

Attachment-2

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERSIDE AND THE RIVERSIDE PUBLIC LIBRARY FOUNDATION

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 20__ (“Effective Date”), by and between the City of Riverside, a California charter city and municipal corporation, acting through the Riverside Public Library (“RPL”), and Riverside Public Library Foundation, Inc., a California non-profit corporation (“Foundation”) (hereafter referred to collectively as “Parties”).

RECITALS

- A. WHEREAS, the objective of this MOU is to establish the standards, terms, and conditions under which the Parties will collaborate to implement the Riverside Public Library Foundation’s Literacy Legacy Program for the benefit of the Riverside Public Library; and
- B. WHEREAS, the Riverside Public Library Foundation was formed as a non-profit corporation on July 26, 1997, for the purpose of raising funds to ensure the continued excellence of public library services for all City of Riverside residents.
- C. WHEREAS, consistent with its purpose, the Foundation has created the Literacy Legacy Program to support the future development and sustainability of Riverside Public Library’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, specifically by soliciting donations from donors, in consideration they will be given naming rights to specified Riverside Public Library spaces, facilities, buildings, etc.; and
- D. WHEREAS, the goal of the Literacy Legacy Program is to raise \$10 million over the next five years to support and sustain the Riverside Public Library; and
- E. WHEREAS, RPL agrees to work with the Foundation in the receipt and organization of this support.

NOW, THEREFORE, the Parties hereto agree as follows:

1. PURPOSE. Parties shall use their best efforts to arrange financial support for the Riverside Public Library by way of implementing the Literacy Legacy Program, the scope of which is attached hereto as **Exhibit “A”** and incorporated herein by reference, to help fund the Parties’ collective vision of expanding Riverside Public Library spaces for imagination, discovery, and connections by providing books, digital resources, technology, adult and family literacy programs, classes/programs for all ages, innovation centers, and

Attachment-2

spaces for community gathering. These gift funds are to be used to supplement and expand programs and services and not to take the place of city funding for RPL programs.

2. TERM. This MOU will be effective from the Effective Date and shall remain in effect for five years and may be extended by mutual written agreement of the Parties. Either Party upon thirty (30) days' written notice to the other Party may terminate this MOU.

3. DEFINITIONS.

- 3.1 General. The definitions set forth in the above recitals shall apply to this Agreement unless indicated otherwise.
- 3.2 Director. "Director" shall mean the Director of the Riverside Public Library.
- 3.3 Funds. "Funds" shall include Gifts, Grants, and any other contributions given to the Foundation by donors, or subsequently to RPL by the Foundation, for the benefit of the Riverside Public Library.
- 3.4 Gift. "Gift" shall mean a donation, monetary or in-kind, in which nothing of significant value is expected from the Foundation or RPL in return.
- 3.5 Grant. "Grant" shall mean a donation in which some specified statement of work or other condition, such as matching funds, is required of RPL.
- 3.6 Policies. "Policies" shall mean the policies set by the City Charter, the City Municipal Code, the City Administrative Manual, and any other rules set by ordinance or resolution, as may be amended from time to time.

4. THE FOUNDATION'S RESPONSIBILITIES.

- 4.1 Fundraising. The Foundation shall plan and execute comprehensive fundraising programs as part of the Literacy Legacy Program and create an environment conducive to increasing levels of financial support for the Riverside Public Library through Donations and Gifts, both in-kind and monetary, Grants, or other contributions, consistent with the mission and priorities of RPL.
- 4.2 Grants. The Foundation shall not accept a Grant, except in special circumstance wherein RPL has approved such application in accordance with Policies.
- 4.3 Restrictions on Funds. The Foundation shall obtain the written approval of the Director before applying for or accepting any Funds with restrictions. The Director reserves the right to refuse such approval for any reason, without explanation. The Director's approval shall not be deemed to bind the City to any requirement or obligation under the Grant.

