

DONATION ACCEPTANCE AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2021, by and between the City of San Luis Obispo, a municipal corporation (hereinafter called the Owner) and the Jack Family Trust (hereinafter called the Donor).

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

WITNESSETH:

WHEREAS, the City desires to restore the condition of the art collection at the Jack House, specifically paper and painting conservation as well as archival material work to avoid further deterioration (the "Restoration Project"); and

WHEREAS, Donor desires to provide a community wide improvement to benefit the condition of the art collection at the Jack House; and

WHEREAS, Donor will provide all monetary funds necessary to complete the Restoration Project, which is presently estimated at \$7450; 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. TERM.** The term of this agreement shall be from the date this agreement is made and entered into until completion of the Restoration Project by the City.
- 2. CITY'S OBLIGATIONS.** The City shall perform as follows:
 - a. Execute contract with Patina Conservation Studios to perform the paper and archival materials restoration work.
 - b. Coordinate and provide oversight to the Restoration Project to ensure that it conforms to City standards and specifications.
- 3. DONOR'S OBLIGATIONS.** The Donor shall perform as follows:
 - a. Provide and furnish all funds to complete all the Restoration Project. Donor acknowledges that the estimated cost to complete the Restoration Project is currently \$7450, and further agrees that should the cost of the Restoration Project exceed this amount, Donor shall furnish additional funds to cover the project.
- 4. 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.
- 5. 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

Heidi Harmon, Mayor

APPROVED AS TO FORM:

Christine Dietrick,
City Attorney

DONOR:

Katchy Andrews,
Jack Fund Trust Representative