

# Attachment B

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**Memorandum of Understanding Between  
The County of Monterey and Pajaro Sunny Mesa Community  
Services District**

This Memorandum of Understanding (MOU) between the County of Monterey, (hereafter, "County") and the Pajaro Sunny Mesa Community Services District ("PSMCSD") (collectively "the Parties") sets forth the roles and responsibilities of each party regarding the County allocating the County's portion of the net sale proceeds from the sale of Assessor's Parcel Number (APN) 117-221-034, also known as the Pajaro Agricultural Lot (hereafter, the Property), to PSMCSD.

**Recitals**

Whereas, the Property was one of four parcels deeded to the Redevelopment Agency of the County of Monterey from the Granite Construction Company to support development of a community park, but likely due to its geographic separation was not included in the plans for the park that was ultimately developed and named Pajaro Community Park;

Whereas, following the dissolution of the Redevelopment Agency in 2012, the Successor Agency to the Redevelopment Agency of the County of Monterey retained ownership of the Property;

Whereas, all property owned by a Successor Agency to a Redevelopment Agency must be disposed of, either through sale or other disposition, in accordance with an approved Long-Range Property Management Plan (LRPMP);

Whereas, the County's LRPMP was approved by the Department of Finance Oversight Board on April 17, 2014, requiring the Property to be sold for fair market value;

Whereas, Health and Safety Code Section 34191.5(B) states that proceeds from a liquidated property listed to be sold in a LRPMP are to be distributed to identified local taxing entities;

Whereas, the County has completed the sale of the Property for a mutually satisfactory sales price of \$35,500 ("Sale");

Whereas, PSMCSD is a Community Services District who is responsible for the management of the Pajaro Community Park; and

Whereas, the County wishes to allocate its portion of the Sale, a total of \$5,142.81, to PSMCSD for ongoing maintenance costs towards the Pajaro Community Park;

Now, therefore, the parties agree as follows:

**Purpose**

The purpose of this MOU is to provide PSMCSD with the County's portion of the net sales proceeds following the Sale, for the ongoing maintenance of the Pajaro Community Park.

This MOU is to provide one-time funding to PSMCSD for the ongoing maintenance of the Pajaro Community Park and to establish an understanding between the County and PSMCSD regarding the roles and responsibilities of said Parties.

**Roles**

Upon close of escrow, and completion of the Sale, the County shall provide PSMCSD with the County's portion, a total of \$5,142.81, received from the net sales proceeds from the Sale.

PSMCSD shall accept the County's portion, a total of \$5,142.81, received from the net sales proceeds from the Sale, towards ongoing maintenance of the Pajaro Community Park.

**Other Provisions**

Funds will be dispersed upon the completion of the Sale and execution of this MOU

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

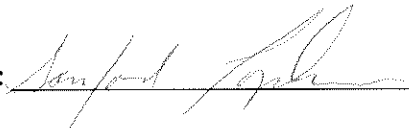
This MOU shall become effective upon the last date opposite the respective signatures below.

**County of Monterey**

**Pajaro Sunny Mesa**

**Community Services District**

BY: \_\_\_\_\_  
Randell Ishii, MS, PE, TE, PTOE,  
Director of Public Works, Facilities and Parks


BY: 

Dated: \_\_\_\_\_

Dated: 4/18/2022

APPROVED AS TO FORM:  
Office of the County Counsel  
Leslie J. Girard, County Counsel

BY:   
Kristi Markey, Deputy County Counsel

BY: 

Dated: 4/19/2022 | 10:51 AM PDT

Dated: 4-18-2022