND GRADERS-COED
PLUS
3RD-5TH GRADE (GIRLS & BOYS TEAM)
6TH-8TH GRADE (GIRLS & BOYS TEAM)

EARLY BIRD SPECIAL
\$180
(10% OFF UNTIL HALLOWEEN)

FOR SCHOLARSHIPS EMAIL
INFO@MCRPD.US

REGISTER @
WWW.MENDOCOASTREC.ORG
OR SCAN CODE



PAYMENT PLANS
ALSO
AVAILABLE

- PROGRAM INCLUDES: (A \$750 VALUE)
- TWO BASKETBALL CLINICS
 - SIX OPEN GYMS-TWO IN NOV. / FOUR IN DEC.
 - 8 WEEKENDS OF GAMES PLUS SEASON ENDING TOURNEY
 - TWO PRACTICES A WEEK
 - JR NBA UNIFORMS!
 - AN AMAZING VOLUNTEER COACH

WWW.MENDOCOASTREC.ORG OR CALL: 707-409-0760

COACHES NEEDED-PLEASE CALL MCRPD: FOR MORE INFO!!



BASKETBALL TRAINING CLINICS

REGISTER FOR YOUTH BASKETBALL CLINICS

OCTOBER 27 DECEMBER 15



MENDOCINO COAST RECREATION & PARK DISTRICT



MCRPD Scan Me!

1st-2nd graders-10am-11am
3rd-5th graders-Noon-2pm
6th-8th graders- 2pm-3:30pm
High Schoolers-4pm-6pm

Registration opens
Oct 4th

\$80 for both sessions
Free if you sign up for CYBL
\$40 for one session
for scholarship info: email: info@mcrpd.us
payment programs also available in registration

Get ready for HOOP SEASON with...
Coach Tim Anderson & Company



call for more info: 707-409-0760





SHAPE YOUR
BODY

WITH HIIT FITNESS CLASSES

BY INSTRUCTOR

September 16th-October 28th
Monday Evenings
5:30-6:15pm

Nancy

Register
Now

**\$112 FOR 7-WEEK
SESSION
OR \$20 DROP IN**

At MCRPD STUDIOS 579 South Franklin St
707-409-0760
www.mendocostrec.org



MCRPD Scan Me!

MENDOCINO COAST RECREATION & PARK DISTRICT PRESENTS:



**RHYTHMIC
GYMNASTICS**

TAUGHT BY EXPERT INSTRUCTOR-ELYSE

TRY OUT OUR FREE SESSION

SEPT. 14TH

12PM-1:30PM

AT MCRPD STUDIOS

579 SOUTH FRANKLIN ST.

SIX WEEK SESSION STARTS: 9/21-10/26

SATURDAYS-12:00PM-1:30PM

JOIN NOW



MCRPD Scan Me!



AGES 10-13-ALL LEVELS

WWW.MENDOCOASTREC.ORG CALL FOR MORE INFO @:707-409-0760

**JAPANESE
JUJUTSU**

TRAINING



EVERY FRIDAY NIGHT-
MCRPD STUDIOS -579 S
FRANKLIN ST
4:15PM-5:45PM
\$20 DROP IN OR \$85 FOR 5
CLASSES

MORE INFORMATION
707-409-0760
MENDOCOASTREC.ORG



MENDOCINO TENNIS CLUB & MCRPD PRESENTS:



TENNIS

LESSONS

HIGH SCHOOL AGE
& H.S. HOME SCHOOLERS



FEE \$25

OCTOBER 12TH

AT 10:30AM-12:30PM
FORT BRAGG
MIDDLE SCHOOL
COURTS



**COACH
SETH
FERGUSON!!**

SCHOLARSHIPS AVAILABLE
EMAIL: INFO@MCRPD.US



MCRPD Scan Me!

REGISTER AT:
WWW.MENDOCOASTREC.ORG
OR 707-407-0760




RELAX YOUR

MIND & SOUL



THROUGH STRENGTH & CONNECTION

ACRO YOGA

SESSION DATES 10/8-11/5



- Ages 18 & up
- \$20/ drop in or \$85 for 5 weeks
- Tuesday 6:30-8PM
- MCRPD Studios 579 S. Franklin St, Fort Bragg, CA 95437

REGISTER NOW!!

SCHOLARSHIPS AVAILABLE. EMAIL: INFO@MCRPD.US




Gymnastics

WINTER SESSION I-2024

SEPTEMBER 27TH
REGISTRATION OPENS
ONLINE AT 7:00 AM



CLASSES START IN OCT-DECEMBER

CLASSES OFFERED: KINDER GYM, TINY TOTS, BEGINNING/INTERMEDIATE/ADVANCED/GYMNASTICS, & SILKS!

GO TO THE WEBSITE FOR MORE INFO!
WWW.MENDOCOASTREC.ORG
OR CALL: 707-409-0760

Fitness with NANZ

MENDOCINO COAST RECREATION & PARK DISTRICT

FIND YOUR FIT

October-December 2024 Class dates
Go to - www.mendocoastrec.org to REGISTER or for more info.

THREE AMAZING FITNESS CLASSES TO CHOOSE FROM!

HIIT FUSION- Core training & high intensity fitness
POUND- Combination of conditioning and core work
STRENGTH- strength conditioning through body weight or dumbbells

\$170 for 10 classes
\$85 for 5 classes
Punch cards available!






Coast Youth Basketball League-Registration opens Oct 4th-2024 “early Bird” Special

This basketball program is designed for kids to learn the sport of basketball as well as continue their basketball skills within our practice/league format. We are gauging for these age groups:

1st-2nd graders-COED

3rd-5th graders- GIRLS

3rd-5th graders-BOYS

6th-8th graders- GIRLS

6th-8th graders-BOYS

Note: Athletes will be placed at our “Draft day” during our player assessment dates, where we will be evaluating each child and placing them according onto teams based on evaluations. We will be freezing rosters after the draft. Each athlete will get the following:

- Practices- two times a week
- Games on Saturdays-8 total plus a season ending tourney
- Clinic on October 27th & December 15th 2024
- Two open gyms in Nov. & Four open gyms in December
- Jr. NBA Uniforms
- An amazing VOLUNTEER COACH

Registration ends when age groups are full or January 1st, whichever comes first- (Note: We have scholarships available at: info@mcrpd.us)

Sign up at: Mendocoastrec.org

Call 707-409-0760 for more information.

- **Mandatory Athlete assessment/Evaluation date:** November 17th-2024

1st-2nd graders- 10am-11am- FBHS

3rd-5th graders-GIRLS-12pm-1:00pm

3rd-5th graders- BOYS- -1:30pm-2:30pm

6th-8th grade-Girls & Boys 3-430pm

- **Cost:** \$180 for “Early Bird Special” until Oct 31-the Registration will be \$200
- **Instructor:** Volunteer Coaches (Let us know if you are interested in coaching!)
- **Locations:** Practices at Old Rec Gym, Dana Grey, FBMS, FBHS, Mendo K8
- **Dates for Clinics-Oct. 27th & Dec. 15th**
 - 1st/2nd graders-10am-11am**
 - 3rd-5th graders- 12-2pm**
 - 6th-8th graders- 2-3:30pm**
 - High School 9th-12th- 4-6pm**
- **Dates for Open gym practices: Nov. 8th & Nov. 15th & Dec. 11th & 18th 2024**
- **Dates for practices: Dec. 30th-Feb. 28th-two times a week**
- **Schedule:** Games start on Jan. 11th- Season ending Tourney on March 1st(**All games are on Saturdays at the FBHS Gym**)

COMMERCIAL LEASE PROPOSAL – DRAFT ONLY

This lease is entered into effective January 1, 2025, by and between Mendocino Coast Recreation and Park District MCRPD (hereafter referred to as "Lessor") and Community First Credit Union (hereafter [collectively] referred to as "Lessee"). [The undersigned Lessee hereby represent that they are authorized to enter this lease on behalf of their business entities].

Lessor hereby leases to Lessee the portion of the real property located at 100 Main Street, Fort Bragg, California consisting of 3,150 square feet more or less. This property shall hereafter be called the "leased premises." Delivery of the leased premises is contingent on final permit approval (including certificate of occupancy) from the City of Fort Bragg, and rent will be prorated based on the date of occupancy by Lessee.

Term

1. This lease shall be for a term of 5 years commencing on January 1, 2025 and ending on January 1, 2030. In the event Lessee holds over and continues in possession of the leased premises after expiration of the lease and any extension thereof, Lessee's continued occupancy of the leased premises shall be considered a month-to-month tenancy subject to all of the terms and conditions of this lease.