Attachment-4

- 4.4 Designation of Funds. The Foundation shall clearly designate Funds as restricted, as well as disclose any terms, conditions, or limitations to the Funds, including but not limited to, allowable and disallowable expenses in the use of such Funds.
- 4.5 Transfer of Funds. The Foundation shall establish a clear process by which only the City, through RPL, may apply for use of the Funds. As the primary depository of Funds, the Foundation shall transfer Funds in compliance with applicable laws, Policies, and Gift agreements if applicable.
- 4.6 Management of Funds. The Foundation shall be responsible for the control and management of all assets of the Foundation, including the prudent management of all donations consistent with donor intent.
- 4.7 Data and Records. The Foundation shall maintain thorough and accurate records of all donations, including donor information, all restrictions on Funds, and requests for public acknowledgment. The Foundation shall provide RPL access to such data and records, as requested by RPL.
- 4.8 Corporate Operation. The Foundation shall be responsible for the performance and oversight of all aspects of its operations, as well as the employment, compensation, and evaluation of all of its agents.
- 4.9 Administrative Fee. All incoming Funds will be assessed an administrative fee of up to 6% by RPLF. This fee will help cover expenses associated with the Literary Literacy campaign: gift acceptance processes, naming signage, and gift fund administration (e.g., accounting, auditing, reporting, and investment management).

5. RPL'S RESPONSIBILITIES.

- 5.1 Communication of Mission. Director shall be responsible for communicating RPL's priorities and long-term plans for the Riverside Public Library to the Foundation and to the public, including but not limited to, the restoration plans and programming plans for the Riverside Public Library facilities.
- 5.2 Fundraising Support. RPL shall use its best efforts to work collaboratively with the Foundation to provide marketing support.
- 5.3 Updates. Director shall provide regular updates to the Foundation regarding the condition of the Riverside Public Library facilities and its immediate physical needs.
- 5.4 Compliance with Restrictions. RPL shall use Funds in accordance with all applicable restrictions imposed by the Foundation when providing the Funds to RPL.
- 5.5 Recordkeeping. RPL shall maintain a thorough accounting of all received Funds.

Attachment-4

6. **CITY SEAL.** The Foundation shall operate under its own seal and logotype and shall not use the City's or RPL's seal or other identifying marks in the promotion of its business and activities.
7. **NOTICES/POINTS OF CONTACT.** For purposes of the administration of this MOU, including all notices, the points of contact for the Parties shall be as follows:

Riverside Public Library
Riverside Main Library
3900 Mission Inn Avenue
Riverside, CA 92501

Riverside Public Library Foundation
P.O. Box 349
Riverside, CA 92502

8. **NO AGENCY RELATIONSHIP.** Parties have a relationship based entirely on, and defined by, the express provisions of 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 this MOU, the Foundation, and Foundation's employees, subcontractors, and agents, shall act in an independent capacity and not as officers or employees of the City of Riverside. 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 Foundation, or to Foundation's employees, subcontractors, and agents. The Foundation shall be responsible for any and all taxes that apply to the Foundation as an employer.
9. **AMENDMENTS.** This MOU may be modified or amended only by an amendment to this MOU, agreed to by both Parties in writing.
10. **VENUE AND ATTORNEYS' FEES.** Any action at 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 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 MOU or to recover any damages for and on account of the 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.
11. **SEVERABILITY.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/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 and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

Attachment-4

12. **AUTHORITY.** The individuals executing this MOU and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.
13. **ENTIRE AGREEMENT.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous agreements, understandings, or MOUs of the parties. Neither party has been induced to enter into this MOU by and neither party is relying on any representation or warranty outside those expressly set forth in this MOU.
14. **INTERPRETATION.** 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.
 - 14.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.
 - 14.2 This MOU 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 MOU.

