

Complaint to FPPC
Regarding
Richmond City Council Member Doria Robinson
Narrative, Evidence and Exhibits

Submitted by Tom Butt
August 25, 2024

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Introduction

On June 6, 2024, the FPPC responded to an advice request from Richmond Senior Assistant City Attorney James J. Atencio regarding City Council member Doria Robinson (FPPC File No. A-24-033).

The question posed was:

Does the Act or Section 1090 prohibit City of Richmond (“City”) Councilmember Doria Robinson from participating in governmental decisions regarding contracts and grant funding provided to Councilmember Robinson’s employer Urban Tilth, a 501(c)(3) organization? Further, if Councilmember Robinson is prohibited from taking part in the decisions under Section 1090, does the “remote interest” exception apply and allow City Council to still take part in any such decision?

It is unclear whether the request was at the behest of Councilmember Robinson or was initiated by Mr. Atencio, and it is also unclear whether the facts on which the FPPC response was based were provided by Councilmember Robinson or were obtained by Mr. Atencio from other sources.

In any event, the facts provided by Mr. Atencio were:

Richmond City Councilmember Doria Robinson is the Executive Director of Urban Tilth, an organization that regularly applies for and enters into grant agreements with the City and you seek advice as to whether this is a conflict under the Act or Section 1090.

Urban Tilth is a 501(c)(3) nonprofit corporation that is involved in various programs and is a party to grant applications and grant agreements with the City of Richmond. Urban Tilth is a co-applicant with the City for a State grant of approximately \$35 million dollars that was awarded to the City and co-applicants by the California Strategic Growth Council (“SGC”) for several projects termed “Richmond Rising.” The City is the lead grantee and Urban Tilth is one of five co-applicants to the grant. The City recently began implementing the grant-funded projects by entering contracts with its co-applicants and other entities. The Grant Master Agreement entered between the City and SGC provides for program regulations that continue to be refined and the grantees are expected to sign agreements and amendments to implement program regulations on an ongoing basis as the projects are implemented.

Councilmember Robinson is a salaried employee of Urban Tilth in the role of Executive Director and seeks formal advice as to whether she should recuse herself from decisions surrounding contracts and/or amendments made by the City with Urban Tilth and further, if she does recuse, whether the City may still enter such contracts. We note that you state in your request that Councilmember Robinson has already recused herself from decisions on contracts involving the City and Urban Tilth and any matter involving the City and the Richmond Rising Grant.

Additionally, Urban Tilth has secured a grant that will directly fund Councilmember Robinson’s position that is not tied to Richmond Rising or any other City grant funding. Furthermore, Councilmember Robinson is not involved in any decision-making process on behalf of Urban Tilth that relates to the use of Richmond Rising or any other City grant. We cannot provide advice on any past conduct therefore the advice in this letter is provided solely for future decisions regarding contracts between the City and Urban Tilth.

The facts provided to the FPPC and cited in the advice letter were significantly and materially

incomplete to the extent that they likely affected the FPPC analysis and conclusion in a significant way.

This complaint takes issue with the advice provided by Mr. Atencio in FPPC File No. A-24-033, and it maintains that Councilmember Doria Robinson has undisclosed conflicts of interest in violation of Section 1090, and the City should be prohibited from contracting with Urban Tilth and Urban Tilth Fiscal Sponsor of Rich City Rides.

Doria Robinson is, as the advice letter stated, “a salaried employee of Urban Tilth in the role of Executive Director,” but she is also a member of the board of directors of Urban Tilth (not mentioned in the FPPC advice letter), which places her in a policy-making role as well as an administrative role, bringing into question to what extent she has been or will continue to be involved in “the contracting process ... in her professional capacities.” We are unaware of any evidence supporting the “fact” that Councilmember Robinson, “...is not involved in any decision-making process on behalf of Urban Tilth that relates to the use of Richmond Rising or any other City grant.” There is actually more evidence supporting the contrary.

The FPPC advice letter included, “We note that you state in your request that Councilmember Robinson has already recused herself from decisions on contracts involving the City and Urban Tilth and any matter involving the City and the Richmond Rising Grant.’

I submit that while Councilmember Robinson did, in fact, recuse herself from the vote on the award of the California Strategic Growth Council contract through the City to Urban Tilth and Urban Tilth Fiscal Sponsor of Rich City Rides, she did not do so in the legally required manner, thus rendering her recusal improper in a way that left the public uninformed as to the actual basis for her recusal.

I further submit that Section 1091(b)(1) that was relied on to conclude Councilmember Robinson had only a remote interest was improperly applied due to facts not provided. While 1091(b)(1) may have plausibly applied with respect to Councilmember Robinson’s involvement in the Urban Tilth grant, it would not have applied with respect to her involvement in the Urban Tilth Fiscal Sponsor of Rich City Rides. Rich City Rides is not a 501(c)3 organization, and Councilmember Robinson has a significant personal and business relationship with Najari Smith, who for all practical purposes is Rich City Rides.

Perhaps it is beyond the custom and practice of the FPPC to venture further than what the law minimally allows, but it is worth noting that the California attorney general has stated that Government Code section 1090 is a codification of the common wisdom that a person cannot serve two masters simultaneously, and that even well-meaning people may be influenced when their personal economic interests are at stake in an official board transaction. The attorney general observed that an important purpose of Section 1090 is to avoid even the appearance of impropriety in government transactions. As a result, Section 1090 is construed broadly (People v. Honig, 48 Cal.App.4th 289, 314-15 (1996)).

Doria Robinson is a highly paid salaried employee and board member of Urban Tilth in two leadership positions. Regardless of the statutory prohibitions of conflict of interest, there is the issue of the optics of a perceived conflict of interest, which erodes public confidence in government. Being both a City Council member and the highly compensated executive director of an organization having millions of dollars of active contracts with the City of Richmond as well as having a personal and business relationship with a subgrantee just doesn’t pass the smell test.

There are numerous other illegal acts involving Najari Smith, Rich City Rides, Doria Robinson and

Urban Tilth, some of which are the subject of ongoing litigation, but they are beyond the jurisdiction of the FPPC. I have attached “Urban Tilth Web of Nonprofits,” and “Urban Tilth Chart” that provide additional information.

The FPPC advice letter cites GC Section 1091(b)(1) in finding that Councilmember Robinson has a remote interest in the Urban Tilth contract and requires her to both disclose her interest and “abstain from the contracting process in both her governmental and professional capacities” and that she “may not attempt to influence any member of the board to enter the contract (Section 1091(c).”

Considering solely Urban Tilth, the finding of a remote interest might be plausible, but considering Urban Tilth in its role as a fiscal sponsor of Rich City Rides puts the question in a whole different context. Fiscal sponsorship is not just passing through or banking funds. The City of Richmond contracted with Urban Tilth for the Rich City Rides component of the \$3,680,656.75 Transformative Climate Communities grant. A fiscal sponsor, in this case Urban Tilth, takes on the sponsored project, in this case Rich City Rides, as an internal project and becomes the contracting party for outside funds.

Witnesses

I have provided contact information for several potential witnesses:

Felonte Roshni (“Taye”) McGee

Felonte (Taye”) McGee can confirm many details about the relationship of Smith and Robinson, the co-mingling of funds among Urban Tilth and the various personalities of Rich City Rides, and the questionable use of Urban Tilth funds to pay for benefits for Najari Smith.

Gus Kramer

Contra Costa County Assessor Gus Kramer can confirm that Urban Tilth and Rich City underpaid the real estate transfer tax for multiple properties purchased by Urban Tilth and sold to Rich City.

Nicolas Traylor

City of Richmond Rent Program Director Nicolas Traylor can confirm that Urban Tilth rented the premises at 801 Marina Way South and illegally used them as a residence for Najari Smith.

The Strategic Growth Council Grant

The Contract

On October 3, 2023, the Richmond City Council approved agreements (Agenda Item V.3) with Urban Tilth and Urban Tilth as Fiscal Sponsor of Rich City Rides for Transformative Climate Communities (TCC) grants of \$7,042,833.41 and \$3,680,656.75, respectively.

CITY OF RICHMOND STANDARD CONTRACT

Department:	Project Manager: Lina Velasco
Project Manager E-mail: lina_velasco@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6706
PR No:	Vendor No: 7233 P.O./Contract No:
Description of Services: Rich City Rides will lead the design and construction of E-Bike Lending Library within Unity Park and the Community Engagement Plan that will center around the Youth Fellows Program.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: Urban Tilth Fiscal Sponsor of Rich City Rides

Street Address: 323 Brookside Drive

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Boisvert

Telephone: (510) 232-0911

Email: adam@urbantilth.org

Business License No: 4002-1421 / Expiration Date: December 31, 2023

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____, other [specify:] _____

2. Term. The effective date of this Contract is August 23, 2023 and it terminates December 31, 2028 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 3,680,656.75. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

Figure 1 - Page 1 of Contract between the City of Richmond and "Urban Tilth Fiscal Sponsor of Rich City Rides"

Councilmember Robinson’s “Recusal”

The Minutes of the October 3, 2024, City Council meeting show the following for Item V.3:

O. STATEMENT OF CONFLICT OF INTEREST

Councilmember Robinson stated a conflict of interest for Item V.3.a (sole-source contracts with Urban Tilth) and that she would recuse herself from the matter.