Rent

2. Lessee agrees to pay to Lessor as rent for the use and occupancy of the leased premises the sum of \$3937.50 per month for the first twelve (12) months. Rent for each succeeding twelve-month period shall be increased annually 2.5%. The rent is payable in advance on or before the first day of each month, commencing on January 1, 2025, at the address specified in this lease for the service of notices on Lessor or at any other place designated by Lessor in a written notice served on Lessee. Lessor requests first months' rent in the sum of \$3937.50. In the event Lessor has not received any monthly rent payment by the 5th of the month, Lessee agrees to pay a ten percent (10%) late charge for any such late payment. In addition, any amount owed by Lessee to Lessor which is not paid when due shall bear interest, as additional rent, at the rate of twelve (12) percent per annum from the due date of such amount. In the event any check offered by Lessee to Lessor in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, Lessee agrees to pay to Lessor a returned check charge in the amount of \$25.00 together with whatever other sums are then due and payable to Lessor.

Security Deposit

3. Upon execution of this lease, Lessee shall deposit with Lessor in addition to the first and last months' rent of \$3937.50, a security deposit in the amount of \$4,000. Lessor will hold this security deposit for the faithful performance by Lessee of their obligations under this lease and for the cleaning and repairing of the leased premises after surrender by Lessee. Lessor agrees to hold the security deposit for Lessee, free from the claim of any creditor of Lessor. Lessor will return to Lessee the full amount of the security deposit within three (3) weeks after Lessee has vacated the leased premises, less any amounts that are reasonably necessary to remedy any defaults in the payment of rent by Lessee, to repair damages to the leased premises caused by Lessee other than ordinary wear and tear, and to clean the leased premises.

Utilities

4. Lessee agrees to pay all charges for electricity, gas, telephone, water, sewer, garbage collection, landscaping services, and all other services used in or on the leased premises during the term of this lease. Lessee shall make payments for the foregoing directly to the utility companies unless otherwise arranged with Lessor.

Use of Leased Premises

5. Lessee agrees that the leased premises are to be used for a Gymnastics Studio and Business Office. Lessee agrees to restrict its use to such purposes and not use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor or Lessor's authorized agent. Lessee agrees not to cause, maintain, or permit any nuisance in, on, or about the leased premises, or commit any waste in or on the leased premises. Lessee shall comply with all local, state and federal laws and regulations and make no use of the premises which would be in violation thereof.

Maintenance by Lessee

6. Lessee agrees the premises are in good condition and repair. Lessee, at Lessee's sole expense, shall maintain the premises in good order and repair. Lessee shall restore the premises to Lessor upon termination in the same condition as at the commencement of this lease, reasonable wear and tear excepted.

Present and Continuing Habitability

7. Lessee has inspected the premises and fixtures, and acknowledges that the leased premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the conditions change so that, in Lessee's opinion, the habitability and rental value of the leased premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

Alterations and Repairs by Lessee

8. Lessor shall remove the servers left by previous tenant. Lessee will remove existing pony walls, cubicles, and terminate the electrical inside the pony walls. Lessor shall examine and inspect the exterior siding that is noticeably damaged and be responsible for any repairs. Lessor shall inspect roof for possible leak and be responsible for any roofing issues. All structural elements, roof, plumbing, foundation issues and repairs shall be the responsibility of the lessor. Lessee shall make no alterations (including but not limited to repairs, painting, renovations, or new construction) to the leased premises without the prior written consent of Lessor. Any alteration made to the leased premises by Lessee after that consent has been given, and any fixtures installed as part of that work (except movable furniture and trade fixtures), shall at Lessor's option become the Lessor's property on the expiration or earlier termination of this lease; provided, however, that Lessor shall have the right to require Lessee to remove any such fixtures at Lessee's cost on termination of this lease. Lessee shall keep the leased premises free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Lessee may remove trade fixtures installed by Lessee at termination of this

lease, but shall pay for any and all repairs necessary for damage to the leased premises occasioned by such removal.

Entry by Lessor

9. Lessor may enter upon the leased premises under the following circumstances:
- (a) In case of emergency.
 - (b) To make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the leased premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
 - (c) If Lessee abandons or surrenders the leased premises.
 - (d) Pursuant to court order.

Lessor will give Lessee reasonable notice of Lessor's intent to enter unless (1) an emergency exists, (2) Lessee has abandoned or surrendered the leased premises, or (3) it is impracticable to do so. Further, Lessor will enter only during normal business hours unless (1) an emergency exists, (2) Lessee has abandoned or surrendered the leased premises, or (3) Lessee consents to the entry.

Locks and Keys

10. Lessee may not change or add any lock to the leased premises without obtaining Lessor's prior written consent and without providing Lessor with a key to the changed or added lock.

Insurance

11. Lessee agrees to procure and maintain in full force and effect during the term of this lease and any extension thereof, at its sole cost and expense, public liability insurance adequate to protect against liability for claims through public use of or arising out of accidents occurring in or about the leased premises in a minimum amount of \$1,000,000.00 for any one incident 2,000,000.00 aggregate and \$50,000.00 for property damages. Lessor shall be named as an additional insured under any such policy. Lessee agrees that if such insurance policies are not kept in full force and effect during the entire term of this lease, and any extension thereof, Lessor may procure the necessary insurance, pay the premium thereof, and that such premium shall be repaid to Lessor as additional rent for the month following the date upon which the premium was paid. Lessee agrees to provide Lessor with a copy of a certificate of insurance within thirty (30) days of the date of the commencement of this lease. Lessee shall also be responsible for maintaining appropriate insurance for its own interest in the leased premises and any property located on the leased premises. Lessee agrees not to use the premises in any manner that will increase risk covered by insurance on the buildings where the leased premises is located, so as to increase the rate of insurance on the leased premises, or to cause cancellation on any insurance policy covering the buildings in which the leased premises are located.

Indemnity and Hold Harmless

12. Lessor shall not be liable for damage claims for injuries or property losses to persons, including Lessee and its agents and employees, from any cause, occurring within the

leased premises. Lessee hereby covenants and agrees to indemnify Lessor and keep Lessor harmless from any and all liability, loss, or other damages, claims, or obligations arising out of or relating to any such injury or loss.

Dangerous Materials

13. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of a fire on the leased premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

Taxes and Assessments

14. Lessee agrees to pay all taxes and assessments on the personal property of Lessee or on any business or trade fixture of Lessee. If there is any increase in real estate taxes over and above those assessed during the year this lease commences, Lessee shall pay to Lessor, on presentation of a copy of such tax bill, the amount equal to the increase upon the land and buildings in which the leased premises are located.

Destruction of the Premises

15. If during the term of this lease the leased premises are totally or partially destroyed, rent shall be abated in proportion to the space unusable during repairs. If repairs cannot be made within sixty (60) days, or if more than twenty-five (25) percent of the replacement value of the leased premises are destroyed, this lease may be terminated by either party.

Assignment and Subletting

16. Lessee shall not assign this lease or sublet all or any portion of the leased premises without the express written consent of Lessor. Lessee would like permission to allow facility use by a third party with lessor listed as additionally insured. Lessor's consent to any such assignment or subletting shall not be arbitrarily or unreasonably withheld. The consent of Lessor to any one assignment or subletting shall not be deemed to be a consent by Lessor to any subsequent assignment or subletting. Any assignment or subletting without Lessor's prior written consent shall be void and shall, at Lessor's option, terminate this lease.

Default by Lessee

17. Any breach by Lessee of a condition, covenant, or provision of this lease will constitute a material breach. For any material breach by Lessee, Lessor may provide Lessee with a written three-day notice that describes the breach and demands that Lessee cure the default (if a cure is possible). If Lessee does not cure the default within the three days, or if a cure is not possible, this lease will be terminated. Any of the following actions shall constitute a default under this lease:

- (a) Use of the leased premises for any purpose other than as authorized in the lease;
- (b) Default in the payment of any rent or other payment due from Lessee to Lessor;

- (c) Abandonment of the leased premises by Lessee, either voluntarily or by operation of law;
- (d) Filing by or against Lessee of a petition in bankruptcy or the appointment of a receiver or a general assignment by Lessee for the benefit of creditors;
- (e) Any other default in the performance of any term, covenant, or condition of this lease.
- (f) The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.

