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BOARD MEMBER ROLES AND RESPONSIBILITIES

Overview: Our top priority as a Board Member of Midtown Parks is to fulfill the mission of the organization and “Increase health and community engagement by raising funds to invest in Midtown’s parks; Fremont Park, Winn Park, Truitt Bark Park, Sutter’s Fort and Marshall Park.”

Specific Responsibilities

1) Policy and Fiscal Governance: Our role as Board Members is to approve and monitor the policies that govern the organization, and empower the Executive Director to lead the organization. These policies are included in this handbook: (1) Three Year Strategic Plan, (2) Financial Procedures, (3) Human Resources. We are also responsible for reading and understanding financial statements, and have legal accountability for the operations of MP. The Executive Director, in partnership with the Board of Directors is responsible for a periodic evaluation of their performance.

2) Ambassadorship: We are an Ambassador for MP and Midtown. Our role as Board Members is to read and understand updates, to understand and uphold the actions taken by the Board, and then to educate our stakeholders who do not serve on the Board about the progress of the organization.

3) Participation and Attendance: Any Director who has failed to attend at least eight (8) meetings in a twelve (12) month period of the Board of Directors, if such absences are not excused by the President or Executive Director, will be subject to removal by a vote of the Board of Directors.

4) Professional Behavior and Self-Evaluation: We have a duty of loyalty to MP. While differences of opinion are sure to arise, our role as Board Members is to keep disagreements impersonal and place an emphasis on what is best for the organization. We must accept decisions made on a majority basis so that board unity and confidence will be promoted. We agree to uphold the Brown Act and follow the rules contained in The Modern Rules of Order, Third Edition. We
are open to self-evaluation and will regularly review our composition to ensure constituent representation.

5) **Financial Contribution**: We have a responsibility to our stakeholders to participate in MP initiatives. We should also plan to be a financial sponsor of the organization by referring sponsors, members, and by supporting the Midtown Mini.

**BOARD MEMBER CODE OF CONDUCT**

**Obligation and Violation**
Each Board Member has an obligation to observe and follow the roles and responsibilities of the Board and to maintain proper standards of conduct at all times. If an individual’s behavior interferes with the orderly and efficient operation of the Board, or violates the polices set forth by the Board including this Code of Conduct policy, the Board has the right and responsibility to correct the behavior of that individual up to and including removal from the Board.

**Unacceptable Conduct**
While engaged in MP activities, Board Members should not have unauthorized or illegal possession, use or sale of controlled substances; should not have unauthorized possession of weapons or firearms; should not purposefully misrepresent their intentions or interests; should not take property of MP; should not harass, discriminate against, or retaliate against fellow Board Members, staff, volunteers, members or affiliates as defined by California and Federal protected classes; should not pursue romantic or sexual relationships with staff members unless disclosed per the Conflict of Interest Policy; and should not conduct themselves unprofessionally during meetings or events organized by MP or attended by those affiliated with MP.

**Working with Staff**
Board Members should submit all feedback on employees, requests for new tasks, requests for agenda items, concerns or questions to the Executive Director. Any employment related conversations generated by either employees or Board Members must be directed back to the Executive Director.
The reason these items should flow through the Executive Director is to avoid purposefully or unintentionally giving direction to staff that may contradict other instruction provided, or may cause undue favoritism or criticism. This includes not contacting MP staff outside the Executive Director with the intention of discussing any of these items on their personal cell phones/email addresses, outside of work hours, and at social events.
MIDTOWN PARKS

CONFLICT OF INTEREST POLICY

I. PURPOSE

Midtown Parks ("Organization"), a California nonprofit public benefit corporation, is a 501(c)(3) private foundation organized to increase the community benefit and public’s enjoyment of Midtown Sacramento including, especially, its public spaces and parks, and to lessen the burdens of government by assisting the City of Sacramento, California in this effort including, but not limited to the following activities: (i) increasing infrastructure investments, design and maintenance in city public spaces and parks, (ii) increasing diverse and welcoming programming and events in city parks and public spaces, and (iii) creating a unique sense of identity for public spaces and parks to build community pride and investment.

The purpose of this conflict of interest policy ("Policy") is to protect the interests of Organization when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director ("Director"), officer ("Officer") or employee of the Organization ("Employee"), or other specified person, or that might result in a possible excess benefit transaction. As a result, all Interested Persons (as that term is defined in section II.A. below) are required to comply with the provisions of this Policy. This Policy is intended to supplement but not replace any applicable federal and California state laws governing conflicts of interest applicable to California nonprofit public benefit corporations and 501(c)(3) public charities.

II. DEFINITIONS

A. Compensation

"Compensation" means the salary, benefits, and any other amounts paid to an individual, and also includes gifts or favors that are substantial in nature.

B. Competing Interest

A "Competing Interest" means (1) any matter being considered by the Organization in which the Interested Person or Family Member has, is pursuing, or would like to have an interest, (2) any interest of an Interested Person or Family Member that is incompatible with the Director's, Officer's or Employee's duties to the Organization, or (3) any matter being considered by the Organization where a reasonable person would conclude from the circumstances that the Director, Officer or Employee's ability to discharge his or her duties as a Director, Officer or Employee are compromised by the person's personal interests in the matter.

C. Conflict of Interest

A "Conflict of Interest" is when, in view of all of the facts and circumstances, a Financial Interest, Indirect Interest, or Competing Interest is substantial enough that it would, or
reasonably could, affect an Interested Person’s judgment with respect to a transaction or an arrangement to which the Organization is a party. Until a determination has been made by the Board as to whether a Conflict of Interest exists, the Interested Person shall not participate in any committee or full Board meeting at which the Conflict of Interest matter is discussed and he or she shall not be permitted to vote on such matters.

D. Family Member

A “Family Member” includes an Interested Person’s spouse, brother, sister, spouse of a brother or a sister, parent, grandparent, great grandparent, child, grandchild, great grandchild, and spouse of a child, a grandchild, or a great grandchild. The relations in the preceding sentence include relations by blood, marriage, or adoption. A Family Member also shall include any other person whose relationship to an Interested Person could be considered by an unrelated third party to be equivalent to those relations listed in the first sentence of this section II.C. Determination of whether an individual is a Family Member shall be at the sole discretion of the Board.

E. Financial Interest

1. A Director, Officer or Employee has a “Financial Interest” in a matter if the person has, directly or indirectly, through a business, an investment, or a Family Member (as that term is defined in section II.C. below):

   a. greater than a 5% ownership or investment interest in any entity with which the Organization has a transaction or arrangement;

   b. an arrangement regarding Compensation (as that term is defined in section II.F. below) with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or

   c. a potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

2. As used in this Policy, the phrase “transaction or arrangement” includes the Organization’s grant making activities.

3. A Financial Interest is not necessarily a Conflict of Interest. An Interested Person who has a Financial Interest will have a conflict of interest only if the Board decides under section III.B. below that a conflict of interest exists.

4. Shares owned by an Interested Person in a publicly traded company not exceeding 5% shall not be considered a Financial Interest under section II.B.1.

F. Indirect Interest

An “Indirect Interest” means an interest in any company or organization owned or controlled by the Interested Person or Family Member or in which the Interested Person or
Family Member is a director, officer or executive Employee.

G. Interested Person

An "Interested Person" is any Director, Officer, Employee, or other person in a position to exercise substantial influence over the affairs of the Organization. Other persons who are in a position to exercise substantial influence over the affairs of the Organization include, but are not limited to, those persons who have the ultimate responsibility for implementing the decisions of the Board of Directors ("Board"), or supervising the management, administration, or operation of the Organization.

III. PROCEDURES

A. Duty to Disclose

An Interested Person must submit disclosure statements in accordance with Section VII below and must disclose the existence and nature of his or her Conflicts of Interest (defined in Section III.B below) in a proposed transaction or arrangement being considered by the Board and all related material facts to the Board. If an Interested Person discovers a Conflict of Interest in a transaction or arrangement that the Board has already entered into, the Interested Person must immediately disclose the existence and nature of his or her Conflict(s) of Interest and all related material facts to the Board. A Director must also disclose to the Board if he or she is also a director of an entity with which Organization is considering entering into a transaction.

B. Determining Whether a Conflict of Interest Exists

After the Conflict of Interest has been disclosed to the Board and discussed as necessary with the Interested Person, the Board shall determine whether a Conflict of Interest (as defined below) exists or may exist. The Interested Person shall leave the Board meeting while the Conflict of Interest is discussed and voted upon. The Interested Person shall have the right to address the Board or participate in a committee or Board meeting for the limited purpose to explain the circumstances related to the apparent Conflict of Interest and may present any other information the Interested Person believes would be helpful to the Board in considering the matter.

C. Procedures for Addressing the Conflict of Interest

If it has been determined that a Conflict of Interest exists, the Interested Person shall be excluded from all consideration, discussion and votes with respect to the Conflict of Interest matter, including all portions of any committee meeting in which the matter is discussed. In addition, the following measures shall be taken:

1. If any committee or the full Board believes the Interested Person might have information that would be beneficial to the Organization when considering the matter, the Interested Person may make a presentation to the Board for the limited purpose of communicating that information, but after such presentation, he or she shall leave the meeting.
during the discussion of, and the vote on, the measures to be taken regarding the Conflict of Interest.

2. The chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3. After exercising due diligence, the Board shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board shall determine by a majority vote of the disinterested Directors:

   a. whether the transaction or arrangement is in the Organization's best interest and for its own benefit;

   b. whether the transaction or arrangement is fair and reasonable to the Organization; and

   c. whether to enter into the transaction or arrangement in conformity with such determination.

4. In the course of the procedures described above, the Interested Person shall continue as a full voting member of the Board and its committees on all other matters.

D. Procedures for Common Directors

Organization shall not engage in any transaction with another entity which has one or more directors in common with Organization, unless the following requirements are met:

1. The common director is identified;

2. After the material facts of the proposed transaction and the details of affiliation of the common director with the other entity are fully disclosed, Organization’s Board or committee of the Board authorizes, approves or ratifies the transaction in good faith, by a majority vote, without counting the vote of the common director(s);

3. Prior to authorizing, approving or ratifying the transaction, the Board or committee must consider and in good faith determine, after reasonable investigation under the circumstances, that the transaction is just and reasonable to Organization at the time it is authorized, approved or ratified;

4. This Section III(D) shall not apply to transactions between the Organization and Midtown Business Association. All Directors of the Organization also serve on the Midtown Business Association Board. The following procedures shall apply to Board approval of transactions between the Organization and Midtown Business Association:
a. All transaction agreements must be reviewed by the Organization's outside counsel and accountant.

b. Any payment by the Organization to Midtown Business Association for goods or services received by the Organization from Midtown Business Association must not exceed the fair market value of those goods or services.

c. The Organization Directors will recuse themselves from voting as directors of the Midtown Business Association with regards to the transaction.

E. Violations of this Policy

1. If the Board has reasonable cause to believe that an Interested Person has failed to disclose actual or possible Conflict(s) of Interest, or that a Director has failed to disclose that he or she is also a director of an entity with which Organization is considering into a transaction, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

2. If, after hearing the response of the Interested Person, making such further investigation as may be warranted in the circumstances, and determining that the Interested Person has in fact failed to disclose an actual or possible Conflict of Interest or common directorship, the Board shall take appropriate disciplinary and corrective actions.

F. Board or Committee Actions

Any action, decision, or determination by the Board or committee of the Board required or permitted under this Policy shall not include the participation of a Director with a Conflict of Interest in the transaction or arrangement under consideration, or a Director who is also a director of the entity with which Organization proposes to enter into the transaction.

G. Gifts

Interested Persons shall not accept gifts of more than *de minimis* value, commissions, payments, travel, entertainment, services, loans, or promises of future benefits from grant applicants or recipients, or anyone else who has or may seek some benefit from the Organization.