V.3 Community Development

V.3.a Sole-Source Contracts with Urban Tilth and Urban Tilth as fiscal Sponsor of Rich City Rides for Transformative Climate Communities (TCC) Round 4 Implementation Grant

APPROVE two sole-source contracts with named grant co-applicants: 1) \$7,042,833.41 with Urban Tilth and 2) \$3,680,656.75 with Rich City Rides, operating with fiscal sponsorship by Urban Tilth, to implement certain subprojects funded by the \$35 Million Transformative Climate Communities (TCC) Round 4 Richmond Rising Project focused on serving the Iron Triangle, Santa Fe, and Coronado neighborhoods, with a term ending December 31, 2028 – Community Development Department(Lina Velasco 510-620-6706/Samantha Carr 510-620-5407).

Councilmember Robinson was recused from this matter due to a conflict of interest.

Following is an excerpt from the official transcript of the October 3, 2023, meeting when Councilmember Robinson announced her recusal:¹

02:12:15.620 --> 02:12:19.539

: Next item, next item is statement of conflict of interest. Are there any

68

02:12:19.790 --> 02:12:29.049

: now I have a conflict of interest with item v. 3, a. And we'll be removing myself from the room when

that's being

69

02:12:29.230 --> 02:12:30.140

1

https://docs.google.com/gview?url=https%3A%2F%2Frichmond.granicus.com%2FDocumentViewer.php%3Ffile%3Drichmond_72051f2927d9e2f23c9bfb3d7078f979.pdf%26view%3D1&embedded=true

: considered.

70

02:12:31.310 --> 02:12:31.980

Ok.

Councilmember Robinson did not state specifically what her conflict of interest was. She did not even mention Urban Tilth, for which she serves as both executive director and board member. What is more troubling is that she did not mention Rich City Rides, the sub-recipient of one of the grants, under the fiscal sponsorship of Urban Tilth and also personified by Najari Smith, with whom she had and still has an intimate personal and business relationship.

The FPPC has clear guidelines about the recusal process for a public official:²

IX. Disqualification Requirements

Section 87105 governs the recusal of a public official specified in Section 87200 from a decision from which the official has been disqualified. Subdivisions (a)(1)-(3) of that section require the disqualified official to: identify the potential conflict of interest to publicly identify the official's financial interest or interests at issue; recuse from voting, discussing or attempting to influence the matter; and leave the room until after the matter is concluded. Subdivision (a)(4) excludes members of the Legislature from these recusal requirements.

Regulation 18707 provides further direction and guidance on the recusal requirements applicable to a public official specified in Section 87200 who is disqualified from a decision relating to an agenda item noticed for consideration at a public meeting subject to open meeting laws (i.e. the Bagley-Keene Act (Section 11120 et seq.) or the Brown Act (Section 54950 et seq.)).

Form and Content of Public Identification: The disqualified official must publicly identify each type of financial interest, identified in Section 87103, held by the official that gives rise to the disqualifying conflict of interest. (Regulation 18707(a)(1).) The identification must be oral and part of the public record (Regulation 18707(a)(1)(B)), and provide the following information, as applicable:

- For a business interest: the name of the business, a general description of its activities, and any position held by the official. (Regulation 18707(a)(1)(A)(i).)
- For a real property interest: the property's address, assessor's number, or identification that the property is the official's personal residence. (Regulation 18707(a)(1)(A)(ii).)
- For a source of income interest: the name of the source of income. (Regulation 18707(a)(1)(A)(iii).)
- For a source of gift interest: the name of the source of gift. (Regulation 18707(a)(1)(A)(iv).)
- For all interests: the nature of the expense, liability, asset, or income affected. (Regulation 18707(a)(1)(A)(v).)

Timing: The public identification required by Regulation 18707(a)(1) must be made immediately prior to consideration of the agenda item. (Regulation 18707(a)(2).)

- Partial absence from a meeting does not excuse the disqualified official's public

² <https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Campaign%20Documents/Conflicts%20Guide%202022.pdf>

identification requirement. (Ibid.)

- If the official leaves a meeting in advance of an agenda item from which the official is disqualified, the official must provide the public identification required by Regulation 18707(a)(1) prior to leaving the meeting. (Regulation 18707(a)(2).)
- If the official first joins a meeting after consideration of the agenda item, the official must provide the public identification immediately upon joining the meeting. (Ibid.)

Recusal and Leaving the Room: The disqualified official must recuse, leave the room after the public identification required by Regulation 18707(a)(1), and refrain from participation in the decision. (Regulation 18707(a)(3).) The disqualified official does not count toward achieving a quorum while the item is discussed. (Ibid.)

- For an agenda item on a consent calendar (uncontested items), the official may remain in the room during the consent calendar. (Regulation 18707(a)(3)(A).)
- If the official has a “personal interest” in the agenda item, as defined in Regulation 18704(d)(2) and wishes to speak or appear as a member of the general public, the official may leave the dais and speak or observe from the area reserved for members of the public after making the public identification required by Regulation 18707(a)(1) and recusing. (Regulation 18707(a)(3)(B).)³

By not identifying the source of her conflict and the type of financial interest involved, Councilmember Robinson was in violation of Section 87200 and Regulation 18707 (Section 11120 et seq.) as well as the Bagley-Keene Act (Section 11120 et seq.) and the Brown Act (Section 54950 et seq.).

What is “fiscal sponsorship? The American Bar Association defines fiscal sponsorship as follows:

Fiscal sponsorship is a contractual relationship that allows a person or organization that is not tax-exempt to advance charitable or otherwise exempt activities with the benefit of the tax-exempt status of a sponsor organization that is exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). When done correctly, fiscal sponsorship can be a great tool for fulfilling a client’s charitable goals without necessarily requiring the formation a new nonprofit entity, application for tax-exempt status, or compliance with ongoing filing and registration requirements. However, when fiscal sponsorship is done incorrectly, the Internal Revenue Service (IRS) can view it as a mere conduit relationship. This can lead to problems for both the sponsor organization and the sponsored project, as well as for donors.⁴

Fiscal sponsorship is more than simply a monetary transaction. The sponsoring organization, in this case, Urban Tilth, with Doria Robinson as its executive director, takes on a responsibility to see that the funds are properly used and accounted for.

Further, The relationship between Urban Tilth and Rich City Rides, and exactly who Rich City Rides is for the purpose of the grant remains murky and has never been disclosed publicly, unusual for a public grant contract involving millions of dollars. What we do know is that Rich City Rides, in all of its multiple incarnations, is essentially Najari Smith. There are multiple “Rich City Rides,” including at least (1) Rich City Rides Cooperative, Inc., (2) Rich City, (3) Rich City Rides, a program of Urban Tilth, and (4) Najari Smith Bike shop.

³ <https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Campaign%20Documents/Conflicts%20Guide%202022.pdf>

⁴ https://www.americanbar.org/groups/business_law/resources/business-law-today/2015-may/fiscal-sponsorship-what-you-should-know/

The funds for these four entities have been co-mingled for years. Roshni Felonte McGee can testify that when he assumed he was working for Rich City Rides Cooperative, Inc., a cooperative corporation of which he was technically a co-owner and officer, he was being paid by Urban Tilth.

He found that revenue from the bike shop operations was not being deposited into the account of Rich City Rides Cooperative, Inc.; it was being deposited into Najari Smith's personal account for Najari Smith's Bike Shop.

There are multiple documents evidencing the chronic co-mingling of funds among the various incarnations of Rich City Rides, Najari Smith, and Urban Tilth.

From: Najari Smith <najari@richcityrides.org>
Subject: Re: RCR - Cash deposit and inventory
Date: April 6, 2023 at 4:03:30 PM PDT
To: Briana Sidney <briana@cooperationrichmond.org>
Cc: Laura Kelley <lkelley@appliedfinancialservices.com>, Taye <bestia@richcityrides.org>, Tania Jackson <tjackson@appliedfinancialservices.com>, kingdom@cooperationrichmond.org

- Mechanics Bank Consumer Credit Card #2786 - Nov 22, Dec 22, Jan 23, Feb 23 **These are attached**

I included the statements for Nov 22, Dec 22, Jan 23, Feb 23. I also included Oct 2022 and March 2023.

Thank you,

Najari

On Thu, Mar 23, 2023 at 6:31 AM Najari Smith <najari@richcityrides.org> wrote:
Along with the statement for December 2022, I also attached the statements for January through March.

