

**Memorandum of Understanding
Between Capitola Cares and the City of Capitola regarding
Additional Elements at the Park at Rispin Mansion
Fundraising Campaign**

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

The City owns the Rispin Mansion site located at 2000 Wharf Road, Capitola, (APN 03537101) and has completed a renovation project on the site to create a public gathering place, named the “Park at Rispin Mansion.” The renovations include modest landscaping, an amphitheater, benches, and chess tables.

Capitola Cares is a 501(c)(3) not-for-profit organization, founded in 2025, with the intent to strengthen Capitola from the inside out — supporting organizations and initiatives that foster community well-being, encourage civic engagement, and build a connected, resilient future for all who live and work in Capitola. Capitola Cares desires the addition of two major elements at the Park at Rispin Mansion, and wants to run a public fundraising campaign to pay for the elements.

The two elements are:

- 1) Eight-pillar arbor, as shown in Exhibit A.**
- 2) Functionality/rehabilitation of the water fountain**

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 a reasonable estimated cost for each element for fundraising purposes.
 - Conduct the public bidding process, as required by law, for the construction of each element.
 - Provide Capitola Cares a list of City’s community contacts for use in Capitola Cares’ 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 Campaign. The contact person may be changed from time to time with notice to Capitola Cares. Initially, the staff contact person is Chloé Woodmansee.
 - Provide support to Capitola Cares for campaign events. For example, Council members may, upon request, attend fundraising events.
 - Accept in-kind donations of project-approved materials to use towards the Project.
 - Provide Project design imagery and information for campaign use in print and digital materials.
 - Provide a **flexible donor recognition policy (Exhibit B)**.
 - Install bronze donor recognition sign and collaborate with Capitola Cares on its location and other details.
 - Facilitate public acknowledgement of Capitola Cares, as directed by City Council.
 - Authorize Capitola Cares to use the name of the Park and illustrations of park features to be funded in its fundraising materials.
 - Enter contracts with contractors and supervise their work. Other than transferring funds to the City, Capitola Cares is not responsible, accountable or liable for the City’s role in completing the work.

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- Comply with all federal, state and local laws.

2. Capitola Cares agrees to do the following:

- Conduct a public fundraising campaign with the target goal of raising an amount equal to the City's estimated construction cost for both Elements 1 and 2, the bronze donor plaque, plus an additional ten percent contingency.
- Campaign funds will be held in a separate Capitola Cares account at West Coast Community Bank.
- Consult with City Staff to ensure clarity on Campaign goals and progress.
- Maintain its own bank accounts, separate from the City, and be responsible for its own accounting, auditing, and tax filings.
- To obtain general liability insurance for public fundraising events organized by Capitola Cares in a reasonable and appropriate amount as determined by the Capitola Cares Board, and to make available documentation of its compliance to the City upon request.
- Provide an authorized contact person for the Campaign. The contact person may be changed from time to time with notice to City. Until further notice, the contact is Gayle Ortiz.
- 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 \$30,000/\$60,000 for bodily injury and \$15,000 for property damage.
- Fund and pay for the donor recognition element (the bronze donor plaque referenced above).
- 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 an online Campaign donation portal (link) for donors.
- Prepare and send a thank-you letter to each donor, acknowledging each donation.
- Coordinate donor asks and grant opportunities.
- Provide quarterly accounting to City staff for funds raised and share information with the City, as reasonably requested.
- Maintain books and records relating to this MOU, in accordance with generally accepted accounting practices consistently applied.
- Five business days prior to the scheduled signing of contracts for each element, Capitola Cares shall transfer funds for that element to the City. These funds will include the contract amount plus a 10% contingency. If the City does not subsequently authorize a contract or purchase order for the Project or the Project does not go forward for any reason, the Campaign funds will be returned to Capitola Cares within five business days and the Parties shall meet and agree about future projects in the Park at Rispin Mansion.