IV. RECORDS OF PROCEEDINGS

The minutes of Board meetings at which Conflicts of Interest or common directorships are addressed shall be prepared by the later of the next Board meeting or 60 days after the final action by the Board on the Conflict of Interest or common directorship and shall contain:

A. The names of the Interested Persons who disclosed or otherwise were found to have a Conflict of Interest or common directorship in connection with an actual or possible transaction or arrangement, the nature of the Conflict of Interest, the action taken to determine whether a Conflict of Interest was present and the date of the action, and the decision of the Board as to whether a Conflict of Interest in fact existed.
B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, comparability data relied upon by the Board and how the data was obtained, the terms of the transaction and the date it was approved, and a record of any votes taken in connection with the proposal.

V. DETERMINATION OF COMPENSATION

The following provisions shall apply with regard to determination of Compensation:

A. An Interested Person who receives Compensation, directly or indirectly, from the Organization for services rendered to the Organization is precluded from voting on any matters pertaining to that Interested Person’s Compensation.

B. Provision A of this section V is not intended to preclude Interested Persons from:

1. determining the types and levels of reasonable expenses for which Interested Persons, as a group, may be reimbursed under the Organization’s bylaws; or

2. providing information regarding Compensation to the Board.

VI. STATUTORY EXEMPTIONS

Notwithstanding any other provision of this Policy, a Director shall not be deemed to be interested in a transaction if it is excluded under the provisions of the California Nonprofit Public Benefit Corporations Law, and/or under the intermediate sanctions rules in the Internal Revenue Code, including, but not limited to:

A. An action of the Board fixing the compensation of a Director as a Director or Officer of the Organization.

B. A transaction which is part of a public or charitable program of Organization if it: (i) is approved or authorized by the Board or committee in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.

C. A transaction of which the interested Director has no actual knowledge and which does not exceed the lesser of $100,000 or one percent (1%) of Organization’s gross receipts for the preceding fiscal year.

VII. ANNUAL STATEMENTS & ON-GOING DISCLOSURE REQUIREMENT

A. Annual Statements.

Each Interested Person shall annually complete the Conflict of Interest Statement in the form attached as Exhibit A.
B. On-going Disclosure Requirement.

As soon as an Interested Person becomes aware of an actual or potential Conflict of Interest, he or she must disclose in writing the Conflict of Interest and all material information related thereto to the Executive Director. If the Executive Director is the Interested Person, the written disclosure shall be made to the Directors, other than the Executive Director. If a Director, Officer or Employee becomes aware of an actual or potential Conflict of Interest regarding an Interested Person that they believe has not been disclosed, that person shall report such matter in writing to the Executive Director. If the Interested Person acknowledges that a Conflict of Interest exists, the procedures set forth in Section III.C above shall apply. If there is any question as to whether a Conflict of Interest exists, the procedures set forth in Section III.B above shall apply to make this determination.

C. Disclosure of Confidential/Proprietary Information.

In the event any information required to be disclosed by an Interested Person under this Policy is the confidential or proprietary information of the Interested Person or another party, the Interested Person shall clearly mark or state such information is “Confidential/Proprietary Information.” The Organization, including its Board and any committee, shall only use such confidential/proprietary information as necessary or appropriate to manage the Conflict of Interest matter for which the information was disclosed. Such permitted use shall include disclosing such information to any attorney, accountant or other professional advising the Organization on the Conflict of Interest matter. Notwithstanding the foregoing, the Organization may also disclose such confidential/proprietary information (1) to comply with any law, rule or regulation; (2) if required by any governmental agency; (3) in accordance with a judicial or other governmental order; or (4) if the Board determines that the best interests of the Organization dictate disclosure of such information. Prior to any disclosure of the confidential/proprietary information under the provisions of Section VII.C(1) through (4), the Organization will provide reasonable written notice of such disclosure to the Interested Person.

VIII. PERIODIC REVIEWS

To ensure that the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

A. Whether Compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining; and

B. Whether partnerships, joint ventures, and arrangements with management organizations conform to this Policy as well as to the Organization’s other written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

IX. USE OF OUTSIDE EXPERTS & COUNSEL

When conducting the periodic reviews as provided for in section VIII, the Organization
may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted. The Board and the committees may also seek advice of counsel as they deem appropriate.
EXHIBIT A

ANNUAL CONFLICT OF INTEREST STATEMENT
FOR
MIDTOWN PARKS

Conflict of Interest Information for Fiscal Year beginning ____________ __, ______

All capitalized terms not defined herein are as defined in the Conflict of Interest Policy ("Policy") of Midtown Parks ("Organization").

I, the undersigned, certify:

1. I have received a copy of the Policy;

2. I have read and understand the Policy;

3. I agree to comply with the terms and conditions of the Policy; and

4. I understand that the Organization is charitable and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Listed below are all existing or potential ownership or investment interests and Compensation arrangements that I have not previously disclosed in writing to the Organization and the existence of which does or may result in a Financial Interest, a Competing Interest or Indirect Interest, as well as all community organizations, nonprofit corporations, or charitable programs that I am affiliated or involved with and that have sought or may in the future seek to do business with the Organization:

(attach additional pages if necessary)

Signature: __________________________
Name: __________________________
Date: __________________________
Midtown Parks is a 501(c)(3) arm of the Midtown Association, whose mission will be to increase health and community engagement by raising funds to invest in Midtown's parks; Fremont Park, Winn Park, Truitt Bark Park, Sutter's Fort and Marshall Park.
WHY MIDTOWN PARKS?

OUR VISION
Incredible cities boast incredible parks. These parks are massive in scale, like Golden Gate Park in San Francisco, or small pockets of aspirational green space like the High Line in New York City. These parks quickly become the backyards, gyms, cafes, playgrounds, and community gathering spaces of urban dwellers.

OUR PARKS
This prospectus outlines the creation of Midtown Parks, a 501(c)(3) nonprofit arm of the Midtown Association, whose mission will be to increase health and community engagement by raising funds to invest in Midtown’s parks. As Sacramento strives to densify our urban core and become one of America’s next great cities, it is critical that our open spaces are inclusive, active, and incredible.

“As a longtime advocate of placemaking, the arts, education, and the health of our community, I’m pleased to see Midtown focused on enhancing our Parks as the walkable, active, family and community focused spaces they can be.”

COUNCILMEMBER STEVE HANSEN, CITY OF SACRAMENTO

Fremont Park, Sacramento – As the busiest park in Midtown, Fremont Park is still empty more often than it is active. This park is surrounded by dense housing and high traffic streets. The potential for pop-up programming including seating and special events is incredible.
OUR SUCCESS METRICS
We measure success by the increased number of people enjoying celebrations and healthy programming during, and as a result of, our efforts.

HOW IT WORKS
Best-practices identified by the placemaking industry and the Project for Public Spaces are:

- Public-Private Partnership and Philanthropy
- Implementation of Technology
- Diverse Year-Round Programming
- Transit Linkages
- Dynamic and Flexible Built Environments
- Community Focus on Park Management

“Midtown Association has proven our ability to plan and implement quality community projects. We are a catalyst for increased housing density and development, we increase pedestrian and bike traffic at key areas within Midtown, and have a uniquely positioned commitment to Midtown’s success.”

EMILY BAIME MICHAELS, EXECUTIVE DIRECTOR, MIDTOWN ASSOCIATION

Winn Park, Sacramento – Frequently empty, Winn Park draws unsafe activity while unnecessarily using police resources and concerning neighbors.
The best way to increase safety in public spaces is to welcome the public into those spaces. Providing inclusive activities and programming will welcome everyone to safely experience our open spaces.

NORM LEONG, CAPTAIN, SACRAMENTO POLICE DEPARTMENT

Midtown Parks will help transform the open spaces of our central city into dynamic destinations that attract a cross-section of the community and build value in the neighborhoods they serve. Centrally-located parks offer a welcomed reprieve from the hustle and bustle of urban living, providing opportunities for passive and active recreation and increasing the mental and physical well-being of those who enjoy them.

Our parks have the potential to yield even greater benefit to residents and visitors through enhanced facilities and programming and attract additional investment to the central city.

Analysis of the economic impacts of similar projects around the country has consistently demonstrated the ability to increase housing supply and dramatically raise property values in the vicinity. Through increased funding capacity, Midtown Parks will serve as a mechanism to support and manage these valuable public assets, and catalyze the ability for these urban oases to serve as memorable and transformative spaces.

DEMOGRAPHICS

- 6K BUSINESSES
- 30K LIGHT RAIL RIDERS
- 34K RESIDENTS
- 115K DAILY EMPLOYEES
The best way to increase safety in public spaces is to welcome the public into those spaces. Providing inclusive activities and programming will welcome everyone to safely experience our open spaces.

NORM LEONG, CAPTAIN, SACRAMENTO POLICE DEPARTMENT

MARSHALL PARK
Home to the Hart Senior Center and located in the heart of the Sutter District’s entertainment block, Marshall Park is has the potential to provide healthy and safe activities for our seniors. Our goal is increase senior services and programming.

SUTTER’S FORT
Historic Sutter’s Fort is primarily managed by State Parks and Friends of Sutter’s Fort, however additional programming will bring this site to life for our community.

FREMONT PARK
The annual ‘Chalk It Up’ event is held in Fremont Park and this park has the ability to host many more special events. Our goal is to provide daily activities at the park and to attract no less than 50 special events per year. We hope to build “tilt up” infrastructure to support these events such as longer term vending spaces, seating, and lawn games.

WINN PARK
The historic fire dispatch building is a future restaurant site, the remainder of the park is in need of infrastructure investment. Our goal is to raise capital to invest in capital improvements in the park such as supportive infrastructure for community activities.

TRUITT BARK PARK
The recently developed Bark Park is home to landscaping and art installations in need of ongoing maintenance. Our goal is to keep the park user base engaged in volunteer clean ups and raise funds to maintain the park infrastructure for generations of dogs to come, including adding a shade structure.

RESIDENT EDUCATION
- 57% High school diploma
- 35% Higher degree

RESIDENT INCOME
- $47K Average median household income

RESIDENT POPULATION
- 8% Children
- 11% Seniors
Imagine what it would feel like to walk through Fremont Park filled with people playing board games next to the playground, families participating in story times, many art events of the likes of Chalk It Up, and more. If our small Yoga in the Park efforts could attract hundreds of visitors, imagine what’s possible with ongoing programming?

BAY MIRY, PRINCIPAL, MIRY DEVELOPMENT
The Bark Park is a shining example of how healthy a park can be when the design perfectly fits the needs of the surrounding community. Midtown Parks will spur additional housing development as we provide perfect playgrounds for our residents to enjoy.

WENDY SAUNDERS, EXECUTIVE DIRECTOR, CAPITOL AREA DEVELOPMENT AUTHORITY

SPRUCE STREET HARBOR PARK
PHILADELPHIA, PENNSYLVANIA

Operated by the Delaware River Waterfront Corporation, a non-profit 501(c)(3), Spruce Street Harbor Park is organized exclusively for the benefit of the City of Philadelphia by providing recreational, cultural, and commercial activities.

CAMPUS MARTIUS PARK
DETROIT, MICHIGAN

Downtown Detroit Parks, as subsidiary of the Downtown Detroit Partnership, attracts more than 2 million visitors annually and have helped spur over $3 billion in private investment in the immediate area over the past two decades.

"Public health and the built environment are inextricably intertwined. Parks and other public spaces that support active, connected lifestyles are critical components of thriving communities."

KATE MEIS, EXECUTIVE DIRECTOR, LOCAL GOVERNMENT COMMISSION
WHAT IS MIDTOWN PARKS?

Midtown Parks supports the well-being of the community by creating centrally-located public spaces designed to provide opportunities for recreation, leisure, and to build relationships with neighbors. Parks and open spaces encourage active lifestyles and promote social interaction, which are essential components of enhancing physical and mental health. Based on hundreds of proven public-private partnership models throughout the country, Midtown Parks provides a path towards achieving these goals.

