

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERSIDE
AND THE RIVERSIDE PUBLIC LIBRARY FOUNDATION**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 20__ ("Effective Date"), by and between the City of Riverside, a California charter city and municipal corporation, acting through the Riverside Public Library ("RPL"), and Riverside Public Library Foundation, Inc., a California non-profit corporation ("Foundation") (hereafter referred to collectively as "Parties").

RECITALS

- A. WHEREAS, the objective of this MOU is to establish the standards, terms, and conditions under which the Parties will collaborate to implement the Riverside Public Library Foundation's Literacy Legacy Program for the benefit of the Riverside Public Library; and
- B. WHEREAS, the Riverside Public Library Foundation was formed as a non-profit corporation on July 26, 1997, for the purpose of raising funds to ensure the continued excellence of public library services for all City of Riverside residents.
- C. WHEREAS, consistent with its purpose, the Foundation has created the Literacy Legacy Program to support the future development and sustainability of Riverside Public Library's state-of-the-art libraries and to advance the collective vision of expanding spaces for imagination, discovery, and connections by provided books, digital resources, technology, adult and family literacy programs, classes/programs for all ages, innovation centers, and spaces for community gathering, specifically by soliciting donations from donors, in consideration they will be given naming rights to specified Riverside Public Library spaces, facilities, buildings, etc.; and
- D. WHEREAS, the goal of the Literacy Legacy Program is to raise \$10 million over the next five years to support and sustain the Riverside Public Library; and
- E. WHEREAS, RPL agrees to work with the Foundation in the receipt and organization of this support.

NOW, THEREFORE, the Parties hereto agree as follows:

1. PURPOSE. Parties shall use their best efforts to arrange financial support for the Riverside Public Library by way of implementing the Literacy Legacy Program, the scope of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, to help fund the Parties' collective vision of expanding Riverside Public Library spaces for imagination, discovery, and connections by providing books, digital resources, technology, adult and family literacy programs, classes/programs for all ages, innovation centers, and

spaces for community gathering. These gift funds are to be used to supplement and expand programs and services and not to take the place of city funding for RPL programs.

2. TERM. This MOU will be effective from the Effective Date and shall remain in effect for five years and may be extended by mutual written agreement of the Parties. Either Party upon thirty (30) days' written notice to the other Party may terminate this MOU.

3. DEFINITIONS.

- 3.1 General. The definitions set forth in the above recitals shall apply to this Agreement unless indicated otherwise.
- 3.2 Director. "Director" shall mean the Director of the Riverside Public Library.
- 3.3 Funds. "Funds" shall include Gifts, Grants, and any other contributions given to the Foundation by donors, or subsequently to RPL by the Foundation, for the benefit of the Riverside Public Library.
- 3.4 Gift. "Gift" shall mean a donation, monetary or in-kind, in which nothing of significant value is expected from the Foundation or RPL in return.
- 3.5 Grant. "Grant" shall mean a donation in which some specified statement of work or other condition, such as matching funds, is required of RPL.
- 3.6 Policies. "Policies" shall mean the policies set by the City Charter, the City Municipal Code, the City Administrative Manual, and any other rules set by ordinance or resolution, as may be amended from time to time.

4. THE FOUNDATION'S RESPONSIBILITIES.

- 4.1 Fundraising. The Foundation shall plan and execute comprehensive fundraising programs as part of the Literacy Legacy Program and create an environment conducive to increasing levels of financial support for the Riverside Public Library through Donations and Gifts, both in-kind and monetary, Grants, or other contributions, consistent with the mission and priorities of RPL.
- 4.2 Grants. The Foundation shall not accept a Grant, except in special circumstance wherein RPL has approved such application in accordance with Policies.
- 4.3 Restrictions on Funds. The Foundation shall obtain the written approval of the Director before applying for or accepting any Funds with restrictions. The Director reserves the right to refuse such approval for any reason, without explanation. The Director's approval shall not be deemed to bind the City to any requirement or obligation under the Grant.

