

DONATION AGREEMENT

35251

THIS DONATION AGREEMENT is made and entered, in duplicate, as of May 16, 2019, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 14, 2019, by and between the BEACON FOR HIM, INC., a California non-profit public benefit corporation ("Organization"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City of Long Beach Health Department, Fleet Services Bureau, Police Department, Fire Department, and other local agencies have been working together to provide outreach and stabilization services for homeless individuals and families; and

WHEREAS, the Organization provides transportation to local shelters and hotels for this underserved homeless population with liability insurance for transporting; and

WHEREAS, the City would like to donate a 2006 Ford F-350 truck, formerly used by the Public Works Department Street Maintenance Division, with an estimated value of \$2,750, for transportation of homeless individuals and families to local shelters and hotels; and

WHEREAS, the vehicle donation would allow the Organization to expand their services in Long Beach;

WHEREAS, the vehicle is a surplus vehicle that would otherwise be sold at auction;

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 Organization for use by the Organization the Vehicle described in Exhibit "A," attached hereto and incorporated herein

1 by this reference, to be used for transportation of homeless individuals and families to local
2 shelters and hotels. Organization shall not use the Vehicle for any other purpose, and shall
3 not sell or transfer ownership of or title to the Vehicle to any person or entity other than the
4 City.

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

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

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

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

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

22 7. GENERAL PROVISIONS.

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

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

28 C. Relationship of the Parties. Nothing in this Agreement is

1 intended to create a joint venture, partnership, principal-agent, master-servant or
2 employer relationship between the parties.

3 D. Notice. Any notice given hereunder shall be in writing and
4 personally delivered or deposited in the U.S. Postal Service, first class, postage
5 prepaid, addressed to Organization at 439 W. Anaheim, Long Beach, CA 90813,
6 Attn: Shannon James, and to the City at 333 West Ocean Boulevard, Long Beach,
7 California 90802 Attn: City Manager. Notice of change of address shall be given in
8 the same manner as stated herein for other notices. Notice shall be deemed given
9 on the date personal delivery is made or on the date deposited in the mail, whichever
10 first occurs.

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

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

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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.

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4 June 3, 2019

BEACON FOR HIM, INC., a California
non-profit public benefit corporation

By Shannon James
Name Shannon James
Title President

6
7 June 3, 2019

By Kelly Goetz
Name Kelly Goetz
Title Treasurer

8 Tom Modica
Assistant City Manager

"Organization "

9 EXECUTED PURSUANT
10 TO SECTION 301 OF
11 THE CITY CHARTER

CITY OF LONG BEACH, a municipal
corporation

12 June 6, 2019

By T.B.M.
City Manager

"City"

14 This Donation Agreement is approved as to form on

15 June 5, 2019.

17 CHARLES PARKIN, City Attorney

18 By [Signature]
19 Deputy

TO PROPERLY RELEASE YOUR LIABILITY, PLEASE READ AND FOLLOW INSTRUCTIONS ON REVERSE SIDE
SECTIONS A-J MUST BE COMPLETED IN FULL PRINT IN CAPITAL LETTERS - USE BLACK OR BLUE INK

NOTICE OF TRANSFER AND RELEASE OF LIABILITY

MAIL THIS FORM TO DMV

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME										FIRST																													
B. NEW OWNER'S ADDRESS										APT NUMBER																													
C. ODOMETER READING (NO TENTHS)										E. DATE OF SALE OR LEASE RETURN																													
D. CITY										STATE										ZIP CODE																			
F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME										FIRST										G. SELLING PRICE (NO CENTS)																			
H. SELLER'S OR LESSEE'S ADDRESS										APT NUMBER										I. SELLER'S OR LESSEE'S SIGNATURE																			
J. CITY										STATE										ZIP CODE																			
K. VEHICLE ID NUMBER										YR MODEL										MAKE										PLATE NUMBER									

1FDWW36Y16EA60965 2006 FORD 1210660

REG 138A (REV. 10/2004)

STATE OF CALIFORNIA		CERTIFICATE OF TITLE		VEHICLE HISTORY	
185050924P9		COMMERCIAL		PERM EXEMPT	
VEHICLE ID NUMBER		2006 FORD		PLATE NUMBER	
1FDWW36Y16EA60965		2006 FORD		1210660	
BODY TYPE/MODEL		PK		REGISTRATION EXPIRATION DATE	
2005 ER		LX		12/31/2009	
MOTORCYCLE ENGINE NUMBER		ODOMETER DATE		ISSUE DATE	
		08/23/2005		10/05/05	
REGISTERED OWNER(S)		ACTUAL MILEAGE		6 MI	
CY LONG BEACH					
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		X		SIGNATURE OF REGISTERED OWNER	
1b		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 <input type="checkbox"/> Odometer readings not the actual mileage <input type="checkbox"/> Mileage exceeds the odometer mechanical limit					
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.					
DATE		1/29/09		TRANSFER FOR A COMPANY	
PROVIDING OF A SIGNATURE FOR A COMPANY		X		PROVIDING OF A SIGNATURE 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)					
X Signature releases interest in vehicle. (Company names must be counter-signed)					
Release Date					