“Healthy and active parks reduce stress, improve mental health, and increase activity. Having five healthy parks in our urban core would increase the quality of life for our residents and employees tremendously. After seeing the catalytic effect that Brooklyn Bridge Park has had on its surrounding neighborhoods in New York, I am confident that Midtown Parks can create a network of inclusive public spaces that benefit our community.”

HOLLY HARPER, DIRECTOR - EXTERNAL AFFAIRS, SUTTER HEALTH VALLEY AREA

Great cities are the sum of strong neighborhoods, and strategic investment in urban parks have demonstrated substantial benefits to the communities they serve. As a resource for everyone, parks support equity and foster spontaneous interactions between a wide-range of people, animals and nature. The long-term benefits of adopting a balanced and healthy lifestyle are immeasurable, and an enhanced system of parks and public spaces help cities achieve this. Urban green spaces serve diverse purposes, including the opportunity to not only sequester substantial quantities of carbon pulled from the air and soil, but also reduce local energy consumption by providing cooler surfaces and additional shade for buildings. Through increased programming, capital improvements, and ongoing support, Midtown Parks creates a pathway to elevating these cherished resources, and investing in the future of our community.
Midtown Parks is a 501(c)(3) nonprofit arm of the Midtown Association (MA). The MA Executive Committee, plus a City representative, will serve as the Board of Directors for Midtown Parks. Each park will have an appointed committee of three people that represent the residential, business, and public authority interests adjacent to that park that will be activated as needed to raise funds, resolve conflicts, and promote the mission of Midtown Parks. All operating policies for governance and Brown Act adherence will meet the exceptionally high standards already existing with MA.

OUR SERVICES

To meet our success metrics, Midtown Parks will offer the following three services:

CAPITAL IMPROVEMENTS
Midtown Parks will leverage public and private funds to make and maintain improvements to our parks.

PLACEMAKING & EVENT SERVICES
Midtown Parks will create a schedule of events and activities at each park that corresponds to their specific needs.

COMMUNICATION SERVICES
Midtown Parks will create a unique brand and identity for each park.

“Travelers are drawn to open spaces in cities because they offer a resident’s experience, rather than a stereotypical tourist attraction. There are cities across the world recognized for their amazing parks, and creating these draws in Sacramento allows our residents and businesses to directly benefit from the impacts of the billion dollar park tourism industry.”

MIKE TESTA, CEO, VISIT SACRAMENTO
HOW MIDTOWN PARKS WILL BE FINANCED

Midtown Parks will be established as a 501(c)(3) nonprofit organization in late 2019. The initial formation costs will be funded by donations from the Midtown Farmers Market and Capitol Area Development Authority (CADA). Ongoing operations will be funded by privately directed funds, community memberships, and by the City of Sacramento. Midtown Parks will have one annual fundraiser, the Midtown Mini Open. This tongue-in-cheek miniature golf tournament will spread throughout bars and restaurants in Midtown, and each location will have a uniquely themed golf hole.

MIDTOWN MINI

Putt your way around Midtown with an 18 hole pop-up miniature golf tournament! With sponsorships from local shops, bars, restaurants, and organizations, the Midtown Mini will allow for sponsors to create mini-golf holes in or near their location.
When I work at our New York office, Bryant Park is my go-to workspace. It becomes a community meeting space filled with tables, food vendors, lawn games and holiday celebrations that draw the employees from the surrounding buildings outside to connect with one another. We have absolutely nothing standing in our way from creating this same experience for our community in Winn Park.

Jay Sales, Director, VSP

Zilker Park - Austin, Texas
ACL Music Festival
MARSHALL PARK

OVERVIEW
Home to the Ethel MacLeod Hart Senior Center, Marshall Park serves adults aged 50+, their families, and the Midtown Community.

PARK HISTORY
Marshall Park is a historic neighborhood park that has served residents for many years. In 1961, the City expanded services to older adults by opening the Sacramento Senior Center, which is known today as the Ethel MacLeod Hart Senior Center.

PARK CONTEXT AND FUTURE PARK PRIORITIES
Marshall Park is bordered by entertainment venues and restaurants on J Street including Centro Cocina Mexicana, The Red Rabbit, Barwest, Blue Cue, and Harlow’s Restaurant & Nightclub. The balance of the park is surrounded by small multifamily residential projects. Future park priorities include increased senior services and programming.
SHORT-TERM PRIORITIES (1 - 2 YEARS)

- Engage with Hart Senior Center management to market existing programming and support the expansion of select activities that create a more welcoming environment. Examples of possible options include ping pong, board games such as chess, an activity kiosk, and musical entertainment which is sensitive to surrounding residential properties.

- Develop a marketing strategy, which integrates feedback from seniors, for the purpose of drawing more users into the park.

- Introduce additional mobile or permanent furniture, examples of which include chairs, tables, umbrellas, ping pong tables and chess tables.

- Add vibrancy to the park by supporting the installation of a mural to the blank wall of the Hart Senior Center.

LONG-TERM PRIORITIES (2 YEARS +)

- Support a sustainable activation plan with a focus on senior programming as well as opportunities for additional community engagement and enjoyment of the park.
TRUITT BARK PARK

OVERVIEW
Midtown’s dedicated dog park, Truitt Bark Park, features separate fenced-in parks for both small and large dogs and is busy with four-legged visitors from sunrise to sunset.

PARK HISTORY
The Truitt Bark Park was opened in 2017 after this vacant site was re-envisioned as a dog park for both small and large dogs. The park was realized through a partnership between the City of Sacramento, Capitol Area Development Authority, Midtown Association, and caring community leaders.

PARK CONTEXT AND FUTURE PARK PRIORITIES
Truitt Bark Park is bordered by mixed-use and high-end housing developments including the Q19 apartments, the 20 PQR Townhomes, The Ice Blocks, Safeway, Sun & Soil Juice Company, The Zebra Club, and more. This is immediately adjacent to the future home of the Midtown Train Station. Future park priorities include the installation of shade structures, as well as funds for ongoing park maintenance.
SHORT-TERM PRIORITIES (1 - 2 YEARS)

- Introduce umbrellas and mobile furniture to the park to provide temporary shade and enhance usability.
- Support additional events which are appropriate for the park, generate increased visitation and raise funds for the shade structure. Ideas include small brew festivals, pet adoption and/or other pet-related services, and food and recipe-sharing events in conjunction with the community garden.
- Support the on-going maintenance of the park by marketing the need for organized volunteer groups and fundraising to support necessary infrastructure repairs including signage in the park to ask frequent visitors to get involved.
- Leverage strategic partnerships to increase bicycle and scooter parking options in the vicinity.
- Gain city and community buy-in on which long-term shade structure approach to support.
- Install signage reminding users to keep gates closed for the safety of the dogs.

LONG-TERM PRIORITIES (2 YEARS+)

- Fundraising to support the installation of permanent shade structures and necessary on-going maintenance costs. Various design options should be considered, including innovative green shade opportunities.
WINN PARK

OVERVIEW
The future home of a restaurant built into the historic fire department building and adjacent to the Sacramento Natural Foods Co-op, Winn Park is the perfect place for an ice cream, a coffee, a picnic, or a glass of wine outdoors among the trees and under the stars.

PARK HISTORY
The historic neighborhood park features an art deco building constructed in 1937, which served as the City Fire Department’s Alarm station for many years. The building has the opportunity to switch uses and become a vibrant amenity to the surrounding neighborhood as a new restaurant concept.

PARK CONTEXT AND FUTURE PARK PRIORITIES
Winn Park is adjacent to the Sacramento Natural Foods Co-op and Midtown Sushi, and is within 1/4 mile from the 28th Street Light Rail Station. The majority of the park is surrounded by single-family historic homes. The center of the park features a historic structure, and the park priorities include the development of a thriving restaurant with supportive infrastructure.
SHORT-TERM PRIORITIES (1 - 2 YEARS)
- Support existing city efforts for necessary upgrades to be made to city-owned historic structure to support the development of a restaurant concept which compliments and supports additional activation of the park.
- Partner with the city on capital improvements and beautification projects which are conducive to various types of passive and active recreational activities. Opportunities to support enhanced playground infrastructure, the development of a compact dog run, and activity nodes are examples of projects which have potential to further activate the park and should be explored.
- Support additional programming and events such as an early-evening edition of the Midtown Farmers Market, health-focused classes, children’s programming, etc.
- Market opportunities for neighbors and neighborhood groups to increase engagement with park planning, upkeep and programming efforts.

LONG-TERM PRIORITIES (2 YEARS +)
- Support, as needed and as funding allows, programming which is complimentary to restaurant operations and enhances the vibrancy of the park.
- Partner with the city on lighting enhancements which increase security, comfortability, and support extended use of the park.
FREMONT PARK

OVERVIEW
Home to everything from concerts, chalk festivals, lightsaber battles, artisan markets and chess matches, Fremont Park is surrounded by restaurants, coffee shops and high-density housing.

PARK HISTORY
Fremont Park is one of the 10 original parcels in the City of Sacramento, which continues to serve the public as the use of a park. Fremont Park has gone through multiple updates through the support of a committed ‘Friends of Fremont Park’ group.

PARK CONTEXT AND FUTURE PARK PRIORITIES
Fremont Park is surrounded by restaurants, entertainment, and multifamily housing including 16 Powerhouse, 15Q, Magpie Café, Hot Italian, Insight Coffee, Orchid Thai, Karma Lounge, Naked Lounge, the R Street Corridor and more. Fremont Park is within 1/4 mile from the 16th Street Light Rail Station. Future park priorities include a dynamic programming calendar and supportive infrastructure.
SHORT-TERM PRIORITIES (1 - 2 YEARS)

- Maintain existing, successful large-scale events and facilitate an increase in the frequency of smaller events that draw consistent activity to the park (i.e. yoga, use of mobile outdoor furniture, outdoor co-working, movie series, live music, activity kiosk, etc.)

- Partner with the city for on-site storage, electrical and lighting enhancements to create additional opportunities for activations and events.

- Embrace opportunities to incorporate additional public art into the park and explore the utilization and augmentation of existing infrastructure to add vibrancy and increase functionality of the park (i.e. add murals to the restroom structure, create a community bulletin board/schedule of park events on kiosk sign, etc.)

- Improve temporary and permanent pedestrian-scale wayfinding signage. Explore the creation of welcoming gateways and general beautification to attract more users, further define the park’s unique identity, and enhance the guest experience.

LONG-TERM PRIORITIES (2 YEARS +)

- Support the replacement of the exterior park strip located between the sidewalk and the street with a hardscape surface that supports improved access during events.

- Support the replacement of existing restroom structure to an updated facility which is multi-functional and supports a clean, safe, welcoming, and consistently programmed urban park space.
TELLING THE MIDTOWN PARKS STORY

Given that the mission of Midtown Parks is to generate funds and then invest those funds in parks, there will not be a focus on external affairs/marketing with the intent of creating a stand-alone identity for Midtown Parks. Instead, all communications will be focused on increasing funds raised and increasing visits to the parks. Activities will be recognized as led by the Midtown Association, funded by specific donors, and linked to individual parks.

EMAIL NEWSLETTERS
To announce park-specific activities to increase awareness and attract visitors.

SOCIAL MEDIA
To highlight and promote upcoming events, and to capture event engagement information to use for future planning efforts.

MIDTOWN PARKS SWAG
The design, comfort, and availability of branded materials allow for stylish ways to proudly support Midtown Parks.
New Midtown Parks Group to Activate Five Sacramento Parks

It’s where you have a picnic. Play a pick-up soccer game. Do yoga in the fresh air. People-watch. Daydream. Take a breath. The park is a central part of the urban experience as a gathering spot, a green space and a respite from hectic city life.

