



MEMORANDUM OF UNDERSTANDING SKATEPARK FUNDING

This Memorandum of Understanding (“MOU”) is made this 28th day of March, 2022 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 contracted with the firm Spohn Ranch to create a conceptual design for the Skatepark; and

WHEREAS, a local community group, Skate Cambria, has been formed with the mission of raising the funds necessary to build the new Skatepark as a modern concrete facility that will last for generations of skaters to come; and

WHEREAS, based upon Spohn Ranch’s conceptual design, the estimated cost for the Skatepark Project is currently \$661,000. On December 9, 2021 the District Board of Directors reaffirmed its commitment to the Skatepark Project and voted to allocate \$178,000 in funding. Skate Cambria has committed to raising the additional funding needed, so that the Skatepark Project can move forward and be constructed; and

WHEREAS, since Skate Cambria is an unincorporated association, the Cambria Community Council, which is a 501(c)(3) non-profit organization, is acting as the entity managing the donations for the Skatepark Project; and

WHEREAS, based upon the Council’s relationship with Skate Cambria, and with Skate Cambria’s concurrence, the District and the Council desire to enter into this Memorandum of Understanding 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.

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. **UNDERSTANDING OF SKATE CAMBRIA AND THE PARTIES REGARDING FUNDING, OWNERSHIP AND OPERATION**. The parties hereby expressly acknowledge the following underlying facts and understandings regarding the Skatepark Project:

a. Skate Cambria, by and through its representatives, has indicated that while it has a commitment to raise the funds necessary for the design, permitting, construction, and operation and maintenance of the Skatepark, it is not otherwise going to become a formal legal entity. Its only role is fundraising and providing observations and input to the District for the Skatepark Project. Otherwise, it has acknowledged that the Skatepark Project will be constructed by the District on District property, and the District has the ultimate authority regarding its design, construction, operation, and maintenance.

b. Other than the \$178,000 that has been committed to the Skatepark Project by the District, and the funds raised by Skate Cambria, as administered by the Council, there are no other funding sources currently available for the Skatepark Project.

c. 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 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, maintenance and repair 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.

2. DISBURSEMENT OF FUNDS TO DISTRICT: DESIGN, PERMITTING AND CONSTRUCTION PHASES.

Design Phase: the District will seek proposals for the preparation of construction documents for the Project, which include costs related to structural and civil engineering. The estimated cost by Spohn Ranch for this phase is approximately \$51,000; however, the actual cost may be different once proposals have been solicited and received. Once actual costs have been determined, the Council shall transfer and deposit 50% of the cost with the District.

Permitting Phase: The Skatepark Project will require discretionary permitting approval by San Luis Obispo County ("County"), which will require additional studies and site evaluation, as well as environmental review. Although Spohn Ranch's estimate for permitting and inspections is \$15,000, it is unknown how much additional costs will be incurred for additional studies, site evaluations and environmental review. Initially, the Council will transfer and deposit 50% of the permit fee costs, as determined by the County, with the District. Upon any determination that additional studies or site evaluations are required, the District shall notify the Council of the cost for such studies or site evaluations and Council shall thereupon transfer and deposit 50% of the costs with the District.

Bidding and Construction Phase: As set forth in Section 1 above, 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 District. Once the required permits have been secured from the County, the District will follow public project bidding requirements as required by law. Prior to the District seeking bids, the Council shall transfer and deposit the full amount of the engineer's final cost estimate to construct the Skatepark Project, including necessary construction reserves, with the District. After bids have been received and a low bidder determined, as provided by law, the District shall inform the Council of the actual construction cost and if the bids are higher than the amount of the engineer's estimate, any additional amounts necessary to award the construction contract and proceed with the Project shall be deposited by the Council with the District. If, during the course of

construction, changes are required that increase the cost of construction of the Project, the District will notify the Council of the additional funds necessary, and the Council will transfer and deposit the additional funds with the District.

In addition, as set forth in Section 1, prior to putting the Project out to bid, there shall be funds sufficient to create a reserve fund for operation, maintenance and repair of the Skatepark, in an amount to be determined by the District's Board of Directors. These funds may be held by the District or the Council, allowing for agreements to meet the needs of the determined reserves.

As set forth in Section 1.b. above, the District's total commitment to the Project is \$178,000. In addition, the District will provide in-kind services needed to bring the project to completion, including the services of the District Engineer and the District Counsel. Therefore, if any additional costs are incurred to fund any phases of the Project, payment for such costs will be provided by the Council from the funds raised by Skate Cambria.

At the end of each of the above phases of the Project, the District will provide to the Council an accounting of all monies spent to-date and a determination of the estimated funding needed to complete the next phase.

3. **AMENDMENT.** This MOU may be amended by the mutual consent of the Parties if such amendment is in written form and executed by the Council and by the District.

4. **ENTIRE MOU.** This MOU supersedes any and all other agreements, either oral or in writing, between and of the parties herein with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding.

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:
Donn Howell
By: _____
Donn Howell, President of the Board of Directors

CAMBRIA COMMUNITY COUNCIL

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

ATTEST:
DocuSigned by:
Ossana Terterian

Ossana Terterian, Board Secretary

Approved As To Form:
DocuSigned by:
Tim Carmel

Timothy J. Carmel, District Counsel