

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF SAN MATEO AND THE FRIENDS OF HUDDART AND WUNDERLICH PARKS REGARDING RESTORATION AND OPERATION OF FOLGER STABLE BUILDING

This Memorandum of Understanding (“MOU”) is entered into effective _____, 2006 by and between the County of San Mateo, a political subdivision of the State of California (“COUNTY”) and the Friends of Huddart and Wunderlich Parks, a tax exempt nonprofit organization under section 501(c)3 (“FRIENDS”).

RECITALS

WHEREAS, the Folger Estate Stable has been designated the Folger Estate Stable Historic District and has been placed on the National Register of Historic Places and listed in the California Register of Historical Resources.

WHEREAS, County and Friends have formed a Folger Estate Task Force, made up of representatives from the FRIENDS and various County departments; the purpose of which is to oversee the completion of the restoration of the Folger Estate Stable, an historically unique part of San Mateo County, and provide support for ongoing educational programs, equestrian activities and maintenance at the facility, through the cooperation of various San Mateo County departments, the Friends’ Folger Estate Stable Committee and the Friends Board, as memorialized in this Memorandum of Understanding.

WHEREAS, Friends have agreed to provide fundraising efforts to raise funds to cover the costs of restoring the main stable building and related infrastructure (“Stable Building” or “restoration project”), as well as a plan for ongoing maintenance, operation and management of programs and services to be provided at the Folger Stable.

WHEREAS, County supports this effort by the Friends to restore and participate in long term operation and management of the Stable Building as evidenced by the letter to Friends approved by the San Mateo County Board of Supervisors on December 14, 2004, and the anticipated County contributions described herein.

WHEREAS, County and Friends wish to document and memorialize their mutual intent to cooperatively work to oversee completion of the Folger Stable Restoration and implementation of ongoing public and equestrian programs at the Stable Building.

WHEREAS, County is developing a Master Plan for Wunderlich Park and the Folger Stable facility which will provide for such restoration and programming.

WHEREAS, the parties acknowledge that without the provision of funding by Friends, the restoration project could not be undertaken and that further deterioration of the Folger Stable is inevitable and would be a loss to the residents of the County.

NOW THEREFORE, COUNTY and FRIENDS hereby agree as follows:

TERMS

I. PURPOSE AND INTENT OF MOU; GOALS TO BE ACHIEVED.

The purpose of this MOU is to state the intent of the parties to work cooperatively in a public/private partnership to achieve the following goals: (1) restoration and maintenance of the main stable building and related infrastructure ("Stable Building"). This MOU will address only the restoration of the main Stable Building. Although the parties intend to also work cooperatively to address other specific surrounding support structures including but not limited to the arena, paddocks and drainage system, such other support structures are not the subject of this MOU. This MOU may be later amended by the parties to include such other support structures, (2) development and

implementation of a plan for ongoing maintenance and operation of the Stable Building and (3) development and implementation of ongoing programs such as promotion and development of equestrian, historical and architectural educational programming for children and adults, public horse boarding, and special events.

II. FOLGER ESTATE TASK FORCE; RELATIONSHIP OF THE PARTIES.

The Folger Estate Task Force shall be made up of an equal number of Friends' representatives (nominated by the Friends) and County representatives (nominated by the County) and shall be convened and chaired by a County representative. This Task Force shall provide advisory policy guidance and oversight for the restoration project and for ongoing maintenance and operation of the Stable project. The Task Force shall be the forum which Friends and County will work on proposals for the improvement and use of the Stable Building regarding all aspects of the project, including but not limited to those specified in Paragraph III of this MOU. The Task Force may form subcommittees of County and Friends' representatives to oversee designated aspects of the project. Prior to any item being taken to the Parks and Recreation Commission or the Board of Supervisors for approval, the Task Force must approve that item by having a County representative (nominated by the County for that purpose) and a Friends representative (nominated by the Friends for that purpose) reach consensus on such item.

III. ARCHITECTURAL SERVICES -- PLANS AND SPECIFICATIONS.

- A. Upon execution of this MOU, Friends may contract for and obtain a set of detailed construction project plans and specifications for the Folger Stable Restoration project, at Friends' sole expense. These plans and specifications must conform to all applicable federal, state and county

laws, regulations, policies and plans in order to be incorporated into the bid documents and used for the restoration project. The Friends will bring the Plans and Specifications to the Task Force to obtain input into its development of the plans and specifications, including the preliminary project design and scope of work.

