



**SPECIAL MCRPD BOARD OF DIRECTORS MEETING**  
**CV Starr Community Center**  
**300 South Lincoln Street**  
**Fort Bragg, CA. 95437**  
**Tuesday January 25, 2022**  
**4:00 pm**

**AGENDA**

**PLEASE TAKE NOTICE**

DUE TO THE PROVISION OF THE GOVERNORS EXECUTIVE ORDERS N-25-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, THE MCRPD BOARD WILL BE PARTICIPATING BY TELECONFERENCE IN THE SPECIAL BOARD MEETING SCHEDULED FOR JANUARY 25 2022

In compliance with the Shelter -in-Place Orders of the County and State, this meeting will be closed to the public. The meeting will be accessible to the public via the following URL and sign in code.

URL: <https://us02web.zoom.us/j/87057712579?pwd=NWFjeitvRGltV2cyc2dDK3p5eWpmZz09>

- The meeting ID: 870 5771 2579
- Password: 357606
- People who are calling in: Audio conferencing participant will need to call (415) 762-9988 or (646) 568-7788 and follow the verbal direction.

Public Comment regarding matters on the Special Board of Directors Meeting Agenda be made by attendees at the teleconference meeting or may be made written and sent to Carly Wells, MCRPD/CVSCC Administrative Supervisor: [cwells@mcrpd.us](mailto:cwells@mcrpd.us) at any time prior to the scheduled meeting. Written comments may also be delivered by using the USPS to 300 S Lincoln St Fort Bragg CA 95437. All comments received prior and during the meeting will be read aloud. The Board is prohibited from discussion or acting on matters not on the agenda but may briefly respond or ask a question for clarification (Government Code 54954.2). The District appreciates your patience and willingness to protect the health and wellness of our community. If you have any questions regarding this meeting, please contact the Administrative Supervisor by phone at (707) 964-9446 Ext. 106 or by email at [cwells@mcrpd.us](mailto:cwells@mcrpd.us).

**1.0. CALL TO ORDER**

Call to order

**2.0 APPROVAL AND ADOPTION OF AGENDA**

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

**3.0 PUBLIC PARTICIPATION, NON-AGENDA ITEMS**

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

## **4.0 DISCUSSION/ACTION ITEMS**

### 4.1 Indemnification Agreement

## **ADJOURNMENT**

### **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 Moneque Wooden, District Administrator, 300 South Lincoln St., Fort Bragg, CA 95437.

*PLEASE NOTE:* District agendas are posted at least 24 hours in advance of Special Board of Director's meetings at the District Office, C. V. Starr Community Center, 300 South Lincoln Street, Fort Bragg, California and at [mendocoastrec.org](http://mendocoastrec.org). District agendas are emailed to individuals upon request at least 24 hours in advance of special meetings.

AGENDA ITEM SUMMARY

AGENDA ITEM:

4.1 Indemnification Agreement

PREPARED BY:

Moneque Wooden, District Administrator

ATTACHMENT(S):

Indemnification Agreement Between MCRPD and the City of Fort Bragg

EXPLANATION:

On May 7, 2012, for the benefit of the District and the members of the community, the City of Fort Bragg Accepted the Grant Deed to The CV Starr Community Center. At such time, paperwork should have been filed with the Office of Grants and Local Services (OGALS), as the CV Starr was built with several grant funded dollars.

Since 2018, the District has been working with OGALS to get such documents needed to complete the transfer of the CV Starr Center to the City of Fort Bragg. Current Management has been working with the City of Fort Bragg since the beginning of the pandemic to complete the process. On December 29, 2021, a conference call took place with The City Manager, City Counsel, Moneque Wooden and Carly Wells. At this time, it was agreed the best way to proceed, in order to meet the requests of OGALS, who wants full indemnification to complete the transfer papers, was that the attached Indemnification Agreement be drawn up and signed by both parties.

This agreement indemnifies the City of Fort Bragg from any costs arising out of the design and construction of the CV Starr Center. Once this agreement is signed, the City of Fort Bragg shall in turn indemnified the State.

The Indemnification Agreement was reviewed by the District's liability Counsel on January 3, 2022 and found to be acceptable.

FISCAL IMPACT:

None

ALTERNATIVES:

None currently

RECOMMENDED ACTION:

Authorize District Administrator to sign Indemnification Agreement.

MOTION:

I move to Authorize the District Administrator to sign the Indemnification Agreement between the Mendocino Coast Recreation and Park District and the City of Fort Bragg

*(This motion language is provided only as sample language for the recommended action. It is the sole determination of the individual members of the board as to whether this language is used.)*

Motion made by (Board Member): \_\_\_\_\_

Second made by (Board Member): \_\_\_\_\_

Discussion

Vote

Carried?