In the event of a default under this lease by Lessee, Lessor shall have the following remedies in addition to any other rights or remedies granted them by law:

- (1) Lessor may enter the premises and take possession thereof and remove all of Lessee's personal property therefrom. Lessor may store the property in a secure public warehouse of his choosing at Lessee's expense.
- (2) After re-entry, the Lessor may terminate the lease on giving five days written notice of such termination to Lessee.
- (3) After re-entry, Lessor may, without terminating the lease, relet the premises, or any part thereof, at such rent and on reasonable commercial terms. Lessor, at their sole option, may apply the rent received from reletting the premises to reducing Lessee's indebtedness to Lessor, to expenses of reletting, and to all alterations and repairs made, to rent due under this lease, and to pay on future rent on this lease as it becomes due.

Condemnation

18. If the leased premises are taken for public use during the term of this lease, this lease shall terminate on the date of taking. Lessor shall receive any and all compensation from such condemnation.

Notices

Lessor: Community First Credit Union

Lessee: Kylie Felicich, District Manager, MCRPD
kfelicich@mcrpd.us
707-409-0760

Waiver

20. The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee.

No delay or omission to exercise any right or remedy by Lessor or Lessee shall be construed as a waiver. No waiver by Lessor of any default by Lessee under this lease shall constitute a waiver of any subsequent default.

Attorneys' Fees

21. If any legal action or proceeding arising out of or relating to this lease is brought by either party to this lease, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Binding on Heirs and Successors

22. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; provided, however, that nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest in it by Lessee.

Time of Essence

23. Time is expressly declared to be of the essence in this lease.

Sole and Only Agreement

24. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the leased premises. Any agreements or representations respecting the leased premises by Lessor or Lessee not expressly set forth in this instrument are null and void.

Severability

25. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Executed on _____ at Fort Bragg, California.

LESSOR

LESSEE

By: _____

By: _____



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

<https://www.city.fortbragg.com/>

October 10, 2024

Mendocino Coast Recreation and Parks District
P.O. Box 532
Fort Bragg, CA 95437

RE: MCRPD Offices at 100 N. Main St.

Mendocino Coast Recreation and Parks Department (MCRPD) reached out to the City to inquire about moving their offices and gymnastics classes to the former PG&E building at 100 N. Main St. As a Recreation and Park District, you are not required to obtain a business license, however, Community Development Department and Public Works staff reviewed the use and capacity of that location as they would for a new business license. We have determined that this is an appropriate use of the building at 100 N. Main St., under the following conditions:

APPROVAL CONDITIONS

- Land Use Designation: Inland Central Business District
“*Studio - Art, dance, martial arts, music, etc.*” **is Permitted By Right** (18.22.030 Table 2-6)
“*Office Business/Service*” **is Permitted By Right** (18.22.030 Table 2-6)
- Parking Requirements: Under ILUDC 18.36.080-C. “*There are no minimum automobile parking requirements for areas within the CBD...*”
- Signage: Signs require a Sign Permit, please contact the Community Development Department to apply.
- Capacity Fees: No increased capacity fees based on the proposed use. The previous use was similar to retail or office space (0.59 edu) and the proposed use can be compared to school less than half the time since most of their classes will be from 3-6 (0.86edu/2=0.43edu). The proposed use is the same, if not less than previous uses.
- Structural modifications may require a building permit, please contact the Community Development Department to apply.

Please reach out if you have any questions

Sincerely,

Maria Flynn
Administrative Assistant
Community Development Department

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MENDOCINO COAST RECREATION AND PARK DISTRICT (MCRPD)
AND INTERWEST CONSULTING GROUP, INC**

This Professional Services Agreement (“Agreement”), is entered into by and between MCRPD, (“Client”) and Interwest Consulting Group, Inc, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). Client and Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, Client is seeking a consultant to perform services listed in Exhibit A – List of Services and Fee Schedule, (“Services”);

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide “Services” to Client using qualified professionals. Consultant will perform work at a level of competency in accordance with industry standards. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant will provide a proposed budget (including total hours/cost) to Client for approval in writing before undertaking any compensated work under this Agreement. For example, if Consultant identifies a potential grant opportunity for Client, it will advise Client how much Consultant would charge to prepare an application for the grant and would proceed with that work only with prior written approval from Client. Consultant will not exceed the approved budget for any authorized work without prior written approval from Client.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between Client and Consultant shall be made in writing which shall specifically designate any changes in compensation for such modified services and be made as a signed and fully executed amendment to the Agreement. No changes shall be binding absent a written Agreement or Agreement amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Client shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Client monthly and provide all necessary supporting documentation. All payments are due to Consultant within thirty (30) days of invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full.

Client may request additional information before accepting the invoice. When additional information is requested Client will identify specific item(s) in dispute and give specific reasons for any request. Undisputed portions of any invoice shall be due within thirty (30) days of Consultants invoice date, if additional information is requested, Client will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the date it is fully executed by both Parties and shall remain in effect through the latter of (i) sixty (60) days after project completion (as defined in Exhibit A attached hereto) and (ii) Consultant's receipt of final payment for Service.

6. TERMINATION

Either party may terminate this Agreement upon ten (10) days written notice, with or without cause. In case of such termination, Consultant shall receive payment for work completed up to and including the date of termination within fifteen (15) days of the termination. Upon receipt of notice of termination, Consultant shall discontinue all services and work in connection with the performance of this Agreement and shall deliver to Client, in electronic and/or other formats all finished and unfinished documents and work product prepared by Consultant under this Agreement. Consultant shall not be responsible or liable in any manner for Client's use of unfinished work product or documents.

7. CLIENT OBLIGATIONS

Client shall timely provide all data information, plans, specifications and other documentation required by Consultant to perform Services at no cost to Consultant, in a timely manner.

8. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Client that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Client's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

9. LIMITS OF LIABILITY

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF CLIENT OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS MINIMUM REQUIRED INSURANCE LIMITS SPECIFIED IN THIS AGREEMENT (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF CLIENT HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

10. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Client, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Client. Consultant may subcontract any or all of the services to its Affiliates without notice to Client. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Client prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

11. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable

to Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision and shall be endorsed to include Client and Client's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Vehicle liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.
- F. Client shall be named as an additional insured on Consultant's insurance coverage
- G. Upon request, Consultant shall submit certificates of insurance to Client.

12. INDEPENDENT CONTRACTOR & THIRD PARTY RELIANCE

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied. It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

13. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Client. All such records, documents, notes, data and other materials shall become the exclusive property of Client when Consultant has been compensated for the same as set forth herein, and Client shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials require for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Client's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Client Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Client will be exported into a CSV file and become property of Client. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Client and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Client.

14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

15. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Client at any time during the term of this Agreement.

16. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

17. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Client shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Client pursuant to this Agreement ("Service Providers"), or who interacted with Client in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Client hires any such employee during the specified period, Client shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

18. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, sent pre-paid first class United States Mail, or delivered by electronic mail to the following addresses:

If to Client:	If to Consultant:
	Paul Meschino, President Interwest Consulting Group, Inc.

	9320 Chesapeake Drive, Suite 208 San Diego, CA 92123 Email: pmeschino@interwestgrp.com
--	--

19. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

20. DISPUTE RESOLUTION & ATTORNEY FEES

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation. The cost thereof shall be borne equally by each Party. In the event of dispute litigation to enforce any of the terms herein, the prevailing Party shall be entitled to recover reasonable attorneys' and Consultants' fees.

21. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

22. GOVERNING LAW AND VENUE

Agreement shall be construed under and governed by the laws of the State of California, excluding the conflict of laws provisions thereof. Any action under this Agreement shall be brought in the state and federal courts serving **jurisdiction of authority** and each Party hereby submits to the jurisdiction of such courts.

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing the Agreement, scanned signatures shall be as valid as the original.

24. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

25. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Name and Title
Interwest Consulting Group, Inc.

