

**MEMORANDUM TO EXPLORE CREATION OF A CHEECH MARIN CENTER
FOR ART, CULTURE, AND INDUSTRY**

This Memorandum (“MOU”) is entered into this 17th day of May, 2017 (“Effective Date”), by and among the City of Riverside, a California charter city and municipal corporation (“City”), the Riverside Art Museum, a 501(c)(3) non-profit chartered by the State of California (“RAM”), and Richard “Cheech” Marin (“Marin”). The City, RAM, and Marin are sometimes referred to in this MOU collectively as the “Parties”.

WHEREAS, the City of Riverside takes seriously its title as the City of Arts and Innovation; and

WHEREAS, the City Council has determined that it is City policy to pursue the construction of a new modern main library on the former RTA/bus terminal site; and

WHEREAS, the current Main Library building (“Main Library”) will therefore be available for reuse; and

WHEREAS, the current Main Library building is located at the heart of the Downtown Raincross District, which serves as the cultural, historic, and social center of both Riverside and Inland Southern California; and

WHEREAS, the City Council has determined the Main Library is to be utilized for a public cultural amenity; and

WHEREAS, Marin owns what is believed to be the world’s largest collection of Chicano art; and

WHEREAS, Marin has shared parts of this collection for public display at many museums around the nation in order to promote and validate Chicano artists and culture; and

WHEREAS, earlier in 2017 RAM held an exhibit featuring a small part of Marin's collection which resulted in attendance triple the average for a RAM exhibit; and

WHEREAS, Marin seeks to have his collection housed, curated, displayed and studied at a public venue located in a city and region with a large Spanish speaking heritage community; and

WHEREAS, RAM has an active initiative to create relevant and accessible programming to a diverse Riverside community; and

WHEREAS, the City seeks to reuse the existing Main Library as a needed cultural facility that will be relevant to Riverside and Inland Southern California's population both today and in the future; and

WHEREAS, the establishment of a tentatively titled Cheech Marin Center for Chicano Art, Culture and Industry ("Cheech Marin Center") would advance Marin's goal for the future, publicly beneficial use of his collection; RAM's goal to expand its facilities and its capacity for outreach to underserved communities; and, the City's goal to reuse a major public building in a way that promotes culture, is consistent with the building's location in the City's "Cultural Corridor", and is cost effective; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their agreement and understanding regarding the development and management of the proposed Cheech Marin Center for Chicano Art, Culture and Industry; and

WHEREAS, the parties agree to enter into a formal agreement or agreements to memorialize the terms of this MOU.

AGREEMENT

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

1. Incorporation of Recitals:

The Parties affirm the facts set forth in the Recitals above and incorporate the Recitals as though fully set forth herein.

2. Parameters:

The Parties agree to the following parameters for the creation of the Cheech Marin Center:

- A) The parties agree, under the leadership of RAM, to conduct a fundraising campaign to pay for the physical conversion of the Main Library into a top quality museum and center for academic inquiry
 - i) While RAM is the lead and fiscal agent for the campaign, all parties agree that the success of the campaign is predicated on active involvement by all parties and agree to actively cooperate in a coordinated manner with RAM on identifying leads, and soliciting donations through all appropriate methods and with appropriate follow up.
 - ii) The fundraising goal by the end of the MOU's pendency is \$3 million dollars. All parties agree to commence active involvement in the campaign upon approval of the MOU, understanding time is of the essence.

- iii) Failure to reach the fundraising goal by the end of the MOU's pendency will relieve the parties from any obligation to continue working toward the creation of the Cheech Marin Center.
- B) The parties agree, at the expense of the City, to commission an interior architectural design firm to create an accurate cost estimate for the conversion of the Main Library into the Cheech Marin Center.
- i) The design should include adequate storage for the protection and preservation of Marin's collection, part or all of RAM's collection, and other collections that may be housed at the Cheech Marin Center in the future.
 - ii) If economically efficient, the design should incorporate existing office spaces in the Main Library for future use by RAM staff.
 - iii) The design should allow for the Cheech Marin Center to be effective as a location for serious academic inquiry. Plans should include spaces for lectures, film and video screening, class room(s), as well as any other spaces that may be necessary to accomplish the parties' goal to encourage community participation and academic research.
 - iv) The design should consider standard museum amenities such as a café, a museum store, etc.