As a local steward of the urban experience, the Midtown Association recently announced plans to form a nonprofit arm called Midtown Parks to activate five parks in Sacramento—Fremont Park, West Park, Trinity Park, James Marshall Park and Sutton’s Point State Historic Park—by creating infrastructure improvements and planning calendars chock-full of activities. The nonprofit is expected to be up and running by fall in time for its first official fundraiser, the Midtown Mini Open, a miniature golf tournament.

“Midtown is a growing and developing area, so this is our chance to evaluate how inclusive our parks are of the people who live, work and visit here,” says Emily Bierke Michael, executive director of Midtown.”

COMSTOCK’S, FEBRUARY 25, 2019

DONOR FORMS

To attract Midtown Parks sponsorships and donations.

Support Midtown Parks
Donation Type and Amount

Choose a Thank-You Gift

Billing Information

SPONSORSHIP OPPORTUNITIES
HOW PARTNERSHIPS WILL BE FORMED

Midtown Sacramento parks are currently served by the City of Sacramento’s Youth, Parks & Community Enrichment Department (City), the State of California (Fort), the Midtown Sacramento Property Business Improvement District (PBID), and “Friends of” groups. The current relationships between these entities and Midtown Association are as follows:

**CITY OF SACRAMENTO YOUTH, PARKS & COMMUNITY ENRICHMENT DEPARTMENT**

The City pays an assessment to the PBID for the land included in their four City parks in the PBID district. For this payment, the City receives the services to the parks as outlined in the Management District Plan (MDP) with a summary listed under PBID in the chart below. The City provides service to the parks as baseline City services as outlined on the following page.

**FORT**

The Fort pays an assessment to the PBID for the land included at Sutter’s Fort and the State Indian Museum in the PBID district. For this payment, the Fort receives the services to the parks as outlined in the MDP with a summary listed under PBID in the chart on the following page. The State provides service to the parks as baseline State services as also outlined on the following page.

**PBID**

The Midtown Sacramento PBID Management Plan and PBID law provide for the services outlined under “PBID” including the ability to offer programming; improvements meaning the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including benches, booths, kiosks, signs, trash receptacles, lighting, parks, fountains, planning areas, plaza, and malls.

**FRIENDS OF**

There are three existing “Friends of” groups associated with various parks, specifically:

**FREMONT**  The Friends of Fremont Park is a volunteer-based group whose advocacy has shaped the safe and welcoming park that exists today, in partnership with the Capitol Area Development Authority.

**TRUIIT**  The Pack is a newly established volunteer group whose goal is to maintain a clean, safe, and enjoyable park for users while raising awareness about pet adoption and ownership education.

**FORT**  Friends of Sutter’s Fort is a 501(c)(3) nonprofit organization that brings the history of Sutter’s Fort to life for visitors by collaborating with the State of California to preserve and protect historic considerations. They serve more than 110,000 visitors per year.

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“Highly-activated parks enrich the social fabric of the community and contribute to the region’s livability and economic vitality. Through consistent programming and maintenance, parks have the potential to serve all members of the community and yield tremendous benefits. ULI recognizes the importance of great parks and believes all people should live within a 10-minute walk of one, making Midtown Parks an essential component of high-quality, urban living.”

MARQ TRUSCOTT, DISTRICT COUNCIL CHAIR, URBAN LAND INSTITUTE
# ROLES & RESPONSIBILITIES

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<tr>
<th>CITY</th>
<th>PBID</th>
<th>FRIENDS OF</th>
<th>MIDTOWN PARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MAINTENANCE SERVICES</strong></td>
<td>Internal services including landscaping, trash removal, and facility maintenance.</td>
<td>PBID Cat 1: Remove graffiti and litter around the exterior of the park. Replace dog waste bags at Truitt. Provide landscaping project support to the Fort.</td>
<td>(The Pack) Volunteer clean ups</td>
</tr>
<tr>
<td><strong>SAFETY SERVICES</strong></td>
<td>City rangers at city parks. State rangers at Fort.</td>
<td>PBID Cat 1: Link Sac PD to issues in city parks as reported by area property and business owners. Provide regular patrol to the Fort.</td>
<td>NA</td>
</tr>
<tr>
<td><strong>SOCIAL SERVICES</strong></td>
<td>NA</td>
<td>PBID Cat 1: Outreach to those experiencing homelessness who would like to receive services.</td>
<td>NA</td>
</tr>
<tr>
<td><strong>PLACEMAKING &amp; EVENT SERVICES</strong></td>
<td>Permit authority for city parks.</td>
<td>PBID Cat 2: Invite groups to host events at parks. Assist in navigating permit process. Provide small sponsorships for permit fees. Provide event support package which includes promotion and some event equipment. Fund pedestrian counters.</td>
<td>Friends of Sutter’s Fort assists in navigating permit process. Friends of Fremont Park hosts a movie night. Truitt Bark Park “The Pack” coordinates meet ups and an annual event.</td>
</tr>
<tr>
<td><strong>COMMUNICATION SERVICES</strong></td>
<td>NA</td>
<td>PBID Cat 3: Ongoing promotion of events at parks.</td>
<td>Friends of Sutter’s Fort markets the fort to visitors. Truitt Bark Park “The Pack” manages social media accounts.</td>
</tr>
<tr>
<td><strong>CAPITAL IMPROVEMENTS</strong></td>
<td>Construction management and funding for all capital improvements.</td>
<td>NA</td>
<td>NA</td>
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</table>
FINANCIAL PROCEDURES
Overview
Midtown Parks (MP) is a not-for-profit 501c(3) organization, which operates on a Calendar Year budget and utilizes accrual-based accounting in line with Generally Accepted Accounting Principles (GAAP). MP’s quarterly financial statements are prepared by an External Bookkeeping Firm. MP’s annual tax and annual audit review are prepared by an External CPA.

Revenue: Revenue is generated through membership dues, fee for service, donations, sponsorships, grants, and earned revenue generated at events and cooperative programming.

Expense: The expense budget is broken into two categories: operating expenses and programming expenses. Programming expenses should follow requirements outlined in by-laws and Strategic Plan.

Roles and Responsibilities
The Board is responsible for approving the annual budget and work plan in the fourth quarter of each year and is responsible for regular review of financials, ensuring the completion of an annual audit review, and oversight of the Executive Director. The officers of the board have specific roles; an officer or signature on the annual audit contract, the President and Treasurer are responsible for providing the final approval or a first signature on all outgoing checks, and the President and Treasurer are listed on the company bank accounts along with the Executive Director.

The Executive Director is responsible for the creation of the annual budget and work plan, for approval of all transactions, for the second signature or second to last approval on all outgoing checks, for the first signature on all contracts with the exception of the annual audit, and compliance with contracts and Strategic Plan.

The Bookkeeper is responsible for processing all transactions in QuickBooks including invoice creation and distribution, allocating payroll expense, processing A/P through Bill.com and recording A/R in QuickBooks, maintaining credit card reports and reconciling expenses and payments, reviewing cash flow and generating quarterly reports for the Executive Director including:
- Statement of Activities, YTD Budget vs Actual
- Statement of Financial Position
- Transaction Detail
- Accounts Receivable / Accounts Payable
MP Procedures for Day-to-Day Operations - How we spend money and A/P (Expenses we pay)

The authority to sign, fulfill, pay for and if needed terminate a contract is given to the Executive Director by the Board for amounts $5,000 and over. The authority to spend funds that do not require a contract within the spirit of achieving the work plan, or funds that do require a contract for $4,999 or less is given the Executive Director by the Board with the approval of the annual budget.

Contracts for the MP to receive services from an independent contractor will use the board approved contract template.

Capital purchases over $1,500 may be depreciated.
Cash is utilized on rare occasion for purchases. Up to $200 of petty cash may be kept on hand in the office for regular use. Expenses and offsetting receipts must be logged by the Petty Cash Manager. Documentation for the Petty Cash account is provided by Petty Cash Manager to Bookkeeper for quarterly reconciliation via folder on the shared drive.

- Payments are issued as needed by the Bookkeeper. As vendor invoices are received, they are uploaded into Bill.com then distributed to staff for approval and coding. After coding, the Executive Director and then the Treasurer approve the expense so the Bookkeeper can send payment. If a live check is needed, upon approval, the Bookkeeper prints the checks for signature by first the President or Treasurer, then the Executive Director. Copies of all checks and supporting documents are filed by the Bookkeeper electronically.

MP Procedures for Day-to-Day Operations - How we take in money and A/R (Revenue we generate)

Invoices are generated to request payment for all transactions with the exception of transactions that occur via Event Bright and Square at locations other than the MP office (primarily special events). Invoices are requested and then approved by the Executive Director, then generated by
the Administrative Coordinator with supervision by the bookkeeper, then emailed to the client for payment. Invoices over 30 days are then mailed to the client.

Cash payments made to the MP are received by the Petty Cash Manager. The Petty Cash Manager is responsible for processing the payment and providing proper documentation to the Bookkeeper. These receipts are generally deposited to the bank by the petty cash manager within 24 hours or as soon as possible.

A/R payments are received by Credit Card or Check. A/R payments by credit card are processed using online invoicing by e-mail. Credit card merchant payments are processed via a third party vendor online or in person via Brown Paper Tickets Square or a similar merchant processor or in person via Square by the Petty Cash Manager, Bookkeeper or Staff. The Bookkeeper reconciles receipts and posts payments accordingly.

Checks are the most common form of payment and received by the Petty Cash Manager. Upon receipt, the receiver stamps the back of the check with ‘for deposit only...MP account information’ and photocopies it. The checks are then deposited twice per week by the Petty Cash Manager. Documentation is then forwarded to the bookkeeper to record in QuickBooks.

MP Procedures for Fundraising – Development and Gift Acceptance Policies

MP will accept gifts that abide by IRS reporting regulations, state and federal law, and prioritize ethical donor relations. MP will accept gifts and in kind donations that align the strategic priorities of the organization and the desires of the donor or sponsors that are manageable and feasible to implement. For all income received, the donor will receive a gift acknowledgement letter will be provided as a receipt of the transaction for the donor within two business days of the gift being received. The letter will include MP’s name and tax ID, the amount of the cash contribution and type of contribution (donation, sponsorship, grant or event purchase) OR a description of the non-cash contribution (but no value) In the instance of in kind donations, it will be the responsibility of the donor to establish a value of the donated goods and/or services outside of the gift acknowledgement letter. MP Board Members, volunteers, employees or contractors will act in the best interest of MP and will disclose all potential or actual conflicts of interest.

MP Procedures for Day-to-Day Operations - Bank Accounts
Online Access: The Executive Director shall act as online administrator for MP bank accounts. In this role the Executive Director may transfer funds between checking and savings, and will designate viewing privileges to the Bookkeeper, the President, and the Treasurer for monitoring purposes. The President and the Treasurer shall be noted on the account as authorized signers in addition to the Executive Director.

Check Authorization: MP currently maintains two bank accounts. The MP Checking Account (Golden Pacific Bank): This account processes all of this organization’s accounts payables and receivables. The MP Savings Account (Golden Pacific Bank) for operating reserve funds. Check signers include the Board President, Treasurer, and Executive Director.

Line of Credit: MP shall maintain a line of credit with Wells Fargo equal to $50,000 which provides operating capital or unexpected legal/capital improvement fees. The Executive Director shall be the only authorized user of the line of credit but may not access the line of credit without formal authorization. Authorization comes by motion of the Board. In the rare case of an emergency in which the line of credit must be accessed prior to the next available Board, the President and Treasurer may jointly authorize the Executive Director to authorize the line of credit.

Reserve Policy: MP shall maintain a reserve of 5% of the annual operating budget.

