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 611<u>0</u>40(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 <u>agreed towill</u> transfer to District for park purposes, at no charge, <u>certain property</u> identified in the First Amendment to the MOU as the following described real property (herein "the Park Property" or "the Park"):

"...aApproximately one (1) acre located at the sounertheast corner of West Tefft and Carrillo Streets (APN 090-1421-0076) 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 Frist 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

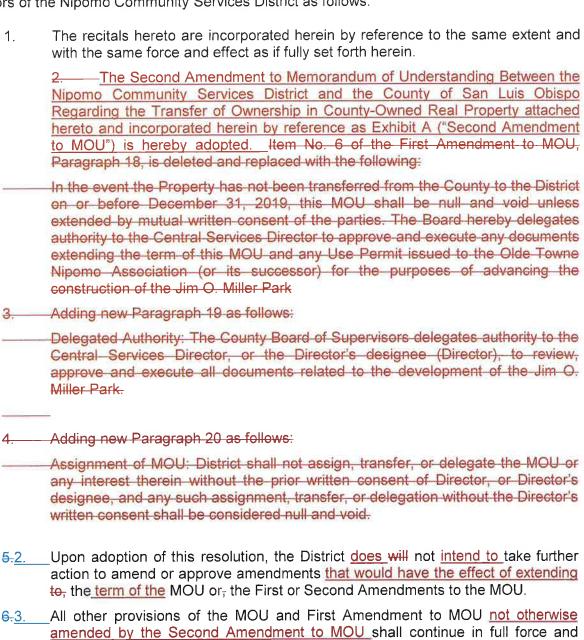
WHEREAS, the County and OTNA desire to work to achieve, in a period of one (1) year, a memorandum of understanding between the County and OTNA independent of the MOU and/or First Amendment to the MOU between the County and District; and

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:



effect.

On the motion of Directorset the following roll call vote, to wit:	conded by Director, and on
AYES: NOES: ABSENT: CONFLICTS:	
the foregoing resolution is hereby passed, app the Nipomo Community Services District this _	proved and adopted by the Board of Directors of day of, 2018.
	Ed Eby, President Nipomo Community Services District
ATTEST:	APPROVED AS TO FORM:
Mario Iglesias	Whitney G. McDonald
General Manager/Secretary to the Board	General Counsel