3. **Anticipated Legal Agreements:**

The parties agree to cooperate diligently and in good faith in the creation of the legal agreements necessary for the establishment and operation of the Cheech Marin Center. Accordingly, the parties contemplate the execution of two such legal agreements:

A) Marin/RAM Agreement: This long-term agreement would outline the legal means under which a designated portion of Marin's art collection can come to RAM for the establishment of the Cheech Marin Center. This agreement would also set the expectations and terms for significant portions of Marin's collection to be displayed and "toured" to other museums worldwide. The City will be expressly named as a Third Party Beneficiary to the Marin/RAM Agreement.

B) City/RAM Agreement: This will be a management contract for no fewer than twenty (20) years pursuant to which RAM will provide all staffing, management, marketing, and curatorial services for the Cheech Marin Center. The amount of the annual fee for the management contract will be negotiated between the City and RAM. Marin will be expressly named as a Third Party Beneficiary to the City/RAM management contract.

4. Facility Fee:

Pending the negotiation of the City/RAM Agreement described in Section 3 (B) above, the parties agree to a per admission Facility Fee of \$1 for minors and \$2 for all adults. This Facility Fee will be collected by RAM, turned over to the City on a quarterly basis, and accounted by annual audit, if requested by the City. The City will use 50% of the Facility Fee revenue to defray the costs of the City/RAM Agreement and the cost of utilities and janitorial services at the Center. The balance of the Facility Fee revenue will be placed into a "sinking fund" which will be used at the City's sole discretion, but in good faith consultation with the other parties, for major repairs and upgrades to the Cheech Marin Center.

5. Term and Termination:

- A) This MOU shall be effective immediately upon execution by all the Parties.
- B) This MOU will be effective until the 28th of February 2018 unless extended for 90 days by agreement of all the Parties.

6. MOU Limited to Signatories:

This MOU shall not create any rights in any person not a signatory to this agreement.

7. Notices:

The persons and their addresses having authority to give and receive Notices under this MOU are:

City:

**John A. Russo, City Manager
City of Riverside
3900 Main Street
Riverside, CA 92522**

Richard "Cheech" Marin:

**Stan Coleman, Attorney at Law
Weintraub Tobin Chediak Coleman Grodin Law Corporation
10250 Constellation Blvd., Suite 2900
Los Angeles, CA 90067**

Riverside Art Museum:

**Lucile Arntzen, RAM Vice President
Riverside Art Museum
3425 Mission Inn Avenue
Riverside, CA 92501**

Any notices from either of the Parties to the other shall be given in writing to the attention of the persons listed above, or to other such addressees as may hereafter be designated in writing for notices by either of the Parties to the other. Notice shall be served personally, sent by facsimile or by first class mail, postage prepaid.

8. Miscellaneous:

- a. This MOU is the final integrated agreement between the Parties regarding the matters addressed herein, and may not be modified except in a writing signed by the Parties.
- b. This MOU only covers what is written herein.
- c. This MOU shall be construed in accordance with the laws of the State of California.
- d. In the event of a breach, damages may not be sufficient as compensation. Equitable remedies, including without limitation specific performance, injunctive relief (temporary and permanent restraining orders) may be available to the Parties upon proper showing of irreparable injury in a court of competent jurisdiction.
- e. All Parties represent they have the legal authority to perform and carry out all covenants and obligations to be performed under and pursuant to this MOU. The execution, delivery, and performance by both Parties has been duly authorized by all necessary action, and does not and will not require any consent or approval of senior management or governing bodies, other than that which has been obtained.
- f. This MOU may be signed in counterparts. Signatures sent via facsimile or electronic mail shall be valid.

IN WITNESS WHEREOF, the parties hereto have caused agreement to be executed on the dates set forth below.

CITY OF RIVERSIDE

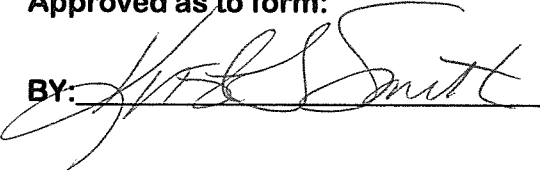
DATE: _____

BY: _____

Attested to:

BY: _____

Approved as to form:

BY:  _____

RICHARD "CHEECH" MARIN

DATE: _____

BY: _____

RIVERSIDE ART MUSEUM

A 501(c)(3) California Non-Profit Corporation

DATE: _____

BY: _____