

DONATION ACCEPTANCE AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2025, by and between the City of San Luis Obispo, a municipal corporation (hereinafter called the Owner) and the Donna P. Duerk Estate (hereinafter called the Donor).

This written Agreement, including all writings specifically incorporated herein by reference shall constitute the complete

WITNESSETH:

WHEREAS, the City Council established and funded a public art program in 1990 (Resolution No. 6811 (1990 Series)); and

WHEREAS, Donor desires to provide a community wide improvement to benefit the public art program; and

WHEREAS, Donor will donate \$21,730.07 for the City to use towards a permanent public art installation; and

WHEREAS, the City has already identified the next permanent piece of public art to be installed at the Righetti Ranch Park; and

WHEREAS, acceptance of this donation is consistent with the City policy regarding donation as set forth in Resolution No. 8965 (1999 Series).

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants herein, the parties hereby agree as follows:

1. CITY'S OBLIGATIONS. The City shall perform as follows:

- a. Manage the installation of the public art piece at the Righetti Ranch Park in accordance with City policy and procedure.
- b. Install a plaque in honor of Donor in accordance with applicable City policies.

2. DONOR'S OBLIGATIONS. The Donor shall perform as follows:

- a. Donate \$21,730.07 to the City for the City to use towards installation of public art. Donor agrees that no other restrictions will be placed on the donation.
- b. Donor acknowledges and agrees that selection, installation, maintenance, and removal of the public art piece will be done in accordance with City policy generally applicable to permanent public art pieces and at the sole discretion of the City.
- c. Donor acknowledges and agrees that the piece of public art is and will at all times remain property of the City unless and until disposed of by the City.
- d. Donor acknowledges and agrees that, other than the plaque in honor of Donor, Donor will not receive any concessions, entitlements, benefits, or other consideration from the City in exchange for the donation.

3. ADMENDMENTS. Any amendment, modification, or variation from the terms of this agreement shall be in writing and shall be effective only upon approval by the City Manager.

4. AUTHORITY TO EXECUTE. Both City and Donor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands this year and date first above written.

CITY OF SAN LUIS OBISPO,
A Municipal Corporation

Erica A. Stewart, Mayor

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APPROVED AS TO FORM:

Christine Dietrick,
City Attorney

DONOR:

Stephanie Mamis, Trustee for the
Donna P. Duerk estate

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