- 4.4 Designation of Funds. The Foundation shall clearly designate Funds as restricted, as well as disclose any terms, conditions, or limitations to the Funds, including but not limited to, allowable and disallowable expenses in the use of such Funds.
- 4.5 Transfer of Funds. The Foundation shall establish a clear process by which only the City, through RPL, may apply for use of the Funds. As the primary depository of Funds, the Foundation shall transfer Funds in compliance with applicable laws, Policies, and Gift agreements if applicable.
- 4.6 Management of Funds. The Foundation shall be responsible for the control and management of all assets of the Foundation, including the prudent management of all donations consistent with donor intent.
- 4.7 Data and Records. The Foundation shall maintain thorough and accurate records of all donations, including donor information, all restrictions on Funds, and requests for public acknowledgment. The Foundation shall provide RPL access to such data and records, as requested by RPL.
- 4.8 Corporate Operation. The Foundation shall be responsible for the performance and oversight of all aspects of its operations, as well as the employment, compensation, and evaluation of all of its agents.
- 4.9 Administrative Fee. All incoming Funds will be assessed an administrative fee of up to 6% by RPLF. This fee will help cover expenses associated with the Literary Literacy campaign: gift acceptance processes, naming signage, and gift fund administration (e.g., accounting, auditing, reporting, and investment management).

5. RPL'S RESPONSIBILITIES.

- 5.1 Communication of Mission. Director shall be responsible for communicating RPL's priorities and long-term plans for the Riverside Public Library to the Foundation and to the public, including but not limited to, the restoration plans and programming plans for the Riverside Public Library facilities.
- 5.2 Fundraising Support. RPL shall use its best efforts to work collaboratively with the Foundation to provide marketing support.
- 5.3 Updates. Director shall provide regular updates to the Foundation regarding the condition of the Riverside Public Library facilities and its immediate physical needs.
- 5.4 Compliance with Restrictions. RPL shall use Funds in accordance with all applicable restrictions imposed by the Foundation when providing the Funds to RPL.
- 5.5 Recordkeeping. RPL shall maintain a thorough accounting of all received Funds.

6. **CITY SEAL.** The Foundation shall operate under its own seal and logotype and shall not use the City's or RPL's seal or other identifying marks in the promotion of its business and activities.
7. **NOTICES/POINTS OF CONTACT.** For purposes of the administration of this MOU, including all notices, the points of contact for the Parties shall be as follows:

Riverside Public Library
Riverside Main Library
3900 Mission Inn Avenue
Riverside, CA 92501

Riverside Public Library Foundation
P.O. Box 349
Riverside, CA 92502

8. **NO AGENCY RELATIONSHIP.** Parties have a relationship based entirely on, and defined by, the express provisions of this MOU and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this MOU. In the performance of this MOU, the Foundation, and Foundation's employees, subcontractors, and agents, shall act in an independent capacity and not as officers or employees of the City of Riverside. Foundation acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Foundation, or to Foundation's employees, subcontractors, and agents. The Foundation shall be responsible for any and all taxes that apply to the Foundation as an employer.
9. **AMENDMENTS.** This MOU may be modified or amended only by an amendment to this MOU, agreed to by both Parties in writing.
10. **VENUE AND ATTORNEYS' FEES.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this MOU or to recover any damages for and on account of the breach of any term or condition of this MOU, it is mutually agreed that each party shall bear the cost of its own attorneys' fees.
11. **SEVERABILITY.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

12. **AUTHORITY.** The individuals executing this MOU and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.
13. **ENTIRE AGREEMENT.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous agreements, understandings, or MOUs of the parties. Neither party has been induced to enter into this MOU by and neither party is relying on any representation or warranty outside those expressly set forth in this MOU.
14. **INTERPRETATION.** Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU.
- 14.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.
- 14.2 This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, RPL and Foundation have caused this MOU to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
municipal corporation and charter city,
by and through the RIVERSIDE
PUBLIC LIBRARY

RIVERSIDE PUBLIC LIBRARY
FOUNDATION,
a California non-profit corporation

By: _____
City Manager

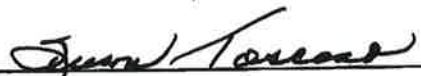
Date

By: _____
Library Director

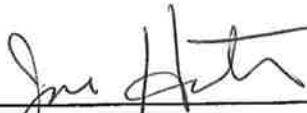
Date

Attest: _____
City Clerk

Date

By: 
President

5/10/2022
Date

By: 
Chief Financial Officer

5/11/2022
Date

By: 
Secretary

5-10-2022
Date

Approved as to Form:

By: _____
Deputy City Attorney

Date

EXHIBIT A – LITERACY LEGACY PROGRAM BROCHURE