- **We need the following statements or log-on credentials**
 - o Mechanics Bank Consumer Credit Card #2786 - Nov 22, Dec 22, Jan 23, Feb 23
 - o American Express Credit Card - online access (**UN and PW sent**)
 - o Coinbase - Feb - Dec 2022 (**Sent in email yesterday 3/22/2023**)
 - o Bread Loan - July 2022 - Feb 2023
 - o SBA EIDL - #5426347906 - Dec 31, 2022 - statement to show balance as of Dec 31, 2022 (**SEE ATTACHED**)
- **Cooperation Richmond loan** - statement ending 12.31.22 - Both Briana and I have emailed Kingdom
- **Inventory** - Dollar amount of inventory as of 12.31.22

On Wed, Mar 22, 2023 at 12:28 PM Najari Smith <najari@richcityrides.org> wrote:

- **We need the following statements or log-on credentials**
 - o Mechanics Bank Consumer Credit Card #2786 - Nov 22, Dec 22, Jan 23, Feb 23
 - o American Express Credit Card - online access (**UN and PW sent**)
 - o Coinbase - Feb - Dec 2022 (**SEE ATTACHED**)
 - o Bread Loan - July 2022 - Feb 2023
 - o SBA EIDL - #5426347906 - Dec 31, 2022 - statement to show balance as of Dec 31, 2022
- **Cooperation Richmond loan** - statement ending 12.31.22 - Both Briana and I have emailed Kingdom
- **Inventory** - Dollar amount of inventory as of 12.31.22

On Wed, Mar 22, 2023 at 12:01 PM Briana Sidney <briana@cooperationrichmond.org> wrote:

Hi Laura,

I just verified shopify is paying out to the mechanics bank account ending in 2485. The most recent deposit was today. Is that a different account than before?

In Cooperation,
Briana Sidney
Managing Director
briana@cooperationrichmond.org
Cooperation Richmond
402 Harbour Way Richmond CA, 94804
www.cooperationrichmond.org



Figure 2 - Trying to sort out various accounts

In June 2021, Najari Smith submitted an insurance application to the Marsh & McLennan Insurance Agency for CGL coverage for "Najari Smith dba Najari Smith's Bike Shop". The bank account for Rich City Rides was under the same name. On the insurance application he claimed 5 employees for Najari's Bike Shop (paid by Urban Tilth's HR department), \$224,080.35 in annual receipts - which included \$171,940.03 in "bike sales" and \$52,140.32 for repairs.

Rich City Rides Cooperative, Inc.

Rich City Rides Cooperative, Inc. - a for-profit cooperative corporation for which Najari Kio Smith is listed with the Secretary of State as “Secretary, Chief Financial Officer” and “Agent.”

RICH CITY RIDES COOPERATIVE, INC. (4072200)


Request Certificate

<i>Initial Filing Date</i>	10/05/2017
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	General Cooperative
<i>Principal Address</i>	1500A MACDONALD AVE RICHMOND, CA 94801
<i>Mailing Address</i>	1500A MACDONALD AVE RICHMOND, CA94801
<i>Statement of Info Due Date</i>	10/31/2024
<i>Agent</i>	Individual NAJARI KIO SMITH 1500A MACDONALD AVE RICHMOND, CA 94801

 View History  Request Access

Figure 3 - From California Secretary of State Business Search



BA20240325413



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CA NONPROFIT CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20240325413

Date Filed: 2/20/2024

B2514-9086 02/20/2024 3:07 PM Received by California Secretary of State

Entity Details			
Corporation Name	RICH CITY RIDES COOPERATIVE, INC.		
Entity No.	4072200		
Formed In	CALIFORNIA		
Street Address of California Principal Office of Corporation			
Street Address of California Office	1500A MACDONALD AVE RICHMOND, CA 94801		
Mailing Address of Corporation			
Mailing Address	1500A MACDONALD AVE RICHMOND, CA 94801		
Attention			
Officers			
Officer Name	Officer Address	Position(s)	
ROSHNI FELONTE MCGEE	1500A MACDONALD AVE RICHMOND, CA 94801	Chief Executive Officer	
NAJARI KIO SMITH	1500A MACDONALD AVE RICHMOND, CA 94801	Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Agent for Service of Process			
Agent Name	NAJARI KIO SMITH		
Agent Address	1500A MACDONALD AVE RICHMOND, CA 94801		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Electronic Signature			
<input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.			
<i>Paola Eisner</i>	02/20/2024		
Signature	Date		

Figure 4 - Rich City Rides Cooperative, Inc. Statement of Information 2/20/24

Rich City Rides

Rich City Rides, a program under the fiscal sponsorship of Urban Tilth. There is no public information defining what this relationship actually is other than a listing on Urban Tilth's Form 990 and a listing on Urban Tilth's Net Assets with Donor Restrictions in the Audited Financial Statement for 2020, 2021 and 2022.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

**Open to Public
Inspection**

Name of the organization
Urban Tilth

Employer identification number

20-4124161

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part III, Line 4d: Other Program Services Description	OTHER PROGRAM SERVICES 4: Fiscal sponsorship relates to costs associated with the management and review of administrative functions for organizations that do not have formal 501c3 status and which have arranged to operate under the umbrella of Urban Tilth. Several of these organizations include Cooperation Richmond, It Takes a Village, Rich City Rides, Moving Forward, Richmond Grows Seed Library, and fCypher Healing Herbs Podcast Project. OTHER PROGRAM SERVICES 5: CAPITAL PROJECT is the purchase and development of the North Richmond Farm, a 3 acre urban farm in North Richmond. Plans are to build a permanent greenhouse, shade house, farm store, interior produce wash and pack and community meeting room, as well as an outdoor amphitheater, cafe and community commercial kitchen and a permanent office and home for Urban Tilth. The capital campaign is raising funds for this major construction project.

Figure 5 - Excerpt from Urban Tilth Form 990

8. Net Assets With Donor Restrictions

At December 31, 2022, 2021 and 2020, net assets with donor restriction consists of the following:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Time restricted	\$ 600,000	\$ 3,203,000	\$ 216,000
Time and purpose restricted:			
Rich City Rides	342,000	175,000	-
Cooperation Richmond	-	-	125,000
Richmond Our Power Coalition	550,000	400,000	-
Purpose restricted:			
Rich City Rides	1,510,322	594,598	421,335
Cooperation Richmond	245,809	256,566	251,906
Richmond Our Power Coalition	1,749,180	937,500	68,800
Greenway Gardens	235,404	261,461	500
NRF Capital Campaign	5,423,032	2,422,427	343,158
Richmond High School Gardens	34,500	34,500	-
Watersheds	26,000	26,000	-
Verde Partnership Garden	24,000	29,000	-
Just Transition	85,500	37,500	-
Wellness Fund	113,500	144,000	-
Various Projects	65,950	26,253	16,250
Total	\$ 11,005,197	\$ 8,547,805	\$ 1,442,949

For the years ended December 31, 2022, 2021 and 2020, net assets with donor restrictions were released from donor restrictions by incurring expenses satisfying the purpose specified by donors as follows:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Time restricted	\$ 2,703,000	\$ 108,000	\$ 385,000
Rich City Rides	180,676	185,401	49,593
Cooperation Richmond	11,957	227,887	29,192
Richmond Our Power Coalition	100,000	25,200	7,550
Greenway Gardens	36,057	65,000	5,000
NRF Capital Campaign	-	136,010	-
Richmond High School Gardens	-	-	56,000
Watersheds	-	-	-
Verde Partnership Garden	5,000	-	-
Just Transition	37,500	-	-
Wellness Fund	30,500	26,000	-
Various Projects	17,928	90,150	86,250
Total	\$ 3,122,618	\$ 863,648	\$ 618,585

Figure 6 - Excerpt from Urban Tilth Audited Financial Statements for 2020, 2021 and 2022, listing donor restricted funds for "Rich City Rides"

Rich City

Rich City, allegedly, a nonprofit corporation listed with the Secretary of State with Najari Smith listed as "Chief Executive Officer" and "Agent." Rich City is not listed by the IRS as a tax exempt

organization nor is it listed with the State of California Registry of Charitable Trusts, meaning it cannot legally solicit or accept charitable contributions. The confusion is exacerbated by Rich City calling itself “Rich City Rides,” with the website www.richcityrides.org explaining:

Over the past decade, operating as RICH CITY Rides under fiscal sponsorship has been a privilege. Now, as we transition into an independent nonprofit, we’re excited to unveil our new identity as RICH CITY—a beacon of community development. While our roots lie in transit advocacy, our vision now extends beyond, encompassing the creation of vibrant community hubs. This evolution underscores our unwavering commitment to advancing transit equity and catalyzing holistic community growth.

