DONATION AND NAMING RIGHTS AGREEMENT
AMONG THE RIVERSIDE PUBLIC LIBRARY FOUNDATON,
THE CITY OF RIVERSIDE, AND THE DONOR

This Donation and Naming Rights Agreement ("Agreement") is effective and made this _____ day of _____, 20__ by and among the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, the RIVERSIDE PUBLIC LIBRARY FOUNDATION ("Foundation"), a California nonprofit public benefit corporation, and Kathy & Gary Christmas, ("Donor"), referred to individually as "PARTY." This Agreement conveys the wishes of the Donor regarding the donation to be made to the Foundation for the benefit of the Riverside Public Library ("RPL"), a department of the City.

A. The City owns and operates that certain real property and facility currently known as the Riverside Main Library, located at 3900 Mission Inn Avenue, Riverside, California 92501 ("Facility").

B. The Facility consists of the following amenities: Marketplace, Children's Library, Adult Collections, Community Room, Reading Room, Terrace, Innovation Center, Friends of the Library Bookstore, Storytime Area, Early Learning Corner, Carnegie Reading Room, Conference Room, Staircase, Study Room A, B and C, Elevator, Sound Recording Booth, and other such amenities.

C. The Foundation has created the Literacy Legacy Program (a separate fundraising program) to support the future development and sustainability of RPL'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.

D. Donor desires to support the Foundation and the RPL through the donation of funds ("Donation"). In consideration of this donation, the Adult Stacks (name of amenity or space) will be named Kathy & Gary Christmas ("Name"). Subject to the acceptance of the donation, the City agrees to name and identify the amenity as ~~the~~ "Kathy and Gary Christmas"

E. The Parties desire to enter into the Agreement pursuant to which the City will approve the name of the Kathy and Gary Christmas. Before the Naming is affixed, Donor shall demonstrate reasonable and timely payments as set forth in the Agreement. After the Naming is affixed, Donor will continue payments in accordance with the schedule set forth in this Agreement.

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. TERM

1.1 Term. This Agreement shall commence on the Effective Date written above and continue for twenty (20) years unless otherwise terminated as provided for herein.

1.2. Termination for Default. Upon occurrence of an event of default, the non-defaulting Party shall have the right to terminate this Agreement upon thirty (30) days' advance written notice, subject to the right to cure, unless the default is cause for immediate termination as set forth herein. The City shall have the right to terminate this Agreement immediately should the City no longer operate the Facility.

ARTICLE 2. NAMING AND MARKETING

2.1 Name of Amenities. Donor, in support of the RPL's programs and mission and as an incentive to others, desires to commit to the Donation. The Parties agree that the amenity shall be named ~~the~~ "Kathy & Guy Christ" ("Name"). The amenity will continue to be so named in accord with this Agreement during the term of the Agreement. Such naming rights are exclusive to the Donor. The terms of this Agreement shall be officially announced by the Foundation and the name affixed to the amenity when at least twenty percent (20%) of the total Donation amount has been received by the Foundation, and this Agreement has been fully executed.

2.2 City References to the Facility. Except as provided herein, during the Term of this Agreement, the City and Foundation, when referring to the Facility, shall make commercially reasonable efforts to use the Name affixed to the amenity 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 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.

2.3 Marketing/Publicity. Donor, through its Board of Directors (if one exists), agree to the City and the Foundation's use of its/their names, images and likenesses which may appear in photograph, videotape and/or audiotape form for the purposes of publicizing its/their donation with the hopes of encouraging others to support the Foundation and the RPL system. Donor, and if a corporation, through its Board of Directors, further agree that each of its/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 Facility.

2.4 Unforeseen Circumstances. In the event that the physical location of any recognition signage is substantially altered within the naming duration set forth in this Agreement, the recognition signage may continue to be displayed in an appropriate location as determined by the Library Director.

ARTICLE 3. NAMING RIGHTS FEES

3.1 Donation Amount. Donor agrees to pay the Foundation the sum of $ 10,000.00 for the rights granted hereunder. All such Funds shall, once paid, become the property of the Foundation and Donor has no rights to the same.

3.2 Payment Schedule. Donor shall make the payments annually as follows: ~~An initial~~ A one-time payment of $ 10,000.00 (at least 20% of the total donation) shall be paid no later than _____ (date). The remaining $_____ shall be made in annual payments of $_____ each, with each annual payment to be paid on or before October 15th of each year until paid in full.

3.3 Late Payments. If the Donor fails to pay in a timely fashion, then a default will be deemed to have occurred.

3.4 In order to ensure that the full amount of the Donation is available to carry out the Donor's intention, if for any reason the Donation has not been satisfied (or pledge payments not completed) before the Donor's death, the balance shall be a debt of the Donor's estate and payable by the Donor's estate to the Foundation.

Donations should be made payable to the Foundation, a charitable organization and a 501(c)(3), non-profit benefit organization (Tax ID # 33-0780130).

ARTICLE 4. ACCOUNTS AND FUND USES

4.1 Account. The Foundation shall hold the Donation in a separate Foundation Restricted Account ("Account") from the Foundation's normal functioning accounts. Said Restricted Account will hold all naming rights donations (with the exclusion of general donations, gifts in exchange for sponsorship tier benefits, and sponsorships of specific programs, events, and series).

