

GRANT AND NAMING RIGHTS AGREEMENT

This Grant and Naming Rights Agreement ("Agreement") is effective and made this _____ day of _____, 2020, by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, RIVERSIDE COMMUNITY SERVICES FOUNDATION ("Foundation"), a California not-for-profit foundation, and THE BOURNS FOUNDATION, a California nonprofit public benefit corporation ("Donor"), referred to individually as "Party" and collectively as "Parties." This Agreement conveys the wishes of the Donor regarding the grant to be made to the Foundation, which is restricted to uses related to the Youth Innovation Center, a community center operated by the City.

A. The City owns and operates that certain real property and facilities currently known as the Youth Innovation Center located at 9595 Miller St, Riverside, California 92504 (the "YIC" or "Facility").

B. The Facility consists of the following amenities, in part, computer lab, multipurpose room A and B, classroom, informal classroom, recording studio, film studio, garden, amphitheater, lounge, conference room, and other such amenities.

C. Donor desires to support the Foundation and the YIC through a charitable grant ("Grant") on the terms stated herein. In recognition of the commitment to make the Grant to the Foundation, the City agrees to name and identify the Facility as the "Bourns Family Youth Innovation Center."

D. The Parties desire to enter into the Agreement to document the terms of the agreement with respect to the Grant commitment and naming rights, as set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the City, Foundation and Donor agree upon the following terms, conditions and restrictions:

ARTICLE 1. GRANT COMMITMENT

1.1 Amount of Grant. Donor, in support of the YIC's programs and mission and as an incentive to others, agrees to make a grant to the Foundation in the aggregate amount of One Million Dollars (\$1,000,000) ("Grant Funds"). All such Grant Funds, once disbursed by the Donor, shall become the property of the Foundation, and Donor shall have no rights to the same.

1.2 Disbursement Schedule. Donor shall disburse the Grant Funds to the Foundation on or before the following schedule:

Date	Amount
September 30, 2020	\$200,000
September 30, 2021	\$200,000
September 30, 2022	\$200,000
September 30, 2023	\$200,000
September 30, 2024	\$200,000

The Parties agree that the Grant may be funded in cash or in stock. To the extent the Grant is funded in stock, such stock shall be valued at its fair market value on the date of transfer. If any disbursement of Grant Funds to the Foundation exceeds the amount set forth above, such excess shall be credited to and shall reduce the scheduled amount of the succeeding disbursement.

1.3 Termination of Grant Commitment. Upon thirty (30) days' written notice to the Foundation, Donor may terminate this Grant commitment if:

(a) the City no longer owns the YIC;

(b) the City ceases to actively operate the YIC as a youth center on a basis at least approximating the current scale of operation, whether by sale, closure, condemnation, destruction, leasing, or other causes (provided that temporary cessation of operation on account of closure mandated by state or federal government authorities in consequence of epidemic or other wide-spread health emergency shall not give rise to a termination of the commitment if the City returns the YIC to operation when such closure mandate is lifted), or the YIC's operation is managed by a party other than the City or the Foundation;

(c) the City defaults in its obligations with respect to naming under Article 4 or signage under Article 5;

(d) the City violates the Account and fund use restrictions set forth in Article 2 or the Facility use restrictions set for in Article 3;

(e) the Foundation's representations under Paragraph 7.4 are or become false.

If grounds for termination are described in subparagraphs (b), (c), (d), or (e) above, the Donor's termination shall be effective only if the City fails to cure the stated grounds for termination within the thirty (30) day period following delivery or deemed delivery of such written notice. In the event of termination by the Donor that become effective upon written notice or upon failure to cure, Donor shall not be obligated to provide any disbursement of Grant Funds scheduled hereunder, whether past or future. A subsequent cure of the grounds for termination after the cure period stated herein shall no reinstate the Grant commitment.

ARTICLE 2. ACCOUNTS AND FUND USES

2.1 Account. The Foundation will hold all Grant Funds and the proceeds of Grant Funds or proceeds in a separate account ("Account") from the Foundation's normal functioning

accounts and other funds allocated to the YIC or to other Foundation purposes. All assets in the Account will be held and allowed to accrue earnings

2.2 Account Withdrawal Policies. The Foundation may make withdrawals from the Account in accordance with the Uniform Prudent Management of Institutional Funds Act as enacted in California (California Probate Code §18501 et seq.), provided that the Foundation may not make withdrawals from the principal of the Account even if otherwise permitted by such Act unless the Donor agrees in writing to release this restriction on the use of Grant Funds as provided in the Act. The YIC will utilize funds as needed in accordance with this Agreement.

