



CITY OF DEL MAR

PUBLIC FURNITURE DONATION PROGRAM

I. PROGRAM OVERVIEW

The City of Del Mar (City) Public Furniture Donation Program (Program) establishes administrative procedures for public furniture that recognize and memorialize individuals, groups, or significant historical figures with a connection to Del Mar. The Program provides donation opportunities to the public and financially supports the long-term preservation and maintenance of the City's public furniture.

II. FURNITURE DONATIONS

A plaque for each Program donor will adorn each piece of public furniture purchased with a donation. Donations contribute to the enjoyment of Del Mar's public spaces, preserve the visual character of the community, and ensure ongoing maintenance of public furniture throughout the City.

Eligible Public Furniture (Public Furniture):

- Benches
- Chairs
- Tables
- Picnic Tables
- Bottle Filling/Water Drinking Fountains
- Other City-Approved Furniture

III. REQUESTS AND SELECTION PROCESS

Program Applications (Exhibit A) are processed in the order received. Upon receipt of a Program Application, the City will add the applicant to the Program interest list and contact the applicant to provide information on the next steps in the process.

Only one piece of Public Furniture shall be dedicated to any one person, family, group, or historical person with a connection to Del Mar. The City will allow one donation plaque per Public Furniture. Should the maximum number of Public Furniture allowed per donor or total opportunities available in the community be reached, the applicant will be placed on a waitlist maintained by the City and offered the opportunity to donate when available.

All Program applications must be submitted to the following mailing address or via email:

City of Del Mar
Attn: Public Furniture Donation Program
1050 Camino Del Mar
Del Mar, CA 92014
citymanager@delmar.ca.us

IV. LOCATIONS

All Public Furniture to be purchased and placed under this Program will be located within City limits at approved, existing locations as determined by the City and will be available for public use. Given the limited availability of donation locations, requests for specific locations and Public Furniture will be considered but not guaranteed. New Public Furniture locations will not be considered. The City will make the final determination of a donation following receipt of a Program Application.

Once purchased, the donated Public Furniture will belong to the City, not the donor. While unlikely, the City has the right to relocate, replace, or remove any Public Furniture if needed, whether due to unforeseen circumstances or for any other purpose. If donated Public Furniture needs to be moved, the City will attempt to notify the donor in advance as a courtesy. The proceeds furnished by the Public Furniture donor are considered to be a donation to the City, and in no way entitle the requestor to any full or partial ownership of the City-donated Public Furniture or land thereof. Each donated piece of Public Furniture is fully owned by the City of Del Mar. Donors must acknowledge that the donated Public Furniture will be open and available for public use consistent with City policies and ordinances.

V. PLAQUE SPECIFICATIONS

The City will provide and install the donation plaques on donated Public Furniture, which will be of a pre-approved style and design that meets City brand and logo guidelines. Plaques are purchased from the City's plaque vendor after the City approves an application and receives the required donation associated with the Program. Donors will not be permitted to include other types of plaques on the furniture.

Plaque Inscription Requirements

- 100-alpha-character max (including spaces)
- No pictures
- No religious or political language
- No symbols or codes
- No quotes

Plaque Language Examples:

- In memory of Jane Doe
- In memory of Jane Doe and John Doe
- Honoring Doe Family
- Donated by Business X

VI. FEES AND AGREEMENT

After being approved to donate and assigned a piece Public Furniture with a specified location, the donor will be required to pay up-front for the administration, purchase, and installation of the Public Furniture donation and related plaque. The donation amount will be based on the current market rate cost of the Public Furniture to be donated and related administration and installation costs. Donation costs will be evaluated and adjusted annually to account for inflation and other cost increases and shared with the donor at the time of donation.

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Should the donor not provide these funds in a reasonable timeframe stipulated by City staff, the City may elect to rescind the donated Public Furniture approval and place the donor back on the Public Furniture waiting list. The City may also elect to remove their request entirely from the applicable donated Public Furniture waiting list and eliminate their request from future consideration.

Donors must also sign a Program Agreement (Exhibit B) with the City of Del Mar.

VII. TERM OF DONATION

Donations will be made for a 10-year period or the useful life of the Public Furniture, whichever comes first (Donation Term).

At the conclusion of the Donation Term, donors will be notified that their plaque is being removed from the Public Furniture and will have the option to keep the plaque. Donors must pick up plaques within 30 days of the conclusion of the Donation Term. Otherwise, the plaque will be recycled by the City.

