



DRAFT MINUTES

GUALALA COMMUNITY CENTER BOARD OF DIRECTORS REGULAR MEETING

Wednesday, May 13, 2025 2:30 P.M.

Gualala Baptist Church 37300 Church St

THESE MINUTES HAVE NOT BEEN APPROVED BY THE BOARD

1. CALL TO ORDER: 2:41pm
 - 1.1. Directors: Janet Pierucci, Darla Buechner, Colby Bibb, Paul Cupich, Laverne Hancock, Nancy Howard, Whyte Owen.
 - 1.2. Quorum: Yes.
 - 1.3. Scribe: Nancy.
 - 1.4. GCC Members Attendance: Visual count by Board Secretary – 14.

2. ADOPTION OF THE AGENDA:
 - 2.1. Adds/Changes: Nancy – Add Annual Meeting Notice for Board approval. Janet – Add PGE license agreement for Board approval. Darla – Email from John Bower to extend Center St through GCC property.
 - 2.2. Motion to Approve: Colby, Second: Darla.
 - a. Vote: 7.0.0. Approved.

3. ANNOUNCEMENTS.
 - 3.1. Members:
 - a. Member asked the Board to speak loudly.
 - b. Member advised Pt. Arena Community Center (PACC) in establishing their organization and would like help from GCC. The member was advised to ask PACC to send a letter to the Board outlining their needs.
 - 3.2. Board: None

5. APPROVAL OF DRAFT MINUTES:
 - 5.1. [2026-04-08 Board Regular Meeting](#).
 - 5.2. Add/Changes:
 - 5.3. Motion to Approve: Colby, Second: Nancy.
 - a. Vote: 5.0.2 APPROVED Darla and Whyte abstained because both were absent.

6. REPORTS:
 - 6.1. President Report: Janet
 - a. USDA Grant – holding pattern waiting for documentation.
 - b. Mendo Community Foundation Grant. GCC was not awarded its previous submission but is encouraged by the MCF representative to reapply this summer.
 - c. Correspondence. Received a note from a member encouraging us to get the building built. Received correspondence from Mendonoma Health Alliance requesting financial support for their projects.
 - 6.2. Vice President Report: Darla
 - a. 2026-05-06 Executive Session: Insurance coverage; Michael Combs -legal action Court dates in June and Aug; Pre-approval of contracts for consultants by Board; Approved retain Attorney Darrel Reese to restate Bylaws at a flat rate of \$2,500; Approved retain Attorney Jeff McClure to review & write legal opinion regarding prevailing wages on USDA grant.
 - b. 2026-05-11 Executive Session: Discussed Combs on ballot; Approved inspectors of election.
 - 6.3. Treasurer Report: Colby
 - a. [Financial Reports. April and Fiscal Year to date.](#)

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- b. Sales Tax: April \$1,974, Fiscal YTD\$20,416.
 - c. Pay 'N' Take Sales. April \$23,413, YTD \$264,750.
-

6.4. Finance Committee Report: Paul

- a. Researching sales tax exemption requirements, he is building details and will contact TAAP, an organization that provides legal help regarding this issue.
- b. Sales are short of last year's \$300k Pay-n-Take sales. 1st time since covid. Paul has observed the types of items donated have changed, which may have to do with demographic changes over the years since covid.

6.5. Bylaws Committee Report: Laverne

- a. [Zoom meeting report with Attorney Daryl Reese.](#)
- b. Board has approved engaging Attorney Reese to restate GCC bylaws for flat rate of \$2500.00.

6.6. Election of Directors: Nancy

- a. [Election Announcement](#) - GCC must adhere to the GCC bylaws for the upcoming election. Seven candidates have declared candidacy to run for 4 open seats. Members can be nominated from the floor.

6.7. The Build Local Professional Group: Adrian

- a. Mendocino Building Department Permits: They require ADA access to containers. Main building has been approved except for the kitchen permit which is in process with the Environmental Health Dept. It is anticipated that this will take another three to four weeks.
- b. Federal Grant: If prevailing wage (PW) is required it would consume an additional 18% of the Grant award. An attorney has been engaged to provide a legal opinion on PW. We are exploring the use of grant for soft costs or spend it on the Annex roof, repair deck, remodel of the garage.
- c. General Contractor Request for Interest (RFI): An ad, intended for publication in the ICO, is on hold until legal opinion regarding PW is received. A member suggested running the ad now requesting two options, with or without PW, saving time once the PW legal decision is received.

