

**THIRD MEMORANDUM OF UNDERSTANDING FOR THE CREATION  
OF THE CHEECH MARIN CENTER FOR CHICANO ART AND CULTURE  
OF THE RIVERSIDE ART MUSEUM**

This Third Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“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”.

**RECITALS**

**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 and Culture of the Riverside Art Museum (“The Cheech”)(“First MOU”); and

**WHEREAS**, The Cheech will house 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 in the amount of 9.7 million dollars; and

**WHEREAS**, a Second MOU was prepared and subsequently executed on October 19, 2018, to memorialize the next steps regarding continued fundraising efforts and the future renovation and operation and management of The Cheech, including the preparation of a management agreement setting forth the terms pursuant to which RAM will manage The Cheech and will be reimbursed by the City for a portion of those management costs (“Management Agreement”); and

**WHEREAS**, representatives from the City and RAM have negotiated a Management Agreement that has been approved by the RAM Board of Trustees and now requires consideration by the City Council; and

**WHEREAS**, MARIN made a significant first gift of art in December 2019 to The Cheech and RAM; and

**WHEREAS**, the City and RAM have been actively working together to further The Cheech, including the preparation and approval of an updated and revised architectural scope of work to complete the design phase, and overseeing the design phase including construction drawings in preparation for the construction bid process; and

**WHEREAS**, an economic study prepared by the Inland Empire Economic Partnership concluded that The Cheech will generate at least 22 million dollars annually after opening and the City has determined that the arts, even without The Cheech, contribute over 42 million dollars annually to the local economy; and

**WHEREAS**, due to the pressing needs of responding to COVID 19 and the City's annual budget process, such City consideration of the Management Agreement has been postponed; and

**WHEREAS**, the Parties now desire to enter into this Third MOU to reaffirm their commitment to The Cheech and to memorialize the next steps and tentative schedule regarding consideration of the Management Agreement and construction bidding process for The Cheech.

### **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. **Commitment to The Cheech.**

The Parties hereby reaffirm their commitment to The Cheech, and will work together to accomplish the renovation tasks required to allow the opening of The Cheech by Fall 2021. The Parties agree that time is of the essence because The Cheech will play a major role in facilitating the economic recovery of Downtown Riverside.

3. **Renovation.**

The Parties reaffirm that the City will undertake the renovation of The Cheech, including undertaking the construction bid process and awarding the construction contract(s), and overseeing the actual renovation. The Parties will enter into a Renovation Agreement as set forth in section 3A of the Second MOU to ensure that all Parties are

appropriately involved in the Renovation process. The City intends to begin the construction bid process for The Cheech in June 2020 and expects to consider awarding the construction contract(s) later in Fall 2020, working towards completing the renovation in Fall 2021.

4. **Management and Operation.**

The Parties reaffirm their commitment to RAM's management and operation of The Cheech, with a portion of the related costs being paid by the City. The City will attempt to consider approval of the Management Agreement by Fall 2020 or prior to awarding the construction bid, whichever occurs first.

5. **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, 2020 unless extended by agreement of all Parties.

6. **MOU Limited to Signatories.**

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

7. **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:**

**Michelle Ouellette, 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.

**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 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: \_\_\_\_\_

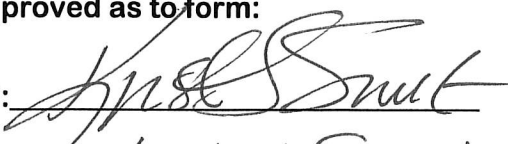
Attested to:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Approved as to form:

BY:



NAME:



RICHARD "CHEECH" MARIN

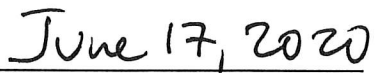
DATE: \_\_\_\_\_

BY: \_\_\_\_\_

RIVERSIDE ART MUSEUM

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

DATE:



BY:



Third MOU (FINAL)-c1.do

Open with Google Docs

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

**RICHARD "CHEECH" MARIN**

DATE: 6/17/2020 1

BY: Richard Cheech Marin

**RIVERSIDE ART MUSEUM**

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_