

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2018-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO  
COMMUNITY SERVICES DISTRICT ADOPTING A SECOND AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE NIPOMO COMMUNITY  
SERVICES DISTRICT AND THE COUNTY OF SAN LUIS OBISPO REGARDING  
THE TRANSFER OF OWNERSHIP IN COUNTY-OWNED REAL PROPERTY**

**WHEREAS**, the Nipomo Community Services District (herein "District") Board of Directors is a local governmental agency formed and authorized to provide services within its jurisdiction, pursuant to Section 61000 et seq. of the California Government Code; and

**WHEREAS**, Government Code Section 611040(e) enables community services districts to provide parks and recreation services if activated by the Local Agency Formation Commission ("LAFCO"); and

**WHEREAS**, the District entered into a Memorandum of Understanding ("MOU") on March 24, 2009 with the County of San Luis Obispo ("County") wherein, subject to conditions, the County agreed to will transfer to District for park purposes, at no charge, certain property, identified in the First Amendment to the MOU as the following ~~described real property~~ (herein "the Park Property" or "the Park"):

"...a Approximately one (1) acre located at the ~~southern~~ southern east corner of West Tefft and Carrillo Streets (APN 090-1424-0076) along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (a portion of APN 090-151-008) ... as depicted in Exhibit 'A-1'"; and

**WHEREAS**, pursuant to the MOU, the transfer of the Park Property is conditioned on LAFCO activation of District's Park Powers; and

**WHEREAS**, the District does not desire to own or operate the Park; and

**WHEREAS**, by Board Action taken at the October 9, 2013 District Board Meeting, the Board unanimously voted to approve the First Amendment to the MOU; and

**WHEREAS**, the First Amendment to the MOU identified the Olde Towne Nipomo Association ("OTNA"), a 501(c)-3 nonprofit corporation, as a party working with the District and the County to advance the Park; and

**WHEREAS**, the County is proposing a Second Amendment to ~~the First Amendment of~~ the MOU to extend the life of the MOU by one (1) year, and to delegate the County's Board of Supervisor's authority over activities in the MOU to the Central Services Director, or the Director's designee; and

**WHEREAS**, the County and OTNA desire to work to achieve, in a period of one (1) year, a memorandum of understanding between the County and OTNA independent of the MOU ~~and/or~~ First Amendment to the MOU between the County and District; and

*and Second Amendments*  
**WHEREAS**, the proposed County and OTNA memorandum of understanding would exclude the District in participating in any way as a party to the development, operations, maintenance, ownership or any association with the Park;

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**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Directors of the Nipomo Community Services District as follows:

1. The recitals hereto are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein.

~~2. The Second Amendment to Memorandum of Understanding Between the Nipomo Community Services District and the County of San Luis Obispo Regarding the Transfer of Ownership in County-Owned Real Property attached hereto and incorporated herein by reference as Exhibit A ("Second Amendment to MOU") is hereby adopted. Item No. 6 of the First Amendment to MOU, Paragraph 18, is deleted and replaced with the following:~~

~~———— In the event the Property has not been transferred from the County to the District on or before December 31, 2019, this MOU shall be null and void unless extended by mutual written consent of the parties. The Board hereby delegates authority to the Central Services Director to approve and execute any documents extending the term of this MOU and any Use Permit issued to the Olde Towne Nipomo Association (or its successor) for the purposes of advancing the construction of the Jim O. Miller Park~~

3. ~~Adding new Paragraph 19 as follows:~~

~~———— Delegated Authority: The County Board of Supervisors delegates authority to the Central Services Director, or the Director's designee (Director), to review, approve and execute all documents related to the development of the Jim O. Miller Park.~~

4. ~~Adding new Paragraph 20 as follows:~~

~~———— Assignment of MOU: District shall not assign, transfer, or delegate the MOU or any interest therein without the prior written consent of Director, or Director's designee, and any such assignment, transfer, or delegation without the Director's written consent shall be considered null and void.~~

- 5.2. Upon adoption of this resolution, the District does will not intend to take further action to amend or approve amendments that would have the effect of extending to, the term of the MOU or, the First or Second Amendments to the MOU.

- 6.3. All other provisions of the MOU and First Amendment to MOU not otherwise amended by the Second Amendment to MOU shall continue in full force and effect.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
CONFLICTS:

the foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the Nipomo Community Services District this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Ed Eby, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mario Iglesias  
General Manager/Secretary to the Board

\_\_\_\_\_  
Whitney G. McDonald  
General Counsel