[SIGNATURES ON FOLLOWING PAGE]

Attachment-4

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

CITY OF RIVERSIDE, a California
municipal corporation and charter city,
by and through the RIVERSIDE
PUBLIC LIBRARY

RIVERSIDE PUBLIC LIBRARY
FOUNDATION,
a California non-profit corporation

By: _____
City Manager

By: *June Toranzo*
President

Date

5/10/2022
Date

By: _____
Library Director

By: *Jim Hutz*
Chief Financial Officer

Date

5/11/2022
Date

Attest: _____
City Clerk

By: *Ann H. Corneale*
Secretary

Date

5-10-2022
Date

Approved as to Form:

By: *Susan Wilson*
Deputy City Attorney

Date

Attachment-4

EXHIBIT A – LITERACY LEGACY PROGRAM BROCHURE



Riverside Public Library Foundation

Literacy Legacy Program



The Design of the New Riverside Main Library

Riverside is deservedly proud of its long distinguished history and its eclectic robust architectural legacy. While carrying forward these traditions, principal architects Steve Johnson and Jim Favaro of Johnson Favaro designed a library that is contemporary in plan and conception – a vital modern institution abreast of all technological developments and a symbol of advancement and learning. It creates a landmark befitting of our time, continuing the traditions but also reflecting contemporary aspiration in a way that is commensurate with the contributions of the early 20th century city pioneers.

The exterior design of the new Riverside Main Library is inspired by a wide range of California architectural styles – Spanish Colonial Revival, Moorish Revival, Spanish Gothic, Renaissance Revival. These varied influences include The Mission Inn itself in its use of cast-in-place concrete as well as its inspiration of Mission Revival; the California Missions in the use of white plaster surfaces, both dramatic and simple, that when curved against the California sky, reflect the intense heat of the southwestern sun; the historical and easily recognized arch and balloon vault form – thousands of years old, yet found in the Missions in the late 18th Century, in the neighboring Fox Theater of 1929, in the designs of the Mid-20th-Century architect Irving Gill, in Eero Saarinen's TWA Terminal at JFK Airport – that give shape to the windows and the ceiling; and the marble print porcelain tile that faces historic Mission Inn Avenue that gives the material substance at once ancient (shared by civic architecture for thousands of years) and yet bold and modern in expression.

In the interior of the Library, rich reds, golds, greens, and ochres from ancient times and cultures enliven walls, porcelain, and art. The Children's Space walls and ceilings are at once a colorful marketplace in Guadalajara, a tribute to the mid-century artist Josef Albers, and a little bit of Pompeii thrown in for good measure. A light fixture over the storyline area recalls carnival rides or festival lighting – an homage to Riverside's Festival of Lights.

From a high vantage point, library patrons will see the extraordinary environs of Riverside. The 3rd- and 4th-floor areas offer astonishing views of the city spreading north towards the San Gabriel and San Bernardino mountain ranges and west to the local landmark Mount Rubidoux. Four large boulders common to the Santa Ana River basin are imbedded in the 3rd-floor outdoor reading terrace, pieces of local terra firma upon which to perch.

The forms of the new library are both time-honored and forward looking for this generation of those living and growing up in Riverside and will create a landmark appropriate of our time – continuing the traditions, yet reflecting today's hopes and ambitions.



Join the Literacy Legacy

The **Riverside Public Library** is the cultural and learning center for the community – encouraging the joy and wonder of reading, the wisdom of diverse ideas, and the power of lifelong learning.

Library services are provided at eight locations throughout the City with new technologies, meeting areas for small and large groups, and captivating children's spaces. On average each year, more than 500,000 customers visit the Library. They learn new technologies, sing and dance in storytimes, apply for work via computers. They borrow more than 500,000 items, (including nearly 44,000 digital materials), participate in 1,700 programs, and have visited the library website more than 3.5 million times.

The **Riverside Public Library Foundation is creating** the LITERACY LEGACY Program to support the future development and sustainability of our state-of-the-art libraries.

LITERACY LEGACY will advance our collective vision of expanding spaces for imagination, discovery, and connections by providing these materials and services:

- Books**
(more best sellers and children's books)
- Digital Resources**
(e-book, e-audiobooks, e-reference materials)
- Technology**
- Adult and Family Literacy Programs**
- Classes/Programs for all ages**
- Innovation Centers**
- Spaces for Community Gathering**

Attachment-4

The LITERACY LEGACY PROGRAM

The goal of the Literacy Legacy Program is to raise \$10 million over the next five years to support and sustain the Riverside Library, ensuring its excellence for Riverside citizens. You can make a lasting gift and become part of this program in two ways over the five-year period:

You can put your name, or the name of a loved one, on one of the prominent spaces in the new Main Library

OR

You can put your name, or the name of a loved one, on the Legacy Wall (\$1,000 or \$2,500)

(see the following pages for spaces and amounts)

Please see the forms at the back of this brochure for how to participate.

