

Memorandum of Understanding

between
County of Santa Barbara
and the
Santa Barbara Courthouse Legacy Foundation

THIS MEMORANDUM OF UNDERSTANDING, (hereafter, "MOU") is entered into this 16th day of June 2015 by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter, "County") and the Santa Barbara Courthouse Legacy Foundation, a California non-profit public benefit corporation (hereafter, "CLF"). The County and CLF may be referred to collectively herein as the "Parties".

WHEREAS, the Parties wish to set forth their respective roles and responsibilities, including their financial relationship relative to physical improvement projects for the Historic Santa Barbara Courthouse (hereafter, "Courthouse") located on City of Santa Barbara block 123 at 1100 Anacapa Street; and

WHEREAS, the Courthouse is a County-owned facility, the primary function of which is to provide superior court space, public document recording space, other County department space, and public space for community events; and

WHEREAS, the Courthouse was constructed between 1926 and 1929, designated a Santa Barbara City Landmark in 1981, a California State Historic Landmark in 2003 and a National Historic Landmark in 2005; and

WHEREAS, the Parties recognize that the standard of care for a National Historic Landmark such as the Courthouse requires additional resources, a higher degree of attention and tighter control over how improvements are made; and

WHEREAS, the County is responsible for maintaining the Courthouse but has limited funds for maintenance of County facility inventories and must allocate available money on a priority basis county-wide with life-safety issues receiving the highest priority and therefore funds are not always available to maintain facilities to such higher standard; and

WHEREAS, CLF was created as a non-profit public benefit corporation [501(c)(3)] for the purpose of enhancing public awareness of conservation needs at the Courthouse which will result in the raising of conservation funds to execute restoration, preservation and documentation projects at the Courthouse; and

WHEREAS, for CLF fundraising to be successful, the types, scale, responsibility and management of conservation projects must be clearly defined.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the Parties, hereby, agree as follows:

1. **County Responsibility for Maintenance of the Courthouse**: County will, subject to appropriation, continue to maintain and operate the Courthouse as a public facility

consistent with the manner in which it has maintained and operated the facility in the past. Such maintenance generally includes all necessary activities so that the building functions safely, in accordance with all applicable laws, and in a manner which facilitates the intended use of the building by its tenants. CLF is under no obligation to commit funds to such regular maintenance and operation activities.

2. **County Responsibility for Interior Remodel Projects:** County will, subject to appropriation, continue to conduct interior remodels to provide safe, functional, efficient space in accordance with all applicable laws for the facility occupants consistent with the manner in which remodeling of the interior has been performed in the past. When work is proposed that will affect an identified interior space and has the potential to impact a historic resource, County will seek the recommendation of the Courthouse Conservation Advisory Board prior to executing proposed work. CLF is under no obligation to commit funds to such interior remodel projects.
3. **CLF-Funded Projects:** CLF's mission is to fund conservation, preservation and restoration projects at the Courthouse. The CLF Board of Trustees is responsible for developing a prioritized list of projects for CLF that CLF desires to fund over a five-year period. The five-year Conservation Plan will be updated periodically or at a minimum, once every five years, by the CLF Board of Trustees in consultation with Courthouse stakeholders, who have been agreed upon by the Parties. The updated document will also be presented to the Board of Supervisors for its review and approval. The County is under no obligation, but may contribute financially to projects in the CLF five-year Conservation Plan.

If the County expresses a desire to undertake a project identified in a CLF Conservation Plan, CLF will transfer the required amount of funds to the County to complete the desired project as agreed to by the Parties. If the amount of any individual transfer is over \$10,000, it must be officially accepted by the Board of Supervisors in accordance with the County Donation Acceptance Policy.

Work on a publicly owned building is required to comply with the California Public Contract Code. County General Services Department has the expertise to manage public improvement projects and will be the lead agency in projects at the Courthouse.

For some projects, --such as specialized conservation projects that do not directly affect the building, or any of its life-safety systems-- CLF may manage the project after receiving authorization and permission from the County Board of Supervisors. Examples of specialized conservation projects include restoration of murals, statues, and lamps. Conservation projects will be performed through an access license that will set forth the nature of the conservation work, who will be performing the work, and provisions that insure the safety of the general public, staff and CLF contractors. The access license will include the County's standard indemnity and insurance requirements and will be reviewed by County Counsel and Risk Management.

4. **Projects Funded by the CLF and the County jointly:** For certain County improvement projects, there may be a component of conservation, preservation or restoration that fits the mission of CLF. The Parties may choose to collaborate on projects where County is undertaking a work of general maintenance, interior remodel or some other type of general work that it deems appropriate to undertake. Where there are contributing historic resources involved in these types of projects, CLF may choose to contribute resources to the project based upon the projects identified in the CLF five-year Conservation Plan.

5. **Conflict of Interest Statement:** Contractors or other professionals who wish to participate in Courthouse conservation, preservation, or restoration projects may contribute services directly to the County or CLF free-of-charge. They must be approved in advance by the County and CLF and have appropriate indemnity and insurance that is reviewed by Risk Management. However, individuals or entities who give money to CLF will not be eligible for paid contracts offered by the County for such projects in accordance with the Donor Influence statement contained in the County Donation Acceptance Policy.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

By: Matthew Pouts
Department Head

CONTRACTOR:

Courthouse Legacy Foundation

By: William Mahan
Authorized Representative

Name: WILLIAM MAHAN

Title: PRES.

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: [Signature]
Deputy

APPROVED AS TO FORM:

Risk Management

By: [Signature]
Risk Management