

Memorandum of Understanding

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

THIS MEMORANDUM OF UNDERSTANDING, (hereafter, MOU,) is made by and between the County of Santa Barbara, a Public Agency (hereafter, County) and the Santa Barbara Courthouse Legacy Foundation (hereafter, CLF) wherein the parties agree to the roles, responsibilities and financial relationship of the two entities relative to physical improvement projects to the Historic Santa Barbara Courthouse (hereafter Courthouse) located on City of Santa Barbara block 123 at 1100 Anacapa Street.

WHEREAS, the Courthouse is a County-owned facility which primary function is providing 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, County and CLF recognize that the standard of care for a National Historic Landmark requires additional resources, higher degree of attention and tighter control over how improvements are made to the Courthouse, and

WHEREAS, the County has the obligation to maintain 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, County and CLF agree that the entire exterior of the Courthouse, including its grounds are important components of the properties contributing historic character and that certain interior spaces hold more importance as contributing resources than others. Further County and CLF agree that these resources require more attention and care than the other facilities under County's care and that the benchmark of importance is the National Historic Landmark application (referenced as if fully set forth herein). The description of the Courthouse is set forth as Attachment A to this Memorandum of Understanding; and

WHEREAS, CLF was created as a Public Benefit California 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 Obligation to Maintain the Courthouse:** County will 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 regular maintenance and operation activities as defined herein.
2. **Interior Remodel Projects:** County will 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 its funds to such remodel activities as defined herein.
3. **CLF Funded Projects:** CLF's mission is to fund conservation, preservation and restoration projects at the Courthouse. The CLF Preservation Committee 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 annually by the CLF Preservation Committee in consultation with Courthouse stakeholders. This document will also be presented to the Board of Supervisors for their review and approval. County is under no obligation, but may contribute financially to projects in the CLF five-year Conservation Plan.

Typically, CLF will transfer the required amount of funds to the County to perform the desired project identified in the Conservation Plan. 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 State 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 will manage the project after receiving authorization and permission from the County Board of Supervisors. 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.

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. County and CLF 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. 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 agreement to be effective upon the execution of the latter party.

Naomi Schwartz, President
Santa Barbara Courthouse Legacy Foundation

Date

Date _____

Attest:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Joni Gray,
Chair, Board of Supervisors

By: _____
Deputy

Reviewed as to form:

Shane Stark, County Counsel
County of Santa Barbara

Date

Bob Geis, Auditor-Controller
County of Santa Barbara

Date

21 March 2006 (v7)