The screenshot shows the IRS Tax Exempt Organization Search interface. At the top, there is a navigation bar with links for Home, File, Charities and Nonprofits, Search for Charities, Search for Tax Exempt Organizations, and Tax Exempt Organization Search. The main heading is "Tax Exempt Organization Search". Below this, there are three input fields: "Select Database" (set to "Search All"), "Search By" (set to "Organization Name"), and "Search Term" (set to "Rich City"). Below these are three more input fields: "City" (set to "richmond"), "State" (set to "California"), and "Country" (set to "United States"). At the bottom left of the search area are buttons for "RESET" and "SEARCH", along with a link for "Search Tips". Below the search area is a yellow warning box with a triangle icon and the text: "Your search did not return any results. Try again." Below this warning box is a link for "Need Help? See Search Tips for guidance on effective searching, search criteria and logic, and selecting search terms."

Figure 7 - Rich City not listed by the IRS as a tax exempt organization



BA20240453448



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CA NONPROFIT CORPORATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20240453448
 Date Filed: 3/8/2024

E2568-3811 03/08/2024 1:16 PM Received by California Secretary of State

Entity Details			
Corporation Name	RICH CITY		
Entity No.	5670516		
Formed In	CALIFORNIA		
Street Address of California Principal Office of Corporation			
Street Address of California Office	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801		
Mailing Address of Corporation			
Mailing Address	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801		
Attention	NAJARI SMITH		
Officers			
Officer Name	Officer Address	Position(s)	
+ NAJARI SMITH	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801	Chief Executive Officer	
+ Evan Francis	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801	Chief Financial Officer	
+ Malik Seneferu	1500 MACDONALD AVE RICHMOND, CA 94801	Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Agent for Service of Process			
Agent Name	NAJARI KIO SMITH		
Agent Address	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Electronic Signature			
<input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.			
NAJARI SMITH	03/08/2024		
Signature	Date		

Figure 8 - Statement of Information for Rich City

RICH CITY (5670516)



Request Certificate

Initial Filing Date	04/20/2023
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed in	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Public Benefit
Principal Address	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801
Mailing Address	1500 MACDONALD AVE UNIT C RICHMOND, CA 94801
Statement of Info Due Date	04/30/2025
Agent	Individual NAJARI KIO SMITH 1500 MACDONALD AVE UNIT C RICHMOND, CA 94801



View History



Request Access

Figure 9 - From California Secretary of State Business Search

Click on the Organization Name for details about the registration or report record. The maximum number of records shown per page is 50. If there are multiple pages of the search results, the clickable page numbers will be displayed at the bottom. If you get too many results or do not find the organization for which you are searching, click the "Search Again" button and change the search criteria. It is best to search by something that is as unique to the organization as possible such as State Charity Registration Number, FEIN, SOS Corporate Number, or an unusual portion of their name. To see all registration and report records associated with an organization, avoid searching by State Charity Registration Number as that is record-specific.

[Search Again](#)

ORGANIZATION NAME	RECORD TYPE	REGISTRY STATUS	RCT NUMBER	FEIN	CITY	ST
RICH CITY	Charity Registration	Not Registered			RICHMOND	CA

Figure 10 – Rich City is not listed on the Register of Charitable Trusts

Najari Smith’s Bike Shop

There is no public record of a business named “Najari Smith’s Bike Shop.” Najari Smith took out business license #40049555 for 1500 Macdonald Avenue on February 1, 2018, and it expired on December 31, 2022.

On the same date, he took out business license # 40056560 for Rich City Rides Cooperative, Inc., which also expired on December 31, 2022.

Business Tax Search

Search By: Business Name/DBA Contains SEARCH [Click here for search examples](#)

Licenses PRINT EXPORT TO EXCEL

Search Results

Business License #	Business Name/DBA	Business Address	CSLB Cont #	Parcel APN#
40049555	NAJARI SMITH	1500 MACDONALD AVENUE #A		540150001

Figure 11 – Najari Smith: City of Richmond Business License Search

License #40049555

- License Info
- Site Info
- Inspections (3)

License No: 40049555
License Issue: 9/3/2014
License Issue By: KR
License Expire: 9/2/2018
License Expire By: VE
Status: CLOSED
Status By: KR
Conditions:

Linked Activities:

- Permit(s)		
F18-11930	FD PERMIT TO OPERATE	ISSUED
F19-11930	FD OCCUPANCY ANNUAL	PRINT PTO PERMIT

Figure 12 – Najari Smith: City of Richmond Business License Search

License #40056560

License Info

Site Info

Inspections (2)

License No: 40056560

License Issue: 2/1/2018

License Issue By: KR

License Expire: 12/31/2022

License Expire By: KR

Status: EXPIRED

Status By: KR

Conditions:

Linked Activities:



Permit(s)

F18-12366 FD PERMIT TO OPERATE ACTIVE

F19-12366 FD OCCUPANCY ANNUAL PRINT PTO PERMIT

Figure 13 - Rich City Rides Cooperative, Inc.: City of Richmond Business License Search



November 2022 Statement

Open Date: 10/26/2022 Closing Date: 11/23/2022

Page 1 of 3



Visa® Business Card

NAJARI SMITH BIKE SHO
NAJARI SMITH (CPN [REDACTED])

Account: [REDACTED] 2786

Cardmember Service
BUS 30 ELN 8

1-866-552-8855
15

Activity Summary

Figure 15 - Credit Card Account for Najari Smith Bike Shop

From: Laura Kelley <lkelley@appliedfinancialservices.com>
Subject: RCR - Sales Tax Payment Q1 2023
Date: April 26, 2023 at 7:44:42 AM PDT
To: Najari Smith <najari@richcityrides.org>, Briana Sidney <briana@cooperationrichmond.org>, Taya <bestia@richcityrides.org>, AccountingDeptAFS <accounting@appliedfinancialservices.com>

Hello,
I am making the final payment for the Q1 2023 sales tax. I know that you have been changing which bank account you have payments come out of. Before I made this payment, I wanted to make sure it was coming out of the correct account.

Is this account good or do you want it to come out of the Payroll#2485 account?

CA.GOV California Department of Tax and Fee Administration

CDTFA Home Privacy Notice Resources Tutorials Online Chat

Welcome, NAJARI SMITH Settings Log Off

Home > Sales and Use Tax > Sales & Use Tax Return > Confirmation > Make a Payment > Period Payment

Period
NAJARI SMITH
919-739990
Sales and Use Tax
102-627213
> 31-Mar-2023
Balance: \$291.51

Payment Option
Default Choose New
MECHANICS BANK - *1888
Direct Debit - Domestic Bank
MECHANICS BANK
****1888

Payment Details
Payment Type
01. Return Payment
Payment Date
26-Apr-2023
Pay Balance of 291.51
Yes No
Payment Amount
291.51
Confirm Payment Amount
Required

Submit Cancel

Laura Kelley, Senior Accountant
Applied Financial Services, Inc.
Office - (707) 582-1524

lkelley@appliedfinancialservices.com

Please note my work days are Monday - Thursday, 4:30am - 3:00pm PDT or 7:30am - 6:00pm EDT. For anything urgent, please contact Accounting@appliedfinancialservices.com

Figure 16 - Email regarding sales tax due. Note indication of ""changing which bank account you have payments come out of.""

Doria Robinson and Najari Smith

The relationship between Councilmember Doria Robinson and Rich City Rides' Najari Smith is far more than just Doria Robinson as executive director and board member of Urban Tilth and Najari Smith as sub-grantee Rich City Rides. Robinson and Smith are, at least, romantically involved, and according to Smith, married. They cohabitate a residence that they own together, meaning they not only share a personal relationship but a business relationship as well.