7. NEW BUSINESS

7.1. Scholarships: Whyte

- a. Submit Motion to approve funding Scholarships \$2000 each for 6 applicants.
- b. Motion to Approve: Whyte, Second: Colby.
- c. Vote: 7.0.0. APPROVED

7.2. Formation of the GCC Nomination Committee: Nancy

- a. This Committee is formed under the direction of the Membership Committee.
- b. Motion to Approve: Darla, Second: Paul.
- c. Vote: 7.0.0. APPROVED

7.3. Motion to nominate members to the 2025-2026 Nomination Committee: Janet

- a. Motion to appoint Whyte Owen and Michael Thomas, Janet Loxley.
- b. Motion to Approve: Darla, Second: Paul.
- c. Vote: 6.0.1. Whyte abstained APPROVED

7.4. Motion to approve [Election Notice to the membership](#): Nancy

- a. Motion to Approve: Laverne, Second: Whyte.
- b. Vote: 7.0.0. APPROVED

7.5. Motion to approve [PGE Public Safety Power Shutoff License Agreement](#): Janet

- a. Motion to Approve: Darla, Second: Colby.
 - b. Vote: 7.0.0. APPROVED
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7.6. Email from John Bower to extend Center St east across GCC property: Darla

- a. John advised would expand Center St from Church St to Hwy 1, which would include a roundabout at the base of Center into HWY 1. MCOG would need to approve. Unclear on funding source.
- b. Motion to table this discussion until sometime in the future and after more information has been presented.
 - i. Motion to Approve: Nancy, Second: Whyte.
 - ii. Vote: 7.0.0. APPROVED

8. UNFINISHED BUSINESS

9. ADJOURN

9.1. Meeting adjourned at 4:31 PM.

Motion by: Director _____

Second: Director _____

Absent: Director _____

Excused: Director _____

VOTE: Ayes: Nays: Abstained: Approved Failed

MINUTES APPROVED ON: _____

Board Secretary Signature: _____ Date: _____

DRAFT

Gualala Community Center			
Budget vs. Actuals April 30, 2026			
July 2025 - April 2026			
	Total		
GENERAL FUND	Actual	Budget	over Budget
Revenue			
DIVIDEND - Worker's Comp	454	167	287
Dues - Deposit to RB Ckg	1,795	-	1,795
Total DUES, DONATIONS & MEMORIALS	5,769	2,417	3,352
Total INTEREST INCOME	46	38	8
Total Pay & Take Mid Month Sale	97,385	83,500	13,885
Total Pay & Take Sales First of Month	122,818	103,572	19,246
Total PAY N TAKE SALES	264,750	220,405	44,345
Total RENTAL INCOME	200	167	33
Total Revenue	273,014	223,193	49,821
Expenditures			
Total BUILDINGS/GROUNDS EXPENSE	365	21,667	(21,302)
Total CENTER ACTIVITIES	2,862	2,568	293
Total DONATIONS/COMMUNITY RELATIONS	33,750	25,417	8,333
Total INSURANCE	15,079	10,633	4,446
Total OFFICE SUPPLIES	4,188	2,225	1,964
Total OTHER EXPENSES	14,318	23,333	(9,015)
Total PAY N TAKE - BOOKS	96	417	(321)
Total PAY N TAKE - CLOTHING	581	417	165
Total PAY N TAKE - FURNITURE & ELEC	-	-	-
Total PAY N TAKE - KITCHEN	3,807	3,055	752
Total PAY N TAKE DEPARTMENT	233	417	(184)
Total PAY N TAKE EXPENSES - GENERAL	4,322	4,250	72
Total PROFESSIONAL FEES	45,952	40,254	5,697
Total RENTAL - CLOTHING DEPT	25,719	26,750	(1,031)
Total TAXES, LICENSES, & PERMITS	28,621	24,856	3,765
Total UTILITIES	7,343	7,625	(282)
Total Expenditures	187,236	193,884	(6,648)
NET OPERATING REVENUE	85,779	29,309	56,470