DOUBLE YOUR DONATION with your company's matching gift program. Receive full donor credit for both your pledged amount and the amount of our company's match. If your company has a matching gift program, please include this on the enclosed pledge form.

For ongoing updates on the Literacy Legacy Program and answers to frequently asked questions, please visit our website: riversidelibraryfoundation.org



In an interior, large, whimsical space, the Storytime Area invites reading and learning together in cheery comfort.



The Oculus Rift Virtual Reality Station, 3-D printers, a sound recording booth, iMac desktops, and the Young Adult book collection in the Innovation Center inspire aspiration and creativity.



Illuminated globe and a vintage table from Riversid e's original Carnegie Library (1902) add elegance to this 12-seat reading/meeting space.



With views to the north and south, the fourth-floor Adult Collections space offers non-fiction, fiction, large-print, and Spanish books and materials.



The Marketplace is the distinctive entry to the library featuring new books, self-check-out machines, laptop kiosks, and a grand piano.

Join the Literary Legacy -- on the Donor Wall



Join the Literary Legacy -- by Naming a Prominent Space in the Main Library

SPACE	AMOUNT	SQUARE FEET
Marketplace	\$1,000,000	1,334
Children's Library	\$1,000,000	2,260
Adult Collections	\$1,000,000	3,466
Community Room	\$750,000	1,902
Reading Room (Third Floor)	\$750,000	2,132
Terrace	\$650,000	1,500
Innovation Center	\$500,000	1,216
Friends of the Library Book Store	\$300,000	830
Storytime Area	\$300,000	810
Early Learning Corner	\$300,000	750
Carnegie Reading Room	\$250,000	550
Conference Room	\$150,000	364
Staircase	\$100,000	
Study Room A--8 person	\$75,000	194
Elevator (3)	\$75,000	
Study Room B- 5 person	\$50,000	120
Study Room C--5person	\$50,000	120
Soundbooth	\$50,000	
Stacks: 23 Children's	\$5,000	
Stacks: 4 Innovation Center/Marketplace	\$7,500	
Stacks: 14 Adult	\$10,000	
Donor Wall	\$2,500-\$1,000	

Riverside Public Library • 3900 Mission Inn Avenue, Riverside 92501

The Riverside Public Library Foundation raises funds to ensure the excellence of public library services for City of Riverside residents

Since 1997, the Foundation – thanks to the generosity of Riverside individuals and businesses and foundation grants – has raised more than \$1.8 million, providing enhancements to library services that otherwise would not have been possible.

Because of the Foundation's wonderful donors and supporters, the Library currently offers these programs and services:

The Annual SUMMER READING PROGRAM

Works of art, the fountain and amphitheater at the SSgt Salvador J. Lara Casa Blanca Family Library

The Martin Luther King, Jr., Special Collection

The Veterans' Oral History Project

The HEALTH LITERACY Collection

BOOKS for the collections: best sellers, books for children, hundreds of new books for the Orange Terrace Library; books to support the EARLY LEARNING programs

The PLAY AND LEARN ISLANDS, with manipulatives and STEM activities

The system-wide POLARIS INTEGRATED LIBRARY SYSTEM (ILS)

MAKERSPACE – high-tech equipment for creativity and innovation

TOYS-TO-GO, the toy-lending library in each of the 8 library branches

SELF-SERVICE KIOSKS - in each library branch

The automated LAPTOP CHECKOUT STATION in the Main Library

E-BOOKS, E-AUDIOBOOKS, and digital licenses for all library patrons

Past Programs offered by the Library:

Computers provided at low cost to families who together learn computer skills at the library

The STORYMOBILE – serving day-care programs in the City

The EARLY LEARNING PROGRAM for ages 0-5 and their caregivers

On-line homework help for grades K-8

The TEEN SPACE in the Main Library

The Riverside Public Library Foundation Board - 2021

The Foundation raises funds through annual community donations, fundraisers, permanent restricted and unrestricted endowments, major and planned gifts, endowed collections, honorary and memorial gifts and securing grants. All grants received are passed through 100% to the Library; additional fundraising covers all administrative expenses.