Personal Relationship

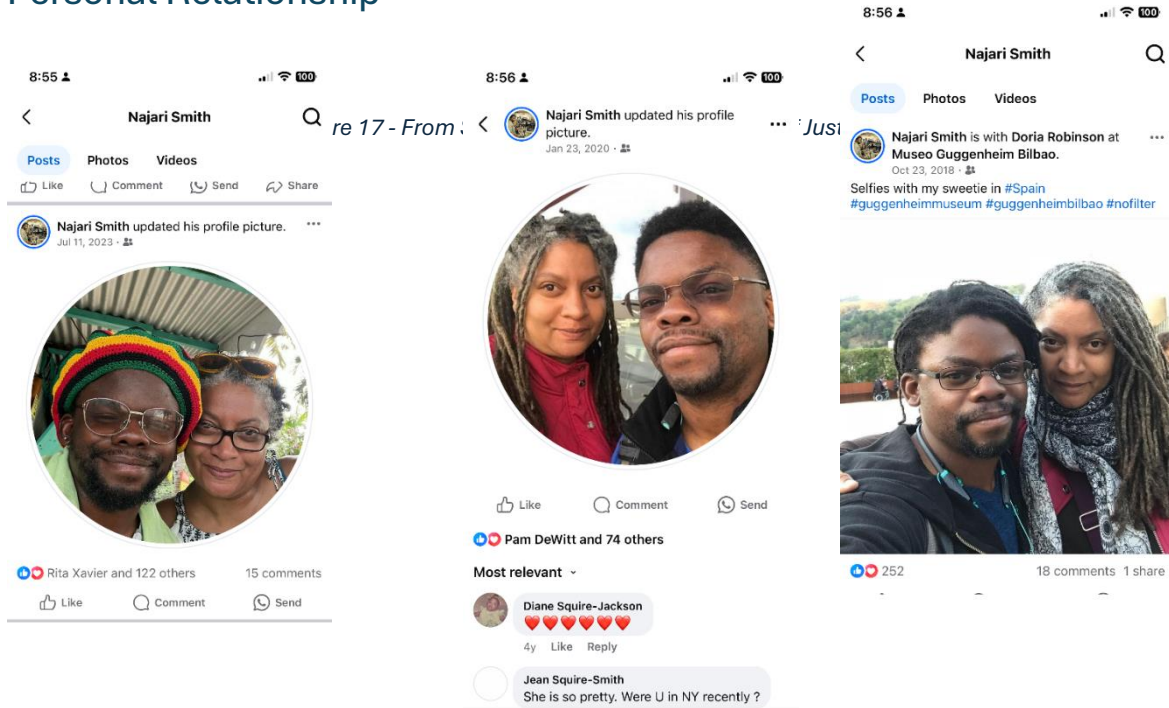


Figure 18 - Facebook posts by Najari Smith



Figure 19 - Facebook post by Najari Smith referring to Doria Robinson as his "spouse"

On the Rich City website, Najari Smith states:website, he states:

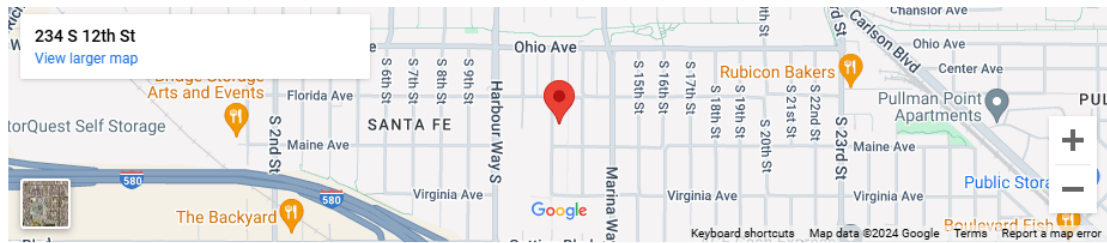
The Butt's and their followers, like former Richmond City Council contender Oscar Garcia, have no interest in the truth, only in how they can spin information in a self-interested effort to use this painful situation to mount a baseless political attack against Councilmember Robinson (Mr. Smith's spouse).⁵

⁵ [Rich City Rides Bike Skate Shop](#)

Business Relationship

Residence Co-ownership

Doria Robinson and Najari Smith c-own the residence where they live.



Property Details

Bedrooms 2	Bathrooms 1	Square Feet 1,011
Year Built 1942	Estimated Value \$485,000	Last Sale Amount \$475,000
Last Sale Date 2022-01-24	Occupancy Type Owner Occupied	Ownership Type Multiple
Land Use Single Family Residential	Property Class Residential	Subdivision Nystroms Add
Lot SqFt. 5,650		

Figure 20 - Residence jointly owned by Doria Robinson and Najari Smith -

Doria Robinson
Richmond, CA

Age: 50

Current Home Address:

234 S 12th St
Richmond CA 94804

Past Addresses: Homes, Rental Properties, businesses, apartments, condos and/or other real estate associated with Doria Robinson in Richmond, CA.

3748 Longhorn Ct
El Sobrante CA 94803

969 Bush St, Unit 104
San Francisco CA 94109

2079 Market St, Unit 23
San Francisco CA 94114

353 32nd St
Richmond CA 94804

31 Maine Ave
Richmond CA 94804

3748 Longhorn Ct
Richmond CA 94803

Phone: Cell/Mobile/Wireless and/or landline telephone numbers for Doria Robinson in Richmond, CA. **(510) 778-5886**

(510) 232-2360

(510) 232-0911

(510) 255-0625

(415) 241-9180

(510) 236-1749

(510) 243-1504

AKA: Alias, Nicknames, alternate spellings, married and/or maiden names for Doria Robinson in Richmond, CA.

Daniece Robinson Doria • D Robinson

Figure 21 - Doria Robinson at 234 S. 12th Street

Najari Smith
Richmond, CA

Age: 45

Full Name: Najari K Smith

Current Home Address:

234 S 12th St
Richmond CA 94804

Past Addresses: Homes, Rental Properties, businesses, apartments, condos and/or other real estate associated with Najari Smith in Richmond, CA.

286 S 2nd St, Unit 3B
Brooklyn NY 11211

99 Hawthorne St
Brooklyn NY 11225

1523 E 17th St, Unit 5
Oakland CA 94606

1637 33rd Ave, Unit 4
Oakland CA 94601

647 Jones St, Unit 302
San Francisco CA 94102

429 Hawthorne St
Brooklyn NY 11203

Phone: Cell/Mobile/Wireless and/or landline telephone numbers for Najari Smith in Richmond, CA. **(510) 255-0625**

(347) 721-7295

(718) 421-5970

(212) 963-8877

(718) 453-9890

(718) 853-3423

(718) 399-6166

(718) 338-3831

AKA: Alias, Nicknames, alternate spellings, married and/or maiden names for Najari Smith in Richmond, CA. Najari Smith •

Najari K Smtih • Navari K Smith • Najeri V Smith • Navari Smith • Najeri Smith • Natari Smith

Figure 22 - Najari Smith at 234 S. 12th Street

Business Search - Business Entities (BE) | Business Search - Entity Detail

https://businesssearch.sos.ca.gov/CBS/Detail

Business Entities (BE)

- Online Services
 - File LLC Statement of Information
 - File Corporation Statement of Information
 - Business Search
 - Publicly Traded Disclosure Search
 - Current Processing Dates
 - Service Options
 - Name Availability
 - Forms, Samples & Fees
 - Statements of Information (annual/biennial reports)
 - Filing Tips
 - Information Requests (certificates, copies & status reports)
 - Service of Process
 - FAQs
 - Contact Information
- Resources
 - Business Resources
 - Tax Information
 - Starting A Business Checklist
 - FTB Nonprofit Dissolution
 - FTB Administrative Dissolution/Surrender Notice

Business Search - Entity Detail



The California Business Search is updated daily and reflects work processed through Sunday, September 13, 2020. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C4072200 RICH CITY RIDES COOPERATIVE, INC.

[Certificate of Status](#)

Registration Date: 10/05/2017
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC NONPROFIT
Status: ACTIVE
Agent for Service of Process: NAJARI KIO SMITH
Process: 1500A MACDONALD AVE
 RICHMOND CA 94801
Entity Address: 1500A MACDONALD AVE
 RICHMOND CA 94801
Entity Mailing Address: 234 S12TH STREET
 RICHMOND CA 94804

A Statement of Information is due EVERY year beginning five months before and through the end of October.

Document Type	File Date	PDF
SI-COMplete	12/28/2019	
REGISTRATION	10/05/2017	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#) | [New Search](#) | [Back to Search Results](#)

Figure 23 - California Secretary of State Business Search for Rich City Rides Cooperative, Inc. When Rich City Rides Cooperative, Inc. filed its Statement of Information with the Secretary of State in 2019, the Entity Mailing Address was listed as "234 S 12th Street, Richmond CA 94804," the residence where Najari Smith was living with Doria Robinson.

Transaction History Report

Property Address:
234 S 12TH ST RICHMOND CA 94804-2415
Parcel # (APN):
544-120-017-6

History Record # 1	
Finance:	
Recording Date: 6/21/2024	Finance Type: Stand Alone Finance
Document Number: 2024.58991	Mortgage Loan Type: CONVENTIONAL
Document Type: Trust Deed/Mortgage	Mortgage Term: 20 YEARS
Lender: ROCKET MORTGAGE LLC	Mortgage Rate Type:
Loan Amount: \$73,000.00	Mortgage Rate:
Borrower: ROBINSON DORIA	
Borrower: SMITH NAJARI	

History Record # 2	
Sale/Transfer:	
Recording Date: 2/17/2022	Sale Date: 1/24/2022
Document Number: 2022.30448	Sale Price: \$475,000.00
Document Type: Deed Transfer	Sale Type:
Title Company: AMROCK	
Buyer: Robinson Daria	
Buyer: Smith Najari	
Seller: Robinson Family Trust	
Finance:	
Recording Date: 2/17/2022	Finance Type: Resale
Document Number: 2022.30449	Mortgage Loan Type: CONVENTIONAL
Document Type: Trust Deed/Mortgage	Mortgage Term: 30 YEARS
Lender: ROCKET MORTGAGE LLC	Mortgage Rate Type: EST
Loan Amount: \$460,760.00	Mortgage Rate: 3.550
Borrower: ROBINSON DARIA	
Borrower: SMITH NAJARI	

Figure 24 - Doria Robinson and Najari Smith purchased the residence at 234 South 12th Street in Richmond from the Robinson Family Trust on February 17, 2022 (Source: Parcel Quest Lite through Contra Costa County Assessor)

801 Marina Way South

On August 1, 2017, “Najari Smith C/O Rich City Rides C/O Urban Tilth 501(c)3” leased the premises at 801 Marina Way South #2 from Charles Patterson. Although the agreement specified that the premises would be used for a “non-profit bike ride meeting location Rich City Rides extension and print shop.” all

parties were aware that the premises would be illegally used as a residence. At first, Najari Smith used the premises as his residence,



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 4/13)

Date (For reference only): 8/1/2017

Charles Patterson ("Landlord") and
Najari Smith C/O Rich City Rides C/O Urban Tilt 5013C# ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 801 Marina Way South #2 ("Premises"), which comprise approximately 50% % of the total square footage of rentable space in the entire property. See exhibit Addendum 1 for a further description of the Premises.

