

DONATION AGREEMENT

This Donation Agreement (the “Agreement”) by and between the City of Burleson, Texas, a home rule municipal corporation located in Johnson and Tarrant Counties, Texas (the “City”), and Mr. James Bennett, an individual (the “Donor”), providing for the requirements for and process of conveying and accepting donations to the City.

WHEREAS, the City is a home rule municipal corporation, and as such is authorized to accept donations for the benefit of the City pursuant to the City’s Home Rule Charter and Section 51.076 of the Texas Local Government Code; and

WHEREAS, the City encourages the donation of charitable contributions to the City for the benefit of the City and its residents; and

WHEREAS, the Donor wishes to contribute cash funds to support the design, installation, and maintenance of a 6-foot memorial bench and concrete pad, including a personalized plaque, as well as additional elements, such as potted plants and irrigation (the “Project”), near the West City Hall parking lot along Renfro Street in honor of Mr. Brandon Bennett (the “Project Area”), as further described in the donation letter, attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the “Donation Letter”); and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

1. Purpose. This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

2. Donation. The City agrees to accept and the Donor agrees to convey the sum of Twenty Thousand Dollars (\$20,000.00) as a cash donation (the “Donation”), upon the following terms and conditions:

- i) The City shall deposit the Donation into a City special revenue fund and the Donation funds will be earmarked for use toward the design, construction, installation, and maintenance of the Project, its materials, and the Project Area.
- ii) The City shall in good faith consult with Donor in regards to the Project’s design.
- iii) City staff will coordinate with Donor in good faith to organize a small memorial gathering at the Project Area upon the Project’s installation.
- iv) In the event that funds remain after completing the Project’s design, construction, installation, those funds shall be retained by City and used in support and

maintenance of the Project, its materials, and Project Area. Additionally, if the parties agree in a writing signed by both parties to add additional elements to the Project Area, any remaining funds may be spent for design, construction, installation, and maintenance of the additional elements.

- v) Donor shall make the Donation to the City within ninety (90) days of this Agreement's approval by the City Council of the City of Burleson. The City shall have no obligation to undertake any of its obligations under this Agreement until Donor makes the Donation to the City.

3. Ownership of Project, Project materials, and Project Area. The Project, its materials, and Project Area will be and will remain the property of the City. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as giving the Donor any rights or interests in the Project, its materials, or Project Area.

4. Removal, Relocation, Deaccession, and Maintenance. Nothing in this Agreement shall prevent the City from approving the removal, relocation, or deaccessioning of the Project, its materials, or the Project Area if it serves the City's best interest to do so. The City shall maintain the Project, its materials, and the Project Area as it sees fit, in its sole, uncontrolled, and unilateral discretion.

5. Tax Deduction. The City makes no representation as to whether the Donation will qualify for any type of tax deduction, including a federal income tax deduction. Donor should consult with a tax professional concerning the Donation.

6. Parties. This contract shall be binding upon and shall inure to the benefit of the parties, i.e., City and Donor and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

7. No Third Parties. Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit herefrom.

8. Execution. This offer shall become a binding contract when signed by both City and Donor as indicated below and approved by the City Council of the City of Burleson. Parties represent that they have taken all steps required by law or otherwise necessary to enter into this transaction and that the individuals executing this agreement and such other documents as may be necessary to effectuate any transactions contemplated by this agreement, have been granted full authority to do so by their respective organizations, and that his or her signature is fully sufficient to bind their respective organization, except that the City's obligations herein are subject to approval of its City Council. This contract is executed in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party.

9. Relationship of the Parties. Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

10. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

11. Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Nothing herein shall be considered a waiver of any right, protection or immunity of either Party hereto granted by the laws of the State of Texas, or any other statute, law or regulation and each Party hereto expressly reserves all such rights, protection and immunity.

12. Indemnification. DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

13. Notices. All notices required to be given in writing under the terms of this Agreement shall be forwarded via the United States Postal Service by certified mail, return receipt requested, with proper postage affixed and addressed to the other Party as follows:

To City at:

City of Burleson
Attn: City Manager
141 W Renfro St
Burleson, TX 76028

To Donor at:

James Bennett Jr
2787 SW Hulen St.
Burleson, Texas 76028

14. Entire Agreement. This Agreement, together with all exhibits attached hereto and made part hereof or referred to and incorporated by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior or contemporaneous understandings, communications or representations, whether oral or written, regarding the subject matter of this Agreement. In the

event of a conflict between the terms of the Donation Agreement and any of its exhibits, this terms in the Donation Agreement shall control.

15. Further Assurances. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

16. Survival. All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the Donation being conveyed hereunder.

17. Amendments. No amendments or modifications of any kind to this Agreement shall be effective or binding on either Party unless the amendment or modification is in writing and duly executed by both Parties.

18. Headings. The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

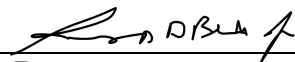
19. Applicable Law and Binding Effect. This Agreement is subject to all applicable laws of the federal government and the State of Texas. This Agreement is performable in Johnson County, Texas. Applicable law for any legal disputes arising out of this Agreement shall be law of the State of Texas and venue for any such legal disputes shall be in a court of competent jurisdiction in Johnson County, Texas.

Subject to all conditions precedent set forth above, this Agreement is **EXECUTED and EFFECTIVE** as of the last date of the respective signatories below:

CITY:

DONOR:

By: _____
Tommy Ludwig, City Manager
City of Burleson

By:  _____
James Bennett Jr.

Date: _____

Date: 06/09/2025 _____

ATTEST:

Amanda Campos, City Secretary
City of Burleson