Profit & Loss		
Gualala Community Center		
April 2026		
	Total	
GENERAL FUND	Apr 2026	July 2025 to April 2026
Revenue		
DIVIDEND - Worker's Comp	-	454
Dues - Deposit to RB Ckg	10	1,795
Total for DUES, DONATIONS & MEMORIALS	330	5,769
Total for INTEREST INCOME	4	46
Clothing - Other Saturday Sales	4,053	44,548
Total for Pay & Take Mid Month Sale	9,586	97,385
Total for Pay & Take Sales First of Month	9,775	122,818
Total for PAY N TAKE SALES	23,413	264,750
Total for RENTAL INCOME	-	200
Uncategorized Income	(130)	-
Total Revenue	23,628	273,014
Expenditures		
Total for BUILDINGS/GROUNDS EXPENSE	-	365
Total for CENTER ACTIVITIES	79	2,862
Total for DONATIONS/COMMUNITY RELATIONS	2,500	33,750
Total for INSURANCE	1,321	15,079
Total for OFFICE SUPPLIES	983	4,188
Total for OTHER EXPENSES	800	14,318
Total for PAY N TAKE - BOOKS	38	96
Total for PAY N TAKE - CLOTHING	241	581
Total for PAY N TAKE - KITCHEN	-	3,807
Total for PAY N TAKE DEPARTMENT	26	233
Total for PAY N TAKE EXPENSES - GENERAL	273	4,322
Total for PROFESSIONAL FEES	3,638	45,952
Total for RENTAL - CLOTHING DEPT	2,481	25,719
Total for TAXES, LICENSES, & PERMITS	2,443	28,621
Total for UTILITIES	677	7,343
Total for Expenditures	15,499	187,235
Net Operating Revenue	8,129	85,779

Profit & Loss		
Gualala Community Center		
April 2026		
	Total	
REBUILDING FUND	Apr 2026	July to April
Other Revenue		
Total for DONATIONS RB	8,383	41,457
Fidelity Donations Not Matching	-	28,869
Fidelity Matching Funds \$300,000	-	300,000
Fidelity Matching Funds Solar Restricted	-	87,500
Total for INTEREST RB INCOME	5,644	55,754
Matching Funds \$300,000		212,500
Total for REBUILDING FUNDS MATCHING		2,207
Total for Other Revenue	14,027	728,288
REBUILDING - PROFESSIONAL FEES		
Architect	5,000	5,000
Consultants	-	6,425
Professional Fees In Kind	-	1,200
Structural Drawings	-	1,058
Total for REBUILDING - PROFESSIONAL FEES	5,000	13,683
REBUILDING EXPENSES		
Demolition Permit	-	184
Fencing	-	997
Permit - Building Extension	-	368
Permit - Grading & Compaction	-	1,264
Postage	-	51
Printing	-	244
Sewer Tank Destruction	-	447
Supplies	-	365
USAD Grant Expense	-	600
Total for REBUILDING EXPENSES	-	4,520
Total for Other Expenditures	5,000	18,203
Net Other Revenue	9,027	710,085

Draft Minutes
Gualala Community Center Bylaws Committee Meeting
Wednesday, May 7, 2026, 10:00 AM via Zoom
Gualala Community Center Annex Conference Room and Remote access

Zoom Meeting Host: Daryl Reese, Daryl Reese Law Group

Committee Members: Laverne Hancock, Janet Pierucci, Cathi Matthews, Nancy Howard, Karen Russell
Laverne requested to recorded the meeting. He gave Nancy the function to begin the recording.



Corporate Governance

Documentary Authority:

- A Nonprofit Corporation is considered a separate other 'person'
 - Exercise authority through documents and the hierarchy of the authority
 - CA Corp. Code, nothing we do should violate these codes
 - Articles of Incorporation
 - Bylaws are most critical document in the organization
 - Minutes and Resolutions
- Structure of Bylaws – Roadmap Organized by Function
 - Article 1 – name, purpose restrictions
 - Article 2 – location of offices
 - Article 3 – Members – Rights of Members, structural Authority,
 - Article 4 – Member Meetings – how do they exercise their Authority
 - Article 5 – Directors – Board of Directors has the Governing Authority,
 - Article 6 – Board Meetings
 - Article 7 – Committees – Delegated Governing/Advisory Authority
 - Article 8 – Officers – Governance to Individuals; President, VP, Secty
 - Article 9 – How do we protect those who govern us –
 - Conflict of Interest Policy,
 - Rights to information of members, rights to info by the Board
 - Govern in an emergency
 - Article 10 – Amendments to the Bylaws
- Review Process
 - Redline reviews of his firm's template, based on GCC items such as Membership levels
 - Once complete he will walk through them with the Board
- Rate and Engagement
- His rate is a flat fee of \$2,500 for the Bylaws, and consultation beyond the scope of the Bylaws, would be charged in increments of 6 minutes at the rate, based on whom in the firm is assisting
- The Board approved the contract. A client Agreement was signed by Janet and myself as of yesterday. Kathy was sent the information to deposit the retainer into the law firms escrow acct