MP Procedures for Day-to-Day Operations - Invoices

A/P (Expenses we pay)- MP receives invoices via mail and email. The AC will open invoices received in the mail and stamp with the date they were received. The AC will then scan and upload the invoices into Bill.com. For invoices received via email, the AC will forward the email to accountspayable.com which automatically places the invoice into Bill.com. MP will encourage all vendors to email their invoices directly to accountspayable@exploremidtown.org where A/P processing will begin. Once the invoice is in Bill.com the AC will review, categorize, allocate, and assign approvers based on the MP Contract and Budget Sheet.
ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made on April 29, 2019 ("Effective Date"), by and between Midtown PBID Corp dba Midtown Association, a California nonprofit mutual benefit corporation ("Association"), and Midtown Parks, a California nonprofit public benefit corporation ("Parks"). Association and Parks are sometimes referred to herein as a "Party" or, collectively, as the "Parties".

REQUITALS

A. Association is a property business improvement district for the Midtown district in the City of Sacramento. Association provides services to make Midtown the center for culture, creativity and vibrancy in Sacramento’s Urban Core, including clean and safe services, collaborative marketing and events, and public space management.

B. Parks is a nonprofit organization whose purpose is: to increase the community benefit and public’s enjoyment of Midtown Sacramento including, especially, its public spaces and parks, and to lessen the burdens of government by assisting the City of Sacramento, California in this effort including, but not limited to the following activities: (i) increasing infrastructure investments, design and maintenance in city public spaces and parks, (ii) increasing diverse and welcoming programming and events in city parks and public spaces, and (iii) creating a unique sense of identity for public spaces and parks to build community pride and investment.

C. Parks lacks the staff resources, office space and supplies to administer its programs and operations. Because of Association’s familiarity with Midtown and with Parks’ programs, purposes and operations, Parks desires to engage the Association to perform certain administrative services as identified on Exhibit A ("Services") to Parks.

D. Association wishes to provide the Services to Parks on the terms set forth herein.

Therefore, the Parties agree as follows:

AGREEMENT

1. Services. The scope of the Services are as set forth in Exhibit A to this Agreement. Association shall provide the Services to Parks as set forth in Exhibit A or on an "as requested" basis. Association shall at all times determine the manner in which such Services shall be provided, including but not limited to the principal personnel whom Association will assign to provide such Services, and the method, details and means of performing such Services.

2. Additional Services. Association may perform other activities which are not set forth in Exhibit A but are related or incidental to Parks’ business, as may be reasonably requested by Parks pursuant to a mutually executed amendment to Exhibit A ("Additional Services").
3. **Compensation.**

3.1 **Amount of Compensation.** Parks shall pay Association the fees, costs and expenses (collectively, "Fees") in exchange for the Services. The Fees are based on the fair market value of the Services as determined by mutual agreement of the Parties.

3.2 **Frequency of Compensation.** Association shall submit an invoice to Parks indicating the Services provided to Parks for the invoiced period and the Fee associated with each Service on a monthly basis. Parks shall pay Association within thirty (30) days following Parks’ receipt of an undisputed invoice from Association.

3.3 **Payment of Expenses.** Association shall be responsible for all expenses incurred in performance of the Services under this Agreement, unless the expense is specifically set forth in Exhibit A or reimbursement for an expense specifically provided for under this Agreement is approved in writing by Parks prior to the expense being incurred by Association.

3.4 **Taxes and Liabilities.** Each Party shall be responsible for all taxes and liabilities it incurs by its performance of this Agreement and each Party shall promptly pay all such taxes, and pay or otherwise satisfy all liabilities, when they come due.

3.5 **Right to Audit.** During the term of this Agreement, and for a period of sixty (60) days thereafter, Parks shall have the right, upon reasonable request, to audit Association with respect to all applicable records, reports, and documents necessary to verify the Fees.

4. **Term and Termination.**

4.1 **Term and Termination.** This Agreement shall begin on the Effective Date and shall continue until terminated. This Agreement may be terminated by either Party, upon sixty (60) days prior written notice to the address provided in Section 6.3 below.

4.2 **Effect of Termination.** Upon any termination of this Agreement all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination of this Agreement; and (ii) those rights and obligations which expressly survive termination of this Agreement.

5. **No Assumption of Liabilities.** No Party assumes any debt, obligation, or liability of the other Party as such may now or hereafter exist. The Parties acknowledge and agree that Parks shall not be liable or obligated for operational losses of Association, if any.

6. **Liability Insurance.**

6.1 Association shall, at its own cost and expense, maintain commercial general liability insurance and any other necessary business insurance during the term of the Agreement, covering both Association and Parks. Such commercial general liability insurance shall have commercially reasonable liability limits for injury or death of one or more persons in any one occurrence and for damage or destruction to property in any one occurrence.
6.2 Association agrees to provide workers' compensation insurance for its employees and agents in connection with the performance of the Services required under this Agreement.

7. **General Provisions.**

7.1 **Relationship of Parties.** Each Party is and shall be construed to be an independent contractor as to each other, and shall not be deemed to be or construed to be an agent, servant, or employee of the other Party. Nothing in the Agreement is intended to or shall be deemed to create a relationship of partnership or joint venture between the Parties.

7.2 **Confidentiality.** The Parties agree that all information exchanged between them in carrying out their responsibilities hereunder shall be maintained in strict confidence, and shall be used only for the purpose of performing such responsibilities. This confidentiality obligation shall survive the term or termination of this Agreement and shall continue in existence indefinitely.

7.3 **Notices.** All notices to be given under this Agreement shall be in writing and may be personally given upon the Parties hereto or may be given by depositing the same in the United States mail as follows:

If Association: Midtown PBID Corp dba Midtown Association
1401 21st Street, Unit A
Sacramento, CA 95811
Attention: Executive Director

If to Parks: Midtown Parks
1401 21st Street, Unit A
Sacramento, CA 95811
Attention: President

The above is subject to the right of any Party to change said address or addresses by submitting a notice in writing notifying the other Party of such new address. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

7.4 **Access to Books and Records.** To the extent required by applicable law, each Party shall, for a period of four (4) years after furnishing any services, supplies, or equipment to the other Party under this Agreement, make available upon written request to the applicable State of California or federal agencies, or any of their duly authorized representatives, any and all documents and records of such Party which are necessary to certify the nature and extent of the costs of such services, supplies, or equipment.

7.5 **No Third Party Beneficiaries.** This Agreement shall not be construed as conferring upon any third party any right or benefit and any and all claims which may arise hereunder may be enforced solely by the Parties hereto.

7.6 **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties pertaining to the provision of the Services, and supersedes any
and all other agreements, either oral or in writing, between the Parties with respect to the provision of the Services. This Agreement may be amended, modified, or otherwise changed only upon the written consent of the Parties hereto.

7.7 **Exhibits.** All exhibits referred to in this Agreement are deemed incorporated in this Agreement whether or not actually attached. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall prevail.

7.8 **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns. Notwithstanding the foregoing, however, no Party may assign any rights or delegate any duties hereunder without the prior written consent of the other Party.

7.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws provisions.

7.10 **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

7.11 **Necessary Acts.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments, whether mentioned in this Agreement or not, and shall take such other actions, whether mentioned in this Agreement or not, as may be reasonably required or appropriate to evidence, carry out or effectuate the intent and purposes of this Agreement.

7.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*(Signatures on Following Page)*
The undersigned are executing this Agreement as of the Effective Date.

**Midtown Parks,**
a California nonprofit public benefit corporation

By: [Signature]
Wendy Saunders, Chief Executive Officer

**Midtown PBID Corp dba Midtown Association,**
a California nonprofit mutual benefit corporation

By: [Signature]
Name: [Name]
Title: [Title]
EXHIBIT A

Capitalized terms not defined herein are given their meanings ascribed in the Agreement.

Services to be Provided

As requested by Parks, Association shall provide the below services to Parks.

The following are the specific Services to be provided by Association to Parks:

1. Association shall maintain a website for Parks that includes all of the materials for Parks’ events and other ventures and ensure that material is easily accessible by all parties.
2. Association shall provide staffing, office space, supplies, accounting and other related administrative support services.
3. Association shall provide reports and data as requested by Parks Board of Directors including measuring pedestrian activity in the parks associated with services offered by Association.
4. Association shall assist Parks in fundraising for programs through obtaining grants, contracts, foundation awards and government funding.
5. Association shall provide services to assist Parks in meeting Parks’ obligations to comply with relevant state and federal laws, rules and regulations.
6. Association shall provide communications services to brand each individual park that participates in Parks via email newsletters, signage, and on social media.
7. Association shall provide placemaking services that may include event planning and recruitment, short term community programming, and pop up seating and games.
8. Association shall provide capital improvement management services to that may include installation of furniture, landscaping and art.

Compensation for Services

Parks shall pay for the Services provided by Association as set forth below.

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair share of administrative costs including office space, supplies, accounting, phones, vehicle use and other related administrative support services.</td>
<td>$750 per month</td>
</tr>
<tr>
<td>Staff costs including website maintenance, staffing, reports and data, fundraising and service delivery.</td>
<td>Billed on a monthly basis at $2250 per month for 75 hours, any additional hours spent over the allocated 75 per month will be billed at a rate of $50 per hour</td>
</tr>
<tr>
<td>Midtown Mini staff time costs</td>
<td>$0, Association will provide this as an in-kind sponsorship</td>
</tr>
</tbody>
</table>
BYLAWS

OF

MIDTOWN PARKS

Adopted: 4-29-19
# BYLAWS OF MIDTOWN PARKS

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BYLAWS OF
MIDTOWN PARKS
A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME; PRINCIPAL OFFICE

Section 1. Name of Corporation. The name of this corporation is Midtown Parks (“Corporation”).

Section 2. Location of Principal Office. The principal office of the Corporation will be located at 1401 21st Street, Unit A, Sacramento, California 95811, or at such other location as the board of directors of the Corporation (“Board”) may from time to time designate by resolution.

ARTICLE II
PURPOSES

Section 1. Corporation Is Nonprofit. This Corporation has been formed pursuant to the California Nonprofit Public Benefit Corporations Law (“California Nonprofit Corporations Law”) as a public benefit corporation.

Section 2. Specific Purpose. The specific and primary purpose of this Corporation shall be: to increase the community benefit and public’s enjoyment of Midtown Sacramento including, especially, its public spaces and parks, and to lessen the burdens of government by assisting the City of Sacramento, California in this effort including, but not limited to the following activities: (i) increasing infrastructure investments, design and maintenance in city public spaces and parks, (ii) increasing diverse and welcoming programming and events in city parks and public spaces, and (iii) creating a unique sense of identity for public spaces and parks to build community pride and investment.

ARTICLE III
MEMBERSHIP

Section 1. Members. This Corporation shall have no members as that term is defined in Section 5056 of the California Nonprofit Corporations Law. Unless otherwise provided in these Bylaws, or in the California Nonprofit Corporations Law, any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board.
Section 2. **Associates.** Nothing in this Article III shall be construed as limiting the right of the Corporation to refer to persons associated with it, who participate in any activities of the Corporation, as "members" even though such persons are not members, as defined in Section 5056 of the California Nonprofit Corporations Law. Such persons shall be deemed to be associated persons with respect to the Corporation as that term is defined in Section 5332 of the California Nonprofit Corporations Law and no such reference shall constitute anyone a member of this Corporation.

**ARTICLE IV**

**BOARD OF DIRECTORS**

Section 1. **General Corporate Powers.** The activities and affairs of this Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Corporation’s Board of Directors. Subject to the provisions and limitations of the California Nonprofit Corporations Law and any other laws, the Board may delegate the management of the activities of the Corporation to any person or persons, or committee, provided that notwithstanding any such delegation, the activities and affairs of the Corporation shall continue to be managed and all corporate powers shall continue to be exercised under the ultimate direction of the Board.

Section 2. **Specific Powers.** Without prejudice to the general powers of the Board of Directors set forth in Article IV, Section 1 above, the Board shall have the power to:

(a) Appoint and remove, at the pleasure of the Board, all corporate officers, agents and employees; prescribe powers and duties for such persons that are consistent with law, the Articles of Incorporation and these Bylaws; and establish their compensation.