3. In Case of Insufficient or Excess Funds. If collected funds fail to reach the fundraising target, or exceed the fundraising target, including any unused contingency, the parties shall meet and confer on the use of the funds for future projects in the Park at Rispin Mansion. If raised funds exceed the fundraising target, such excess funds shall be directed toward the turf field project (shown in Exhibit C). If the total funds available are not sufficient to complete the turf field project in its entirety, the parties agree to remain open to exploring alternative approaches to closing any funding gap. Such alternatives may include, but are not limited to, a phased installation beginning with the largest section of the turf field nearest the arbor, with remaining sections to be completed as additional funding becomes available. If available funds are determined to be insufficient

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to advance any phase of the turf field project, the parties shall meet and confer to identify and prioritize other Park improvements that can be funded with the available balance.

4. Term of Campaign. The term of this Campaign is from the effective date of this MOU, to when the 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' written notice to the other Party. In the event of termination, Capitola Cares shall do a final accounting at the end of the 30-day period and distribute funds less expenses to the City if a contract or purchase order is in place to build the Project. If no contract or purchase order is in place or the Project does not go forward for any reason, Capitola Cares will maintain the funds for future projects in the Park at Rispin Mansion.

6. 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 indicated two elements..

7. Indemnification. To the fullest extent allowed by law, the Parties shall defend (including reasonable attorneys' fees), indemnify, and hold harmless each other and their respective 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 by the other Party or anyone acting on that Party's behalf.**8. Independent Parties.** Capitola Cares is an independent non-profit organization and not an agent or employee of the City.

9. Entire Agreement. This MOU constitutes the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the Parties with respect to the subject matter hereof, whether oral or written.

10. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the alleged breach hereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute by non-binding mediation. The mediation shall be conducted in Santa Cruz County, California, under the Commercial Mediation Procedures of the American Arbitration Association (AAA) or JAMS.

If the dispute is not resolved through mediation, either party may initiate legal action. The parties agree that the Superior Court of California, County of Santa Cruz, shall have exclusive jurisdiction.

11. Severability. If a court of competent jurisdiction determines that a provision included in this MOU is legally invalid, illegal, or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOU and the balance of this MOU shall be reasonably interpreted to achieve the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this MOU with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.

12. Assignment. Neither Party may assign any rights granted by this MOU without prior written approval of the other Party, whose approval may be granted or withheld in any Party's reasonable discretion.