2.3 Permitted Use of the Funds. Unless the Donor agrees in writing to release this restriction on the use of Grant Funds as provided in the Act, funds withdrawn from the Account shall be utilized only for the following purposes:

- (a) YIC programming expenses, supplies, and costs such as payment of services for the benefit of programming, speaker series, events, fairs, etc., that are services provided to the community under the YIC's mission statement.
- (b) Scholarships for programming, events, memberships, and other services provided to the community under the YIC's mission statement.
- (c) Non-benefited, part-time specialized instructor salaries.
- (d) Such other like or similar uses.

2.4 Unpermitted Use of the Funds. The Funds shall not be used, at any time, on any of the following:

- (a) Paying or reimbursing for salaries or expenses for the employees of the City.
- (b) Paying or reimbursing for general Foundation expenses, which includes any salaries or expenses of employees.
- (c) Carrying on propaganda, or otherwise attempt to influence legislation.
- (d) Attempting to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.
- (e) Making an individual grant or re-granting funds to another organization unless the requirements of Internal Revenue Code Section 4945 are met, or
- (d) Undertaking any non-charitable activity or advancing any purpose other than one specified in Internal Revenue Code Section 170(c)(2)(B).

ARTICLE 3. FACILITY USE

3.1 Use. The Facility shall be used for all YIC programming, events, and related programming. The YIC shall utilize the Facility in any capacity that further promotes the YIC's mission.

3.2 Group Use. The Facility shall be open to the following groups:

(a) Private, corporate, and nonprofit groups, subject to the City's standard fees and policies, which may be amended from time to time.

(b) Educational groups, nonprofit organizations, and partnering organizations *[clarify the meaning of "partnering organizations"]* that are providing a service free of charge to the Riverside community may, in the discretion of the City, be allowed use of the Facility free of charge.

ARTICLE 4. NAMING AND MARKETING

4.1 Name of Amenities. The Parties agree that the Facility shall be named the "Bourns Family Youth Innovation Center" ("Name"). The Facility will continue to be so named in perpetuity, or until the naming obligation is terminated in accordance with the provisions of Article 6. The Grant and the Name of the Facility shall be officially announced by the Foundation by September 30, 2020. In addition to the Name, the Parties agree that a portion of the walls in the YIC will be utilized to tell the story of founders of Bourns, Inc., Marlan and Rosemary Bourns, and the company they founded in their Pasadena, California garage in July, 1947, which later moved to Riverside on Labor Day 1950, with the encouragement and assistance of the City and the Riverside Chamber of Commerce.

4.2 City References to the Facility. Except as provided herein, the City and Foundation, when referring to the Facility, shall make commercially reasonable efforts to use the Name and no other. The City and Foundation will make commercially reasonable efforts to ensure that the Facility is referred to by the Name and shall cooperate with the Donor's efforts to do the same. The Name shall appear on external and internal signage on the building as provided in Article 5, as well as on other materials or objects that refer to the Facility, including promotional materials. Isolated or inadvertent references that fail to include the correct or entire Name shall not be deemed a violation of this Agreement.

4.3 Marketing/Publicity. Donor and its Board of Directors agree to the City and the Foundation's use of their names, images and likenesses which may appear in photograph, videotape and/or audiotape form for the purposes of publicizing their donation with the hopes of encouraging others to support the Foundation and the YIC. Donor and its Board of Directors further agree that each of their photo, video, audio, or film likeness may be used by the City and/or the Foundation for any legitimate purpose including, but not limited to educational, advertising and promotional materials whereby it may be viewed or used on or off the site of the YIC.

ARTICLE 5. SIGNAGE / LOGO PLACEMENT

5.1 Signage Specifications. Signage shall be designed by the City with approval by Donor. All signage shall be placed at a location or locations as agreed to by the Parties.

5.2 Signage Language. The YIC will be named with a brief description/dedication on a City approved naming plaque with the desired and agreed upon Name.

5.3 Logo Placement. The Donor's logo (if provided/in existence) shall be placed on the signage in an approved location as part of the overall design of the sign.

ARTICLE 6. TERMINATION OF NAMING AND SIGNAGE

6.1 Termination. Upon thirty (30) days' written notice to the Donor, the Foundation and the City may terminate the use of the Name and provision of signage if:

- (a) the Donor fails to make a disbursement of Grant Funds as scheduled in Article 1; or
- (b) the Donor violates Paragraph 7.3 below.

The Foundation's and City's termination pursuant to subparagraph (a) above shall be effective only if the Donor fails to cure the stated grounds for termination within the thirty (30) day period following delivery or deemed delivery of such written notice. In the event of termination by the Foundation or City that become effective upon written notice or upon failure to cure, Donor shall not be obligated to provide any further disbursement of Grant Funds scheduled hereunder, whether scheduled in the past or future, and the Foundation shall have no obligation to return Grant Funds previously disbursed. In such event, however, Articles 2 and 3 shall continue to govern the holding and use of Grant Funds and use of the Facility.