Given the high level of public interest in participating in the Program, donors will not have the first right of refusal to continue donating toward the replacement of Public Furniture in the same location. If donors are interested in continuing to participate in the Program, they will be placed on the waitlist and contacted when there is another opportunity to donate.

All Public Furniture donated prior to the original adoption of this Program will fall under these terms and conditions effective immediately after the implementation of this Program. If the term of the original donation has expired, or the useful life of the Public Furniture has been reached, the City may remove the existing donor plaque or withdraw the Public Furniture from the inventory eligible for donation.

Donations to the Program may be tax deductible, which will need to be determined by individual donors and their tax advisors. The City is unable to advise on this.

EXHIBIT "A"
CITY OF DEL MAR PUBLIC FURNITURE DONATION PROGRAM
APPLICATION

Date: _____

Name of Person(s) to be honored: _____

Donor Name: _____

Street Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Secondary Contact Name: _____

Phone: _____ Email: _____

Preferred Furniture, Location & General Comments:

Proposed Dedication Inscription (*100-character limit, including spaces*):

I have reviewed the City of Del Mar Public Furniture Donation Program and understand and agree to the terms.

Donor Signature

Date

EXHIBIT "B"
THE CITY OF DEL MAR PUBLIC FURNITURE DONATION PROGRAM
DONOR AGREEMENT

This City of Del Mar Public Furniture Donation Program Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between the City of Del Mar ("City") and _____ ("Donor"), together herein referred to as the ("Parties"), and sets forth the terms and conditions under which the City shall facilitate the acceptance of a donation for a piece of Public Furniture funded by Donor.

1. COSTS AND FEES. Donor agrees to provide the City an up-front, pre-determined donation for a chosen piece of Public Furniture upon signature of Agreement. The donation will cover the administration, purchase, and installation of the donation plaque (with a maximum of one hundred [100] characters of text, including spaces, designated by the Donor and approved by the City), cost of new furniture item, if applicable, and maintenance of the furniture as needed over a ten (10) year term.

1.1 Instructions. Complete and sign the Agreement. Send a check in the amount of \$ _____, payable to the City of Del Mar, 1050 Camino Del Mar, Del Mar, CA 92014, Attn: Public Furniture Donation Program.

2. LOCATION. The piece of donated Public Furniture will be placed at _____. The Donor understands and agrees there is no guarantee that the Public Furniture will remain at this location. While unlikely, the City has the right to relocate the Public Furniture, if necessary, whether due to unforeseen circumstances or for any other purpose.

3. INSTALLATION AND MAINTENANCE. The City agrees to install and maintain the donated Public Furniture and related donation plaque.

4. TERM OF DONATION. The term of the donation will be for a period of ten (10) years or the useful life of the donated item, whichever comes first. The term of the donation may not be extended.

5. REMOVAL AND/OR REPLACEMENT. City retains the right to remove Public Furniture at any time for any purpose. If Public Furniture removal is required due to deterioration, vandalism, or any other cause, the decision to replace or relocate the furniture will be at the City's sole discretion.

6. OWNERSHIP. Donor shall acquire no right, title, or interest in the donated Public Furniture or location beyond that expressly identified in this Agreement and incorporated documents. Donor acknowledges and understands that the donated Public Furniture will be open and available for public use consistent with City policy and practices. Donors shall have the option to obtain their plaque within 30-days following the conclusion of the term of their donation. If not obtained within 30-days, the City retains the right to recycle the plaque.

7. CALIFORNIA LAW AND VENUE. This Agreement shall be governed exclusively by California law.

8. SEVERABILITY. Each provision of this Agreement is independent, separate, and divisible. If any provision of this Agreement is found invalid, unenforceable, or contravening any applicable federal or state law or regulation, such provision shall be deemed not to be a part of

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this Agreement. It shall not affect the validity or enforceability of the remaining provisions. Nothing in this Agreement shall be construed to require the commission of any acts contrary to law. Wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

9. ENTIRE AGREEMENT. This Agreement and the documents incorporated by reference represent the entire agreement among and between the Parties concerning the subject matter set forth above. Donor expressly agrees that, except as outlined in writing in this Agreement, there are no other obligations or duties on the part of the City concerning the donated furniture.

10. MODIFICATION. This Agreement may not be modified orally or in any manner except by written agreement by the Parties or by their respective successors in interest.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF DEL MAR

DONOR

By: _____
Ashley Jones, City Manager

By: _____
[Insert Donor Name]