Date

Signature

Date

Name and Title
Insert Client

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE/PROPOSAL

DRAFT

SMALL GRANT - SAMPLE SCHEDULE OF FEES		
	Grant Writer	
Hourly Rate	\$155	
TASK	HOURS	TOTAL
1.0 Coordination and Preparation (meetings, information collection, project scoping)	12	\$1,860
2.0 Standard Forms	4	\$620
3.0 Application Narrative	40	\$6,200
4.0 supporting documentation (budget, maps, figures)	16	\$2,480
5.0 Final Review and Application Submittal	6	\$930
6.0 Post Submittal Communications	4	\$620
TOTAL NTE BILLABLE HOURS/COST:	70	\$10,850.00

LARGE/COMPLEX GRANT - SAMPLE SCHEDULE OF FEES			
	Grant Writer	Engineer	
Hourly Rate	\$155	\$200	
TASK	HOURS		TOTAL
1.0 Project Meetings	8	8	\$2,840
2.0 Data Collection and Analysis	16		\$2,480
3.0 Information Collection	12		\$1,860
4.0 Project Scoping	16	16	\$5,680
5.0 Community Outreach	32		\$4,960
6.0 Project Partners and Letters of Support	16		\$2,480
7.0 Standard Forms	8		\$1,240
8.0 Application Narrative	80	8	\$14,000
9.0 Maps and Supporting Graphics	32		\$4,960
10.0 Project Budget and Budget Narrative	24	16	\$6,920
11.0 Benefit-Cost Analysis	32	8	\$6,560
12.0 Final Review and Application Submittal	12	6	\$3,060
13.0 Post Submittal Communications	8		\$1,240
TOTAL NTE BILLABLE HOURS/COST:	244	62	\$50,220.00



A SAFEbuilt COMPANY

www.interwestgrp.com

Grant Services
Building Department Services
Planning and Urban Design
City Engineering
Real Estate
Construction Management
Traffic Engineering and Transportation Planning
Capital Project Delivery
Private Development Services

Project Office

39355 California Street
Suite 200
Fremont, CA 95758
510.796.3003

Mark Riffey
Account Manager
916.742.2454
mriffey@interwestgrp.com

Project Manager:

Helen Maggitti
619.972.7885
hmaggitti@interwestgrp.com

August 28, 2024

Kylie Felicich, District Manager
Mendocino Coast Recreation & Parks District
401 North Harbor Drive
Fort Bragg, CA 95437
Electronic submittal via email: kfelicich@mcrpd.us

Re: Request for Proposals for Grant Writing Services

Dear Selection Committee:

Interwest Consulting Group, Inc. (Interwest) is pleased to present our qualifications to the Mendocino Coast Recreation and Parks District (District) for Grant Writing Services for calendar years 2024 and 2025. We understand you are seeking a consulting to support you with grant proposals/applications to support the District’s recreation activities, programs, events equipment, facility improvements, and possible future projects. Interwest has the experience and capacity to provide District with a full spectrum of services relative to obtaining funding for the current and future programs and projects. We offer the technical and strategic expertise needed to effectively address grant criteria and make an effective assessment of a project’s viability to be successful.

Interwest’s team includes many former public agency officials and others who have written numerous successful grants. The proposed Interwest team members have been specifically selected for their technical expertise and abilities to connect scoping, environmental, engineering, and funding to ensure the streamlined delivery of infrastructure investments. With more than 400 employees in California, in addition to our Grants Team, we also have the ability to call upon the expertise of our urban planners, landscape architects, and engineering experts for environmental, transportation/mobility planning, and other relevant services. Interwest’s team has the knowledge and experience to help the District navigate through the complex funding processes and stay informed of the latest policy developments.

Helen Maggitti, will serve as the **Project Manager and Primary Grant Writer** and be responsible for day-to-day project management. **Mark Riffey** will serve as the **Account Manager and Primary Contact** person for the duration of the contract.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal. We appreciate the opportunity to present our qualifications to the District and look forward to serving your community.

Sincerely,

Paul Meschino, President

Demonstration of Knowledge & Experience

Company Background and

Interwest has 22 years of experience assisting public agencies and offers a diverse scope of community development services.

Interwest understands grant funding is critical in delivering municipal projects. We have the expertise and resources necessary to perform the project scope. We pride ourselves on not just writing grants but securing, administering, and delivering on them. With the changing volume of grant funding and initiatives, it is imperative to write a compelling and competitive story that meets the goals of the grant.

Interwest’s team has successfully secured funding through competitive grants from federal, state, and regional agencies for our clients, allowing them to leverage funding to construct and deliver vital improvements and programs to their community.

Our successful development of federal, state, and regional program grant proposals has enabled the funding of an array of grants to our clients. Our team will provide grant writing and management services to include, but not limited to, the following areas:

- Public Works
- Unhoused Services and Projects
- Mental Health Crisis Response
- Violence Intervention & Prevention
- Public Safety
- City Workforce Development
- Community Development
- Economic Development
- Community Services
- Municipal Planning
- Infrastructure Development & Maintenance
- Parks and Recreation
- Transportation/Highway
- Sustainability/Transit
- GIS Geographic Information System

Office Locations

Interwest has office locations across the state in Irvine, Ontario, Perris, San Diego, Elk Grove, Roseville, Fresno and Fremont. Our parent company, SAFEbuilt, has 14 additional offices across the country to provide support to the needs of this contract.

Company Structure

Our firm was founded on March 12, 2002, as a corporation, and remains that way today. In the interceding years, we acquired several other firms and expanded our capabilities, including NAFFA International (Building Safety) and Vernon Brown (Fire and Life Safety, Fire Engineering) in 2012; Tri-lake Consultants (Public Works and Engineering) in 2018; CPSI (Real Estate) in 2019; and EsGil, BroadSpec, and Kutzmann (all Building Services) in 2020.

Interwest and its subsidiary companies joined the SAFEbuilt family of companies in 2020. By joining SAFEbuilt, a national Community Development Services company, we can fully realize the benefits of being a part of a national brand, including enhanced technology, more scalable systems, and processes designed to improve quality and efficiency for our California clients. Interwest offers a diverse scope of community development services that enables us to serve as a reliable one-source partner, efficiently tackling time-sensitive projects with customized solutions. With the extended capabilities of our parent company, SAFEbuilt, we support a variety of clients with the highest level of service, expertise, and resources to municipalities throughout the nation, including:

- Grant Writing, Management, and Administration
- Building Safety
- Capital Projects
- City Engineering
- Construction Management
- Development Services
- Land Development Design
- Planning & Urban Design
- Right-of-Way & Real Estate
- Traffic Engineering
- Transportation Planning
- Transportation
- Programming Systems

Experience with Rural Communities

Interwest has a proven track record of delivering comprehensive grant writing services tailored to the unique needs of smaller communities. Our team of experienced professionals understands the specific challenges faced by these communities, such as limited access to resources and funding opportunities. We have successfully secured grants for various projects, including infrastructure development, ensuring that rural areas receive the support they need to thrive. Interwest currently serves more than 330 communities across California. Many of these are small, rural communities with limited staff resources.

Our approach is rooted in a deep understanding of the socio-economic dynamics of small, rural communities. We engage closely with local stakeholders to identify their priorities and craft compelling grant proposals that resonate with funding agencies. By leveraging our extensive network

and expertise, we have helped numerous rural organizations obtain critical funding, driving sustainable development and improving the quality of life for residents. Interwest is committed to empowering rural communities through strategic grant writing and dedicated support.

Our team understands that rural communities often face several unique challenges when it comes to grant writing. One major issue is the lack of dedicated grant writing staff. Interwest has the resources, knowledge, and experience to partner with smaller agencies to augment staff. Our team will walk alongside District staff and board members to build capacity for the future by:

Leverage Networks and Partnerships: Our team can help you form collaborations with other like-minded organizations to enhance grant proposals. By pooling resources and expertise, we can help the District create stronger, more compelling applications.

Tailor Proposals to Funders' Priorities: We will conduct thorough research to understand the specific goals and priorities of potential funders and work with you to ensure your project objectives align with these priorities to demonstrate a strong fit.

Planning Ahead: Our approach is to start the grant writing process early and create a detailed timeline. This helps avoid last-minute rushes and ensures all elements of the proposal are thoroughly developed.

Approach to Grant Writing Services

We emphasize upfront research (prior to the grant writing) and review historical data, trends, and policy changes in grant programs. Interwest's Team will review past/current grants the District has received to properly identify potential grants that are most viable and competitive for the District. Research shall include understanding all grant program eligibility information, application submittal requirements, grant portal system requirements, and all specific process details for each grant application.

Grant Proposal Development

Once a potential grant program has been identified, the process to prepare the application starts by conducting additional in-depth research to review the grant program requirements, guidelines, and priorities. This involves preparation of a grant opportunity analysis for the desired District projects or programs to be funded. The analysis will review all aspects of the grant, including but not limited to applicant eligibility, eligible expenditures under the program, timing, evaluation criteria, and alignment with grant priorities. A work plan will be developed outlining the tasks to prepare the application.