4.2 Foundation Spending Policies. All funds in the Foundation restricted accounts will be held and allowed to accrue interest and investment earnings, and funds will be drawn from the total fund balance. The Foundation will assess on all incoming funds an administrative fee of up to 6%. This fee will help cover the Foundation's expenses associated specifically with the Literacy Legacy campaign: gift acceptance processes, signage, and gift fund administration (e.g., accounting, auditing, reporting, and investment management).

These funds, transferred to the City by the Foundation, are to be used to supplement and expand programs and services and not take the place of City funding for RPL programs.

4.3 Permitted Use of the Donation. The Donation shall only be utilized for the following purposes:

(a) RPL 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 RPL's mission statement.

(b) Non-benefited part time specialized instructor salaries.

(c) Books, materials, databases, and other resources that will benefit the community under the RPL mission.

(d) Technology related costs for devices, computers, and equipment specifically for the benefit of the Library customers.

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

(a) Salaries or expenses for the employees of the City.

(b) General Foundation expenses not related to the Literacy Legacy Campaign.

4.5 Application Process for Use of Funds. The Foundation shall establish a clear process by which only the City, through RPL, may apply for use of all or a portion of the funds that comprise the Donation, in compliance with applicable laws and City policies.

ARTICLE 5. FACILITY USE

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

5.2 Group Use. The Facility is open to the following groups:

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

(b) Educational groups, nonprofits, and partnering organizations free of charge at the discretion of the City if they are providing a service free of charge to the community.

ARTICLE 6. SIGNAGE/ LOGO PLACEMENT

6.1 Signage Specifications. Signage shall be designed by the City in accordance with City design guidelines and practices, with approval by all Parties.

6.2 Signage Language. The amenity will be named with a brief description/dedication on City-approved naming signage with the desired and agreed-upon Name.

6.3 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 7. DEFAULT; REMEDIES; TERMINATION

7.1 Default. Default shall be deemed to have occurred hereunder if:

(a) The Donor fails to make a payment as outlined in the Agreement.

(b) The filing by or against the Donor of any petition in bankruptcy if Donor is making annual payments.

(c) Any Party fails to perform or observe any material term, covenant, condition or provision of this Agreement for a period of thirty (30) days after written notice to the defaulting Party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting Party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

7.2 Right to Cure. Other than for default under 7.1(b) or 8.3, which shall be cause for immediate termination, the non-defaulting Party shall provide the defaulting Party with thirty (30) days' written notice to cure a default. Should the defaulting Party fail to cure the default within thirty (30) days, this Agreement shall automatically terminate.

7.3 City and Foundation Remedies. In the event of the Donor's default, this Agreement shall automatically terminate and City shall remove, cover/or replace all signage, written and other references to the Donor and/or the Name, and shall not have to refund or return the previously made payments.

ARTICLE 8. MISCELLANEOUS

8.1 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.

8.2 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 section and shall be deemed given when deposited in the Mail, postage prepaid:

If to the City: City of Riverside
Attn: Library Director
Riverside Public Library
3900 Mission Inn Avenue
Riverside, CA 92501

If to the Foundation: Riverside Public Library Foundation
Attn: President
PO Box 349
Riverside, CA 92502-0349

If to the Donor: Kathy and Gary Christmas
6540 Blackwood Street
Riverside CA 92506

8.3 Morals Clause. Donor hereby agrees to adhere to the following Morals Clause:

(a) Donor shall refrain from all conduct that would bring Donor into public disrepute. Such behavior includes (but is not limited to):

(i)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 or image of the RPL

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

(b) Any violation of this section shall be a default under this Agreement and cause for immediate termination.

8.4 Non-Discrimination. During performance of this Agreement no Parties shall 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, all Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

8.5 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; (ii) is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, classified as a public charity and eligible for charitable tax deductions under Section 170(b)(1)(A)(ii) as an educational organization; (iii) until the Donation is paid to 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 as represented herein, or make untrue or incorrect any of the representations or warranties in this Agreement; (iv) Foundation's rights and obligations under this Agreement, including Foundation's right to receive the Donation, may not be assigned, transferred or hypothecated by them to a successor organization which qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; and (v) all representations and warranties made by Foundation herein shall be deemed to be continuing.

8.6 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; (iii) the terms of this Agreement are binding on Donor's respective successors in interest, representatives, assigns, heirs, administrators, or executors; and (iv) all representations and warranties made by Donor herein shall be deemed to be continuing.

8.7 Venue And Attorneys' Fees. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement 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 Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each Party shall bear the cost of its own attorneys' fees.

8.8 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

8.9 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings or agreements of the parties. No Party has been induced to enter into this Agreement by any other Party, and no Party is relying on any representation or warranty outside those expressly set forth in this Agreement.

8.10 Interpretation. Parties acknowledge and agree that this Agreement 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 Agreement.

8.10.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

8.10.2 This Agreement 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 Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date first written above.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By:_____
City Manager

_____
Date

ATTESTED TO:

By:_____
City Clerk

_____
Date

APPROVED AS TO FORM:

By: Anthony Beaumont
Sr. Deputy City Attorney

_____
Date

RIVERSIDE PUBLIC LIBRARY FOUNDATION,
a California not-for-profit corporation

By: Quint Tarant
President

1/30/2023
Date

By: John Hall
Chief Financial Officer

1/30/2023
Date

DONOR, an individual(s)/corporation/ Partnership/association

By: Gary M. Christmas
Name

1/26/2023
Title/Date

By: Kathleen M. Christmas
Name

1/26/23
Title/Date

CA# 20-0395 BSM 2/9/22