

DONATION AGREEMENT

36168

THIS DONATION AGREEMENT is made and entered, in duplicate, as of November 22, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 9, 2021, by and between the CARE CLOSET LBC, INC., a California non-profit corporation ("Organization"), with a place of business at 2114 Lime Avenue, Long Beach, California, 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the Health and Human Services Department and the City Manager's Officer have been working together to provide outreach and stabilization services for the homeless individuals and families; and

WHEREAS, Care Closet LBC, a volunteer organization and nonprofit, provides cleanup and trash removal in encampments within the City with the consent from the persons living within those encampments; and

WHEREAS, the Organization has directly assisted with the removal of one hundred tons of trash, which equates to two hundred thousand pounds; and

WHEREAS, the Organization continues to identify ways to provide support to persons and families experiencing homelessness; and

WHEREAS, the City would like to donate a 2005 Chevrolet pickup truck, formerly used by the Public Works Department, with an estimated value of \$5,993, for assistance with cleanup and trash removal efforts at homeless encampment sites; and

WHEREAS, the retired pickup truck would be especially helpful in collection and disposing of debris and assisting with such efforts;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

2. DONATION. The City shall donate to the Organization for use by the

1 Organization the Vehicle as described in Exhibit "A," attached hereto and incorporated
2 herein by this reference, to be used for the public purpose of cleanup and trash removal in
3 encampments inhabited by people experiencing homelessness within the City and with the
4 consent of such persons inhabiting the encampments. Organization shall not use the
5 Vehicle for any other purpose, and shall not sell or transfer ownership of or title to the
6 Vehicle to any person or entity other than the City.

7 3. OWNERSHIP AND USE. Organization shall be the sole owner of and
8 have complete responsibility for the Vehicle upon taking possession of it, including
9 registration, licensing, use and operation of it, all of which shall be in compliance with all
10 applicable federal, state and local laws, ordinances and regulations.

11 4. RELEASE. Organization hereby expressly releases and discharges
12 City from any and all liability, damages, claims, causes of action, losses, suits, proceedings
13 cost and expenses, arising from or connected with the donation of the Vehicle to
14 Organization, the use or operation of the Vehicle by any person after its transfer to
15 Organization, or the condition, ownership, or transfer of the Vehicle.

16 5. WAIVER OF GENERAL RELEASE. Organization expressly waives
17 the rights and benefits available to it under section 1542 of the California Civil Code which
18 provides:

19 "A general release does not extend to claims which the creditor does
20 not know or suspect to exist in his favor at the time of executing the release, which
21 is known by him must have materially affected his settlement with the debtor."

22 6. ASSIGNMENT. Organization shall not assign, transfer, lease, pledge,
23 or encumber any of its rights under this Agreement without the written consent of the City.

24 7. GENERAL PROVISIONS.

25 A. Governing Law. This Agreement shall be governed by and
26 construed under the laws of the State of California.

27 B. Severability. If any part of this Agreement is declared to be
28 invalid or unenforceable, the remainder of its provisions shall remain in full force and

1 effect.

2 C. Relationship of the Parties. Nothing in this Agreement is
3 intended to create a joint venture, partnership, principal-agent, master-servant or
4 employer relationship between the parties.

5 D. Notice. Any notice given hereunder shall be in writing and
6 personally delivered or deposited in the U.S. Postal Service, first class, postage
7 prepaid, addressed to Organization at 2114 Lime Avenue, Long Beach, California,
8 90806, Attn: Duke Givens, and to the City at 411 West Ocean Boulevard, Long
9 Beach, California 90802 Attn: City Manager. Notice of change of address shall be
10 given in the same manner as stated herein for other notices. Notice shall be deemed
11 given on the date personal delivery is made or on the date deposited in the mail,
12 whichever first occurs.

13 E. Amendments. Any amendment or modification of this
14 Agreement require approval of the City Council and shall be in writing signed by
15 both parties.

16 F. Entire Agreement. This Agreement constitutes the entire
17 agreement between the parties regarding the subject matter hereof, and
18 supersedes all prior discussions or understandings.

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IN WITNESS WHEREOF, the parties have caused this document to be duly
executed with all formalities required by law as of the date first stated above.

CARE CLOSET LBC, INC., a California
non-profit corporation

By Sylvester Givens Jr
Name SYLVESTER GIVENS JR
Title CEO

By Julie Givens
Name Julie Givens
Title Secretary

"Organization "

CITY OF LONG BEACH, a municipal
corporation

By Sandra J. Tatum
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
CITY CHARTER

This Donation Agreement is approved as to form on

January 7, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 CARE CLOSET LBC, INC., a California
4 non-profit corporation

5 Jan 5th, 2022, 2022

By Sylvester Givens Jr
6 Name SYLVESTER GIVENS JR
7 Title CEO

8 Jan 5, 2022, 2021

By Julie Givens
9 Name Julie Givens
10 Title Secretary

11 "Organization "

12 CITY OF LONG BEACH, a municipal
13 corporation

14 _____, 2021

By _____
15 City Manager

16 "City"

17 This Donation Agreement is approved as to form on

18 _____, 2021.

19 CHARLES PARKIN, City Attorney

20 By _____
21 Deputy

EXHIBIT "A"

CERTIFICATE OF TITLE

VEHICLE HISTORY

175050625H3

COMMERCIAL

PERM EXEMPT

VEHICLE ID NUMBER

1GCEC19Z05E303942

YR
MODEL

MAKE

2005 CHEV

PLATE NUMBER

1203820

BODY TYPE MODEL

4C

AX UNLADEN
WEIGHT

2 04783 G

FUEL

TRANSFER DATE

FEES PAID

NONE

REGISTRATION

EXPIRATION DATE

12/31/2099

YR 1ST
SOLD

2005 DT

CLASS

*YR

MO

LU

EQUIPMT/ TRUST NUMBER

12351

ISSUE DATE

07/06/05

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

06/03/2005

ODOMETER READING

5 MI

ACTUAL MILEAGE

REGISTERED OWNER(S)

CTY LONG BEACH
333 2 OCEAN BLVD PLZ LEVEL
2600 TEMPLE AVE
LONG BEACH CA 90806

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a.

DATE

X

SIGNATURE OF REGISTERED OWNER

1b.

DATE

X

SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE

TRANSFEROR/SELLER SIGNATURE(S)

DATE

TRANSFEREE/BUYER SIGNATURE(S)

X

X

PRINTED NAME OF AGENT SIGNING FOR A COMPANY

PRINTED NAME OF AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X

Signature releases interest in vehicle. (Company names must be countersigned)

Release Date

003325

CA88257902

REG. 17.30R (REV.10/03)

KEEP IN A SAFE PLACE - VOID IF ALTERED

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.