The Interwest Team will work with the District to identify District staff, external project partners, and the team

members necessary to develop the grant application. We will work with the District to hold a kick-off meeting and attend check-in meetings as necessary to accomplish the tasks under the work plan. The Interwest Team will evaluate the expected competitiveness of the project seeking funding under the grant program and may provide recommendations to improve the competitiveness, if desired by the District. If a grant program offers pre-application meetings with potential applicants, the Interwest Team will prepare a presentation and/or brief summary of the proposed project and meet with the granting agency representatives and the District.

The Interwest Team will prepare a checklist for the grant application and identify responsible parties for providing the items needed. Missing items will be identified early on to allow time for the development of materials necessary to submit a comprehensive grant package. Any new efforts, such as public engagement, necessary to apply to the grant program will also be identified and Interwest will work with the District to ensure these efforts are aligned with the grant program.

The Interwest Team will compile and develop all relevant project information and exhibits, including project cost estimate, funding plan, narrative, project benefits, and

tables, or photos pertinent to addressing grant program requirements and evaluation criteria and to producing a competitive application. Once the application components have been developed, the Interwest Team will prepare at least two successive iterations of the draft applications for each project, review and incorporate District feedback and prepare a final grant package for submittal. The Interwest Team will attend debriefs for any unsuccessful grant proposals, and we will work with the District to revise the grant funding strategy accordingly to optimize future grant funding opportunities.

Grant Management

The Interwest Team will provide grant management services which fully comply with the agency administering the grant and the District guidelines, including execution of all grant agreements and support to scale projects plan to take full advantage of the funding. The Interwest Team will prepare grant reporting materials, such as invoices with all necessary backup documentation in compliance with the grant administrator and the District standards, progress reports, and a final project report. We will establish processes and procedures to provide regular updates to the District and grant awardees (if applicable), and submit all necessary paperwork with required backup documentation.

The Interwest Team will assist the District with providing all requested monthly reports associated with grant funding. We will summarize the activities undertaken during the previous month and provide a status report monthly.

Grant Administration

Interwest follows a comprehensive approach to grant administration that begins with a thorough initial assessment of grant funded projects or programs. We set up a step-by-step process and workflow to make sure key milestones are met. We coordinate and track progress on grants to ensure compliance. Interwest offers assistance in various aspects of grant management, including conducting staff orientation on grant compliance and deliverables, establishing grant projects across departments, setting up necessary data retention reporting forms and spreadsheets, completing quarterly and annual reporting submissions, overseeing labor compliance, and taking any necessary actions to ensure the District remains in compliance with grant requirements.

Qualifications of Key Staff

We provide the technical and strategic experience required to effectively address grant criteria and analyze a project's viability for success. As previously stated, our team includes many former public agency officials and others on our team who have submitted multiple successful grants. We work together to collaborate and share expertise and will utilize the personnel listed below.

Our team of professionals has extensive career expertise in their respective specialties. Our local knowledge, in combination with our depth of experience, translates into better, more consistent decision-making. Mindful of the page restriction of the RFP we have provided brief biographies of our key staff below; however, we have a much deeper pool of resources to draw from for technical assistance as projects develop and grant opportunities are identified. Complete résumés of our staff can be provided upon request.

Helen Maggitti, Project Manager, will have primary responsibility for this service, overseeing the day-to-day project management. Helen brings nearly four years of

encompassing the entire grant process—from research to submittal to post-award administration. Her proficiency extends to the development of project scopes, site plans, and cross-sections, as well as community outreach, including the creation of impactful flyer's, resources, and surveys. She has helped local agencies across California secure over \$47 million in project funding, a testament to her strategic approach and proven track record. While her proficiency spans various subjects, Helen has honed her specialization in transportation planning grants, demonstrating a depth of knowledge and insight that consistently delivers results.

Vicki Placide-Pickard, Planning & Grant Administrator, is an experienced Community Development professional with a demonstrated history of working in the government administration industry and is skilled in federal grant administration, neighborhood planning, strategic planning, economic development, policy analysis, intergovernmental affairs, community outreach, grant management, and non-

profit management. She provides the team with true and tested insight into what communities and cities across the U.S. need and envision for their population. Vicki's expertise and assistance can be called upon whenever needed.

Sandra Villard, Grant Coordinator, has over 10 years of public sector experience in Community Development. She specializes in Affordable Housing programs, managing and administering federal, state, and locally funded grant programs.

Richard Smeaton, AICP, Principal Planner, has been providing professional planning services for more than 25 years. He has worked almost exclusively with public agencies as a staff member, contract planner, and as a consultant. Richard is a skilled Principal Planner who brings a wealth of experience in all aspects of urban planning and community development. His background and experience have afforded him the skills and sensitivity to complete projects on time and on budget.

Theron Roschen, PE, Principal Engineer, brings established relationships and accomplishments from his 23-year career with the Sacramento County Department of Transportation (SACDOT), where he was the Chief Engineer. Theron directed the design of various transportation infrastructure projects and exercised overall direction and supervision of the engineering staff, landscape architects, and technicians delivering up to 60 active projects during his tenure. He knows multiple local, federal, and state funding program sources, application requirements, and delivery procedures through Caltrans Local Assistance. Recently, he has led and administered grants totaling \$75M for Stanislaus County, including: BUILD, TCEP, HSIP, FRA Grade Separation, Section 190, CalRecycle, and LPP.

Gianno Feoli, ASLA, Director of Landscape Architecture Services, has over 20 years of experience in projects that bridge visioning, planning, and site improvements. His experience has encompassed a wide array of project types with expertise in connectivity plans, streetscapes and urban interventions, park design, and form-based urban design; and constructed over 24 passive and active parks of varying sizes. His leadership in project excellence in devising implementable design solutions has earned several distinguished, professional design awards.

Steven Tyler, ISA, Certified Arborist, has an extensive background in public works management, leadership, and streets, parks, and building operations and maintenance. Steven is up-to-date on current National Pollutant Discharge Elimination System (NPDES) guidelines and goals, as well as current Hazardous Materials handling and storage regulations and implementation. As a leader, Steven has served as past chairperson of the San Mateo County STOPP program Municipal Maintenance Subcommittee and eight years as a City representative to the Technical Advisory Committees (TAC), and for the past ten years, he has served on the Board of Directors of the Maintenance Superintendents Association Bay Area Chapter.

Examples of Successful Grant Applications

Interwest's Grants Team has successfully applied for and been awarded nearly \$225 million in funding over the past four years. Below is just a sampling of successful grants our team has spearheaded related to the needs of the District. We would be honored to provide a more detailed list upon request.

Client	Project Year	Project Description	Funding Program	Grant Amount	Interwest's Role		
					Grant Research	Application Preparation	Grant Administration
City of Newark, CA	2021	Throton Avenue Bicycle and Pedestrian Safety Project	FHWA/Caltrans Federal Lands Access Program (FLAP)	\$5,404,455	✓	✓	
City of Gridley, CA	2022	Gridley MVP Program	California State Parks Outdoor Equity Grants Program	\$272,651	✓	✓	✓
City of Briggs, CA	2021	Family Park and Rio Bonito Rehabilitation	California State Parks Per Capita Program	\$177,952	✓	✓	✓
City of Gridley, CA	2021	Manuel Vierra Park Tennis Court Rehabilitation	California State Parks Per Capita Program	\$177,952	✓	✓	✓
City of Williams, CA	2021	Venice Park Old Gym Rehabilitation	California State Parks Per Capita Program	\$177,952	✓	✓	✓
City of Gridley, CA	2022	Gridley Sports Complex	California State Parks Rural Recreation and Tourism Grant (RRT)	\$3,000,000	✓	✓	
City of Stockton, CA	2022	Downtown Weber Avenue Bike and Pedestrian Connectivity		\$9,427,000	✓	✓	
City of Greenfield, CA	2021	City of Greenfield Recreation Center and Park	California State Parks Statewide Parks Program	\$8,500,000	✓	✓	
City of Palm Desert, CA	2023	North Sphere Regional Park Design	Coachella Valley Mountain Conservancy Climate Resilience and Community Access (CRCA) Program	\$400,000	✓	✓	
City of Roseville	2023	Dry Creek Greenway East Multi-Use Trail Phase 2	Sacramento Area Council of Governments Active Transportation Program	\$6,000,000	✓	✓	
City of San Carlos	2021	Holly Street/US 101 Pedestrian Overcrossing	San Mateo County Transportation Authority SMCTA Measure A Program	\$10,250,000	✓	✓	
City of Oxnard	2022	Accessible Pedestrian Enhancement Projects	Ventura County Transportation Commission	\$3,498,825	✓	✓	

Grant Application Excerpt

The following is an excerpt from a recent grant application completed for the City of Greenfield, California for the development of a recreation center and public park. It demonstrates our ability to quantify the needs of a community and secure funding from the State of California State Parks Department.