2. **TERM:** The term begins on (date) 9/01/2017 ("Commencement Date").
(Check A or B):
 A. Lease: and shall terminate on (date) 9/1/2019 at 5:00 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
 B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
 C. RENEWAL OR EXTENSION TERMS: See attached addendum _____.

3. **BASE RENT:**
A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 (1) \$ 1500.00 per month, for the term of the agreement.
 (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
 (4) In accordance with the attached rent schedule.
 (5) Other: _____.

B. Base Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**
A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to (Name) Charles Patterson at (address) 801 Marina Way South #3 Richmond, CA 94804, or at any other location specified by Landlord in writing to Tenant.
C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**
A. Tenant agrees to pay Landlord \$ 1000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (CP) (_____) Tenant's Initials (_____) (_____)

Premises: 801 Marina Way South #2

Date 8/1/2017

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>9/1/17</u> To <u>10/1/17</u> Date Date	\$ <u>1500</u>	\$ <u>0</u>	\$ <u>1500</u>	<u>9/01/17</u>
B. Security Deposit	\$ <u>1000</u>	\$ <u>0</u>	\$ <u>1000</u>	<u>9/01/17</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total: _____	\$ _____	\$ <u>0</u>	\$ <u>2500</u>	_____

8. PARKING: Tenant is entitled to 0 unreserved and 1 reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ N/A per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: N/A Please No storage of materials against the sides of the building. The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ N/A per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 20.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant Sub-metered and billed monthly:
PG&E Gas and Electric, EB-MUD Water, and Republic Trash at 801 Marina Way South.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as Non-profit Bike ride meeting location Rich City Rides Extension, and Print shop. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (Cp) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____

CL REVISED 4/13 (PAGE 2 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

Petterson



Premises: 801 Marina Way South #2

Date 8/1/2017

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. ENERGY DISCLOSURE:** If this is a lease of the entire building, Landlord shall provide Tenant, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>.
- 36. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 36B(2) below. Paragraphs 36B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 36B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- *NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO**

Landlord's Initials (CP) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

Petterson

Premises: 801 Marina Way South #2

Date 8/1/2017

ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials Cp / Tenant's Initials /

37. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

38. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Charles Patterson
801 Marina Way South #3
Richmond, CA 94804

Tenant: Najari Smith

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

39. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

40. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

41. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

Blank lines for other terms and conditions.

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

42. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 36A.

43. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

44. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

45. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: N/A (Print Firm Name) is the agent of (check one):

the Landlord exclusively; or both the Tenant and Landlord.

Selling Agent: N/A (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (Cp) ()

Tenant's Initials () ()

Reviewed by Date



CL REVISED 4/13 (PAGE 5 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

Patterson

Premises: 801 Marina Way South #2 Date 8/1/2017

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Please sign

Tenant *(Signed): _____ Date 8/1/2017
Please Print: _____
(Print name) _____
Address _____ City _____ State _____ Zip _____

Tenant *(Signed): _____ Date 8/1/2017
Please Print: _____
(Print name) _____
Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) N/A Date _____
Guarantor _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Charles Patterson *(signed): Charles Patterson Date 8/1/2017
(owner or agent with authority to enter into this agreement)
Address 801 Marina Way South #3 City Richmond State CA Zip 94804

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) N/A BRE Lic. # _____
By (Agent) _____ BRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) N/A BRE Lic. # _____
By (Agent) _____ BRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____



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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

Premises: 801 Marina Way South #2

Date 8/1/2017

- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of termination of this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- * 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 500,000.00 . Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 500,000.00 , plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (CP) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



CL REVISED 4/13 (PAGE 3 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

Peterson

* This type of insurance is standard liability coverage and is estimated to cost about \$500 per year for a small business.

____ You only need this if you operate your business from this location to cover liability of customers on the property. _____

Figure 25 - Lease Agreement for 801 Marina Way South

On or about August 5, 2019, Najari Smith left 801 Marina Way South to move in with Doria Robinson, and he sub-leased the premises to Roshni McGee.

COPY

LETTER OF AGREEMENT

Najari Smith
1500 Macdonald Ave Ste #C
Richmond, California 94801

08/05/2019

Roshni-FeLonte McGee
801 Marina Way S STE#2
Richmond, California 94804

Dear Roshni-FeLonte McGee:

On 08/05/2019, we came to a mutual agreement concerning 801 Marina way So. suite #2. The purpose of this letter of agreement (the "LOA") is to summarize the terms of the agreement we reached. If you find anything in this LOA to be incorrect, please let me know as soon as possible. If you agree that all the terms stated in this LOA are correct, please sign this LOA and return it to me and I will move forward with having a formal agreement drafted (the "Formal Agreement"). Per our conversation, we mutually agreed upon the following:

TOPIC OF AGREEMENT

801 Marina way So. suite #2

\$1700.00+\$700pge

This Agreement is to rent the use of space of 801 marina way south ste#2
Richmond ,Ca 94804

TERM AND TERMINATION

The Formal Agreement will become effective on 08/05/2019 (the "Effective Date") and shall remain in effect until 08/06/2024 (the "Termination Date").

Both parties shall have the right, at any time, upon written notice, to terminate the Formal Agreement. Upon termination, all rights shall immediately return to the originator without prejudice to money that may be due or become due upon the occurrence of any of the following:

- (a) Any violation of the terms of the Formal Agreement, by either party;
- (b) Death or disability of either party during the term of the Formal Agreement, or;
- (c) Either parties' inability to perform in accordance with the Formal Agreement.

FORCE MAJEURE

Neither party shall be considered in default or in breach of the Formal Agreement, when such failure or delay to perform should be triggered by any acts or force of nature beyond either party's control. Such acts or force of nature would include, but are not limited to, acts of God (tornado, hurricane, lightning strike, etc.), fire, floods, holidays, war, striking, or governmental restrictions. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance as promptly as possible.

NOTICE

Both parties agree that any notices provided in connection with the Formal Agreement, shall be made in writing by registered or certified mail, with return receipt requested.

PREVAILING LAW

The Formal Agreement shall be governed in accordance with the prevailing laws of the State of California. Every aspect and provision of the Formal Agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of the Formal Agreement be deemed ineffective or unenforceable under applicable law, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within the Formal Agreement.

LEGAL REMEDIES

Should either party seek legal remedy to enforce or interpret any of the provisions contained in the Formal Agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other relief deemed appropriate by the

