

**Memorandum of Understanding  
Between Friends of Santa Cruz County Parks and the City of Capitola regarding  
Jade Street Park Universally Accessible Playground Project  
Fundraising Campaign**

This Memorandum of Understanding (“MOU”) is entered into between Friends of Santa Cruz County Parks (DBA County Park Friends), a California 501(c)3 non-profit corporation (“Friends”), and the City of Capitola (“City”), a California municipal corporation, and is effective as of the date fully executed. City and Friends are referred to collectively herein as the “Parties”.

The Soquel Union Elementary School District owns Jade Street Park (“Park”), which is located at 4510 Jade Street in the City of Capitola, California: Assessor’s Parcel Number (“APN”) 34-551-02. The District leases the property to the City, pursuant to a Long Term Use Agreement between City of Capitola and Soquel Union Elementary School District entered on November 22, 2022. The City wishes to raise funds for the **Jade Street Park Universally Accessible Playground Project**, (“Project”), to add necessary upgrades and replace the existing playground built in 1999 and 2007.

The Parties desire to set forth in this MOU that the Jade Street Park Universally Accessible (UA) Playground Project will use “universal design” as outlined by the National Parks and Recreation Association, meaning, “the design of products and environments should make them usable by all people to the greatest extent possible using a distinct set of principles designed to maximize access and everyone’s enjoyment of a space”.

Friends is a party to an existing MOU between Friends and Santa Cruz County Department of Parks, Open Space, and Cultural Services (“County Parks”). One of the functions of Friends is to assist private donors in supporting County Parks-approved or aligned projects targeting countywide park equity goals. Friends, County Parks and City are aligned on increasing and improving accessibility in public spaces in the City of Capitola.

The Parties desire and agree to partner in raising funds for the Project through a fundraising campaign (“Campaign”) on the following terms and conditions:

**1. The City agrees to do the following:**

- Determine the cost of the Project and set the campaign fundraising target at \$1 Million.
- The City will provide a playground plan that:
  - Is designed to allow users of all ages, abilities, backgrounds, and perspectives to explore the power of play while building mental, physical, and social skills within the community.
  - Is holistically designed: the playground as a whole will be UA; individual elements will be designed specifically to accommodate a variety of neuro and physical divergence.
  - Incorporates multiple forms of play that allow for a range of risks and a range of sensory engagement.
  - Considers and addresses the wide range of both neurodivergence and physical mobility of playground users.
  - Is designed with input from the local Capitola community.
  - May include such elements as are generally described in **Exhibit A** attached hereto, and funds raised by the Parties under this MOU shall not be used for any other purpose without the prior written consent of both Parties, except as otherwise be provided in the MOU.
- Provide Friends a list of City’s community contacts for use in Friends’ social media outreach, and also include campaign materials in City communications, including its recreation catalog, its newsletters, and email and social media communications.
- Provide an authorized contact person for the Project. Contact person may be changed from time to time with notice to Friends. Initially, the staff contact person is **Chloé Woodmansee**.
- Provide support to Friends for campaign events. For example, staff and Council members may, upon request, attend fundraising events.
- Accept in-kind donations of project-approved materials to use towards the Project.

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- Provide Project design imagery and information for campaign use in print and digital materials.
- Provide a flexible sponsorship policy and the ability to apply naming signage to appropriate aspects of the play structures and surrounding features (**Exhibit B**).

**2. The Friends agree to do the following:**

- Provide fundraising consultation to the City; consult with City Staff to ensure clarity on Campaign goals and progress.
- Provide an authorized contact person for Project. Contact person may be changed from time to time with notice to City. Until further notice, the Volunteer Community Lead is **Dan Haifley** and Friends Campaign contact is **Tricia Wiltshire**.
- Implement a procedure to annually provide the City verification of personal insurance for employees or volunteers who may use their personal autos for Campaign business with minimum liability limits of \$100,000/\$300,000 for bodily injury and \$50,000 for property damage.
- Upon request from the City, present at and attend events and/or City Council meetings to provide an update on fundraising efforts.
- Prepare and distribute campaign materials.
- Provide information regarding fundraising Campaign and the Project on the Friends website.
- Provide an online Campaign donation portal (link) for donors.
- Prepare and send a thank you letter to each donor, acknowledging each donation.
- Organize and host fundraising events .
- Promote the Project through Friends' existing social media outreach.
- Coordinate donor asks and grant opportunities.
- Provide quarterly accounting to City staff for funds raised.
- Distribute funds to City upon the City's authorization of a contract or purchase order to build the Project. If the City does not authorize a contract or purchase order to build the Project, Friends will return all funds to donors.