The volunteer Board makes all decisions related to the Foundation. The only paid staff is a part-time assistant who performs the day-to-day work of the Foundation. This arrangement makes it possible to give directly to the Library the overwhelming majority of the total funds raised. (See our annual report at riversidelibraryfoundation.org)

Board members make an annual meaningful financial contribution to the Foundation and positively promote the Riverside Public Library and the Foundation to the City Council and to the community.

Funds raised from this campaign will supplement but not take the place of City funding for the Library.

2021 Board Members

Susan Toscano, President

Julie Hartwigsen, CFO

Irene Conable, Secretary

Judith Fish, Immediate Past President

Brian Federici

Linda Itzen

Ai Kelly

Eric LaNier

Marsha Loveridge

Barbara Purvis

Susan Rainey

Georgia Renne

Cheryl Sautter-Konyn

Barbara Shackelton

John Wahlin

Steven Ybarra

Members Emeriti

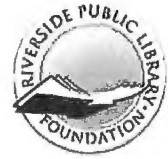
Henry Coil

Wendell Tucker



Riverside Public Library Foundation

Literacy Legacy Program



PROMINENT SPACE PLEDGE FORM

I/WE want to take the opportunity to create a Literacy Legacy BY NAMING A PROMINENT SPACE in the New Main Library

I wish to place my/our name on the _____ Space for \$ _____ *

I wish to pay in one lump sum:

Enclosed is a check in the amount of \$ _____ (Payable to the Riverside Public Library Foundation)

Full payment of this pledge will be completed within 6 months of the execution of the Donation and Naming Rights Agreement.

I wish to pay in up to 5 consecutive annual installments. Pledge payment periods may be up to 5 consecutive years with the first payment scheduled within 6 months of the execution of the Donation and Naming Rights Agreement. (A Board member will contact you with the Agreement if you mark this box.).

Yes, my employer has a Matching Gift Program. Please contact me for details.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (_____) _____

Email _____

The name(s) I/We would like to appear on the space and in printed materials:*

Please print one character per space, please leave a blank space to indicate breaks between names.

SIGNED _____ DATE: _____

The Donation and Naming Rights Agreement with RPLF and the City of Riverside will be sent to donors under separate cover.

Please mail this form to:
The Riverside Public Library Foundation
P. O. Box 349
Riverside, CA 92502-0349
Your donation is tax deductible. Tax ID # 33-0780130

For more information, please contact:
Barbara Shackelton, Chair, Naming Campaign
951-318-1060 barbara.shackelton@gmail.com

* The Foundation and the City of Riverside reserve the right to approve the pledge/gift and the naming.

Riverside Public Library Foundation

Literacy Legacy Program



DONOR WALL PLEDGE FORM

I/WE want to take the opportunity to create a Literacy Legacy ON THE DONOR WALL in the New Main Library

(Please check one)

\$1,000 \$2,500 *(Names will appear larger for the larger amount.)*

Enclosed is a check in the amount of \$ _____ *(Payable to the Riverside Public Library Foundation)*

Please charge my credit card Visa Master Card

Credit Card Number _____

Billing Zip Code _____ Exp date _____ Security Code _____

Signature for Credit Card Charge _____

Yes, my employer has a Matching Gift Program. Please contact me for details.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (_____) _____

Email _____

The name(s) I/We would like to appear on the space and in printed materials:*

Please print one character per space, please leave a blank space to indicate breaks between names.

SIGNED _____ DATE: _____

Please mail this form to:
The Riverside Public Library Foundation
P. O. Box 349
Riverside, CA 92502-0349
Your donation is tax deductible. Tax ID # 33-0780130

For more information, please contact:
Barbara Shackelton, Chair, Naming Campaign
951-318-1060 barbara.shackelton@gmail.com

* The Foundation and the City of Riverside reserve the right to approve the pledge/gift and the naming.