

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OCEANSIDE AND THE OCEANSIDE PUBLIC LIBRARY
FOUNDATION**

This Memorandum of Understanding ("MOU") dated March __, 2026 for identification purposes is made by and between the City of Oceanside, a California municipal corporation ("City") and the Oceanside Public Library Foundation, a California non-profit corporation ("Foundation").

Recitals

WHEREAS, the City is a California charter city and operates the Oceanside Public Library under the provisions of Title 1, Division 1, Part 11, Chapter 5 of the California Education Code (sections 18900 *et seq.*);

WHEREAS, the Foundation is a 501(c)(3) nonprofit established in 2003 to receive and administer gifts, donations, and fundraising that go directly to the Oceanside Public Library and to ensure its continuing excellence by enhancing facilities, services, and collections for present and future generations of Oceanside residents;

WHEREAS, the City, as buyer, has entered a Purchase and Sale Agreement with Larry W. Hatter and Cathleen E. Hatter, Co-Trustees of the Hatter Family Trust, dated December 14, 1986 ("Seller") to purchase certain real property located at 615 Mission Avenue, Assessor's Parcel Number 147-281-01 ("Property");

WHEREAS, the Seller requires, as a condition of the City's purchase of the Property, that the Property be used for public library purposes, and the Foundation is prepared to contribute funds to the City for improvements to the Property to facilitate its use for and in support of public library purposes;

WHEREAS, the City is willing to commit to use the Property for public library purposes for a period of fifty-five (55) years following the City's acquisition of the Property, as more fully set forth herein; and

WHEREAS, the City and the Foundation wish to set forth their mutual understanding of their respective requirements and expectations regarding the City's acquisition and use of the Property and the Foundation's contributions and commitments toward such use.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City and the Foundation agree as follows:

Agreement

1. Improvements and Initial Use of Property. Upon close of escrow for the purchase of the Property, the City will commence improvements to the Property in preparation for (i) use by the Friends of the Oceanside Public Library ("Friends") for a bookstore on a portion of the main floor and for a book storage and sorting facility on the basement level, and (ii) the relocation of the City-operated READS Learning Center to the Property.
2. Monetary Contribution from Foundation. Within thirty (30) days after close of escrow for the purchase of the Property, the Foundation will provide the sum of five hundred thousand dollars (\$500,000) to the City, to help offset initial improvements to the Property described in Paragraph 1.
3. Use of Property. For fifty-five (55) years following close of escrow for the purchase of the Property ("Term"), the City will use the Property for or in support of public library purposes, as described in and subject to California Education Code sections 18900 *et seq.*, as those statutes may be amended. Such purposes include but are not limited to providing free, equitable access to information, education, and enlightenment for all people, regardless of background. During the Term, the City's use of the Property will be in support of the Oceanside Public Library's function as a community-based, non-censored hub for learning, research, and resource sharing, serving to advance knowledge, support literacy, and provide safe, inclusive spaces.
 - a. The parties agree that use of the Property by the Friends for a bookstore and storage and by the Oceanside Public Library for the READS Learning Center, as described in Paragraph 1, above, constitutes use of the Property for or in support of public library purposes. The parties further agree that use of the Property for or in support of public library purposes may also include library staff training, administration and office space, as well as public classes, events and community meetings sponsored or organized by the Oceanside Public Library.
 - b. In the event the Property is no longer being used, in whole or in part, by library services or programs during the Term, the City may rent the Property at fair market rates for non-library purposes, provided that any net revenue from such rental, after deduction of applicable operating expenses and reserves, is allocated to support the Oceanside Public Library.
 - c. Use of the Property during the Term may also include other non-library purposes if and as approved in writing by the Foundation Board as documented by meeting minutes.
4. Naming Rights. During the Term and subject to the City's review and approval, the Foundation shall have the right to name the Property and the right to design the building signage for the Property. Notwithstanding the foregoing, signage for the Property shall comply with all applicable laws, including Article 33 of the

Oceanside Zoning Ordinance. There shall be no financial gain or exchange of funds payable to the Foundation allowed for such rights from any donor or third party seeking the ability to control these rights.

5. Damage/Destruction of Property. Nothing in this MOU shall impose an obligation on the City to rebuild or restore all or a portion of the Property in the event of damage or destruction of the Property or improvements thereon, due to any cause, including but not limited to fire, flood, wind, earthquake or other natural disaster or hazard. Should the City elect to rebuild or restore the improvements on the Property following such damage or destruction, any expansion beyond the square footage of the existing improvements shall not be subject to this MOU.
6. Remedies/No Money Damages. In the event of a breach of this MOU by either party, the aggrieved party's sole remedy shall be rescission of this MOU and restitution of the consideration provided and described in Paragraphs 2 through 4, above, as applicable. In such case, this MOU shall be of no force or effect, and neither party shall have any further rights or obligations hereunder.
7. Dispute Resolution. In the event of a dispute regarding the use of the Property or any other matter covered by this MOU, the parties agree to negotiate in good faith to settle the dispute. If the dispute cannot be resolved through good-faith negotiations, the parties shall attempt to resolve the dispute through a neutral third-party mediator before pursuing litigation. The cost of such mediation shall be borne equally by the parties.
8. No Agency. Nothing in this MOU shall be construed to authorize either party to act on behalf of the other party as an agent, or to bind the other party to any obligation whatsoever, unless specifically authorized in writing by the other party. Each party shall be solely responsible for the actions of its employees, agents, and volunteers under this MOU.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this MOU by setting hereunto their signatures on the dates set forth below.

OCEANSIDE PUBLIC LIBRARY FOUNDATION CITY OF OCEANSIDE

By: _____

By: _____

Jonathan Borrego, City Manager

Name: _____

Title: _____

Date: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Name: _____

City Attorney

Title: _____

Date: _____