**3. Compensation.** In exchange for the promotional and administrative functions set forth above, Friends shall retain 15% of funds raised. The Parties anticipate that this compensation will cover Friends' direct and indirect campaign costs, however in no case shall total funding retained by the Friends exceed 15%.The balance of the funds collected by Friends will be paid to City for the Project.

**4. Term of Campaign.** The term of this Campaign is from the effective date of this MOU, to when fundraising goal is met, or two years after the effective date, whichever is sooner. Parties may mutually agree, in writing, to extend this MOU.

**5. Early Termination.** Either Party may terminate this MOU for any reason with 30 days' notice to the other Party. In the event of termination, Friends shall do a final accounting at the end of the 30-day period and distribute any funds to the City.

**6. No Guarantee of Success/ Return of Collected Donations.** Friends and City each shall make its best efforts to reach the target goal, however, there is no guarantee nor requirement of success by either Party.

In the event that insufficient funds are raised for the Project, or the Project is not completed, or the Campaign is suspended for any reason, City shall inform Friends, and Friends will return each contribution to the donor.

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**7. City’s Authority regarding Use of Funds.** Each party acknowledges that City has final authority over and responsibility for the improvements made with the funds raised pursuant to this MOU, provided, however, that the funds are used for the Project.

**8. Indemnification.** To the fullest extent allowed by law, Friends shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless the City, its officers, directors, officials, agents, employees, and volunteers (collectively, “**Indemnitees**”) from and against any and all claims, losses, or injuries of every kind that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of Friends or anyone acting on their behalf. The Friend’s obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that any damages are caused in whole or in part by the sole passive negligence, active negligence, or willful misconduct of such Indemnitee.

Friends and City indicate agreement with this MOU by their signatures below:

**FRIENDS OF SANTA CRUZ COUNTY PARKS**

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Mariah Roberts, Exec. Dir. Date

**CITY OF CAPITOLA**

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Jamie Goldstein, City Manager Date

## Exhibit A:

The playground will include the following design features, in alignment with “universal design” as outlined by the National Parks and Recreation Association:

- Transparency in design enabling easy overview and navigation of the playground
- Entrance to playground wide enough to pass through with assistant and opening handles are placed within reaching distance
- Easy access to and around all play equipment
- Edges in contrasting textures and colors to aid visually impaired users
- Height of slopes used with consideration for assistive mobility devices, such as wheelchairs
- Accessible seating options along paths, seating and table options at the entrance and near play equipment
- Enough space for assistants and wheelchairs to pass each other, on paths and around play equipment
- Shading
- Accessible seating and table options
- Color contrasts on surfaces to assist guidance, such as:
  - Contrasting colors on surfaces at play transitions or play zone changes
  - Contrasting colors on surfaces around moving play equipment, like rotating or swinging equipment
  - Color schemes with consideration for visual impairments, such as color-blind users
- Signage that aids communication
- Social play areas: things to do together regardless of ability or age
- Solitary play areas, such as play panels or individual rotation pieces
- Quiet areas to withdraw to
- Natural elements, for example plants with a clear scent, to help way-finding and orientation
- Ground-level accessibility and usability
- Play from all sides (360-degree design)
- Transparency and clear design signals
- Spaciousness to support diverse body sizes, abilities and positions.
- Multifunctionality: more ways of use, access, and egress
- Independent use for all, such as elevated activities (ex.: wheelchair accessible/raised play panels and musical instruments) and wheel-on play equipment (ex.: carousels or ramps to relevant elevated play activities)
- Variation in play functions such as solitary and social play in both smaller and bigger groups
- Sensory play variation, such as tactile, visual, auditive
- Thrilling play functions; e.g. speed, height

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Exhibit B

Administrative policy

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