ARTICLE 7. MISCELLANEOUS

7.1 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

7.2 Notices. All notices required to be given under this Agreement shall be given by certified or registered mail or overnight courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Paragraph 7.2 and shall be deemed given when deposited in the Mail, postage prepaid:

If to the City: City of Riverside
Attn: Adolfo Cruz
Parks, Recreation & Community Services
3900 Main Street
Riverside, CA 92522

If to the Foundation: Riverside Community Services Foundation
Attn: Debra Macias, Foundation President
6927 Magnolia Avenue
Riverside, CA 92506

If to the Donor: The Bourns Foundation
Attn: Gordon L. Bourns
1200 Columbia Avenue
Riverside, CA 92507

7.3 Morals Clause. Donor hereby agrees that Donor shall refrain from all conduct that would bring them into public disrepute. Such behavior includes:

(a) Donor actions that might reasonably be considered immoral, deceptive, scandalous or obscene that would cause the Donor to become the subject of a scandal, such would negatively affect, injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the marketability of the YIC and Facility or image; and

(b) Donor actions resulting in criminal charges being brought for misdemeanor or moral turpitude that is punishable by a prison term of at least six (6) months or a felony (regardless of the length of prison term associated with such offense).

7.4 Non-Discrimination. During Donor's performance of this Agreement, Donor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Donor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

7.5 Representation and Warranties of Foundation. Foundation represents and warrants to Donor that: (i) it is a duly formed non-profit California corporation in good standing and (ii) is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, classified as a public charity under Section 170(b)(1)(A)(viii). Until the Grant is fully disbursed to the Foundation, Foundation agrees to inform Donor immediately of material alterations in Foundation's organization, structure, or any change either threatened or actual, which may adversely affect its tax-exempt status or public charity status as represented herein, or make untrue

or incorrect any of the representations or warranties in this Agreement. Foundations' rights and obligations under this Agreement, including Foundation's right to receive the Grant, may not be assigned, transferred or hypothecated by the Foundation to a successor organization, and all representations and warranties made by Foundation herein shall be deemed to be continuing.

7.6 Representations and Warranties of Donors. Donor represents and warrants to the City and Foundation that: (i) it is duly authorized to enter into this Agreement; (ii) Donor entering into this Agreement will not violate any provisions of any agreements or instruments to which Donor is subject. The terms of this Agreement are binding on Donor's successors in interest and assigns, and all representations and warranties made by Donor herein shall be deemed to be continuing.

7.7 Indemnification. Foundation and City shall indemnify and hold the Donor and its directors, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons (including wrongful death), arising from this grant, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the Foundation or City or the directors, officers, employees, contractors, and volunteers of either of them.

7.8 Entire Agreement. Except as otherwise specifically provided herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. There are no other existing agreements or understandings between the Parties relating to the terms of this Agreement and any and all prior agreements or promises between the Parties are merged into this Agreement.

7.9 Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of California. The execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of California. The Agreement shall be deemed made and entered into in Riverside County.

7.10 Interpretation of Agreement. This Agreement shall not be construed against any Party on the basis that the Party's attorney drafted it.

7.11 Suit to Enforce Agreement. The prevailing Party in any action to enforce the terms of this Agreement shall be entitled to costs and reasonable attorneys' fees.

7.12 Agreement Duly Authorized. The officers signing this Agreement represent and attest that the Agreement has been duly authorized by the respective governing boards of the Parties.

7.13 Effective Date. Upon execution by each of the Parties, this Agreement shall be effective as of the date first set forth above.

IN WITNESS WHEREOF, this Agreement is executed at by the Parties as of this _____ day of _____, 2020, in Riverside, California.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager


ATTESTED TO:

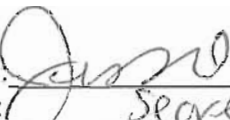
By: _____
City Clerk

APPROVED AS TO FORM:

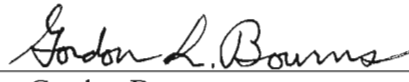
By:  _____
Chief Assistant City Attorney

RIVERSIDE COMMUNITY SERVICES
FOUNDATION,
a California not-for-profit corporation

By:  _____
Its: President

By:  _____
Its: Secretary

THE BOURNS FOUNDATION
a California nonprofit public benefit
corporation

By:  _____
Name: Gordon Bourns
Its: Chairman of the Board and President

By:  _____
Name: Michael Freibott
Its: Secretary and Treasurer