

**AGREEMENT FOR DISTRIBUTION OF GRANT FUNDS
FROM THE CALIFORNIA NATURAL RESOURCES AGENCY
FOR THE OCEANSIDE MUSEUM OF ART EXPANSION PROJECT**

THIS AGREEMENT FOR DISTRIBUTION OF GRANT FUNDS, dated April __, 2026 for identification purposes, is made and entered by and between the City of Oceanside, a California municipal corporation, hereinafter designated as “City,” and the Oceanside Museum of Art, Inc., a California non-profit corporation, hereinafter designated as “Museum.”

WHEREAS, the City and the Museum are parties to that certain Amended and Restated Lease Agreement dated December 3, 2025 (“Lease”) with respect to premises owned by the City, including the “Old Fire Station No. 1” located at 714 Pier View Way, Oceanside, California.

WHEREAS, pursuant to the Lease, the Museum intends to renovate Old Fire Station No.1 for its use (the “Project”).

WHEREAS, the Legislature and Governor of the State of California have approved a grant for portions of the Project in the amount of \$3,590,000, to be administered by the California Natural Resources Agency (the “CNRA Grant”).

WHEREAS, the parties understand that the CNRA Grant funds will be disbursed to the City to fund a portion of the Project, in accordance with that certain State of California Natural Resources Agency Grant Agreement (Agreement No. GF2529-0) between the City and the State of California (“Grant Agreement”), a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference.

WHEREAS, the parties intend to set forth herein the terms and conditions pursuant to which the CNRA Grant funds will be distributed to the Museum to fund a portion of the Project, as described in the Grant Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Museum understands and agrees to comply with and be subject to all the Grantee’s requirements, obligations and other terms and conditions of the CNRA Grant as set forth in the Grant Agreement, including but not limited to contract procurement requirements, indemnity obligations, project completion deadlines, progress reporting, and any requirement for matching funds.

2. The Museum agrees to timely submit to the City all documentation and information required under the Grant Agreement and as otherwise may be required by the

City to support each payment request for funds in accordance with the terms and conditions of the CNRA Grant. Payment requests may be submitted no more frequently than once per month.

3. The City will submit payment requests to CNRA after receipt from the Museum of all required supporting documentation and information as set forth in the Grant Agreement. Provided that the Museum has submitted all such supporting information and documentation, the City may advance funds to the Museum prior to receipt of funds from CNRA if necessary for the Museum to meet its contractual obligations to contractors, design professionals and suppliers performing work on the Project. Notwithstanding the foregoing, the amount of any such single advance shall not exceed \$1,000,000.

4. Nothing in this Agreement shall be construed to modify or alter the Parties' rights and obligations under the Lease. The Museum's compliance with the terms of the Grant Agreement shall be in addition to the Museum's obligations and requirements under Sections 8 and 9 of the Lease with respect to the Project.

SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Museum and the City.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the dates set forth below.

OCEANSIDE MUSEUM OF ART, INC.

CITY OF OCEANSIDE

By: 

By: _____

Name/Title
Executive Director

City Manager

Date: 4/21/26

Date: _____

By: _____

Name/Title

APPROVED AS TO FORM:

Date: _____

33-0653905

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF MUSEUM'S SIGNATURE(S) MUST BE ATTACHED.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On April 21, 2020 before me, Stephanie Rojas, Notary Public,
(here insert name and title of the officer)

personally appeared Maria A. Mingalone

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)
- _____