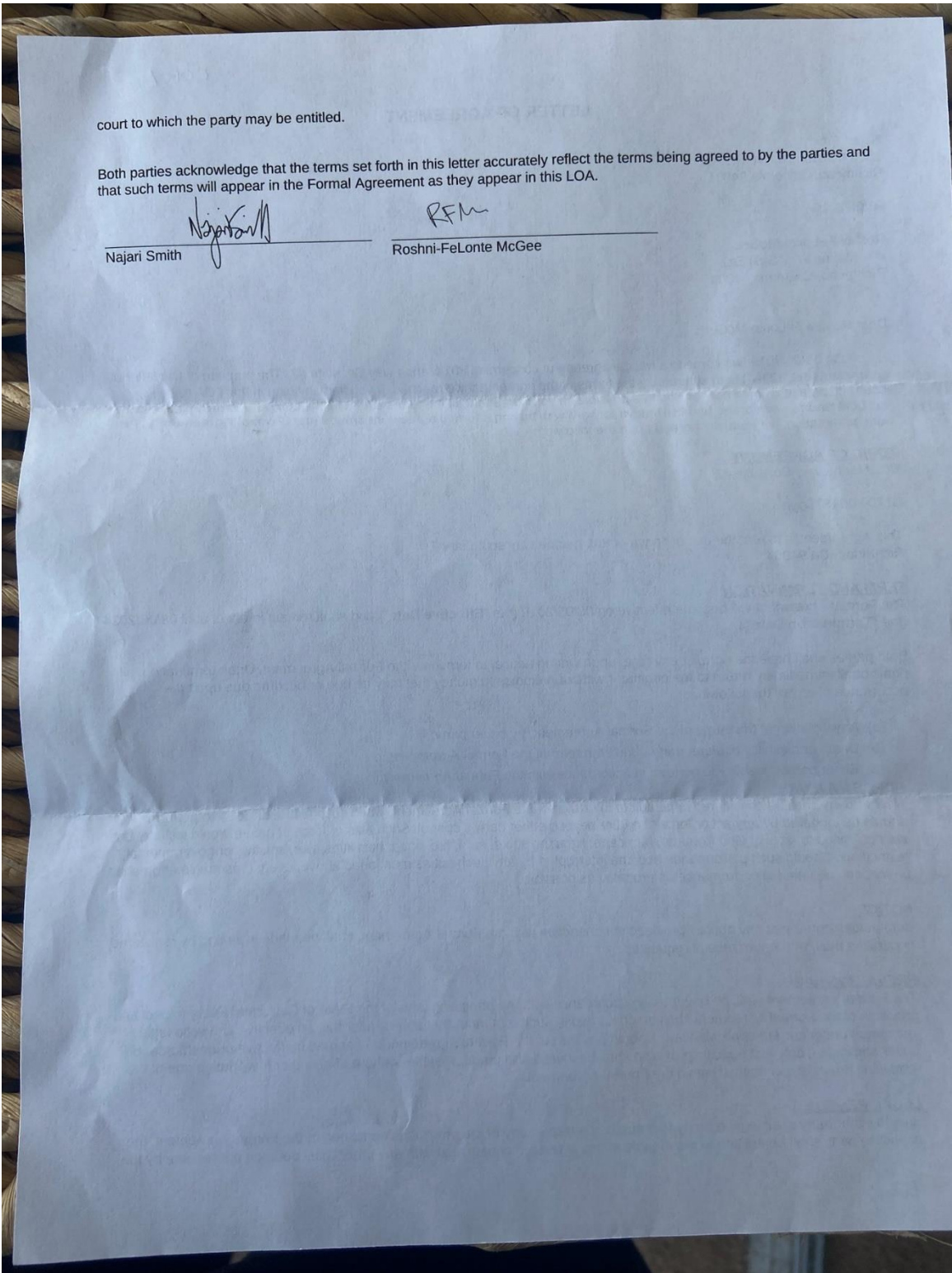


Figure 26 - Najari Smith sublets 801 Marina Way South to Roshni McGee

McGee moved into 801 Marina Way South, #2, but the next year Najari Smith fraudulently claimed it as his residence when filing to run for City Council in District 5.

In May of 2023, Najari Smith and Doria Robinson evicted McGee from 801 Marina Way South. Because Urban Tilth and Najari Smith failed to maintain the premises in a livable condition and because of McGee's complaints, Robinson and Smith began engaging in a pattern of harassment and intimidation towards McGee which included, but was not limited to, the following: entering Plaintiff's unit without notice; refusing to repair substantial habitability defects, demanding that McGee hide the fact the unit was not zoned for residential use when the premises was investigated by the Richmond Rent Program in 2020, telling him his kids needed to stay inside or he would get in trouble, gaslighting, and defamation of character.

McGee believes that Robinson and Smith engaged in neglect, retaliation, harassment and intimidation, to make his life as uncomfortable as possible such that he would agree to take a relocation fee and move-out so Robinson and Smith could complete a property transaction involving the premises. Ultimately, this campaign of neglect, harassment and intimidation did force McGee out.

McGee was paid a total of \$16,000 by Urban Tilth to cover his relocation expenses.

Roshni McGee
801 Marina Way South, Unit 2
Richmond, CA 94804

May 4, 2023

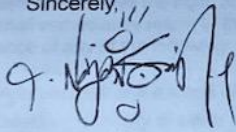
RE: Written notice of termination of the Formal Agreement entered into on 8/05/2019

Mr. Roshni McGee,

This is a formal written and certified notice of the termination of the Formal Agreement entered into on 8/05/2019 for the use of 801 Marina Way South, Unit 2 Richmond, CA 94804, 1) due to termination of lease by landlord; 2) Violation of terms of the agreement.

This termination of the Formal Agreement is effective immediately (May 4, 2023).

Sincerely,



Najari Smith
234 South 12th Street
Richmond, CA 94804
347-721-7295
Najarismith@gmail.com

Figure 27 - Eviction Notice

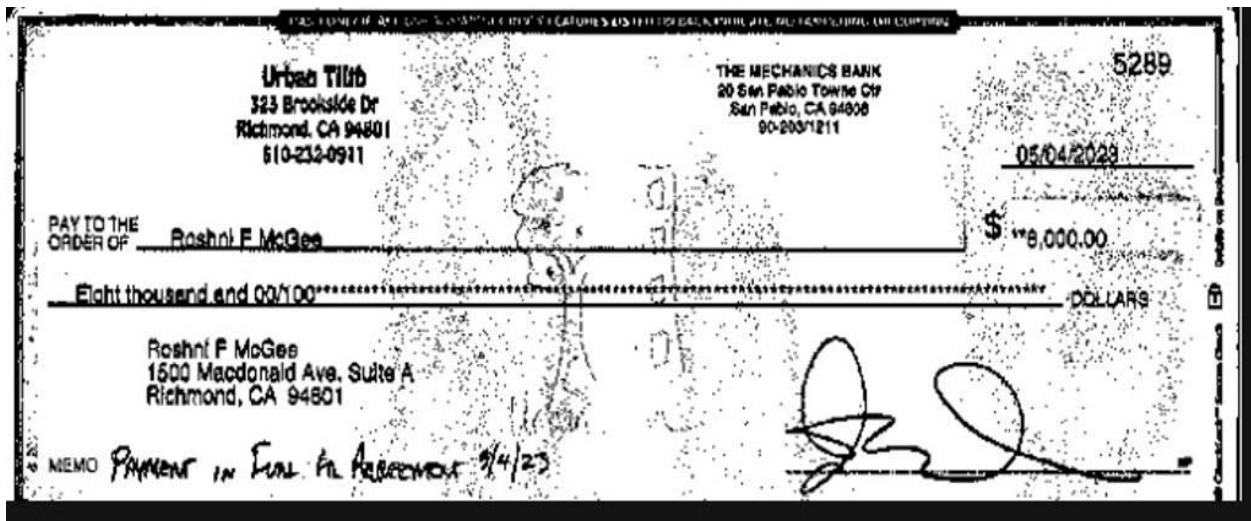
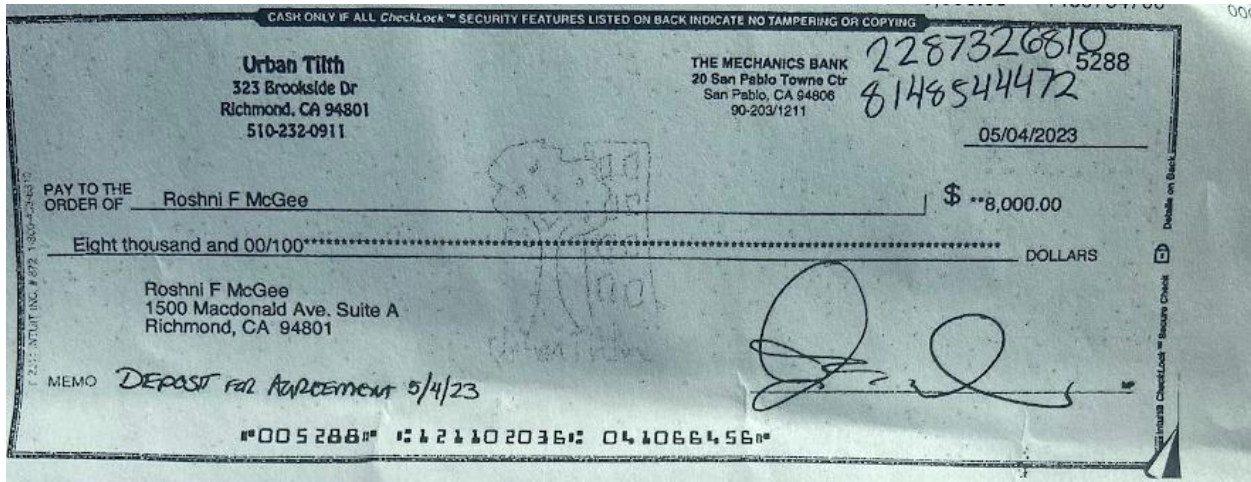


Figure 28 - Checks totaling \$16,000 from Urban Tilth to McGee

Additional Real Estate Transactions

In addition to co-ownership of their residence, Najari Smith and Councilmember Robinson⁶ entered into a real estate transaction wherein Urban Tilth purchased six properties in 2023 for \$4,350,000⁷ and subsequently transferred them to Rich City several months later for a price of \$2,075,366, less than half of what Urban Tilth paid for them.