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

A. What CHALLENGES are present within the community that contributes to the need for the PROJECT?

Challenge	Description of the Challenge
<p>Low Socioeconomic Status (SES)</p>	<p>The City of Greenfield is a small rural city of 17,648 residents. The community of Greenfield is a predominately blue-collar community whose residents primarily work in the agricultural industry. The median household income (MHI) is \$50,553 (U.S. Census, 2018) which aligns with the income in the Community Factfinder Report MHI at \$49,526. The percentage of people in poverty stands at 18.2% which is higher than the state average of 13.3%. Educational attainment in Greenfield is significantly lower than the state average. For example, only 4.1% of the entire Greenfield population has a bachelor’s degree or higher compared to the state average of 32.6%. Research has demonstrated that individuals with at least a bachelor’s degree can expect to earn 66% more than a person with only a high school education¹. In Greenfield, only 47.9% of the entire population is a high school graduate or higher compared to the state average of 82.5%. Low SES is further evidenced by the Free or Reduced Priced Meal (FRPM) program recipient rates. Cesar Chavez Elementary is the nearest school to the Project Site at 0.2 miles away with 81.3% of the school on the FRPM program. The second nearest school is Mary Chapa Academy which is located 0.9 miles away from the Project Site and has a FRPM of 91.9%. Due to the lower SES in Greenfield, residents do not have discretionary income to participate in premium leisure activities such as amusement parks or participating in recreational sports such as skiing, snowboarding, scuba diving, horseback riding, or boating and sailing, etc. Thus, having a park with additional recreational features, allows local residents to enjoy the outdoors at no additional cost to them.</p>
<p>Graffiti and Vandalism</p>	<p>Currently, there has been ongoing graffiti and vandalism at Greenfield Community Park, particularly at the tennis court. The tennis court is underutilized at the park and attracts vandalism to the site. The vandalism increased to</p>

¹ From <https://trends.collegeboard.org/education-pays/figures-tables/lifetime-earnings-education-level>

	<p>a point that the Police Department was looking to install a surveillance system to catch vandals. Such types of vandalism at Greenfield Community Park is a symptom of a bigger community challenge that currently exists in Greenfield. According to data available from the Greenfield Police Department², there have been incidences of property crime and theft directly across the street from Greenfield Community Park since January 1, 2018.</p> <p>Youth are vulnerable to engaging in deviant activities immediately after school hours. According to a publication by the National Recreation and Parks Association³, the majority of juvenile offenses occur between 2:00pm and 5:00pm. The report also indicated that while a majority of offenses take place at home, other sites such as highways/roads/alleys, department/discount stores, schools/colleges and elementary/secondary schools are vulnerable to becoming sites for criminal activity.</p> <p>Since Greenfield is a predominately blue-collar agricultural community, with parents who work outside the home in nearby agricultural communities such as Soledad and Salinas, youth are left by themselves during the critical after school hours. City staff have indicated that some youth will travel by foot to Patriot Park from the Greenfield Community Park area to engage in after school recreational programs. Having to travel at least 2 miles to engage in after school activities only makes youth more susceptible to being deterred to engage in unlawful activities. The City of Greenfield also has a significant youth population.</p> <p>According to 2018 U.S. Census Population Estimates⁴, out of the estimated 17,648 people in Greenfield, 35.1% of the total population is under 18 years of age. With over a third of the entire city population under 18 years old, having recreational and educational programs for youth is necessary to ensure youth have available facilities and amenities to stay busy during the critical after school hours as well as the summer months.</p>
--	---

² From Crimereports.com, January 1, 2018-August 1, 2019, accessed August 1, 2019.

³ From *The Benefits of Recreational Programming on Juvenile Crime Reduction: A Review of Literature and Data (2014)* published by National Recreation and Parks Association. Accessed on July 30, 2019 <https://www.parksforcalifornia.org/data/library/Benefits%20of%20Recreational%20Programming%20on%20Juvenile%20Crime%20Reduction.pdf>

⁴ From *Greenfield Quick Facts*, U.S. Census Population Estimates July 1, 2018. <https://www.census.gov/quickfacts/fact/table/greenfieldcitycalifornia/PST045218>

References

At Interwest, we believe that client satisfaction and repeat business with our clients are the ultimate indicators of our firm’s success. We encourage you to contact the references to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations.

Town of Atherton, CA

George Rodericks, City Manager

drodericks@ci.atherton.ca.us | 650.752.0504

City of Hayward, CA

Laura Simpson, Development Services Director

laura.simpson@hayward-ca.gov | 510.583.5552

Reference for Helen Maggitti - Work Completed with Prior Employer

City of Greenfield, CA

Paul Muga, Community Development Director

pmuga@ci.greenfield.ca.us | 414.543.5500

Pricing

Interwest will provide all services as requested on an hourly basis using the rate schedule below.

CLASSIFICATION	HOURLY BILLING RATE
Grant Manager	\$165
Grant Writer	\$155
Management Analyst II.....	\$125
Management Analyst I.....	\$115
Senior Administrative Support	\$115
Administrative Support III.....	\$100
Administrative Support II.....	\$90
Administrative Support I.....	\$75
Planning Manager.....	\$200
Principal Planner	\$180
Senior Planner.....	\$165
Associate Planner	\$135
Assistant Planner.....	\$110
Planning Technician	\$90
.....	\$200
Transportation Engineer	\$210
Certified Arborist.....	\$160

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

POLICY TITLE: Records Retention
POLICY NUMBER: 2145

2145.1 The purpose of this policy is to: provide guidelines to staff regarding the retention or disposal of District records; provide for the identification, maintenance, safeguarding, and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and, ensure compliance with legal and regulatory requirements.

2145.2 Vital and important records, regardless of recording media, are those having legal, financial, operational, or historical value to the District.

2145.3 The General Manager is authorized by the Board of Directors to interpret and implement this policy, and to cause to be destroyed any or all such records, papers, and documents that meet the qualifications governing the retention and disposal of records, specified below and under applicable law, after consultation with the General Counsel.

2145.4 Pursuant to the provisions of Government Code §§ 60200 through 60204, and the guidelines prepared by the State Controller's office and the Controller's Advisory Committee for Special Districts, the following qualifications will govern the retention and disposal of records of the District.

2145.4.1 Duplicate records, papers, and documents may be destroyed at any time without Board authorization, advice of the General Counsel, or copying to photographic or electronic media.

2145.4.2 Originals of records, papers, and documents more than two years old that were prepared or received in any manner other than pursuant to State or Federal statute may be destroyed without the necessity of copying to photographic or electronic media except for permanent records of the District, as defined in this policy and under applicable law

2145.4.3 In no instance shall records, papers, or documents be destroyed where there is a continuing need for such records for such matters as pending litigation, special projects, etc.

2145.4.4 Records, papers, or documents which are not expressly required by law to be filed and preserved may be destroyed if all of the following conditions are met:

2145.4.4.1 The record, paper, or document is photographed, micro-photographed, reproduced on film of a type approved for permanent photographic records by the National Institute of Standards and Technology of the U.S. Department of Commerce, or copied to an approved electronic media;

2145.4.4.2 The device used to reproduce such record, paper, or document on film, or retrieves and prints the document from the electronic media, is one which accurately reproduces the original thereof in all details; and,

2145.4.4.3 The photographs, micro-photographs, or other reproductions on film are placed in conveniently accessible files and provisions are made for preserving, examining, and using the same, together with documents stored via electronic media.

2145.4.5 Any accounting record except the journals and ledgers which are more than five years old and which were prepared or received in any manner other than pursuant to State statute may be authorized for destruction, provided that:

2145.4.5.1 There is no continuing need for said record, i.e., long-term transactions, special projects, pending litigations, etc., and;

2145.4.5.2 There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;

2145.4.5.3 Said audit report or reports were prepared pursuant to procedures outlined in Government Code section 26909 and other State or Federal audit requirements, and that;

2145.4.5.4 Said audit(s) contain the expression of an unqualified opinion.

2145.4.6 Any accounting record created for a specific event or action may be destroyed upon authorization and five years after said event or action has in all respects terminated. Any source document detailed in a register, journal, ledger or statement may be authorized for destruction five years from the end of the fiscal period to which it applies. The following may be destroyed at any time without Board authorization or consultation with the General Counsel:

2145.4.6.1 Duplicated (original-subject to aforementioned requirements).

2145.4.6.2 Rough drafts, notes or working papers (except audit).

2145.4.6.3 Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files.

