OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: September 8, 2021
SUBJECT: Naming Buildings & Capital Assets

Mr. Garrett C. Yee and Ms. Maria Yee (the “Donor”) wish to support Ohlone College by providing a gift of fifty thousand dollars ($50,000) to the Ohlone College Foundation (the “Gift”). In recognition of the Gift, the rear study area of the fifth (5th) floor of the Learning Commons Building shall be named the “Garrett & Maria Yee Bayview Lounge”. This area is outlined in red in Exhibit A of the Gift Agreement.

RECOMMENDATION

The Superintendent/President recommends the naming of the rear study area of the fifth (5th) floor of the Learning Commons Building in recognition of Gilbert and Maria Yee.
This Gift Agreement dated the 26th day of July, 2021.

Between:

Garrett & Maria Yee

(the “Donor”)

And

Ohlone College Foundation

(“Foundation”)

on behalf of the Ohlone Community College District,

for the naming rights to the
the rear study area of the fifth (5th) floor of the Learning Commons Building

1. Intent

The Donor wishes to support the Ohlone College Foundation Institutional Endowment Fund (IEF) by providing a gift of fifty thousand dollars ($50,000) to the Foundation through an eight-year commitment (the “Gift”). The initial $10,000 of the Gift will be transferred from the Yee Family Fund (88.70880). The remaining $40,000 will be paid in $5,000 installments annually, beginning in 2021. In recognition of the Gift, the Foundation will name the rear study area of the fifth (5th) floor of the Learning Commons Building.

2. Reminders

The Foundation will send a Gift payment reminder to the Donor one (1) month before each remittance date (if applicable). Payments are to be made to the Ohlone College Foundation, 43600 Mission Blvd., Fremont, CA 94539, Attention: Executive Director.
Eight-Year Donation Pledge:

Year 1 (2021) - $10,000 transferred from the Yee Family Fund (88.70880)
    - $5,000 donation
Year 2 (2022) - $5,000 donation
Year 3 (2023) - $5,000 donation
Year 4 (2024) - $5,000 donation
Year 5 (2025) - $5,000 donation
Year 6 (2026) - $5,000 donation
Year 7 (2027) - $5,000 donation
Year 8 (2028) - $5,000 donation

3. Recognition

Subject to the Donor meeting the obligations under this Agreement and in recognition of the Gift, the Foundation shall name the rear study area of the fifth (5th) floor of the Learning Commons Building, as outlined in red in Exhibit A of this agreement, the “Garrett & Maria Yee Bayview Lounge”. The Donor authorizes the Foundation to publicly report or publicize the gift. The content and placement of the signage shall be determined by the Ohlone Community College District. Part of the Gift may be used towards donor recognition and signage costs. Naming rights shall be for the functional lifetime of the building.

4. Change of Circumstances

If during the useful life of the Facility, the Facility 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 Ohlone College Foundation Board of Directors and the Ohlone Community College District, will have the right, for no additional payment, to have another available and equivalent college facility named after the Donor.
5. **Miscellaneous**

The Agreement is between the Donor and the Foundation, and cannot be assigned by the Donor without prior written consent of the Foundation.

This Agreement may be amended by mutual consent, in writing, of the Foundation and the Donor.

This Agreement is subject to final approval by the Ohlone College Board of Trustees.

In accordance with the Ohlone College Foundation Stewardship Fee policy, a one-time 5% stewardship fee may be assessed from the Gift.

6. **Termination of Naming**

In addition to any rights and remedies available at law, the Ohlone College Foundation Board of Directors may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

(a) In the event of any default in payment of the Gift as provided in this Agreement, or

(b) In the unlikely event the Ohlone College Foundation Board of Directors determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission, or integrity of the Ohlone Community College District and/or the Ohlone College Foundation.

Upon any such termination of this Agreement and/or the Naming hereunder, the Ohlone College Foundation and the Ohlone Community College District shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid.
The Ohlone College Foundation sincerely appreciates and acknowledges the commitment of Garrett & Maria Yee to Ohlone College.

Donor

Garrett Yee

Maria Yee

Aug 2, 2021
Date

Aug 2, 2021
Date

Ohlone College

Dr. Eric Bishop
Superintendent/President
Ohlone College

Binh Nguyen
Executive Director,
Ohlone College Foundation

Aug 2, 2021
Date

8/2/2021
Date
EXHIBIT A
Garrett & Maria Yee Gift Agreement

1. Learning Commons/Library
   Floor 5
   C3501
   $750,000

2. Foyer/Lobby
   3501
   $25,000

3. Staff Reference/Circulation Desk
   3509
   $15,000

4. English Learning Center
   3513
   $15,000

5. Library Instruction
   3502A-D, 3518A-H
   $10,000/each

6. Study Rooms
   3502
   $150,000

7. Learning Commons Study Area

8. Rear Study Area
   3518
   $50,000
   - The Garrett & Maria Yee Bayview Lounge