(b) Adopt and establish rules and regulations governing the affairs and activities of the Corporation, and take such steps as it deems necessary for the enforcement of such rules and regulations.

(c) Enforce all applicable provisions of the Bylaws.

(d) Contract for and pay premiums for insurance and bonds (including indemnity bonds) which may be required from time to time by the Corporation.

(e) Pay all taxes and charges which are or would become a lien on any portion of the Corporation’s properties.

(f) Accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purpose of the Corporation.

(g) Prepare budgets and maintain a full set of books and records showing the financial condition of the affairs of the Corporation in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare an annual financial statement.
financial report, a copy of which shall be delivered to each director as provided in Article IX, Section 4 of these Bylaws.

(h) Appoint such committees as it deems necessary from time to time in connection with the affairs of the Corporation, in accordance with Article VI of these Bylaws.

(i) Fill vacancies in any committee.

(j) Open bank accounts and borrow money on behalf of the Corporation and designate the signatories to such bank accounts.

(k) Bring and defend actions on behalf of the Corporation so long as the action is pertinent to the operations of the Corporation.

(l) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage or lease any real estate and personal property or public improvement necessary and incident to (1) increase infrastructure investments in public spaces, (2) the improvement of the area served, or (3) the financial stability of the Corporation.

(m) Contract with the Midtown PBID Corporation, d/b/a Midtown Association, for such personnel and other services as the Board deems necessary to exercise its powers, duties and functions, as described by appropriate law, statutes and ordinances as applicable thereto.

Section 3. **Number.** The Board shall consist of at least seven (7) but not more than nine (9) directors unless changed by amendment to these bylaws. The exact number of directors shall be fixed, within those limits, by a resolution adopted by the Board. The directors shall each be designated a position as follows: Position A, Position B, Position C, Position D, Position E, Position F, Position G, Position H and Position I. The minimum and/or maximum number of directors may be changed, or a definite number may be fixed without provision for an indefinite number, by a duly adopted amendment to the corporation’s articles of incorporation or by an amendment to this bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

Section 4. **Term of Office.** The term of office of all members of the Board shall be two (2) years with each director’s term ending on the date of the second annual meeting following the annual meeting at which such director was elected; provided, that following the effectiveness of this provision, each director initially appointed to Positions A, B, C, and D shall serve for an initial term expiring at the Corporation’s first annual meeting, and each director initially appointed to Positions E, F, G, H, and I shall serve for an initial term expiring at the Corporation’s second annual meeting. There shall be no limitation upon the number of consecutive terms to which a director may be re-appointed. Each director, including a director appointed or elected to fill a vacancy, shall hold office until the expiration of the term for which appointed or elected and until his or her successor has been appointed or elected and qualified.
Section 5. **Designation of Directors.** Pursuant to Corporations Code section 5220(d), the Midtown Association Board of Directors shall designate the persons to serve the director positions A through L upon the initial term and each subsequent term provided, however, that one of the director positions shall be a designated representative from the City of Sacramento.

Section 6. **Removal of Directors and Filling Vacancies on the Board.**

(a) **Vacancies, Generally.** A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of any of the following: (i) the death, resignation or removal of the director; or (ii) an increase of the authorized number of directors.

(b) **Resignation of Directors.** Any director may resign, which resignation shall be effective on giving written notice to the president, the secretary, or the Board, unless the notice specified a later time for the resignation to become effective. If the resignation of a director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

(c) **Filling of Vacancies.** Vacancies on the Board created pursuant to this Section 6 are to be filled by the designator as set forth in Article IV, Section 5. A director designated to fill a vacancy or a newly created director position shall hold office until the next designation of the position for which such director shall have been chosen, subject to the designation and qualification of a successor and to such director’s earlier death, resignation, or removal.

(d) **Removal of Directors for Cause.** The Board shall have the power and authority to remove a director and declare his or her office vacant if he or she has (i) been declared of unsound mind by a final order of court; (ii) been convicted of a felony; (iii) been found by a final order or judgment of any court to have breached any duty under Sections 5230 through 5237 of the California Nonprofit Corporations Law (relating to the standards of conduct of directors); or (iv) if the director fails to attend two (2) consecutive regular meetings of the Board which have been duly noticed in accordance with Article V hereof.

(e) **Removal of Directors Without Cause.** Except as otherwise provided in subparagraph (d), above, a director may only be removed from office prior to expiration of his or her term by the affirmative vote of a majority of the directors then in office. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 7. **Compensation.** Directors, officers and members of committees shall not be entitled to compensation for their services as such, although they may be reimbursed for such actual expenses as may be determined by resolution of the Board to be just and reasonable. Expenses shall be supported by an invoice or voucher acceptable to the Board. This Section 7 shall not be construed to preclude any director from serving the Corporation in any other capacity, such as an agent, employee, or otherwise, and receiving compensation for those services subject to Section 8 below.
Section 8. **Restriction on Interested Persons as Directors.** No more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." An interested person is (a) any person currently compensated by the Corporation or for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this Section shall not affect the validity or enforceability of transactions entered into by the Corporation.

Section 9. **Limitations on Powers of Board.**

(a) **Self-Dealing Transactions.** Notwithstanding the powers conferred on the Board pursuant to Sections 1 and 2 of this Article IV, this Corporation shall not engage in any transaction in which one or more of its directors has a material financial interest and which meets the definition of a “self-dealing transaction” as defined in Section 5233 of the California Nonprofit Corporations Law unless the transaction has been approved by one of the means specified in subparagraph (d) of that Section 5233.

(b) **Transactions Between Corporations Having Common Directorships.** Unless it is established that the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified, this Corporation shall not enter into a contract or transaction with any other corporation, association or entity in which one or more of the Corporation’s directors are directors unless the material facts as to the transaction and the director’s common directorship are fully known or disclosed to the Board. Except for contracts or transactions with the Midtown Association, the Board must approve, authorize or ratify any such contract or transaction in good faith and by a vote sufficient without counting the vote of the common directors. Contracts or transactions with the Midtown Association are to be approved by the Board of Directors only after the Board of Directors has received the approval of the Corporation’s outside counsel and outside certified public accountant as to the form and substance of the contract or transaction.

(c) **Loans to Directors or Officers.** This Corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless the transaction is first approved by the California Attorney General. This provision shall not apply to any reasonable advance on account of expenses anticipated to be incurred in the performance of the director’s or officer’s duties.

(d) **Standards for Investment.** Except as provided in Sections 5240(c) and 5241 of the California Nonprofit Corporations Law, in the investment, reinvestment, purchase, acquisition, exchange, sale and management of the Corporation’s investments, the Board shall:

1. Avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation’s capital;
(2) Comply with all state and federal laws and regulations governing investments by nonprofit corporations qualified as tax-exempt public charities under Section 501(c)(3) of the Internal Revenue Code including, but not limited to, the provisions contained in Section 5240 of the California Nonprofit Public Benefit Corporation Law and Section 18506 of the California Probate Code; and

(3) Comply with additional standards, if any, imposed by the Articles of Incorporation, these Bylaws or the express terms of any instrument or agreement pursuant to which the invested assets were contributed to the Corporation.

ARTICLE V

BOARD MEETINGS

Section 1. Place of Meetings; Meetings by Telephone or Electronic Communication. Regular and special meetings of the Board may be held at any place within the State of California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation. Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or electronic transmission, in which case the following shall apply:

(a) Participation in a meeting through use of conference telephone constitutes presence in person at the meeting as long as all directors participating in the meeting are able to hear one another.

(b) Participation in a meeting through use of video screen communication or other communications equipment, other than conference telephone, constitutes presence in person at the meeting if all of the following apply:

(1) Each director participating in the meeting can communicate concurrently with all other directors;

(2) Each director is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation; and

(3) The Board has adopted and implemented a means of verifying both of the following:

(i) A person participating in the meeting is a director or other person entitled to participate in the Board meeting.

(ii) All actions or votes by the Board are taken or cast only by the directors and not by persons who are not directors.
Section 2. Annual Meeting of Directors. The Board shall hold an annual meeting for the purpose of organization, election of officers, and the transaction of other business. The annual meeting shall be held sometime in the last fiscal quarter of each year, or at such other time as the Board may determine.

Section 3. Other Regular Meetings. Other regular meetings of the Board shall be held without notice at such time as shall from time to time be fixed by the Board and communicated to the individual Board members. Ordinarily, regular meetings shall be conducted at least quarterly.

Section 4. Special Meetings of the Board. Special meetings of the Board for any purpose may be called at any time by the president or any three directors.

Section 5. Notice of Meetings.

(a) Manner of Giving Notice. Notice of the time and place of regular and special meetings of the Board shall be given to each director by: (i) personal delivery of written notice; (ii) first-class mail, postage prepaid; (iii) telephone, including a voice messaging system or other technology designed to record and communicate messages, either directly to the director or to a person at the director’s home or office who would reasonably be expected to communicate such notice promptly to the director; (iv) facsimile when directed to the facsimile number for that recipient on record with the Corporation; (v) electronic mail when directed to the electronic mail address for that recipient on record with the Corporation; (vi) posting on an electronic message board or network which the Corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof; or (vii) other electronic means. Notice given by facsimile, electronic mail, electronic message board or other electronic means may be given only to recipients who have provided an unrevoked consent to the use of those means of transmission for notices, and may only be used if such means create a record that can be retained, retrieved and reviewed, and later be transferred into a tangible and legible form.

(b) Time Requirements. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic means shall be delivered, telephoned, or sent at least forty-eight (48) hours before the time set for the meeting.

(c) Notice Contents. The notice shall state the date, time, place, and, if it is a special meeting, a description of the general purpose of the meeting.

Section 6. Quorum Requirements. A majority of the actual number of directors then in office shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 8 of this Article V. Except as otherwise provided herein or in the California Nonprofit Corporations Law, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding
the withdrawal of directors below a quorum, if any action taken is approved by at least a majority of the required quorum for that meeting or such greater number as is required by the Articles of Incorporation or these Bylaws.

Section 7. **Waiver of Notice.** The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present, individually or collectively, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. The requirement of notice of a meeting shall also be deemed to have been waived by any director who attends the meeting without protesting before or at its commencement about the lack of notice.

Section 8. **Adjournment.** A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place or may adjourn for purposes of reconvening in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved and orders of business of a similar nature. If the meeting is adjourned for more than twenty-four (24) hours, notice of adjournment to any other time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment. Except as herein above provided, notice of adjournment need not be given.

Section 9. **Action Without a Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. For purposes of this section, “all members of the Board” shall not include any “interested director” as defined in Section 5233 of the California Nonprofit Corporations Law.

“Consent in writing” includes consent given through electronic transmissions from and to the Corporation by a means that creates a record that can be retained, retrieved and reviewed, and that may later be transferred into a tangible and legible form. A written consent solicited by the Corporation may be delivered to a director by (a) facsimile transmission or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that director on record with the Corporation, (b) posting on an electronic message board or network which the Corporation has designated for those communications, together with a separate notice to the recipient of the posting, or (c) other means of electronic communication; providing that such director has provided an unrevoked consent to the use of those means of transmission for communication by written consent. A written consent returned by a director to the Corporation may be delivered by (x) facsimile transmission or electronic mail when directed to the facsimile number or electronic mail address, respectively, which the Corporation has provided from time to time to directors for sending communications to the Corporation, (y) posting on an electronic message board or network which the Corporation has designated for those communications, and
which transmission shall be deemed validly delivered upon the posting, or (z) other means of electronic communication; providing that the Corporation has adopted reasonable measures to verify that the sender is the director purporting to send the transmission.