2145.4.7 All payroll and personnel records shall be retained indefinitely. Originals may, upon authorization, be destroyed after seven years' retention provided said records have been microfilmed or otherwise electronically duplicated and qualify for destruction in accordance with section 2145.4, above. Payroll and personnel records include the following:

2145.4.7.1 Accident reports, injury claims and settlements.

2145.4.7.2 Medical histories.

2145.4.7.3 Injury frequency charts.

2145.4.7.4 Applications, changes and terminations of employees.

2145.4.7.6 Time cards.

2145.4.7.7 Classification specifications (job descriptions).

2145.4.7.8 Performance evaluation forms.

2145.4.7.9 Earning records and summaries.

2145.4.7.10 Retirements.

2145.4.8 Records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc., after issuance or execution may be destroyed if microfilmed or otherwise electronically duplicated as provided for in section 2145.4.4, above. Terms and conditions of bonds, warrants, and other long-term agreements should be retained until final payment, and thereafter may be destroyed in less than 10 years if microfilmed or otherwise electronically duplicated as provided for in section 2145.4.4, above. Paid bonds, warrant certificates, and interest coupons may be destroyed after six months if detailed payment records are kept for 10 years.

2145.5 Minutes of the meetings of the Board of Directors shall be retained indefinitely in their original form. However, meeting minutes may, upon the General Manager's authorization, be destroyed if they are microfilmed or otherwise electronically duplicated as provided for in section 2145.4.4, above. Recording tapes (or other media) of Board meetings will be kept for a period of two years from the date of the recorded meeting, after which they will be destroyed.

2145.6 Construction records, such as bids, correspondence, change orders, etc., shall not be kept in excess of seven years unless they pertain to a project which includes a guarantee or grant and, in that event, they shall be kept for the life of the guarantee or grant plus seven years. As-built plans for any public facility or works shall be retained as long as said facility is in existence.

2145.7 Contracts should be retained for their lives plus seven years. Any unaccepted bid or proposal for the construction or installation of any building, structure or other public work which is more than two years old may be destroyed.

2145.8 Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer owned by the District.

2145.9 For records existing in paper form, retention periods apply to the original paper copy only. Drafts (i.e., initial or preliminary versions) may be disposed of at any time. Duplicate copies and electronic copies may be disposed of at any time at the discretion of the District's management, unless the original has been lost. Electronic records will be retained as if they were paper documents. Therefore, any electronic files, including emails that fall into one of the document types in this Policy will be maintained for the appropriate amount of time.

2145.10 Confidentiality. The District is committed to ensuring the security and confidentiality of all records within its custody or control containing personal, confidential, or proprietary information. When such records are due to be destroyed under this Policy, they will be shredded, erased, or otherwise modified or destroyed to make them unreadable or undecipherable through any means.

2145.11 Exceptions.

2145.11.1 Legal Requirements. To the extent that any Applicable Laws exceed the retention periods in this Policy, the Applicable Laws will control.

2145.11.2 Legal Hold. All Records required to be retained due to pending or threatened litigation or investigation shall be retained for so long as the legal hold is active.

2145.11.3 Contractual Requirements. To the extent that contractual records retention requirements exceed the retention periods in this Policy, or specify the retention of Records not listed in the Policy, the contractual requirements will control. No originals of Records related to open contracts and subject to contractual retention requirements may be destroyed without the approval of the General Manager, who will consult with other District personnel as necessary.

Appendix A
Definitions for Records Retention and Disposal Policy

1. AUTHORIZATION. Approval from the General Manager, as authorized by the District's Board of Directors.
2. ACCOUNTING RECORDS. Include but are not limited to the following:
 - a. SOURCE DOCUMENTS
 - (1) Invoices
 - (2) Warrants
 - (3) Requisitions/Purchase Orders (attached to invoices)
 - (4) Cash Receipts
 - (5) Claims (attached to warrants in place of invoices)
 - (6) Bank Statements
 - (7) Bank Deposits
 - (8) Checks
 - (9) Bills
 - (10) Various accounting authorizations taken from Board minutes, resolutions or contracts
 - b. JOURNALS
 - (1) Cash Receipts
 - (2) Accounts Receivable or Payable Register
 - (3) Check or Warrant (payables)
 - (4) General Journal
 - (5) Payroll Journal
 - c. LEDGERS
 - (1) Expenditure
 - (2) Revenue
 - (3) Accounts Payable or Receivable Ledger
 - (4) Construction
 - (5) General Ledger
 - (6) Assets/Depreciation
 - d. TRIAL BALANCE
 - e. STATEMENTS (Interim or Certified - Individual or All Fund)
 - (1) Balance Sheet
 - (2) Analysis of Changes in Available Fund Balance
 - (3) Cash Receipts and Disbursements
 - (4) Inventory of Fixed Assets (Purchasing)
 - f. JOURNAL ENTRIES

g. PAYROLL and PERSONNEL RECORDS include but are not limited to the following:

- (1) Accident reports, injury claims and settlements
- (2) Applications, changes or terminations of employees
- (3) Earnings records and summaries
- (4) Fidelity Bonds
- (5) Garnishments
- (6) Insurance records of employees
- (7) Job Descriptions
- (8) Medical Histories
- (9) Retirements
- (10) Time Cards

h. OTHER

- (1) Inventory Records (Purchasing)
- (2) Capital Asset Records (Purchasing)
- (3) Depreciation Schedule
- (4) Cost Accounting Records

3. LIFE. The inclusive or operational or valid dates of a document.

4. RECORD. Any "writing" as defined in government Code section 6252(f), which includes: means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored that is issued by or received in a department, and maintained and used as information in the conduct of its operations.

5. RECORD COPY. The District copy of a document or file.

6. RECORD SERIES. A group of records, generally filed together, and having the same reference and retention value.

7. RECORDS CENTER. The site selected for storage of inactive records.

8. RECORDS DISPOSAL. The planning for and/or the physical operation involved in the transfer of records to the Records Center, or the authorized destruction of records pursuant to the approved Records Retention Schedule.

9. RECORDS RETENTION SCHEDULE. The consolidated, approved schedule list of all District records which timetables the life and disposal of all records.

10. RETENTION CODE. Abbreviation of retention action which appears on the retention schedule.

11. VITAL RECORDS. Records which, because of the information they contain, are essential to one or all of the following:

- a. The resumption and/or continuation of operations;
- c. The fulfillment of obligations to bondholders, customers, and employees.

Vital records include but are not limited to the following [detail the records structure of the District, stating the retention time for each class of records. Those times can be drawn from the recommendations of the Secretary of State (<http://archives.cdn.sos.ca.gov/local-gov-program/pdf/records-management-8.pdf>) or developed with the advice of legal counsel, as there are many laws governing records retention]:

(1)	Agreements	(19)	Facility improvement plans
(2)	Annexations and detachments	(20)	Improvement districts
(3)	As-built drawings	(21)	Individual water rights
(4)	Audits	(22)	Individual claims/settlements
(5)	Contract drawings	(22)	Inventory
(6)	Customer statements	(24)	Journal vouchers
(7)	Deeds	(25)	Ledgers
(8)	Depreciation schedule	(26)	Licenses & permits (to operate)
(9)	Disposal of surplus & excess property	(27)	Loans & grants
(10)	Disposal of scrap materials	(28)	Maps
(11)	District insurance records	(29)	Minutes of Board meetings
(12)	District water rights	(30)	Payroll register
(13)	Employee accident reports, injury claims & settlements	(31)	Policies, Rules & Regulations
(14)	Employee earning records	(32)	Purchase orders & requisitions
(15)	Employee fidelity bonds	(33)	Restricted materials permits
(16)	Employee insurance records	(34)	Rights of ways & easements
(17)	Encroachment permits (by others)	(35)	Spray permits
(18)	Encroachment permits	(36)	Statements of Economic Interest
		(37)	

(38)

(39)

(40)

(41)