- B. It is agreed by the parties that Friends will donate a copy of these plans and specifications to County for use in the restoration project. If accepted by the San Mateo County Board of Supervisors, these plans and specifications will be incorporated into County bid documents for the project, along with the County's standard construction contract documents. County shall in no way become responsible for payment of any funds for these plans and specifications whether or not the plans and specifications are accepted by the County and whether or not the restoration project is ever initiated or completed.

IV. RESTORATION PLAN AND FINANCING.

The parties agree that prior to completing the development of construction plans and specifications, the following steps should be completed:

(1) A specific scope of work of the physical improvements to be completed consistent with the draft Huddart and Wunderlich Parks Master Plan, and the Folger Stable Restoration Plan developed by Friends with cooperation from the County and accepted by the Task Force.

(2) A restoration plan developed and accepted by the Task Force to describe the details of management of the construction project for the restoration of the Stable

Building. The restoration plan must include a specific budget and financing plan developed by Friends and accepted by the Task Force. Such plan must include an updated restoration project estimate consisting of the estimated costs of restoration of the Stable Building, and a detailed plan for financing the restoration of the Stable Building . The County will assist in providing the information needed to complete this plan. Such plan shall include detailed proposals for financing of the construction phase, including but not limited to responsibility for cost overruns, and timing of receipt of funds by County.

V. RESTORATION PROJECT; COUNTY CONTRIBUTIONS.

A. It is agreed by the parties that at the time Friends offer to donate the completed plans and specifications to County through its Board of Supervisors, they will provide the restoration and financing plans provided for in paragraph IV.

B. It is intended by the parties that the County will manage the construction phase of the Stable Building as a County public works project and that the amount of funds raised by the Friends will define the ultimate scope of the project to be built. The Friends shall be entitled to accept in kind donations of goods and services for use in the restoration of the Stable Building, as agreed by the parties prior to completion of the construction plans and documents. Friends will also donate funds to fully cover construction administration services by the design architect who prepared the plans and specifications and County public works to assist the County in construction administration and management throughout the project. It is anticipated that if the plans and specifications and items listed in Section IV are accepted by the County, the restoration project will be advertised by the County for bid as a public work and, if bids

are within the approved engineer's estimate (construction budget), awarded by the County to the lowest responsible bidder. If the bids received are higher than anticipated, the parties will meet through the Task Force to decide whether to raise additional funds, revise the design and/or construction plan, or abandon the project. If the parties fail to reach consensus on the appropriate course of action, the project will be abandoned and this MOU will terminate. It is understood that, should funds sufficient to cover the estimated cost of construction of the Stable Building not be available and placed in a County trust account, prior to advertising for bids for construction, the Project will not be advertised for bids until adequate funds are available. Notwithstanding anything to the contrary, in the event that the Friends have made one or more partial payment(s) to the County and the parties agree that the project will not proceed, one hundred percent (100%) of the funds transferred by the Friends to the County (plus all interest actually earned thereof) shall be returned to the Friends, minus any expenditures which have already been made by County.

C. County agrees to contribute the following specific in-kind services to the restoration project, all except Item 6 to be completed by the time the full restoration project for the Stable Building is completed, unless otherwise agreed by the parties.

1. The County will secure, process and provide all permits necessary to complete the restoration of the Stable Building.

2. County will complete all environmental assessment as required to complete restoration of the Stable Building.

3. The County will complete a ground drainage plan for the Stable Building, as well as implementation of such drainage plan.

4. The County will be responsible for the regrading of the existing paddock areas.

5. The County will be responsible for all paving, maintenance and repair of the entrance road and parking lot.

6. The County will be responsible for payment of all utility costs including electricity and water.

VI. COUNTY OWNERSHIP.

It is specifically understood by the parties that all lands, structures, buildings and fixtures shall remain the property of the County of San Mateo. Friends shall gain no property rights in the Stables or any part thereof by virtue of this MOU, or by their participation in this restoration project including donated funds, except as specifically and expressly conferred by any Lease or Operating Agreement between the parties.

