

**DONATION AGREEMENT**  
between  
**THE CITY SALEM, OREGON**  
and  
**THE OREGON ENVIRONMENTAL COUNCIL**

This Donation Agreement (“Agreement”) is made by and between the City of Salem, an Oregon municipal corporation (“City”) and Oregon Environmental Council, an Oregon nonprofit corporation (“OEC” or “Donor”).

**RECITALS:**

Whereas, the Oregon Bottle Bill was passed into law in 1971 and took effect in 1972, and has been responsible for reducing litter and increasing recycling in Oregon;

Whereas, by 1974 the state of Oregon reported that litter from beverage containers had been reduced by 83%; and

Whereas, Oregon’s leadership in passing the Bottle Bill has led to similar bills being passed in many states across the United States; and

Whereas, the Parties desire to commemorate and celebrate Oregon’s and Salem’s leadership in protecting the environment by commissioning the design and installation of an art work celebrating the adoption of the Oregon Bottle Bill; and

Whereas, OEC has offered to donate a minimum of \$15,000 to City for the creation, installation, and maintenance of the art work on the terms and conditions set forth herein; and

Whereas, the Donor has offered to make this Donation out of Donor’s generosity to the City; and

Whereas, the parties find that this Donation will benefit the public; and

Whereas, the purpose of this Agreement is to set forth the terms under which the Donor will donate and City will accept the Donation.

**AGREEMENT:**

1. Definitions.

Reserved.

2. Exhibits. This Agreement includes the following exhibits, which are attached hereto and incorporated herein by this reference:

Reserved.

3. Design, Permitting, and Location. Upon execution of this Agreement, City shall commission and approve the design of the art work, obtain all necessary permits for installing the art work, and determine the location for the art work. City shall consider OEC's input concerning the design and location of the art work.

4. Donation. Upon City's approval of the design for the art work, OEC shall donate to the City, in the form of a check, payable to the City, an amount no less than \$15,000 to be used solely to pay the City's costs to commission the design, creation, installation, and maintenance of the art work.

5. Installation. Upon OEC's donation as set forth in section 4 of this Agreement, City shall install the art work in the location designated by the City.

6. Ownership/Maintenance. The Donor shall not have any claim of ownership or title to the art work pursuant to this Agreement and shall not make any such claims. The Donor shall not have any maintenance responsibilities for the art work pursuant to this Agreement.

7. Charitable Contribution. The City shall cooperate in the execution of any documentation as reasonably necessary to allow the Donor to deduct the Donation for tax purposes.

8. Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other party or the other party's officers, employees, subcontractors or agents.

9. City Funding. City intends to utilize up to \$15,000 from the City's Public Art Fund, subject to approval by the City's Public Art Commission. The City shall not be obligated to commission the design, creation, or installation of the art work until it has secured necessary funding to complete the project.

10. Use of Art Work Images. OEC may create and use images of the art work for any noncommercial purpose, and City shall preserve rights in any agreement with the artist creating the work necessary to ensure OEC may exercise its use rights in this section.

11. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of Oregon, without regard to conflict of laws principles.

12. Notices. Any notice required to be given under this Agreement shall be given in writing and shall be addressed to the party to be notified and delivered to the party either by first class mail or personal delivery.

If to the City:  
City Manager's Office  
City of Salem

If to the Donor:  
Attention:

555 Liberty Street SE, Room 220  
Salem, Oregon 97301

13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their authorized representatives as of the dates set forth below.

City of Salem, an Oregon  
municipal corporation

Oregon Environmental Council, an Oregon  
nonprofit corporation

\_\_\_\_\_  
Steve Powers, Salem City Manager

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_