Appendix B
Records Retention & Storage Summary

Group No.	Title or Description	Original	Duplicate	Retention Periods		
				Office	Record Center	Retain or Destroy
1		X		2 yrs.	OP	ES
2	Records required to be kept permanently by statute.	X		2 yrs.	OP	ES
3	Minutes, ordinances & resolutions of Board.	X		2 yrs.	OP	ES
4	Documents with lasting historical, administrative, legal, fiscal, or research value.	X		2 yrs.	OP	ES
5	Correspondence, operational reports and information upon which District policy has been established.	X		2 yrs.	10 yrs.	12 yrs.
6	Duplicates of 5, above, when retention is necessary for reference.	X		2 yrs.		2 yrs.
7	Records requiring retention for more than five years, but no more than 15 years by statute or administrative value.	X		2 yrs.	13 yrs.	15 yrs.
8	Duplicates needed for administrative purposes for five to 15 years.		X	2 yrs.	13 yrs.	15 yrs.
9	All other original District records, or instruments, books or papers that are considered public documents not included in Groups 1 through 8.	X		2 yrs.	1 yr.	3 yrs.
10	Duplicates and other documents not public records required to be maintained for administrative purposes.	X	X	2 yrs.	3 yrs.	5 yrs.
11			X	3 yrs.		3

	Duplicate records requiring retention for administrative purposes such as reference material for making up budgets, planning and programming.					
12	Reference files (copies of documents which duplicate the record copies filed elsewhere in the District; documents which require no action and are non-record; rough drafts, notes, and similar working papers accumulated in preparation of a communication, study or other document, and cards, listings, indexes and other papers used for controlling work).		X	1 yr.		1 yr.
13	Transitory files, including letters of transmittal (when not a public record), suspense copies when reply has been received, routine requests for information and publication, tracer letters, and other duplicate copies no longer needed.	X	X	3 mos.		3 mos.
14	Original documents disposable upon occurrence of an event or an action (i.e., audit, job completion, completion of contract, etc.) or upon obsolescence, supersession, revocation.	X		2 yrs.	3 yrs.	5 yrs.
15	Policy files and reference sets of publications.		X	I		I
16	Duplicates or non-record documents required for administrative needs but destroyable on occurrence of an event or an action.		X	I		I

OP = Original or photographic copy.

ES = May be destroyed if stored in electronic media.

I = Indefinitely

REGULAR BOARD OF DIRECTORS MEETING
Mendocino Coast Recreation and Park District
MCRPD DISTRICT OFFICE
401 N Harbor Drive, Fort Bragg CA 95437
Wednesday, September 18, 2024
5:30 P.M. REGULAR MEETING

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

1.0 CALL TO ORDER

Call to order and roll call

5:30PM In attendance: Board -Barbara Burkey, Dave Shpak, Criag Comen, John Huff, Staff: Jamie Campione, Kylie Felicich, Jen Saunders, Legal on Zoom – Osa Wolff. Public members also attended.

2.0 APPROVAL AND ADOPTION OF AGENDA

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

Board motions to approve agenda.

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 Business Manager Jamie Campione

Staff reports on additional information regarding partnerships with Regional Center & Match Disability Services – MCRPD is working on proving aids for participants, and more accessible programing.

5.0 OTHER REPORTS:

5.1 Friends of MCRPD – *Working on scholarships for Basketball and Gymnastics.*

5.2 South Coast – *Working on growth, plans continue for upcoming horseshoe tourney*

5.3 Mendocino Coast Botanical Gardens – *working on upcoming board retreat, and investments*

5.4 Personnel Committee – *No meeting*

5.5 District Services Committee – *No meeting*

5.6 Finance Committee – *No meeting*

5.7 Board of Directors - *Woking on clear expectation for board decision making process*

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 (limit of 3 minutes per person per item). 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. Please refer to the District's Bylaws and Rosenberg's Rules of Order for more information.

6.0 DISCUSSION / ACTION

6.1 Update and discussion on Second Grade Swim Program

After discussion it has been confirmed that confirmed that CV Starr is now responsible for the Aquathon.

6.2 Review MCRPD's current Bylaws and consider directing the District Services Committee to work with staff to develop any recommended Bylaws revisions for future consideration by the full Board.

After discussion Board would like to staff to make suggestions on bylaws and in 2025, the district services committee with work on updates.

6.3 Receive and discuss brief oral report by District General Counsel regarding Brown Act rules applicable to potential Board Member participation in meetings via Zoom and provide any related direction

Legal Counsel gives presentation on Brown Act, transparency, and teleconferencing options.

6.4 Bower Park operating and maintenance; Discuss and summarize the history for Mendocino County's Bower Park and potential role for the District in the future. This item was proposed by Board Member Shpak for full board discussion. Pending that discussion, staff have not dedicated significant time/energy to researching the relevant background or options

MCRPD will continue discussions with the county and BOS gather information and build relationships as the project progresses.

6.5 Consider a District wide delivery of services: Discussion of our District and what is required to service the entire geography. This item was proposed by Board Member Shpak for full board discussion. Pending that discussion, staff have not dedicated significant time/energy to researching the relevant background or options.

After discussion, MCRPD will reach out to LAFCO and ask for the possibility objective review of services.

6.6 Consider forming an ad hoc committee from the Board to work with staff on on-going discussions with the City of Fort Bragg, including possibly attending meetings with City representatives.

After discussion board determines there should ne an ADHOC committee – about ongoing communication and relationship building with the City of Fort Bragg. Dave Shpak motions, Craig Comen 2nds, unanimous decision by BB, DS, CC, JH to form ADHOC

6.7 2022/2023 Audit from JJACPA, Inc. – review and consider final draft

The board states the have no problem with the findings in the audit. Craig Comen motions to accept audit, Dave Shpak seconds, unanimous vote by all to accept 2022/2023 Audit.

6.8 Proposal for Grant Writer Engagement – Interwest Group

Staff reports the District received 7 responses to the RFP. Interwest has great services to offer. District will move forward on working with Interwest.

– No Vote needed.

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
06/19/24 - APPROVED

7.2 Approval of minutes for Finance Committee Meeting Minutes
06/19/24 - APPROVED

8.0 CLOSED SESSION

- 8.1 Open session identification of closed session items
- 8.2 Receive any public comment on closed session items

PUBLIC EMPLOYEE EVALUATION – DISTRICT MANAGER: Pursuant to Government code 54957, performance evaluation of Kylie Felicich, District Manager

- 8.3 Open session report re: closed session (if required by Brown Act)

8.0 ADJOURNMENT

Next MCRPD Regular Board of Directors Meeting will be held on October 16, 2024, MCRPD District Office – 401 N Harbor Dr, Fort Bragg CA 95437

Meeting Adjourned at 7:40PM

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. Written public comments can be submitted to the District prior to the meeting by emailing board-admin@mcrpd.us.

Written comments received by email prior to 3 pm on the day of the meeting and any other supplemental materials will be forwarded to the Board prior to the meeting, made a part of the public record, and be available for public review at this [LINK](#)



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

Finance Committee Meeting Agenda
Mendocino Coast Recreation and Park District
MCRPD DISTRICT OFFICE
401 N Harbor Drive, Fort Bragg CA 95437
Wednesday, September 18, 2024
4:00 P.M. COMMITTEE MEETING

MINUTES

1.0 CALL TO ORDER

Call to order and roll call

4:02 Call to order / In attendance: Board: Barbara Burkey, Dave Shpak / Staff: Kylie Felicich, Jamie Campione / CSDA: Rick Wood on Zoom. / No Public.

2.0 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).

3.0 INFORMATION/DISCUSSION

3.1 Review Closing Reports for Fiscal Year 2023/2024

3.2 Review Current Reports from August 31, 2024

District notes 23-24 Audit will happen in December. Many programs are growing. Q1 is expensive because of startup costs. Rick Wood notes that District can record and pay for audit now. New account is working great with District. Net position has grown in 9 months, Rick Wood will work with District to add in variance so we can track and compare years.

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 (limit of 3 minutes per person per item). 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. Please refer to the District's Bylaws and Rosenberg's Rules of Order for more information.

4.0 ADJOURNMENT

Next MCRPD Regular Board of Directors Meeting will be held on September 18, 2024, MCRPD District Office – 401 N Harbor Dr, Fort Bragg CA 95437

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 committee agendas are posted at least 48 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. Written public comments can be submitted to the District prior to the meeting by emailing board-admin@mcrpd.us. Written comments received by email prior to 3 pm on the day of the meeting and any other supplemental materials will be forwarded to the Board prior to the meeting, made a part of the public record, and be available for public review at this [LINK](#)