VII. USE OF DONATED FUNDS SOLELY FOR RESTORATION PROJECT.

Prior to advertising for bids for the construction project Friends shall place all donated funds for the Stable Building in a trust account established by the County for the purposes of making progress payments to the Contractor and timely paying all other invoices and costs associated with the Stable Building Restoration Project. All donated funds for the Stable Building restoration project shall be used solely for the restoration project according to the agreed upon plans and specifications, this MOU and any other written agreements between the parties and any extra amount (other than amounts explicitly earmarked for maintenance) shall be returned to the Friends following the completion of construction of the Stable Building. Any interest earned in such an

account will only be applied to meeting the cost of construction and reducing the amount to be transferred from pledges.

VIII. MAINTENANCE AND OPERATION OF THE RESTORED STABLE BUILDING.

A. The parties intend that after the restoration is complete, maintenance of the Stables will be a shared responsibility, as detailed in the agreed upon operation and maintenance plan, with Friends having certain designated responsibilities including funding of a long term operating and maintenance endowment for operating and major maintenance expenses, and the future operator/managing entity (whether Friends or designee approved by County), having certain maintenance responsibilities to be paid out of operating revenues or donations. The County will have maintenance responsibilities comparable to that already performed at the Park and Stables. In addition, the County will be responsible for all roadway and parking lot maintenance, and paying the electricity and water.

B. A fully executed Lease or Operating Agreement, including specific provisions regarding operation and maintenance responsibilities must be in place prior to the project being advertised for bids, to become effective upon completion of the restoration project. The parties to the Lease or Operating Agreement shall be the County and the Friends or its designee, as approved by County.

IX. PROGRAMS TO BE OFFERED AT FOLGER STABLE.

A. It is the intent of the parties that program plans will be approved by the Task Force and included in the Lease or Operating Agreement as described in paragraph X, that will integrate horse boarding and other equestrian uses and public educational

programs at the Stables and which will provide for financial support from some combination of horse boarding fees, concessions, user fees and nonprofit fundraising efforts. The parties recognize that because the Stables are part of a public park, all proposed uses, activities and programs must be consistent with and integrated into the public use of the park, and must be consistent with County ordinances, policies, best management practices for horse stables and the County's master plan for the park, except as otherwise approved by the Board of Supervisors. As such all programs, operations, improvements, contracts, concessions or fees approved by the Task Force must be further approved by the County Board of Supervisors prior to implementation and as part of a written lease or other agreement. It is anticipated that operation and management of the Stables and programming will be performed by a nonprofit organization such as Friends or its approved designee, through a lease or other mechanism as agreed by the parties. Programs to be implemented are anticipated to include horse boarding, equestrian uses, children's and adult educational programs related to the architectural and historical significance of the Stable, and historical and architectural tours and demonstrations including the use of carriages on loan from the San Mateo County Historical Association.

B. The parties agree to explore the possibility of a mechanism to allow for all revenues produced by user fees, concessions, boarding fees or other revenues produced by the programs or operations at the Stables to be earmarked and used solely to maintain, operate, administer or manage the Stables and its programming or as additions to an endowment to support the Stable in the future. The specifics of this proposal will be detailed in the budget and funding plan prepared pursuant to paragraph IV of this MOU.

X. DONOR RECOGNITION.

The parties agree that there will be offered to potential donors certain donor recognition opportunities to be determined by the Task Force and approved by the County Board of Supervisors. Such donor recognition may include but not necessarily be limited to such methods as donor books, website recognition, letters of thanks, recognition at events, and donor plaques or boards. By approval of this MOU, the County Board of Supervisors specifically approves the concept of the use of plaques and boards as a form of donor recognition at the Folger Stables, subject to written approval by the County Director of Parks and Recreation of the details of the location and design of specific plaque or board proposals. Notwithstanding the forgoing, those donor recognitions attached to this MOU as Exhibit A are hereby approved by the County. Any other donor recognition opportunities offered or implemented which are in any manner inconsistent with County policies or guidelines must be specifically and separately approved by the County Board of Supervisors prior to any such implementation. No donor recognition will be offered that would significantly detract from or impair the historical value or aesthetics of the Stable Building, as restored.

