

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

This Amended Memorandum of Understanding (“MOU”) is entered into effective \_\_\_\_\_, 2008 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 renovation 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 fully cover the costs of renovating the main stable building and related infrastructure (“Stable Building” or “renovation project”), as a donation to the County, 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 Renovation and implementation of ongoing public and equestrian programs at the Stable Building.

**WHEREAS**, County has developed a Master Plan for Wunderlich Park and the Folger Stable facility which will provide for such renovation and programming.

**WHEREAS**, the parties acknowledge that without the provision of funding by Friends, the renovation 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.

**WHEREAS**, on February 28, 2006, FRIENDS and COUNTY entered into a Memorandum of Understanding, which the parties now desire to replace with this Amended Memorandum of Understanding in order to allow FRIENDS to enter County property and to perform the renovation work, and to make other minor changes for the purposes of clarification.

**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) renovation and maintenance of the main stable building and related infrastructure ("Stable Building"). This MOU will address only the renovation 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. Additional County or Friends' representatives may attend and participate in meetings of the Task Force. This Task Force shall provide advisory policy guidance and oversight for the renovation 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 Renovation 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 used for the renovation 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 renovation project.
- C. Upon acceptance by County of the plans and specifications and upon execution by the parties of a Possession and Use Agreement approved and executed by COUNTY and FRIENDS, the Friends will take responsibility for the construction and funding of the renovation of the Stable Building

as agreed to between the County and Friends. County shall in no way become responsible for payment of any funds for these plans and specifications, or completion of the Stable Building renovation.

**IV. RESTORATION PLAN AND FINANCING.**

The parties agree that prior to acceptance of the development of construction plans and specifications by County or initiation of construction, the following steps must be completed:

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

(2) A renovation 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 renovation plan must include a specific budget and financing plan developed by Friends and accepted by the Task Force. Such plan must include an updated renovation project estimate consisting of the estimated costs of renovation of the Stable Building, and a detailed plan for financing the renovation 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 documentation by FRIENDS of adequate funds to complete the renovation as designed, including a 10% contingency for cost overruns.

(3) Except as otherwise specifically provided herein or in that Possession and Use Agreement entered into between the parties, Friends will be solely responsible for all

costs of the renovation, including any cost overruns, contractor claims, contractor or supplier liens, and any other cost of completion of the renovation, whether or not anticipated by the parties up to the total amount of funds held by FRIENDS in its account for the Folger Stable Restoration (including the 10% contingency).

**V. RESTORATION PROJECT:**

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

B. It is agreed by the parties that the Friends will manage the construction phase of the Stable Building through a Possession and Use Agreement approved by the County and Friends, 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 renovation 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. If the cost estimate to complete the renovation of the Stable Building is higher than anticipated at any time, the parties will meet through the Task Force to decide whether to revise the design and/or construction plan or scale back the project.

C. County agrees to contribute the following specific in-kind services to the renovation project, all except Item 6 to be completed by the time the full renovation 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 renovation of the Stable Building.

2. County will complete all environmental assessment as required to complete renovation 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 grading 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.

7. The County will be responsible for ensuring that there is adequate water pressure for health, safety and fire protection purposes.

**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 renovation project including donated funds, except as specifically and expressly conferred by any Lease or Operating Agreement between the parties.

**VII. DOCUMENTATION OF SUFFICIENT FUNDS PRIOR TO CONSTRUCTION.**

Prior to initiating the construction project Friends shall provide written documentation satisfactory to the County of all available donated funds for the Stable

Building, including a specific breakdown of funds in hand, pledges for funds not yet received and date pledges will become due and payable, pledges for funds not yet received shall not total more than 10% of the total estimated costs of completion (including a 10% contingency amount.)

**VIII. MAINTENANCE AND OPERATION OF THE RESTORED STABLE BUILDING.**

A. The parties intend that after the renovation is complete, maintenance of the Stables will be a shared responsibility, as detailed in the agreed upon maintenance plan, with Friends having certain designated responsibilities including funding of a long term maintenance endowment for major maintenance expenses (excluding annual operating costs), 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 for 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 completion of the renovation of the Stable. 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 Lease and Operation Agreement prepared pursuant to paragraph VIII B. 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 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 renovated.

**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. As with other park volunteers, the County Parks 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 renovation 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 construction has begun on the renovation of the Stable Building. County shall not be required to reimburse Friends for any donated plans and specifications or any expended or encumbered 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 forgoing, 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 supersedes all prior drafts or oral discussions regarding the

subject matter hereof. This Amended Memorandum of Understanding shall replace in its entirety the prior Memorandum of Understanding entered into by the parties on or about February 28, 2006.

**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

Copy to

Attn. Daniel Yost  
1040 Marsh Road  
Menlo Park, CA 94025

County of San Mateo  
Attn: Director of Parks  
455 County Center, 4<sup>th</sup> 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: \_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

FRIENDS OF HUDDART AND WUNDERLICH PARKS

By: Jill a Daly  
Jill Daly, Co-President of the Board

Date: 10/2/08

By: Suzanne Muller  
Suzanne Muller, Co-President of the  
Board

Date: 10/2/08

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 Department, 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 Renovation.’ 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 renovation 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