

City of Cupertino Standard Donation Form

Donor understands that the City will endeavor to meet the use conditions of restricted donations, in accordance with the wishes of the donor. If, however, the City is unable to meet the Donor's restrictions, the City will make reasonable attempts to contact the Donor or the representative identified by Donor in the Form/Agreement to discuss alternative uses or to return the Donation. If City receives no response within 60 calendar days of City's first attempt to contact the Donor or the representative, Donor agrees to relinquish all rights Donor may have had to the Donation, on behalf of Donor, Donor's heirs, successors and agents. Donor further understands and agrees that the City shall have the right to use the donation for any other public purpose. The City will make an effort to use the donation for a purpose similar in nature to the originally specified purpose.

For Park and Public Improvement Donations: Donations must cover the cost of purchase, installation, and basic maintenance for the life cycle of the accessory unless otherwise agreed upon by the City. The City reserves the right to modify, remove or relocate the accessory.

City reserves the right to reject donations that are inconsistent with City's mission, values, or standard practices.

In connection with administering this agreement, the City shall contact the Donor through the following primary representative unless the donor chooses to remain anonymous. In the event the primary representative cannot be reached, the City shall contact the secondary representative listed. The Donor agrees that both the primary and secondary representatives hold the authority to execute this agreement.

Donor/Primary Representative: CLF - Jim Davis E-Mail: jdavis@cupertinolibraryfoundation.org

Mailing Address: 10800 Torre Ave Cupertino CA 95014

Phone: 408-483-1287 Fax: _____

Secondary Representative: CLF- Kiran Varshneya E-Mail: kvarshneya@cupertinolibraryfoundation.org

Mailing Address: 10800 Torre Ave Cupertino CA 95014

Phone: 408-621-4078 Fax: _____

☐ I wish to remain anonymous. (Check box)

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Standard Donation Form**

In addition to the foregoing, the Donor understands and agrees that:

- a. Once approved, this form will serve as an acknowledgement of receipt of the donation.
- b. Any recognition will only be made at the City's discretion.

Donor/Representative Signature: James O. Davis Date: 11-9-2021

Donor/Representative Name (Print): Cupertino Library Foundation - Jim Davis

FOR CITY USE ONLY

Approved/Declined by _____ (Name/Title, Council) on _____ (Date).

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The City of Cupertino acknowledges and thanks individuals and institutions who wish to donate funds, goods/property, and their voluntary time to help the City achieve its public goals and objectives for the betterment of the community. This Donation Form is intended to memorialize the understanding between the City and the Donor. The undersigned Donor wishes to make a donation to the City of Cupertino as described in more detail below.

The Donor is (check and complete all that apply):

- ☒ Donating \$ **\$80,000** in a lump sum, followed by additional amounts, up to the fundraising goal of \$ **\$500,000**, by the date of **02-28-2022**.
- ☐ Donating \$ _____ in _____ (monthly, quarterly, etc.) contributions of \$ _____ in _____ installments.
- ☐ Donating the following (describe products, services, investment securities, real property, etc.) valued at \$ _____:

Donor wishes to have this donation used as follows (check one):

- ☐ For a general purpose consistent with the City's adopted goals and objectives, based on the City's discretion.
- ☐ By the _____ (Department/Division) for a general purpose at their discretion.
- ☒ By the **Cupertino Public Works Department** (City/Department/Division) for the following specific purposes: **Cupertino Library Expansion Project**

Except as provided above, the City may use the donation in any manner at its sole discretion and the Donor has no right or obligation to control the City's use of the donation.

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