XI. ACCESS BY FRIENDS TO PARK AREA.

For the purpose of conducting activities pursuant to this MOU, Friends shall be granted access to park grounds and facilities under direction of the County Director of Parks and Recreation. As with other park volunteers, the County Parks and Recreation Director will oversee the implementation of all such activities in accordance with this agreement and all County regulations, policies and procedures.

GENERAL PROVISIONS

XII. TERM OF MOU.

This Memorandum of Understanding will become effective as of execution by the parties and will terminate upon full completion of the restoration project, and execution of a Lease or Operating Agreement between the parties, unless earlier terminated by the parties or by either party as set forth herein. Immediately following any termination hereof, all unspent funds will be returned to the Friends in accordance with Section XIII.

XIII. TERMINATION.

Either party may immediately terminate this MOU by providing thirty (30) days written notice to the other party except that this MOU may not be so terminated after a construction contract for the restoration of the Stable Building is awarded by County. County shall not be required to reimburse Friends for any donated plans and specifications or any expended donated funds if the MOU is terminated by either party. Notwithstanding the foregoing, if County expends the funds donated hereunder in any manner that is not provided by this MOU or has not otherwise been agreed to in writing by the Friends, then County shall reimburse Friends for that amount. This provision shall survive such termination of the MOU by either party.

XIV. ASSIGNMENT/THIRD PARTY BENEFICIARIES.

No party shall assign any right, claim or interest it may have under this Agreement nor are there any intended third party beneficiaries to this Agreement. Notwithstanding the foregoing, the parties agree that the Friends may assign this Agreement to another organization that has been approved in advance by the Task Force and Board of Supervisors.

XV. AMENDMENTS.

This MOU may be amended only by written agreement of the parties. The parties agree that this MOU represents the entire agreement of the parties with respect to the

subject matter hereof and supercedes all prior drafts or oral discussions regarding the subject matter hereof.

XVI. NOTICES.

Any notices under this MOU shall be sent directly to the following for each party:

Friends of Huddart and Wunderlich
P.O. Box 620767
Woodside CA 94062

County of San Mateo
Attn: Director of Parks and Recreation
455 County Center, 4th Floor
Redwood City CA 94063

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

BY:

President, Board of Supervisors

Date:

ATTEST:

By: _____
Clerk of the Board of Supervisors

FRIENDS OF HUDDART AND WUNDERLICH

PARKS

BY: _____

Date: _____

Exhibit A

Proposed Donor Recognition for the Folger Estate Stable Restoration

A Task Force has been appointed by the County with representation from County leadership, Parks and Recreation Division, and the Friends of Huddart and Wunderlich Parks to oversee this project and make all necessary decisions pertaining to donor recognition.

The following recognitions are offered to donors to this project:

Main Donor Wall Plaque

An attractive, well-designed, and permanent “donor wall” plaque containing donor names, gift categories and corresponding sponsored spaces will be located on the highly visible wall near the Carriage Room of the Stable. Corporate, organizational or memorial gifts will be recognized according to the same guidelines as other donors. Donor names will be used in association with their sponsored space in all publications, invitations and other printed materials when appropriate.

Donor Recognition Opportunities

- Carriage Room: interpretive and carriage display center \$1 million
- Permanent Dedication of annual signature event, “Stepping through the Gates of Time” 500,000
- Permanent Dedication of Children’s Equestrian Programming 500,000
- Tack Rooms (2) 250,000
each
- Outdoor Riding and Event Arena 250,000
- Stable Office 200,000
- Horse Stalls in Main Stable Building (15) 100,000
each

All donors of \$5,000 and above will be included on the Main Plaque under the heading ‘Folger Stable Restoration.’ Named bricks and/or sponsor wall will be made available to donors of amounts between \$1,000 and \$4,999 up to \$5,000.

For all donors, the following recognitions will be provided:

- Permanent web site listing as a donor to this restoration effort on both the County website as well as the Friends of Huddart and Wunderlich Parks website
- Written “thank you” letters from the campaign leadership, as well as Parks leadership and county leadership to an extent agreed upon by the Joint Task Force
- Listing in Campaign Book, to be kept on permanent display in the manager’s office and available for public inspection during all operating hours