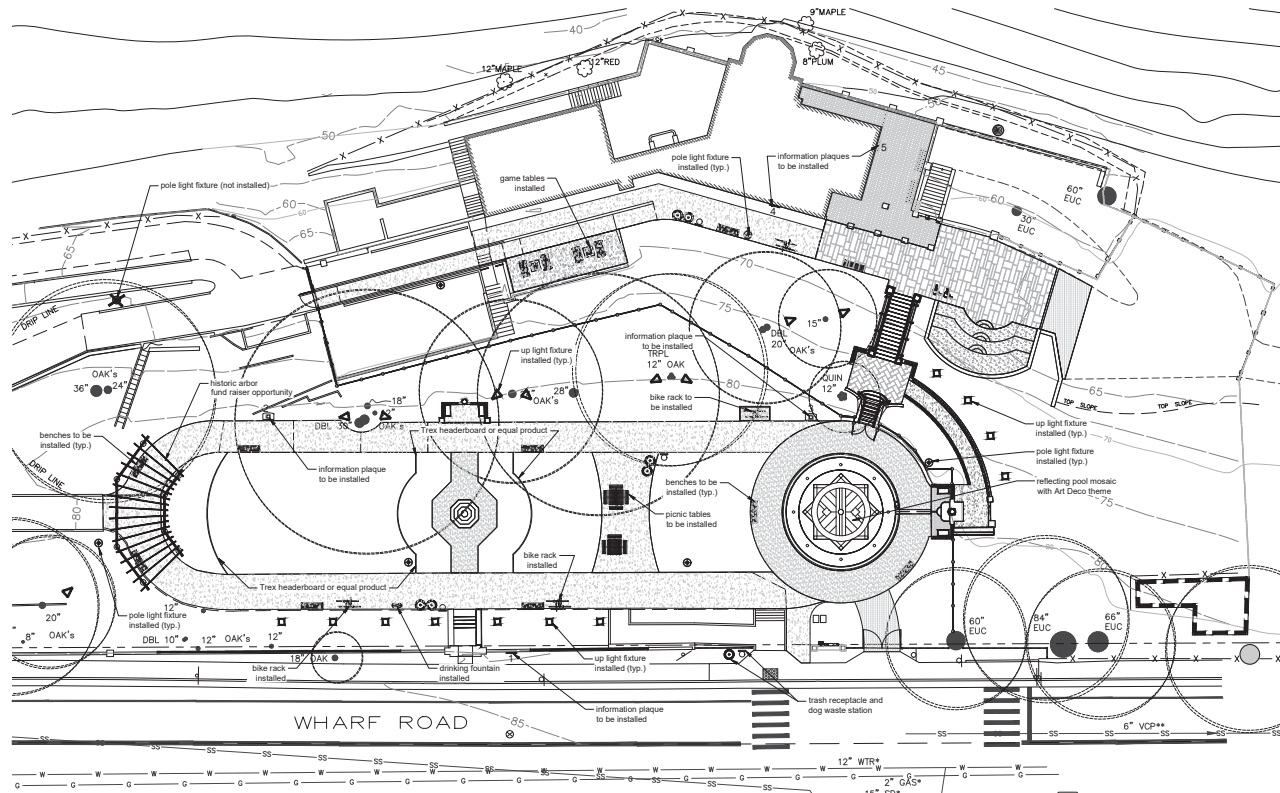
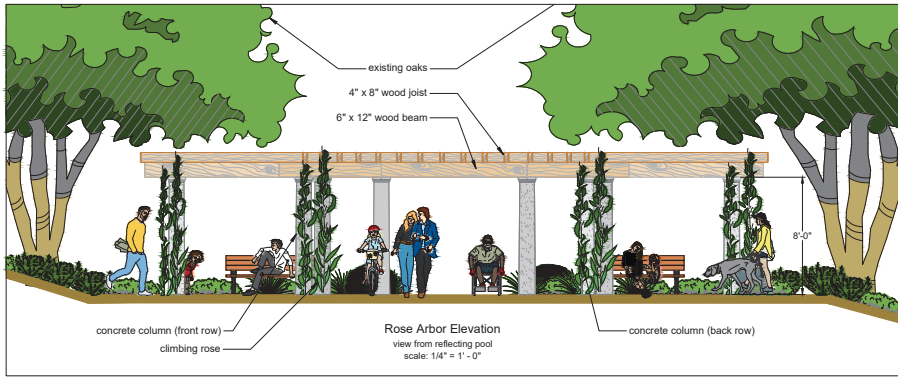
13. Authorization. Each signatory below attests that he or she is duly authorized to execute this MOU on behalf of the Party he or she represents.

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Exhibit A - Arbor Plans



Michael Arnone + Associates
LANDSCAPE ARCHITECTURE
rknown1@hotmail.com 831.419.3154

THE PARK AT RISPIN MANSION
Wharf Road and Clares Street
Capitola, California

REVISIONS

HARDSCAPE

JOB NO. 201503
SCALE AS NOTED
DRAWN MA SHEET
DATE 2.12.2026

L-2.0



ADMINISTRATIVE POLICY

Number: V-22

Issued:

Jurisdiction: City Council

**ADDITIONAL ELEMENTS AT PARK AT RISPIN MANSION
DONOR RECOGNITION**

I. PURPOSE/POLICY

To establish a policy and procedure for donor recognition at the Park at Rispin Mansion. Sponsorship opportunities provide resources to meet strategic fundraising objectives. This policy establishes the procedure by which the City will recognize donors, consistent with the schedule included below.

