

**Memorandum of Understanding between the City of Riverside and
the Dosan Ahn Chang Ho Memorial Foundation of the Americas
to Explore a Korean-American Citrus Heritage Park**

This Memorandum of Understanding (“MOU”) is entered into this ___ day of ____, 2023 (“Effective Date”), by and between the City of Riverside, a California charter city and municipal corporation (“City”), and the Dosan Ahn Chang Ho Memorial Foundation of the Americas, a California non-profit corporation (“Foundation”) (hereafter referred to as a “Party” or collectively as “Parties”).

Recitals

- A. The purpose of this MOU is to establish the terms and conditions under which the Parties will explore a Korean-American Citrus Heritage Park in the City.
- B. The citrus industry is an important part of the City’s history. Agriculture continues to have enduring positive impacts on the City and the region, including open space, natural resources, economic benefits, jobs, and quality of life. Riverside would not be the same without its citrus heritage.
- C. Dosan Ahn Chang Ho worked in the California citrus industry in the City and was a pioneering member of Riverside’s Korean-American community and the nation’s first Koreatown (Chang & Brown, 2018, Pachappa Camp: The First Koreatown in the United States), which were associated with the citrus industry.
- D. The Foundation is a non-profit corporation devoted to commemorating Dosan Ahn Chang Ho’s democratic leadership, and the pioneering spirit of historic Korean immigrants. The Foundation proposes a Korean-American Cultural Citrus Heritage Park in the City commemorating Dosan Ahn Chang Ho (the “Dosan Center”) to contribute to the local community and Korean-Americans through education and promoting ties among Korean people all over the world.
- E. The Parties desire to preserve and commemorate that part of the City’s history, and to share it with the public for educational and cultural purposes.
- F. The City, through Riverside Public Utilities, owns properties inside the boundaries of the Citrus Heritage State Park (Assessor’s Parcel Numbers 238190003, 271040001, and 21040032) (the “Proposed Site”), which both Parties believe could be an appropriate location for a Korean-American Citrus Heritage Park and the Dosan Center (together, the “Project”).

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. The Foundation will use its best efforts to obtain financial support for the Project. The Foundation shall be responsible for construction, maintenance, and operation of the Dosan Center in the City.

2. The City agrees to support the Foundation in its efforts, and to work cooperatively to make the Property available for the Project, subject to all laws and regulations, including those addressing land use, and disposition of City- and Utility-owned land.
3. If the Proposed Site is not deemed suitable by either party, the Parties agree to identify other potential sites ideally near the Citrus Heritage State Park.
4. The initial term of this MOU shall commence on the Effective Date and continue for twelve (12) months thereafter, renewing automatically on each anniversary. Either Party, upon thirty (30) days written notice to each other, may terminate this MOU at any time, for any or no reason.
5. The Foundation shall operate under its own seal and logotype and shall not use the City's seal or other identifying marks in the promotion of its business and activities.
6. For the purposes of the administration of this MOU, including all notices, the points of contact for the Parties shall be as follows:

City of Riverside, Office of the Mayor

Dosan Ahn Chang Ho Memorial Foundation of the Americas

International Relations Advisor
Riverside City Hall
3900 Main St
Riverside, CA 92501

David Kwak, President
3435 Wilshire Blvd
Suite 2350
Los Angeles, CA 90010

7. The Parties' relationship arises entirely from 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 the MOU, the Foundation, and the Foundation's directors, officers, employees, subcontractors, and agents, shall act in an independent capacity and not as officers or employees of the City. 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 the Foundation, or the Foundation's employees, subcontractors, and agents.
8. This MOU may be modified or amended only by mutual written amendment.
9. Any action or 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 sitting in the City of Riverside, 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 a 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.
10. Each provision, term, condition, covenant, and/or restriction in whole or in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant, or restriction, in whole 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 or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

11. The individuals executing this MOU, and the instruments referenced herein on behalf of the Parties, each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

12. This MOU constitutes the final, complete, and exclusive statement of the terms of the understanding between the Parties pertaining to the subject matter of this MOU and supersedes all prior and contemporaneous understandings or MOUs of the Parties, whether written or oral or otherwise. Neither Party has been induced to enter this MOU by, and neither Party is relying on, any representation or warranty outside those expressly set forth in this MOU.

13. The 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.

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____

City Manager

DOSAN AHN CHANG HO MEMORIAL FOUNDATION OF THE AMERICAS, a California nonprofit

By: _____

President of Foundation

Attest: _____

City Clerk

Approved to as Form

By: *Audrey Beaumont*

Senior Deputy City Attorney