During 2023, the Organization purchased new properties for a total consideration of \$8,850,000. Certain of these properties were purchased on behalf of an affiliated organization⁸ and were subsequently sold to that organization for \$2,075,366 under a bridge loan of the same amount with the properties secured as collateral.⁹

⁶ Doria Robinson signed to deed to Rich City on October 11, 2023

⁷ Based on the Contra Costa County transfer tax paid of \$4,784 and a tax rate of 0.0011, the amount paid was \$4,350,000.

⁸ Affiliated organization refers to Rich City

⁹ Ibid.

There is no explanation why Urban Tilth sold the property to Rich City for less than half the purchase price. This was not an “arms-length” transaction. The sole person listed in state filings associated with Rich City is Najari Smith, and the grant deed to Rich City was signed by Doria Robinson.

When the real estate transfer tax for the second transaction to Rich City was paid, it was calculated using the figure of \$2,075,366. Real estate transfer taxes are required to be based on the value, not the transaction price.

The Contra Costa County Assessor, Gus Kramer, later determined that this was not an arm’s length transaction, that the actual value was the \$4,350,000 of the initial transaction and that Urban Tilth avoided substantial costs by underpaying the transfer tax.

RECORDING REQUESTED BY
Doma Title of California, Inc.

AND WHEN RECORDED MAIL TO:
Urban Tilth, a California nonprofit corporation
323 Brookside Drive
Richmond, CA 94801

CONTRA COSTA CO Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder
DOC - 2023-0066927
Friday, Jul 14, 2023 09:19:00
CCC \$4785.00 Rm \$108750.00



Total Paid: \$113,561.00 Receipt #: 202300059737
10 - SimpliFile 209 / AGPC / 1-5

Space Above This Line for Recorder's Use Only

A.P.N.: 540-140-005-5
A.P.N.: 540-350-012-6
A.P.N.: 540-150-001-1, 540-150-002-9, 540-150-025-0 and 540-150-026-8

File No.: 54706-22-02114

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX: \$4,785.00; CITY TRANSFER TAX: \$108,750.00;
SURVEY MONUMENT FEE:

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Richmond, and
- EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Charles Patterson II also known as Charles A. Patterson, an unmarried man and Charles Patterson, III, a married man, as his sole and separate property who acquired title as Charles Patterson III, an unmarried man

hereby GRANTS to Urban Tilth, a California nonprofit corporation

the following described property in the City of Richmond, County of Contra Costa, State of California:

Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference

Dated: July 7, 2023

Charles Patterson, II also known as Charles A. Patterson

/Charles Patterson, II also known as Charles A. Patterson

Charles Patterson, III

This document is being executed in counterparts,
each of which when executed shall be deemed
an original, and said counterparts together shall
constitute one and the same instrument.
This is counterpart number 1 of 2

Mail Tax Statements To: SAME AS ABOVE

Document Number: 2023-0066927 Page: 1 of 5

Figure 29 - Grant Deed, Patterson to Urban Tilth

EXHIBIT "A"

LEGAL DESCRIPTION

Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

TRACT I:

LOTS 8 AND 9, BLOCK 65, AMENDED MAP OF THE CITY OF RICHMOND, FILED MARCH 31, 1905, MAP BOOK D, PAGE 74, CONTRA COSTA COUNTY RECORDS.

APN: 540-140-005-5

Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

TRACT II:

LOTS 13 AND 14, IN BLOCK 1, AS SHOWN ON THE "MAP OF GRIFFINS' AND WATROUS ADDITION", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER ON MAY 31, 1904 IN MAP BOOK F, AT PAGE 138, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM: THAT PORTION THEREOF LYING WITHIN THE PARCEL OF LAND DESCRIBED IN THE DEED TO OAKLAND AND EASTSIDE RAILROAD COMPANY RECORDED SEPTEMBER 5, 1903 IN BOOK 100 OF DEEDS, PAGE 337.

APN: 540-350-012-6

Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

TRACT III:

PARCEL ONE:

LOTS 1 AND 2, BLOCK 70, AMENDED MAP OF THE CITY OF RICHMOND, FILED MARCH 31, 1905, MAP BOOK "D", PAGES 74, CONTRA COSTA COUNTY RECORDS.

APN: 540-150-001-1

PARCEL TWO:

LOTS 3, 4, 41 AND 42, BLOCK 70, AMENDED MAP OF CITY OF RICHMOND, FILED MARCH 31, 1904, MAP BOOK D, PAGE 74, CONTRA COSTA COUNTY RECORDS.

APNS: 540-150-002-9, 540-150-025-0 AND 540-150-026-8

Prelim

4

54708-22-02114

Document Number: 2023-0098013 Page: 4 of 4

Figure 30 - Legal description from initial transaction

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 1117027390

APN: 540-140-005-5; 540-350-012-6;
540-150-001-1; 540-150-002-9; 540-
150-25-0; 540-150-26-8

When Recorded Mail Document and Tax Statements to:

Rich City
1500 MacDonald Avenue, Unit C
Richmond, CA 94801



Electronically Recorded
CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder



DOC - 2023-0117617

Tuesday, Oct 31, 2023 15:55:00

CCC \$2283.05 Rm \$25950.00

Total Paid: \$28,259.05 Receipt #: 202300097859

19 - eRecording Partners Network LLC

189 / LAPC / 1-5

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$2,283.05

computed on full value of property conveyed, or

computed on full value less of liens and encumbrances remaining at time of sale.

Unincorporated area: City of Richmond \$25,950.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Urban Tilth, a California nonprofit public benefit corporation

hereby GRANT(S) to

Rich City, a California nonprofit public benefit corporation

that property in City of Richmond, Contra Costa County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Secretary's Certificate attached as Exhibit B

Date: October 11, 2023

Urban Tilth, a California nonprofit public benefit corporation

By: 
Doria Robinson, Executive Director

Doria Robinson, Executive Director


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On OCT 13 2023 before me, Sandra M. Dooley, a Notary Public, personally appeared Doria Robinson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 
Name: Sandra M. Dooley
(Typed or Printed)

(Seal)



Figure 32 - Grant Deed executed by Doria Robinson

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Sandra M. Dooley
Name of County Alameda
Date of Commission Expires Feb 22, 2025
Notary Identification Number 2348422

Lovina Telleria Lovina Telleria
Signature of person (firm names if any) making verification
Date 10/23/2023
Location Pleasanton
(City)
State of California

Document Number: 2023-0117617 Page: 3 of 5

Figure 33 - Notary Seal

EXHIBIT A

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Tract One:

Lots 8 and 9, Block 65, amended Map of the City of Richmond, filed march 31, 1905, Map Book D, Page 74, Contra Costa Records.

APN: 540-140-005-5

Tract Two:

Lots 13 and 14, in Block 1, as shown on the "Map of Griffins and Watrous Addition", which Map was filed in the office of the County recorder on May 31, 1904 in Book F, at Page 138, Contra Costa County Records.

APN: 540-350-012-6

Tract Three:

Lots 1 and 2, Block 70, amended Map of the City of Richmond, filed March 31, 1905, Map Book "D", Page 74 Contra Costa County Records.

APN: 540-150-001-1

Tract Four:

Lots 3, 4, 41 and 42, Block 70, amended Map of City of Richmond, filed March 31, 1904, Map Book D, Page 74, Contra Costa Records.

APN'S: 540-150-002-9, 540-150-025-0 and 540-150-26-8

Figure 34 - Property description from Grant deed

Exhibit 'B'
Secretary's Certificate
Of
Urban Tilth

The undersigned, as Secretary of Urban Tilth, a California nonprofit public benefit corporation, (the Corporation) do hereby certify that the attached deed or instrument conveying or otherwise transferring any assets of the Corporation was validly approved by the board, that the notice, if any, required by California Corporations Code Section 5913 has been given and the property described in such deed or instrument is less than substantially all of the assets of the Corporation.

This certificate is prima facie evidence of the existence of the facts authorizing such conveyance or other transfer of the assets and conclusive evidence in favor of any purchaser or encumbrancer for value who, without notice of any trust restriction applicable to the property or any failure to comply therewith, in good faith parted with value.



Jennifer Ly, Secretary of Urban Tilth

Dated: October 16, 2023

Document Number: 2023-0117617 Page: 5 of 5

Figure 35 - Urban Tilth's Secretary's certificate

Conclusion

The relationships of Doria Robinson, Urban Tilt, and Rich City Rides in its multiple incarnations needs to be reexamined by the FPPC. We believe there is sufficient evidence, including testimony from listed witnesses that there are multiple violations of conflict of interest statutes.