ARTICLE VI

COMMITTEES

Section 1. Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one or more committees of directors, each consisting of two or more directors, to serve at the pleasure of the Board. Committees of directors shall have all the authority of the Board with respect to matters within their area of assigned responsibility, except that no committee, whether a committee of directors or advisory committee, regardless of Board resolution, may:

(a) Fill vacancies on the Board of Directors or on any committee which has been delegated any authority of the Board.

(b) Amend or repeal Bylaws or adopt new Bylaws.

(c) Amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable.

(d) Appoint any other committees of the Board of Directors or the members of those committees.

(e) Expending Corporation funds to support a nominee for director after there are more people nominated for director than can be elected.

(f) Approve any self-dealing transaction unless authorized by Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

Section 2. Meetings and Actions of Committees. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article V of these Bylaws, concerning meetings of directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules not inconsistent with the provisions of these Bylaws for the governance of any committee, or in the absence of rules adopted by the Board, the committee may adopt such rules.

Section 3. Other Committees of Directors; Advisory Committees. The Board may establish other particular committees of directors, standing or ad hoc. The Board may also establish standing or ad hoc committees consisting of non-director members. Any committee
with non-director members is not a "committee of directors" and should be clearly labeled an "advisory committee."

**ARTICLE VII**

**OFFICERS**

Section 1. **Officers.** The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer. The Corporation may also have, at the discretion of the Board, a chair of the Board, additional vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as the Board may appoint, which officers shall have such authority and perform such duties as the Board may from time to time determine. One person may hold two or more offices, except that neither the secretary nor the treasurer may serve concurrently as president.

Section 2. **Election of Officers.** The officers of the Corporation shall be chosen annually by majority vote of the Board at its first regular meeting following the designation of directors, and each shall hold his or her office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

Section 3. **Removal of Officers.** Any officer may be removed, either with or without cause, by the Board.

Section 4. **Resignation of Officers.** Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 5. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. **Chair of the Board.** The chair, if such office is filled by the Board, shall preside at all Board meetings as well as perform all other duties related to the office or assigned by the Board. If the chair is designated the chief executive officer or if there is no president or vice president performing the duties of the president, the chair shall also be the chief executive officer of the Corporation.

Section 7. **President.** The president shall be elected by the Board from among the directors. If the Board has not designated a chair of the Board, the president shall be the chief executive officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the affairs and officers of the Corporation. If the Board has not designated a chair of the Board, the president also shall preside at all meetings of the Board, and shall have the general power and duties of management usually vested in the office of president of a corporation, together with such other powers and duties as may be prescribed by
the Board or the Bylaws. If the office of chair of the Board exists, the president shall have such duties of management and authority usually vested in the office of president of a corporation together with such other powers and duties as may be prescribed by the Board or the Bylaws.

Section 8. Vice Presidents. Each vice president, in order of their rank as designated by the Board shall perform the duties and exercise the powers of the president in the absence or disability of the president, and shall perform other duties as the Board or chair of the Board or president shall assign.

Section 9. Secretary. The secretary shall keep or cause to be kept at the principal office or such other place as the Board may order, a book of minutes of all meetings and actions of the Board and of committees of the Board, with the time and place of holding same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings and the proceedings thereof. The Secretary shall keep or cause to be kept at the Corporation’s principal office, a copy of the Articles of Incorporation and Bylaws, as amended to date, and all documents which must be available for public inspection pursuant to Article IX, Section 3. He or she shall give, or cause to be given, notice of all meetings of the Board required by the Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

Section 10. Treasurer. The treasurer, who may also be known as the chief financial officer, shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books and records shall at all reasonable times be open to inspection by any director. The treasurer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. He or she shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the president and directors whenever they request it, an account of all of his or her transactions as treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws. If required by the Board, the treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

ARTICLE VIII

INDEMNIFICATION, PERSONAL LIABILITY AND INSURANCE

Section 1. Indemnification of Corporate Agents.

(a) Right of Indemnity. To the fullest extent permitted by Section 5238 of the California Nonprofit Corporations Law, and as provided in these Bylaws, the Corporation:
(i) shall indemnify any person who is or was a director, officer, or employee of the Corporation, or of a corporate predecessor of the Corporation;

(ii) may indemnify any person who is or was serving as an agent of the Corporation or of a corporate predecessor of the Corporation; and

(iii) may indemnify any person who is or was serving, at the request of the Corporation or of a corporate predecessor, as a director, officer, employee or agent of another entity (such persons described immediately above in subparagraphs (i), (ii), and (iii) shall be referred to as “agents of the Corporation”), against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any proceeding, by reason of the fact that the person is or was an agent of the Corporation. As used in this Article, “expenses,” shall have the same meaning as in Section 5238(a) and shall include reasonable attorney’s fees; and “proceeding” shall have the same meaning as in Section 5238(a) (including an action by or in the right of the Corporation, an action brought under Section 5233 of the California Nonprofit Corporations Law, and an action brought by the Attorney General or its relator for breach of duty relating to assets held in charitable trust).

(b) Approval of Indemnity. To the extent that an agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d). Otherwise, on written request to the Board by any person seeking indemnification under the Section 5238(b) or Section 5238(c), the Board shall promptly decide under Section 5238(e) whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification to the extent permitted thereby.

(c) Advancing Expenses. The Board may authorize the advance of expenses incurred by or on behalf of an agent of this Corporation in defending any proceeding, prior to final disposition of that proceeding, if the Board receives a written undertaking by or on behalf of that agent that the advance will be repaid unless it is ultimately found that the agent is entitled to be indemnified for those expenses.

Section 2. Insurance. The Corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of the Corporation’s directors, officers, employees and other agents (each, an “agent”), to cover any liability asserted against or incurred by the agent in such capacity or arising out of the agent’s status as such. Such insurance may provide for coverage against liabilities beyond the Corporation’s power to indemnify the agent under the law; however, the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent for a violation of Section 5233.

Section 3. Personal Liability of Directors and Officers. The personal liability of officers and directors of this Corporation for negligent acts or omissions shall be eliminated to the fullest extent permitted by law.
ARTICLE IX

RECORDS AND REPORTS

Section 1. Maintenance of Corporate Records. The Corporation shall keep: (a) adequate and correct books and records of accounts; and (b) written minutes of the proceedings of the Board and Board committees.

Section 2. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect the Corporation’s books, records, documents of every kind, physical properties, and the records of each of its subsidiaries. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 3. Public Inspection. The Corporation shall make available for public inspection its annual return of an exempt organization (IRS Form 990), its application for tax-exempt status (IRS Form 1023) and supporting papers, its determination letter from the Internal Revenue Service acknowledging exempt status, and its audited financial statements, if any, and shall otherwise comply with the law regarding inspection and copying of such documents. The audited financial statements, if any, shall also be made available for inspection by the California Attorney General.

Section 4. Annual Statement of Certain Transactions and Indemnifications. The Corporation shall annually prepare and furnish to each director an annual report within 120 days after the end of the Corporation’s fiscal year. That report shall contain the following information, in appropriate detail:

   (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year; the principal changes in assets and liabilities, including trust funds; the Corporation’s revenue or receipts, both unrestricted and restricted to particular purposes; the Corporation’s expenses or disbursements for both general and restricted purposes; an independent accountants’ report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation’s books and records. This requirement of an annual report shall not apply to the Corporation receives less than $25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who request it in writing.

   (b) A statement of any transaction (i) in which the Corporation was a party, (ii) in which an “interested person” had a direct or indirect material financial interest, and (iii) which involved more than $50,000, or was one of a number of transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an “interested person” is any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest). The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction and, if practicable, the amount of
that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(c) A statement of any indemnifications or advances aggregating more than $10,000 paid during the fiscal year to any officer or director of the Corporation under Article VIII of these Bylaws.

Section 5. Biennial Statement of General Information. As and when required by Section 6210 of the California Nonprofit Corporations Law, the Corporation shall file with the Secretary of State of the State of California, on the prescribed form, the names and complete business or residence addresses of the chief executive officer, secretary and chief financial officer (treasurer), the street address of its principal office in this state, together with a designation of the agent of the Corporation for the purpose of service of process.

ARTICLE X

AMENDMENT AND INTERPRETATION

Section 1. Amendment or Repeal of Bylaws. Except as otherwise expressly provided herein, these Bylaws may only be amended or repealed, and new Bylaws adopted by the affirmative vote or written ballot of a majority of the Board.

Section 2. Construction and Definitions. Unless the context requires otherwise or a term is specifically defined herein, the general provisions, rules of construction, and definitions in the California Nonprofit Corporations Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, and the singular number includes the plural and the plural number includes the singular.
CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Midtown Parks, a California nonprofit public benefit corporation, and that the above Bylaws consisting of fourteen (14) pages, were duly adopted by the Board of Directors of said Corporation on the 29th day of April, 2019 and that they now constitute said Bylaws.

[Signature]
Larry Watson, Secretary
2019 Meeting & Event Schedules

BOARD MEETINGS: Board Meetings are held up to nine times per year on the second Friday of the month from 12:00 - 12:15 pm as needed. Lunch is provided for committee members and guests.

- January 11
- February 8
- April 12
- June 7
- July 12
- September 13
- October 23 (Annual Board Meeting)
- November 8

Special Events:

- Midtown Mini - September 21st | 20th & K Streets | 4:00 - 7:00 pm
MIDTOWN PARKS
2019-2020 BOARD OF DIRECTORS ROSTER

1. **Wendy Saunders, Chair** | Capitol Area Development Authority |
   1522 14th Street, Sacramento, CA 95814 | 916.332-2114 | wsaunders@cadanet.org

2. **Mike Testa, Vice Chair** | Visit Sacramento |
   1608 I Street, Sacramento, CA 95814 | 916.808.7479 | mtesta@visitsacramento.com

3. **John Hodgson, Executive Committee Member at Large** | The Hodgson Company |
   2514 Chinatown Alley, Sacramento, CA 95816 | 916-548-8554 | jhodgson@thehodgsoncompany.com

4. **Beth Hassett, Past President** | WEAVE, Inc. |
   1900 K Street, Sacramento, CA 95811 | 916.319.4923 | bhassett@weaveinc.org

5. **Randy Paragary, CFO** | Paragary Restaurant Group |
   1403 28th Street Sacramento CA 95816 | 916.452.3335 | randy@paragarys.com

6. **Ken Turton, Treasurer** | Turton Commercial Real Estate |
   1730 I Street, Suite 260, Sacramento, CA 95811 | 916.468.0187 | kenturton@turtoncom.com

7. **Larry Watson, Secretary** | Banks & Watson Attorneys |
   1331 21st Street, Sacramento CA 95816 | 916.325.1000 | lrw@bw-firm.com

8. **Kimio Bazett** | The Golden Bear |
   2326 K Street, Sacramento, CA 95814 | 916.441.2242 | kimio@goldenbear916.com

9. **Shannon Brown** | City of Sacramento, Youth, Parks, and Community Enrichment |
   915 I Street, 3rd Floor, Sacramento, CA 95814 | 916.808.6076 | sdbrown@cityofsacramento.org
ARTICLES OF INCORPORATION
OF
MIDTOWN PARKS

ARTICLE I.

The name of this corporation is Midtown Parks.

ARTICLE II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.

B. The specific and primary purpose of this Corporation shall be to increase the community benefit and public's enjoyment of Midtown Sacramento including, especially, its public spaces and parks, and to lessen the burdens of government by assisting the City of Sacramento, California in this effort including, but not limited to the following activities: (i) increasing infrastructure investments, design and maintenance in city public spaces and parks, (ii) increasing diverse and welcoming programming and events in city parks and public spaces, and (iii) creating a unique sense of identity for public spaces and parks to build community pride and investment.

C. This corporation is organized and operated exclusively for the charitable purposes within the meaning of Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States Internal Revenue Code law. Despite any other provision in these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States Internal Revenue Code law, or (ii) a corporation, contributions to which are deductible under Internal Revenue Code section 170(c)(2) or the corresponding provision of any future United States Internal Revenue Code law.

