

**SECOND MEMORANDUM OF UNDERSTANDING FOR THE CREATION
OF THE CHEECH MARIN CENTER FOR ART, CULTURE, AND INDUSTRY
OF THE RIVERSIDE ART MUSEUM**

This Second Memorandum of Understanding ("MOU") is entered into this _____ day of September 2018 ("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, in May 2017, the City, RAM, and Marin entered into a Memorandum of Understanding to memorialize their agreement and understanding regarding the development and management of the proposed Cheech Marin Center for Chicano Art, Culture, and Industry of the Riverside Art Museum ("The Cheech")("First MOU"); and

WHEREAS, The Cheech will house the art works donated from Marin's art collection, one of the finest private collections of Chicano Art in the United States that has been exhibited in major art museums across the United States including at the Smithsonian and the Los Angeles County Museum of Art; and

WHEREAS, one of the primary purposes of the First MOU was to provide the Parties with the opportunity to conduct a fundraising campaign to raise 3 million dollars for the conversion of the Riverside Main Library into a top-quality museum center to house The Cheech; and

WHEREAS, the First MOU was extended to May 29, 2018 during which time the Parties met and then exceeded the 3 million dollar fundraising goal, including 1 million dollars from the State of California; and

WHEREAS, the State of California has provided additional funding totaling 9.7 million dollars; and

WHEREAS, the Parties now desire to enter into this MOU to memorialize the next steps regarding continued fundraising efforts and the future renovation and operation and management of The Cheech; and

WHEREAS, the Parties agree to enter into formal 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 general parameters for the creation of The Cheech:

A. Fundraising. The Parties agree, under the leadership of RAM, to continue to conduct a fundraising campaign to pay for the physical renovation of the Riverside Main Library and related actions necessary to create a top-quality art museum with an emphasis on Chicano Art, a cultural center, and center for academic inquiry.

- i) While RAM is the lead and fiscal agent for the campaign, the 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 ("Fundraising Campaign"). Such actions and roles will be set forth in a forthcoming Fundraising Campaign Plan and will include seeking public, private and nonprofit fundraising opportunities, meetings with potential donors and identification by RAM of space and program naming opportunities.

- ii) The Fundraising Campaign goal is currently estimated at \$7 million dollars. Upon completion of the Fundraising Campaign Plan and feasibility study, this dollar figure may change. All Parties agree to continue active involvement in the Fundraising Campaign.

B. Renovation. The Parties agree that the City will undertake the renovation of the Riverside Main Library in order to create The Cheech, including the preparation and approval of an updated and revised architectural scope of work to complete the design phase, overseeing the design phase including construction drawings, undertaking the construction bid process and awarding the construction contract(s), and overseeing the actual renovation in order to create a facility for the display of art that meets professional museum standards. The Parties will enter into a Renovation Agreement as set forth below to ensure that all Parties are appropriately involved in the Renovation process.

C. Management and Operation. The City and RAM agree to enter into a separate management and operation agreement, whereby the various roles and obligations for the management and operation of The Cheech are established.

3. Anticipated Legal Agreements.

The Parties agree to cooperate diligently and in good faith in the creation of the legal agreements necessary for the renovation, establishment and operation of The Cheech.

Accordingly, the Parties contemplate at this time the execution of three such legal agreements as set forth herein.

A. **Renovation Agreement.** This agreement will outline the process, roles and obligations of the Parties for the renovation of the Riverside Main Library. Such roles and process include RAM's participation in the design development process and approval of certain museum amenities using donated funds gifted to RAM for such purposes and required for The Cheech, the procedure for payment by RAM for such amenities, the procedure for RAM review of billing statements and change orders, the manner and frequency of consultation with Marin on design aspects, and participation in weekly management meetings.

B. **Marin/RAM Agreement.** This long-term agreement will outline the governance of The Cheech, in which Marin will participate, and legal means under which gifts from Marin's art collection will be donated to RAM for the establishment of The Cheech. This agreement will also establish the expectations and terms for loans from Marin's art collection and procedures for portions of Marin's collection to be displayed and "toured" to other museums worldwide.

C. **City/RAM Management Agreement.** This long-term agreement will be a management and operations agreement for at least twenty (20) years pursuant to which RAM will provide all staffing, management, marketing, and curatorial services for The Cheech. The amount of the annual fee for the management agreement will be negotiated between the City and RAM.

4. **Term and Termination.**

A. This MOU will be effective immediately upon execution by all the Parties.

B. This MOU will be effective until December 31, 2019 unless extended by agreement of all the Parties.

5. MOU Limited to Signatories.

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

6. Notices:

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

City:

**Al Zelinka, City Manager
City of Riverside
3900 Main Street
Riverside, CA 92501**

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:

**Wendel Tucker, RAM Board of Trustees 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.

7. 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 and 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.

[Signatures on following page.]

CITY OF RIVERSIDE

DATE: _____

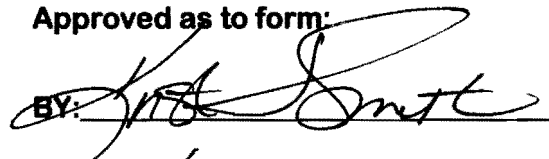
BY: _____

Attested to:

BY: _____

NAME: _____

Approved as to form:

BY:  _____

NAME: Kish J. Smith

RICHARD "CHEECH" MARIN

DATE: _____

BY: _____

RIVERSIDE ART MUSEUM

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

DATE: 9-5-18

BY: Wendel W. Tucker

CITY OF RIVERSIDE

DATE: _____

BY: _____

Attested to: _

BY: _____

NAME: _____

Approved as to form:

BY: _____

NAME: _____

RICHARD "CHEECH" MARIN

DATE: 9/11/18

BY: Richard "Cheech" Marin

RIVERSIDE ART MUSEUM

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

DATE: _____

BY: _____