

October 15, 2020

21-063

APPROVE NAMING OF THE PORTLAND COMMUNITY
COLLEGE SOUTHEAST LIBRARY THE NAITO FAMILY
LIBRARY

PREPARED BY: Teri Patapoff, Major Gifts Officer, PCC Foundation
Ann Prater, Executive Director, PCC Foundation

FINANCIAL
RESPONSIBILITY: Ann Prater, Executive Director, PCC Foundation

APPROVED BY: Mark Mitsui, President

REPORT: This summer Anne Naito pledged \$1,000,000 to create a PCC Foundation endowment to support the Pathway to Opportunity program. At the time, this was the largest cash gift in the history of the Foundation.

\$500,000 of this \$1,000,000 gift has been received, with the balance due by the end of 2020. In honor of this generous gift, and in recognition of the Naito family's leadership and legacy in the Pacific Northwest, the PCCF Board of Directors recommends that the College name the PCC SE Library the *Naito Family Library*, with physical naming occurring after final gift is received.

RECOMMENDATION: That the PCC Board of Directors approve naming the SE Library the Naito Family Library.

The Naito Family Naming Agreement

This Agreement, dated this 15th day of October, 2020, is approved by Portland Community College (hereinafter "College"), who, in consideration of the gifts as described below, agree as follows:

Whereas, Anne Naito-Campbell, the Donor, has made an extraordinary leadership gift to the Portland Community College Foundation for the creation of an endowed fund, and

Whereas, the PCC Foundation is using the proceeds of this gift to support PCC's Pathways to Opportunity initiative, and

Whereas, the College wishes to publicly recognize and honor the Donor for this significant, and now

THEREFORE, the parties do hereby agree as follows:

1. **Description of the Gifts.** The Donor has pledged \$1,000,000 to establish an endowed fund.
2. **Criteria.** As established and executed, as of June 2020, this endowment may be used to pay for Pathways to Opportunity expenses such as staffing, student scholarships, and equipment or for special purposes as recommended by the College President.
3. **Donor Recognition/Naming of Space.** Portland Community College and the Donor agree that in recognition of the Donors' generous gift that the Library on the PCC Southeast campus will hereafter be named the Naito Family Library.
4. **Duration.** If during the useful life of the space, the Southeast Campus Library building is transferred or conveyed from the College, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded or modified; relocated or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Board of Directors and College, will have the right, for no additional payment, to have another available and equivalent College facility named after the Donor. Additionally, should this occur, PCC will attempt to notify the donor or her descendants regarding this change.
5. **Signage and Appearance of Name.** The signage bearing the Naito Family's name shall be mounted on the exterior front of the library with lettering mounted on the front of the existing awning over the main entrance. Information regarding the donor and her generous gift will be shared inside the library building on a plaque, framed poster, or similar recognition piece, created by the PCC Foundation and PCC.

6. **Right of Use/Publicity.** The Donor grants the College and the Foundation the full and complete rights to use the Name for all purposes related to the Portland Community College. For purposes of publicizing the Gift and the Naming, the College and Foundation will have the right to photograph the Donor, and use the names and images of the Donor and/or Honoree in photographic, audiovisual, digital or other form of medium that describe the College and Foundation's fundraising, marketing and educationally-related activities.

7. **Donor Conduct.** In the unlikely event and at any time following the approval of the naming, circumstances change substantially so that the continued use of the Name chosen by the Donor may compromise public trust or negatively impact the image, mission or reputation of the College, the College may consult or seek advice from legal counsel regarding future action and potential name removal.

If termination of the Naming and this agreement occurs, the Board, College and Foundation shall have no further obligation or liability to the Donor and shall not be required to return any portion of the gift already paid. The Board, however, may in its sole discretion determine an alternative recognition for the portion of the gift already received. Further, the Foundation in its sole discretion will determine the use of gift proceeds so that it honors the original intent of the Donor.

8. **Governing State Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

9. **Binding Agreement.** All of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against all parties hereto and their respective successors, assigns, executors, agents, administrators, heirs, devisees and legatees.

Anne Naito-Campbell, Donor	Date
Mark Mitsui, President, Portland Community College	Date
Mohamed Alyajouri, Board Chair, Portland Community College	Date
Ann Prater, Executive Director, PCC Foundation	Date