ARTICLE III.

The name in the State of California of this corporation's initial agent for service of process is:

Emily Baime Michaels
1401 21st Street, Unit A
Sacramento, CA 95811

ARTICLE IV.

The initial street and mailing address of the corporation is 1401 21st Street, Unit A,
Sacramento, CA 95811.

ARTICLE V.

A. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

B. The property of this corporation is irrevocably dedicated to the purposes set forth in Article II. No part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

C. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3) (or corresponding provisions of any future federal Internal Revenue Code law).

ARTICLE VI.

A. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under the California Nonprofit Public Benefit Corporation Law, including, without limitation, as provided in Section 5239 thereof with respect to volunteer directors and volunteer executive officers.

B. This corporation is authorized to provide for, whether by an agreement or otherwise, the indemnification of "agents," as that term is defined in Section 5238 of the California Nonprofit Public Benefit Corporation Law. Notwithstanding the immediately preceding sentence, the directors and executive officers of this corporation shall be entitled to indemnification to the fullest extent permitted under, and in accordance with, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

C. This corporation shall have the power to purchase and maintain insurance on behalf of any agent pursuant to, and to the fullest extent permitted under, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

D. Any repeal or modification of this Article VI shall be prospective only and shall not adversely affect any right or protection of a director, executive officer or other agent of this corporation existing at the time of such repeal or modification.

Dated: April 29, 2019

Emily Bain
Incorporator
I hereby certify that the foregoing transcript of [number of pages] is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 6 2019

ALEX PADILLA, Secretary of State
THE
BROWN
ACT

OPEN MEETINGS FOR
LOCAL LEGISLATIVE BODIES

2003

CALIFORNIA ATTORNEY
GENERAL’S OFFICE
THE

BROWN

ACT

OPEN MEETINGS FOR
LOCAL LEGISLATIVE BODIES

Office of the Attorney General
Bill Lockyer
Attorney General

Prepared by the Division of Civil Law

Chief Assistant Attorney General Andrea Lynn Hoch
Deputy Attorney General Ted Prim, Editor
Throughout California’s history, local legislative bodies have played a vital role in bringing participatory democracy to the citizens of the state. Local legislative bodies - such as boards, councils and commissions - are created in recognition of the fact that several minds are better than one, and that through debate and discussion, the best ideas will emerge. The law which guarantees the public’s right to attend and participate in meetings of local legislative bodies is the Ralph M. Brown Act.

While local legislative bodies generally are required to hold meetings in open forum, the Brown Act recognizes the need, under limited circumstances, for these bodies to meet in private in order to carry out their responsibilities in the best interests of the public. For example, the law contains a personnel exception based on notions of personal privacy, and a pending litigation exception based upon the precept that government agencies should not be disadvantaged in planning litigation strategy. Although the principle of open meetings initially seems simple, application of the law to real life situations can prove to be quite complex.

The purpose of this pamphlet is to provide a brief description of the Brown Act, along with a discussion of court decisions and opinions of this office that add to our understanding by applying it in specific factual contexts. We hope this pamphlet will assist both public officials and those who monitor the performance of local legislative bodies to minimize and resolve disputes over interpretations of the Brown Act. In recent years, both the California Supreme Court and the courts of appeal have recognized the benefit of pamphlets issued by our office. This recognition by the courts, along with many favorable comments from members of the public, strengthens our resolve to continue producing reliable informational materials on the Brown Act and other California laws. Publication of these materials constitutes a tradition of service that we value greatly.

Ideas and suggestions for future editions of this pamphlet are welcomed and should be addressed to the editor.

Sincerely,

BILL LOCKYER
Attorney General
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INTRODUCTION

This pamphlet concerns the provisions of the Ralph M. Brown Act, which govern open meetings for local government bodies. The Brown Act is contained in section 54950 et seq. of the Government Code. Accordingly, all statutory references in this pamphlet are to the Government Code unless otherwise noted. The pamphlet contains a table of contents, which may also serve as a topical outline for the reader. The pamphlet also includes a brief summary of the main provisions of the Brown Act, along with references to the appropriate Government Code sections and chapters of the text. The text includes a discussion of the law along with tips on how the law should be applied in particular situations. Numerous references are made to legal authorities throughout the text. A copy of the Brown Act in its entirety is set forth in the appendix to the pamphlet. Lastly, the pamphlet contains a table of authorities so that the reader can determine all of the places in the text where references are made to a particular authority.

In preparing this pamphlet, we relied on a variety of legal resources. Appellate court cases were consulted and are cited throughout the pamphlet. While most of the more significant cases are discussed, this pamphlet is not intended to be a compendium of all court cases in this area. In addition, we drew upon published opinions and unpublished letter opinions issued by this office. Attorney General opinions, unlike appellate court decisions, are advisory only and do not constitute the law of the state. However, with respect to the Brown Act, the courts have frequently adopted the analysis of Attorney General opinions, and have commented favorably on the service afforded by those opinions and this pamphlet. (Bell v. Vista Unified School Dist. (2000) 82 Cal.App.4th 672; Freedom Newspapers v. Orange County Employees Retirement System (1993) 6 Cal. 4th 821, 829.)

Published opinions are cited by volume and page number (e.g., 32 Ops.Cal.Atty.Gen. 240 (1958)). Unpublished letter opinions are cited as indexed letters by year and page number (e.g., Cal.Atty.Gen., Indexed Letter, No. IL 76-201 (October 20, 1976).) Published opinions are available through law libraries and some attorneys’ offices. As a general rule, indexed letters are available only in the Office of the Attorney General. Copies may be obtained by a request to the Public Inquiry Unit of the Office of the Attorney General.

If you have specific questions or problems, the statutes, cases and opinions should be consulted. You also may wish to refer the matter to the attorney for the agency in question, a private attorney or the district attorney.

The pamphlet is current through January 2003 with respect to statutes, case law, and Attorney General opinions.
SUMMARY OF KEY BROWN ACT PROVISIONS

COVERAGE

PREAMBLE:
Public commissions, boards, councils and other legislative bodies of local government agencies exist to aid in the conduct of the people’s business. The people do not yield their sovereignty to the bodies that serve them. The people insist on remaining informed to retain control over the legislative bodies they have created.

GOVERNING BODIES:
Includes city councils, boards of supervisors, and district boards. Also covered are other legislative bodies of local government agencies created by state or federal law.

SUBSIDIARY BODIES:
Includes boards or commissions of a local government agency as well as standing committees of a legislative body. A standing committee has continuing subject matter jurisdiction or a meeting schedule set by its parent body. Less-than-a-quorum advisory committees, other than standing committees, are exempt.

PRIVATE OR NONPROFIT CORPORATIONS OR ENTITIES:
Covered only if:

a. A legislative body delegates some of its functions to a private corporation or entity; or

b. If a legislative body provides some funding to a private corporation or entity and appoints one of its members to serve as a voting member of entity’s board of directors.
MEETING DEFINED

INCLUDES:

Any gathering of a quorum of a legislative body to discuss or transact business under the body’s jurisdiction; serial meetings are prohibited.

EXEMPTS:

(1) Individual contacts between board members and others which do not constitute serial meetings;

(2) Attendance at conferences and other gatherings which are open to public so long as members of legislative bodies do not discuss among themselves business of a specific nature under the body’s jurisdiction;

(3) Attendance at social or ceremonial events where no business of the body is discussed.

LOCATIONS OF MEETINGS:

A body must conduct its meetings within the boundaries of its jurisdiction unless it qualifies for a specific exemption.

TELECONFERENCE MEETINGS:

Teleconference meetings may be held under carefully defined conditions. The meeting notice must specifically identify all teleconference locations, and each such location must be fully accessible to members of the public.

PUBLIC RIGHTS

PUBLIC TESTIMONY:

Public may comment on agenda items before or during consideration by legislative body. Time must be set aside for public to comment on any other matters under the body’s jurisdiction.
NON-DISCRIMINATORY FACILITIES:
Meetings may not be conducted in a facility that excludes persons on the basis of their race, religion, color, national origin, ancestry, or sex, or that is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.

COPY OF RECORDING:
Public may obtain a copy, at cost, of an existing tape recording made by the legislative body of its public sessions, and to listen to or view the body’s original tape on a tape recorder or viewing device provided by the agency.

PUBLIC VOTE:
All votes, except for those cast in permissible closed session, must be cast in public. No secret ballots, whether preliminary or final, are permitted.

CLOSED MEETING ACTIONS/DOCUMENTS:
At an open session following a closed session, the body must report on final action taken in closed session under specified circumstances. Where final action is taken with respect to contracts, settlement agreements and other specified records, the public may receive copies of such records upon request.

TAPING OR BROADCASTING:
Meetings may be broadcast, audio-recorded or video-recorded so long as the activity does not constitute a disruption of the proceeding.

CONDITIONS TO ATTENDANCE:
Public may not be asked to register or identify themselves or to pay fees in order to attend public meetings.

PUBLIC RECORDS:
Materials provided to a majority of a body which are not exempt from disclosure under the Public Records Act must be provided, upon request, to members of the public without delay.
REQUIRED NOTICES AND AGENDAS

REGULAR MEETINGS:
Agenda containing brief general description (approximately twenty words in length) of each matter to be considered or discussed must be posted at least 72 hours prior to meeting.

SPECIAL MEETINGS:
Twenty-four hour notice must be provided to members of legislative body and media outlets including brief general description of matters to be considered or discussed.

EMERGENCY MEETINGS:
One hour notice in case of work stoppage or crippling activity, except in the case of a dire emergency.

CLOSED SESSION AGENDAS:
All items to be considered in closed session must be described in the notice or agenda for the meeting. A model format for closed-session agendas appears in section 54954.5. Prior to each closed session, the body must orally announce the subject matter of the closed session. If final action is taken in closed session, the body generally must report the action at the conclusion of the closed session.

AGENDA EXCEPTION:
Special procedures permit a body to proceed without an agenda in the case of emergency circumstances, or where a need for immediate action came to the attention of the body after posting of the agenda.
CLOSED-SESSION MEETINGS

PERSONNEL EXEMPTION:

The body may conduct a closed session to consider appointment, employment, evaluation of performance, discipline or dismissal of an employee. With respect to complaints or charges against an employee brought by another person or another employee, the employee must be notified, at least 24 hours in advance, of his or her right to have the hearing conducted in public.

PUBLIC SECURITY:

A body may meet with law enforcement or security personnel concerning the security of public buildings and services.

PENDING LITIGATION:

A body may meet in closed session to receive advice from its legal counsel concerning existing litigation, initiating litigation, or situations involving a significant exposure to litigation. The circumstances which constitute significant exposure to litigation are expressly defined in section 54956.9(b)(3).

LABOR NEGOTIATIONS:

A body may meet in closed session with its negotiator to consider labor negotiations with represented and unrepresented employees. Issues related to budgets and available funds may be considered in closed session, although final decisions concerning salaries of unrepresented employees must be made in public.

REAL PROPERTY NEGOTIATIONS:

A body may meet in closed session with its negotiator to consider price and terms of payment in connection with the purchase, sale, exchange or lease of real property.
REMEDIES AND SANCTIONS

CIVIL REMEDIES:

Individuals or the district attorney may file civil lawsuits for injunctive, mandatory or declaratory relief, or to void action taken in violation of the Act. 54960; Ch. VII 54960.1

Attorneys’ fees are available to prevailing plaintiffs. 54960.5

CRIMINAL SANCTIONS:

The district attorney may seek misdemeanor penalties against a member of a body who attends a meeting where action is taken in violation of the Act, and where the member intended to deprive the public of information which the member knew or has reason to know the public was entitled to receive. 54959 Ch. VII
ACKNOWLEDGEMENT OF MIDTOWN PARKS BOARD HANDBOOK

This is to acknowledge that I received, read, understood, and will abide by the policies outlined in the MP Board Handbook.

Name printed

Signature

Date