If within 10 years of installation, the park is upgraded or modified then the donor recognition will be carried forward in a similar capacity, as determined by the City in consultation with Major Sponsors, as feasible.

If within 10 years of installation, the park is closed, deconstructed, destroyed, severely damaged or undergoes an end-of-life renovation, then the donor recognition will cease.

III. PROCESS

Donor Recognition & Sponsorship Opportunities

| Space | Required Donation |
|--|---|
| Donor Recognition Sign <i>(larger donations will be indicated with larger font and other formatting on the sign; Major Donors may be indicated as such)</i> | All donations of \$1,000 or more, unless the donor requests anonymity |

Fundraising & Donor Recognition: Capitola Cares shall coordinate the fundraising campaign and donor recognition effort. Capitola Cares shall determine donation amounts required for Major Sponsorship Opportunities and other components.

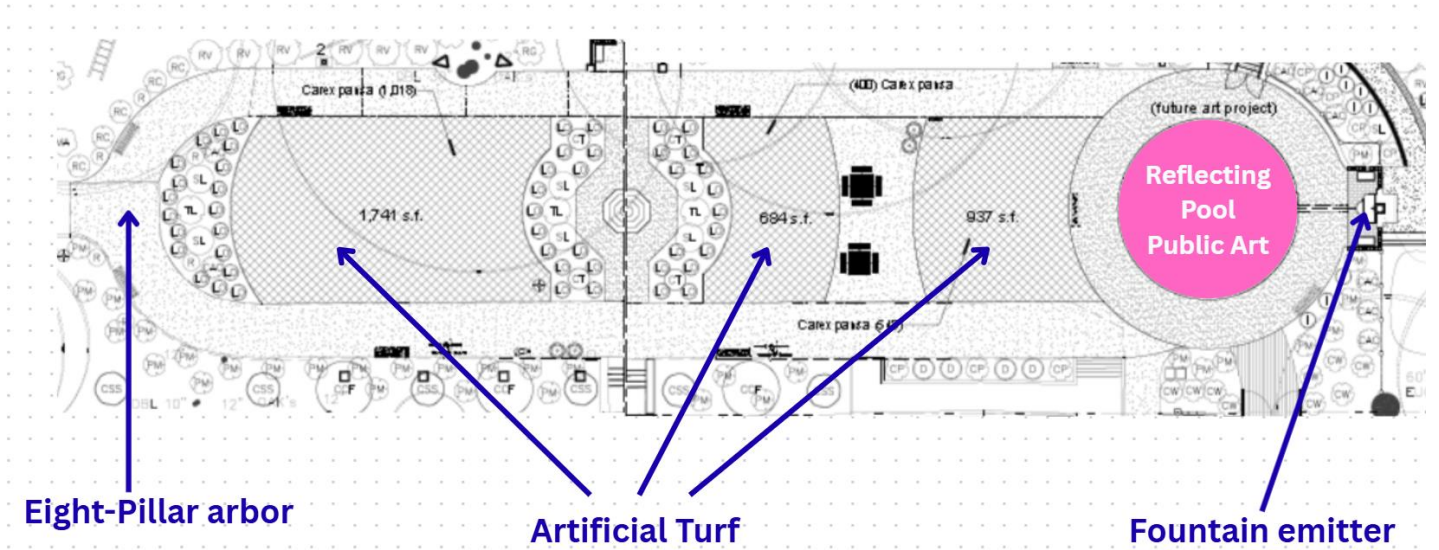
All donors, including Major Sponsors (those who donate an amount qualifying as a “Major Sponsorship”), will be recognized on a donor sign within the Park. No donor will be recognized on an individual sign, or on a sign affixed to a Park element.

This Policy is Approved and Authorized by:

Jamie Goldstein
City Manager

Exhibit C

Location of potential artificial turf installation:



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