

## DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is made by and between the City of Bainbridge Island, a Washington municipal corporation (“City”), and Mary J. Mussienko Healy (“Donor”).

WHEREAS, the Donor and the City recognize the importance of public facilities and amenities; and

WHEREAS, the Donor has offered to donate a bench in memory of Zoya Mussienko for Waterfront Park; and

WHEREAS, the City Council approved this donation at its meeting on November 28, 2017, and authorized the City Manager to enter into this Agreement.

NOW, THEREFORE, the City and the Donor, for the consideration and under the conditions and obligations described below, agree as follows:

Section 1. The donation, known as the Zoya Mussienko Memorial Bench (“Donation”), is donated in its entirety to the citizens of Bainbridge Island to be hereafter owned by the City and managed on behalf of the citizens by the Department of Public Works.

Section 2. **Description:** The item is the Forms + Surfaces Knight Bench as shown in Attachment A.

**Space or Facility:** Waterfront Park

**Location:** Placed at the shoreline, replacing an existing wood bench overlooking Eagle Harbor, as depicted in Attachment B.

**Additional information:** A plaque on the bench will have the following wording:

*In all things of nature there is something of the marvelous - Aristotle  
In loving memory of my Sister, and our Aunt!  
Zoya Mussienko 1942- 2015*

Section 3. The initial term of this Agreement shall be five (5) years from the date of this Agreement (“Initial Term”). At the end of the Initial Term, the City may treat the Donation as it would any other City property similar in nature and may move, remove, and/or retire the Donation.

Section 4. The City shall be responsible for the installation and maintenance of the Donation, including any reasonable repairs, and will have the discretion to not replace and/or repair the Donation if it is deemed damaged beyond reasonable

repair and/or replacement, suffers repeated vandalism, and/or expires prior to the end of the Initial Term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the later of the signature dates set forth below.

CITY OF BAINBRIDGE ISLAND

DONOR

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Douglas Schulze, City Manager  
City of Bainbridge Island  
280 North Madison Avenue  
Bainbridge Island, WA 98110

Mary J. Mussienko Healy  
115 Hall Brothers Loop, #205  
Bainbridge Island, WA 98110