

**AMENDMENT TO FEBRUARY 23, 2015 MEMORANDUM OF UNDERSTANDING BETWEEN CABRILLO  
UNIFIED SCHOOL DISTRICT AND THE COASTSIDE TENNIS ASSOCIATION**

WHEREAS, the parties hereto have mutual goals of making the tennis court facility located at Half Moon Bay High School ("HMB HS"), Lewis Foster Drive, City of Half Moon Bay available for greater Coastside community use and ensure the facility is properly maintained, and

WHEREAS, the Coastside Tennis Association's goals are to provide, facilitate and coordinate opportunities for its members and the community to play tennis on the Half Moon Bay Coastside, and

WHEREAS, to accomplish these goals, the Coastside Tennis Association sponsors various NorCal USTA league teams and youth tennis programs, produces tennis events and offers affordable lessons for the public, and ensures the HMB HS tennis courts are maintained and safe for play, and

WHEREAS, the Coastside Tennis Association and the Cabrillo Unified School District have had a strong and continuous partnership for over ten years, and

WHEREAS, in 2011 and a revision in 2015, the Coastside Tennis Association and the Cabrillo Unified School District signed a Memorandum of Understanding to document the understanding and agreement of the Parties for the usage and management by the CTA of the HMB HS tennis courts, and

WHEREAS, CUSD has made a significant capital investment in 2019 to upgrade the HMB HS tennis facility resulting in extending the life of the tennis courts for many years to come, and

WHEREAS, CUSD court activities will always have highest priority over any other activities, and

WHEREAS, the Coastside Tennis Association has contributed over \$150,000 and countless volunteer hours toward the maintenance of the HMB HS tennis courts and support of tennis activities for the community, and

WHEREAS, the Coastside Tennis Association and the Cabrillo Unified School District believe amendments are now in order to best suit the common goals of both parties and to ensure that CUSD receives adequate financial compensation for access and use of the courts by the greater community through the efforts of the CTA, and

WHEREAS, the Coastside Tennis Association and the Cabrillo Unified School District have worked together over the past year and a half to agree to these amended terms to ensure financial sustainability for the maintenance and operation of the HMB HS courts,

The CUSD and CTA agree to the following amended sections of the MOU executed between the parties on 2/23/2015.

**Section 3. Tennis Court Maintenance shall be replaced by the following:**

**3. TENNIS COURT MAINTENANCE:** The CTA President or his/her respective designee shall prepare an annual tennis facility maintenance budget and schedule for the use of the tennis facility and make available upon request to the District Superintendent or his/her designee for the district's review, input and approval. During the year, there may be additional maintenance items that occur or are brought to the attention of CTA by CUSD. These items may be added to the maintenance budget and costs will be covered by CTA. During the year, CTA staff/labor may identify additional maintenance outside the scope of the budget. These new items must be reviewed and approved by CUSD.

**Section 4. Operational Costs shall be replaced by the following:**

**4. Operational Costs:** When the annual maintenance budget (Section 3 above) is approved, CTA will execute the approved maintenance activities at CTA expense. At the end of calendar year, the CTA shall provide CUSD total compensation in the amount of \$12,000 for the use of the courts. CTA's approved maintenance costs during the year shall be offset against the \$12,000 annual total compensation to CUSD, with any remaining amounts delivered as cash. If approved maintenance costs exceed \$12,000 over the calendar year, the remainder is the responsibility of CTA, unless agreed by both parties.

"Operational Costs" shall mean:

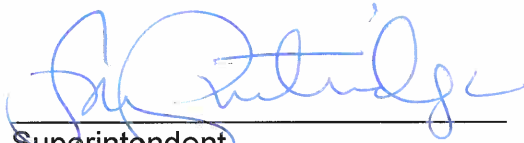
- a) Supplies necessary to maintain the courts: light replacement, brooms, squeegees, cleaning materials and equipment, trash cans, nets, wind screens, signage, portable bathroom, etc.
- b) Repair and maintenance actions such as court washing, court blowing, court infrastructure repair, weed removal / tree trimming, etc. needed to maintain the operation of the tennis facility. All repair and maintenance work shall be authorized in advance by the District, and all repairs shall become the property of the District.

**Section 5. Tennis Facility Capital Improvements shall be replaced by the following:**

**5. TENNIS FACILITY CAPITAL IMPROVEMENTS:** Capital improvement is defined as any enhancement to the tennis court facility which improves a building or site. This includes purchase of new equipment, structures and/or replacement of obsolete buildings/ structures / equipment, and landscaping upgrades but does not include general repair and maintenance items.

Capital improvements shall be planned jointly and must be approved jointly. Financing of capital improvements shall be decided on a case-by-case basis. The parties shall endeavor to take advantage of joint grant applications for funds for capital improvements.

Cabrillo Unified School District

  
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Superintendent

Date: 12/9/20

Coastside Tennis Association

  
\_\_\_\_\_  
Association Treasurer

Date: 11/9/20