



SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING SKATEPARK FUNDING

This Second Amendment to Memorandum of Understanding (“Amendment”) is made this 10th day of April, 2025 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 holding and managing the private donations for the Skatepark Project, which have been raised primarily by Skate Cambria, a local unincorporated association which strongly supports the 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 of the Project, which include design, permitting, bidding and construction, and operation and maintenance, are undertaken; and

WHEREAS, on May 11, 2023, the District and Council entered into an Amendment to the MOU to address issues related to potential grant funding for the Project (the “First Amendment”); and

WHEREAS, on May 25, 2023, the Board of Directors approved a Land and Water Conservation Fund Grant (LWFG) Application for the Skatepark Project; and

WHEREAS, on September 14, 2023, the Board of Directors approved and entered into an Agreement for Local Area 170 Grant Funding with the County of San Luis Obispo on behalf of the San Luis Obispo County Tourism Business Improvement District (CBID) for the bathroom at the Cambria Skatepark. The District received \$47,500 in grant funding (non-matching) from the County on behalf of CBID to offset the cost of constructing the bathroom; and

WHEREAS, the District has previously limited its share of Project costs to \$178,000 and also holds \$24,334 of funds from the Council, which funds are to cover expenses already contracted for. Thus far, the Council (through Skate Cambria) has raised \$406,882, including \$75,000 in pledges. The LWFG is for \$600,000, requires a 50/50 match, and is a reimbursement-based grant program. The total amount of funds currently available for the Project (including the LWFG) is as follows:

LWFG Grant	\$ 600,000.00
Mechanics Bank (CCC cash on hand 1/9/2025)	\$ 36,109.00
Edward Jones (CCC cash on hand 1/9/2025)	\$ 273,148.00
CCSD Balance	\$ 105,020.94
Total	\$1,014,277.94

; and

WHEREAS, District staff has concerns regarding funding shortfalls for the Skatepark Project, which concerns were discussed by the Board of Directors at its March 13, 2025 meeting. The concerns are based upon the fact that the lowest of the four cost estimates for the Skatepark Project is \$1,148,048.00, doesn't include a contingency, and the likelihood that material and construction costs will continue to escalate due to inflation and other economic factors. The two contractor's mock bids submitted for the Skatepark construction do not include any contingencies; however, the engineering estimates have a 15% contingency. Staff has removed the 15 % contingencies for both engineering estimates, averaged the costs, and determined the average of the four cost estimates to be \$1,263,381.96. Staff believes that the Board should consider this figure in analyzing how best to move forward, including how to determine the current shortfall or "gap" between the estimated Project cost and money available. Based on these two figures, the gap is currently \$249,104.02 with no contingency. It is further recommended that including a contingency amount would be prudent; and

WHEREAS, the parties desire to enter into this Second Amendment in order to further clarify that the current and anticipated funding shortfalls for the Project will be the responsibility of the Council and that the Council understands that, in the event any funding shortfalls once construction contracts have been awarded, the work on the Project may need to be suspended. Any such

suspension of work will likely result in additional costs and claims from the contractor, and in that event, such additional costs and claims will also be the responsibility of the Council.

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. The recitals set forth herein are true, correct and incorporated by reference.
2. 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 estimated to be 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 Board of Directors, as recommended by District staff. The funds may be held by the District or the Council, allowing for agreements to meet the needs of the Project. The LWFG grant funds shall be used to develop the Project, consistent with the grant terms and conditions. Grant matching funds from the District 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 either, as determined by the District Board of Directors.

Any funding shortfall for the Project will be the responsibility of the Council. In the event the Project costs increase for any reason, including, but not limited to, inflation, required change orders or suspension of the work due to lack of available funds to pay Project contractors, any and all additional Project costs will be borne by and be the responsibility of the Council.

3. All other provisions of the MOU, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to Memorandum of Understanding to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT

DocuSigned by:
Debra Scott
By: _____
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Debra Scott, President of the Board of Directors

CAMBRIA COMMUNITY COUNCIL

DocuSigned by:
Dick Clark
By: _____
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Dick Clark, President of the Board of Directors

ATTEST:
DocuSigned by:
Haley Dodson

27CDBD8EE42E4C4...
Haley Dodson, Confidential Administrative Assistant

Approved As To Form:
DocuSigned by:
Timothy Carmel

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Timothy J. Carmel, District Counsel