Nominating Committee Charter
Gualala Community Center
A California Nonprofit Public Benefit Corporation

Purpose

The purpose of the Nominating Committee (the "Committee") is to verify that the person wishing to be nominated to run for election to the GCC Board of Directors:

- Is a member in good standing,
- Has submitted a candidacy notice, by the date and time published in the Announcement of Election.

Membership and Composition

- Reporting Status: The Committee is structured as a subcommittee of the Membership Committee. The committee is an advisory body to the full Board and has no authority to act on its own unless explicitly granted by the Board.
- Composition: The committee should consist of a minimum of 1 Board Director and 2 Gualala Community Center members in good standing.
- Appointment: Members are appointed by the Chair of the Board or the Board itself, as specified in the bylaws, or if none, then CA Corps Code §5212.
- Term: Committee members shall serve the term of the current fiscal year subject to renewal by the Board.

Meeting and Procedures

- Meetings: The Committee shall meet at least two times per year, or more frequently as circumstances dictate, particularly in advance of the annual election.
- Conflict of Interest: Committee members shall review and sign the Conflict of Interest Policy to ensure transparency and integrity in the nomination process.
- Quorum: A majority of the Committee members shall constitute a quorum.
- Confidentiality: All committee deliberations regarding potential nominees are strictly confidential.

Reporting: The Committee shall report to the Board following each Committee meeting, summarizing actions taken and making recommendations for Board approval.

Review of Charter

The Committee shall review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

Motion by: Director Darla Buechner

Second: Director Paul Cupich

Absent: Director

Excused: Director Whyte Owen

VOTE: Ayes: Nays: Abstained:

Approved Failed

APPROVED ON: May 13, 2025

Board Secretary Signature: Laverne R. Hancock

Date: May 20, 2026

June 13, 2026 Annual Meeting of the Gualala Community Center (GCC)
and
Election of Four Directors to the GCC Board of Directors

Dear GCC Member,

We are writing to notify you that you are a member in good standing of the GCC and are therefore eligible to vote in the upcoming Election of Directors to the GCC Board and to run for a seat on the Board.

In order to comply with the existing GCC Bylaws, the Election of Directors will take place on June 13, 2026, at the Annual Meeting of the Membership.

The meeting will be held at the Gualala Baptist Church, 37300 Church Street, starting at 1 pm. After short reports on the year's activities, we will hold the Election. Those members in attendance may vote by paper ballot. Members who have not voted by paper ballot will receive an invitation to vote electronically until 11:59 pm on June 13, 2026.

AGENDA

Meeting called to order by President Janet Pierucci

A. Reports

- a) Year in Review- Janet Pierucci
- b) Financial Report – Colby Bibb
- c) Rebuild Project – Adrian Adams

B. Election of Four Directors to the GCC Board of Directors

- a) Introduce Election Inspectors
- b) Present slate of Candidates – Nominating Committee
- c) Entertain nominations from the floor
- d) Invite candidates to make a three-minute statement
- e) Distribute paper ballots to members who choose to vote at this time
- f) Secure the ballots which will be counted on June 14
- g) Electronic voting remains open until 11:59 pm on June 13, 2026
- h) When tallied, results will be emailed to members and posted at the annex and on the GCC website at: gualalacommunitycenter.org.

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this and effective as of _____ May 1 _____, 2026 (the "**Effective Date**") by GUALALA COMMUNITY CENTER, a domestic non-profit, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "PARTY" and collectively as "PARTIES".

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as GUALALA COMMUNITY CENTER located at 47950 Center Street, Assessor's Parcel Number 145-262-13-00, hereinafter called the "**Property**," located in the City of Lebec, County of Kern, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 8 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use of License Area. During Use Days (as defined in Section 4 below), PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event. LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and temporary fencing; parking mobile vehicle units and other vehicles. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of

power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

(a) Personnel. During Use Days PG&E shall have the exclusive right to use the License Area, up to twenty-four (24) hours per day. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. On Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E's sole cost and expense. PG&E shall provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

4. Term. This License Agreement shall be for a term of TWO (2) years, commencing on May 1, 2026 (the "**Commencement Date**"), and expiring May 1, 2028 (the "**Termination Date**"). The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. License Fee. PG&E shall pay a license fee of THREE HUNDRED DOLLARS (\$300.00) per day for each Use Day.

6. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Water Discharge. PG&E's activities may require potable water-filled equipment, such as barrels or water barriers to weigh down tents or other equipment, or to delineate outside areas on the Property. All potable water-filled equipment shall be cleaned prior to use and filled with water from a potable water source only. Any water discharged from the water-filled equipment shall be discharged to onsite unpaved land (i.e., soil) only. PG&E and

PG&E's representatives shall ensure best management practices are implemented including but not limited to ensuring water is observed for any potential sediments, trash or other contaminants; the discharge area selected is 100 feet from a water body; and the discharge is done to avoid ponding and erosion. If the water needs to be discharged to a storm drain, PG&E will obtain local stormwater agency approval. This License Agreement authorizes the discharge of potable water from water-filled equipment on to the Property as described above. PG&E shall notify LICENSOR if water discharge is necessary.

(d) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(e) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(f) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

7. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

8. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

9. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure for PG&E's activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

10. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

GUALALA COMMUNITY CENTER, a
domestic non-profit

By: _____

By: _____

Name: Donald Kennedy

Name: Kathy McMurtry_____

Its: Sr. Manager, Land Acquisition

Its: Office Manager for Gualala CC_____

Date: _____

Date: _____

EXHIBIT A



EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to Kathy McMurtry _ at the following:

Email address: gualalacc@gmail.com Phone Number: 707-884-3179

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

1) Bill Matthews-Facility Manager – (cell)707- 322-0779

2) Paul Cupich Phone: 415-444-6002

Weekends and After Hours: 707-322-0779

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to _Jessica Perez_ at the following email address: Jessica.perez@pge.com, cc'ing CRCHelp@pge.com.



PG&E contacts for use during emergency use and post emergency for claims and reimbursements:

CRC Help Line: 916-760-5369

Jessica Melton, Land Consultant, PG&E
(925) 655-7085 – cell
Jessica.Melton@pge.com – email

Alex Grant, Program Manager, PG&E
(707) 331-2466 – cell
Alex.Grant2@pge.com – email

EXHIBIT C

 Pacific Gas and Electric Company®	CERTIFICATE OF SELF-INSURANCE	ISSUE DATE: 04/28/2026	
COVERED ENTITIES: Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRM, REJECT, EXTEND OR AMEND THE COVERAGE DESCRIBED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.		
COVERAGES THIS IS TO CERTIFY THAT PACIFIC GAS AND ELECTRIC COMPANY HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF PACIFIC GAS AND ELECTRIC COMPANY'S OFFICERS, AGENTS OR EMPLOYEES.			
COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
Commercial General Liability			
Non-Wildfire Liability	January 1, 2026	January 1, 2027	\$10,000,000 per occurrence
Wildfire Liability	January 1, 2026	January 1, 2027	\$1,000,000,000 per occurrence
Automobile Liability	January 1, 2026	January 1, 2027	\$10,000,000 each accident
Workers Compensation and Employers Liability	January 1, 2026	January 1, 2027	As Required by California Law; Employers Liability \$10,000,000 each accident.
Professional Liability	January 1, 2026	January 1, 2027	\$10,000,000 per occurrence
Pollution Liability	January 1, 2026	January 1, 2027	\$10,000,000 per occurrence
Railroad Protective Liability	January 1, 2026	January 1, 2027	\$10,000,000 per occurrence
All-Risk Property	January 1, 2026	January 1, 2027	Replacement Cost Value
Description of Operations/Locations/Vehicles/Special Items: - ADDITIONAL COVERED PARTY - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. - WAIVER OF SUBROGATION - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. - PRIMARY NON-CONTRIBUTORY - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. - LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE.			
CERTIFICATE HOLDER Gualala Community Center 47950 Center Street Gualala, CA 95445	AUTHORIZED REPRESENTATIVE  Brian Pelham Director, Insurance Department Pacific Gas and Electric Company		
PROJECT NAME/PERMIT NO. Public Safety Power Shutoff Community Resource Center Program			