Yes

No

Unanimous

By majority

Voted against: \_\_\_\_\_

Abstained: \_\_\_\_\_

# Indemnification Agreement

## Between the Mendocino Coast Recreation and Parks District and the City of Fort Bragg

### RECITALS

1. Whereas; Contract #C2009489 (“Contract #1”) (attached hereto as “Exhibit A” and fully incorporated herein), #C2029012 (“Contract #2”) (attached hereto as “Exhibit B” and fully incorporated herein), Contract #C50525107 (“Contract #3”) (attached hereto as “Exhibit C” and fully incorporated herein), Contract #C0207243 (“Contract #4”) (attached hereto as “Exhibit D” and fully incorporated herein), Contract #C0231057 (“Contract #5”) (attached hereto as “Exhibit E” and fully incorporated herein), and Contract #C0214083 (“Contract #6”) attached hereto as “Exhibit F”. (Contracts #1 to #6 together are hereinafter collectively referred to as “the CONTRACTS”). The CONTRACTS were entered into between the California Department of Parks and Recreation (hereinafter referred to as “State Parks” or “STATE”) and Mendocino Coast Recreation and Park District (hereinafter referred to as “MCRPD” or “DISTRICT”); and
2. Whereas; in 2001, State Parks granted to DISTRICT a sum \$400,000, as a Roberti-Z’Berg-Harris – Non-Urban Space and Recreation Grant, subject to the terms and conditions of CONTRACT #1; and
3. Whereas; The LAND TENURE REQUIREMENT PERIOD for Contract #1 ends on December 8, 2029; and
4. Whereas; in 2009, State Parks granted to DISTRICT a sum \$100,000, as a Roberti-Z’Berg-Harris – Non-Urban Space and Recreation Grant, subject to the terms and conditions of CONTRACT #2; and
5. Whereas; The LAND TENURE REQUIREMENT PERIOD for Contract #2 ends on December 8, 2029; and
6. Whereas; on July 1, 2000, the enacted State Budget included a sum of \$295,500, that was awarded to the DISTRICT as a General Fund Specified Grant, subject to the terms and conditions of CONTRACT #3; and
7. Whereas; in 2003, State Parks allocated to DISTRICT a sum \$270,000 under 2002 Resources Bond Act – Per Capita program, subject to the terms and conditions of CONTRACT #4; and
8. Whereas; DISTRICT elected to spend \$243,120 of those funds for construction of the CV Starr Community Center; and
9. Whereas; The LAND TENURE REQUIREMENT PERIOD for Contract #4 ends on April 16, 2032; and
10. Whereas; in 2011, State Parks allocated to DISTRICT a sum of \$10,211, under the 2002 Resources Bond Act – Per Capita program, which represents funds not spent

under CONTRACT #4, and which are subject to the terms and conditions of CONTRACT #5; and

11. Whereas; DISTRICT elected to spend \$5,780 of those funds for construction of the CV Starr Community Center; and
12. Whereas; The LAND TENURE REQUIREMENT PERIOD for Contract #5 ends on April 16, 2032; and
13. Whereas; in 2006, State Parks granted to the DISTRICT \$236,000 from the Roberti-Z'berg-Harris – Non-Urban Needs Basis grant program for the CV Starr Community Center/Spath Aquatic Facility, subject to the terms and conditions of CONTRACT #6; and
14. Whereas; the CONTRACTS allow for the transfer of the PROJECT from DISTRICT to another public entity; and
15. Whereas, the City of Fort Bragg (“CITY”) has accepted transfer of ownership of the CV Starr Center in Fort Bragg, California from DISTRICT on May 15, 2012; and
16. Whereas, with this Indemnification Agreement, the CITY and DISTRICT desire to apportion liability for claims arising from the design and construction of the CV Starr Center.

NOW, THEREFORE; the PARTIES do agree to all of the following:

### **INDEMNIFICATION**

DISTRICT shall indemnify, hold harmless and defend the CITY, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability costs arising out of the design or construction of the CV Starr Center in Fort Bragg property. These obligations shall apply in the event that a claim is brought against the CITY arising from the design or construction of the CV Starr Center in Fort Bragg without a prior showing of negligence on the part of the CITY or the DISTRICT.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this TRANSFER Agreement on the day and year first above written.

[signatures to follow on next page]

MENDOCINO COAST RECREATION AND PARKS DISTRICT

By: \_\_\_\_\_  
Signature of Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY OF FORT BRAGG

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_