

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND THE
MONTECITO COMMUNITY FOUNDATION AND THE MANNING PARK YOUTH
CENTER RENOVATION PROJECT FUNDRAISING COMMITTEE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter “COUNTY”) and the MONTECITO COMMUNITY FOUNDATION, a non-profit corporation, (hereinafter “FOUNDATION”) and the MANNING PARK YOUTH CENTER RENOVATION PROJECT FUNDRAISING COMMITTEE (hereinafter “FUNDRAISING COMMITTEE”) for purposes of constructing improvements to the Manning Park Youth Center (hereinafter “CENTER”).

WHEREAS, COUNTY is the owner of the CENTER located on the COUNTY’s real property, identified as Assessor Parcel Number 009-060-051, and commonly known as Manning Park (hereinafter “Property”); and

WHEREAS, the CENTER was constructed in the early 1900’s and served as a carriage house for the Manning Estate, which Estate was dedicated to the County in 1935 for park purposes; and

WHEREAS, the CENTER has traditionally served to support youth activities; and

WHEREAS, the COUNTY occupies the first floor space within the CENTER; and

WHEREAS, the COUNTY has designated the second and third floor space within the CENTER for youth programs provided by community not-for-profit organizations for the purpose of conducting educational or recreational activities for youth such as meetings, training sessions, day camps, and other related activities; and

WHEREAS, the COUNTY through a cooperative effort with the FOUNDATION and FUNDRAISING COMMITTEE has renovated the CENTER to address deterioration from age and seismic structural deficiencies including structural strengthening of the foundation, new roofing, new siding, new main entry stairway, structural reinforcement of building frame, installation of secondary emergency exit stairway, and various interior improvements (hereinafter “Project”); and

WHEREAS, the COUNTY has expended and/or committed \$285,000 to complete the Project; and

WHEREAS, the FOUNDATION is currently holding donated funds raised by the FUNDRAISING COMMITTEE in the amount of at least \$150,000 and has the potential for making additional funds available for the Project; and

WHEREAS, the FOUNDATION intends to transfer donated funds to the COUNTY for reimbursement of a portion of the construction expenses related to the Project; and

WHEREAS, the COUNTY desires to support youth activities upon completion of the Project; and

WHEREAS, the COUNTY customarily charges a user fee to reserve park facilities;

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

1. It is understood by the parties that the FOUNDATION is holding in trust monies raised by the FUNDRAISING COMMITTEE to be contributed to the Project, in the amount of at least \$150,000. FOUNDATION shall disburse the funds upon the COUNTY'S notifying the FOUNDATION that the project is complete and upon COUNTY providing associated back-up invoices of costs. As additional funds become available for release, FOUNDATION will disburse those to the COUNTY.
2. COUNTY hereby designates the second and third floor space within the CENTER for youth programs provided by community not-for-profit organizations whose primary purpose and mission is providing educational or recreational activities for youth such as meetings, training sessions, day camps, and other related activities ("youth activities").
3. COUNTY agrees that, upon receipt of the entire amount of donated funds, it will:
 - A. Apply the donated funds to reimburse COUNTY'S costs of construction; and
 - B. Apply the reimbursed COUNTY funds to eliminate the necessity of establishing a reservation fee for use of the second and third floor space; and
 - C. Allow use of the second and third floor space on a no-fee basis for twenty-five years from the date of execution of this MOU unless no youth activities take place at the CENTER for six consecutive months when it is available and habitable.
4. In recognition of the significant contribution by donors to the Project, COUNTY will erect a donor recognition sign on the Project premises.
5. The attached COUNTY resolution delineating the specifics of the operation of the CENTER by COUNTY is incorporated herein by this reference.
6. This Memorandum of Understanding supersedes the Memorandum of Understanding dated June 28, 2000, among the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective upon its execution by the COUNTY.

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

Montecito Community Foundation

By: _____

By: _____

APPROVED:

Parks Director

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____

"COUNTY"
COUNTY OF SANTA BARBARA

By: _____
Chairperson

Date: _____

"FOUNDATION"
Montecito Community Foundation

By: _____

"FUNDRAISING COMMITTEE"

By: _____

APPROVED AS TO FORM;
ROBERT W. GEIS, C.P.A.
AUDITOR-CONTROLLER

By: _____
Deputy