



## AMENDMENT TO MEMORANDUM OF UNDERSTANDING SKATEPARK FUNDING

This Amendment to Memorandum of Understanding (“Amendment”) is made this 11<sup>th</sup> day of May, 2023 by and between the Cambria Community Services District (the “District”), a California special district, and the Cambria Community Council (the “Council”), a nonprofit 501(c)3 organization, collectively referred to herein as the “Parties.”

### WITNESSETH:

**WHEREAS**, the District has a public works project underway to design and develop a new skatepark for the community (the “Skatepark,” “Skatepark Project” or “Project”); and

**WHEREAS**, the Council is acting as the entity managing the donations for the Skatepark Project; and

**WHEREAS**, the District and the Council entered into a Memorandum of Understanding (“MOU”) on March 28, 2022 to set forth the manner in which the funds raised for the Skatepark Project will be disbursed by the Council to the District as the various phases, which include design, permitting, bidding and construction, and operation and maintenance, are undertaken; and

**WHEREAS**, the District and Council desire to amend the MOU to address issues related to potential grant funding for the Project.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.c. of the MOU is hereby amended in its entirety to read as follows:

The representatives of Skate Cambria have agreed that the costs of the design and permitting phases of the Skatepark Project shall be shared equally between the funds committed by the District (until they are

exhausted) and the funds raised by Skate Cambria. Skate Cambria also understands that the bidding and construction phase of the Skatepark Project is contingent upon, and will not commence until, all of the funds necessary to construct the Project have been raised and have been deposited with the Council. This shall include funds sufficient to create a reserve fund for operation and maintenance of the Skatepark, in an amount determined by the District's Board of Directors, as recommended by District staff. The reserve funds may be held by the District or the Council, allowing for agreements to meet the needs of the determined reserves. Should the District apply for and obtain grant funding for the Skatepark Project, as determined by the District Board of Directors, said grant funds shall be used to develop the Project, consistent with the grant terms and conditions. If the grant requires matching funds from the District, those funds may be appropriated from either Skate Cambria funds transferred and deposited with the District by the Council or from any remaining unexpended District funds previously committed to the Project or a combination of both, as determined by the District Board of Directors.

- 2. All other provisions of the MOU shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed the day and year first above written.

**CAMBRIA COMMUNITY SERVICES**

DocuSigned by:  
*Karen Dean*  
By: \_\_\_\_\_  
41DFC83456B4446...  
Karen Dean, President of the Board of Directors

**CAMBRIA COMMUNITY COUNCIL**

DocuSigned by:  
*Dick Clark*  
By: \_\_\_\_\_  
5C3A4C4ABDEB49B...  
Dick Clark, President of the Board of Directors

**ATTEST:**  
DocuSigned by:  
*Haley Dodson*  
\_\_\_\_\_  
A9BEC4CBA9044B3...  
Haley Dodson, Administrative Manager

Approved As To Form:

DocuSigned by:

*Timothy Carmel*

B64D40A30AA141E...

Timothy J. Carmel, District Counsel