

DONATION AGREEMENT BY AND BETWEEN THE CITY OF
HUNTINGTON BEACH AND THE HUNTINGTON BEACH
POLICE AND COMMUNITY FOUNDATION

This Donation Agreement (the "Agreement") is made and entered into by and between the City of Huntington Beach, a California municipal corporation and charter city ("City"), and the Huntington Beach Police and Community Foundation, a California nonprofit corporation, ("Donor").

RECITALS

City and Donor are parties to that certain Memorandum of Understanding dated March 5, 2024; and

Donor has engaged in a large capital campaign and constructed a training facility ("Facility") on City property; and

Donor desires to donate and City desires to accept the Facility as described herein,

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date.

This Agreement shall be effective upon adoption of the Resolution on the date it is approved by the City Council of City ("Effective Date").

2. Donation.

In accordance with and subject to the terms and provisions of this Agreement, Donor is willing to donate the Facility to the City in its as-is condition. Donor represents and warrants that the Facility is in good working order and condition. Other than as expressly set forth in this Agreement, (a) the City acknowledges and agrees that City is acquiring the Facility in its "AS IS" condition, with all faults, if any, and without any warranty, express or implied, and (b) neither Donor nor any agents, representatives, or employees of Donor have made any representations or warranties to the City or the City's Agents with respect to the condition, value, fitness, or use of the Facility upon which the City has relied directly or indirectly for any purpose. The City acknowledges that it has been afforded the opportunity to make such inspections as it desires of the Facility and to obtain information regarding operative or proposed governmental laws and regulations to which the Facility is or may be subject.

Except for those terms and provisions which expressly survive the termination of this Agreement, the City hereby completely releases and forever discharges Donor, Donor's employees, agents, or any other person acting on behalf of Donor, (collectively, the "Indemnitees") from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or

unforeseen (collectively, "Claims") arising from or in any way growing out of or connected with the physical condition of the Facility or any law or regulation applicable thereto (collectively, the "Released Matters"). In connection with such waiver and relinquishment, the City acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is the City's intention to fully, finally and forever to settle and release all of the Released Matters in accordance with the provisions of this Section 2, and the release set forth herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different Claims or facts. The foregoing release of Claims shall be binding on the City and all subsequent owners, lessees and other transferees of the Facility.

In connection with this Section 2, the City expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

City's Initials _____

3. Assignment and Conveyance.

Donor understands and acknowledge that the Facility may be subsequently conveyed by the City to a third party. There is no limitation on City regarding its subsequent use or conveyance of the Facility.

4. Additional Representations and Warranties.

City warrants that this Agreement constitutes a binding obligation of City. Donor warrants that this Agreement constitutes a binding obligation of Donor. Donor warrants that it has the right to transfer the Facility as described herein, and that the improvements are free from any liens, encumbrances, or other claims; and Donor will execute and deliver to City any additional documents that may be necessary to effect the transfer of title to the Facility, including but not limited to a deed, release, or other instrument of conveyance.

5. Other Agreements.

If requested by Donor, City agrees to cooperate with Donor's determination of the fair market value of the Facility by an appraisal to be commissioned by and performed solely for Donor's purposes. City is under no obligation to confirm or agree upon any value derived from an appraisal conducted by Donor. Donor will obtain independent tax counsel and is solely responsible for compliance with the gift substantiation requirements of the tax code. City's obligation will be to acknowledge receipt of a donation of the Property by executing appropriate IRS Forms. City acknowledges that it has not provided Donors with anything of value in exchange for the Facility.

6. Possession of the Facility.

Possession and control of the Facility shall be delivered to City immediately upon approval of this Agreement by the City Council of City.

7. Attorneys' Fees.

Should either party institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, each party shall bear its own costs and attorney's fees. The prevailing party shall NOT be entitled to receive any or all costs and expenses, including reasonable attorneys', consultants and expert witness fees incurred by such prevailing party in connection with such action or proceeding, at trial and on any appeal.

8. Assignment and Successors.

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

9. Notices.

All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Donor:

Huntington Beach Police and Community Foundation
PO Box 4538
Huntington Beach, CA 92605

City:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn: Police Chief

or to such other addresses as Donor and City may respectively designate by written notice to the other.

10. Entire Agreement.

The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve City of all further obligation or claims. Donor has no other right or claim to compensation arising out of or connected with the acquisition of the Facility by City.

11. Further Assurances.

Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute,

acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

12. Severability.


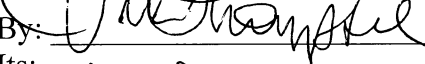
If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13. Counterparts.

This Agreement and any amendments hereto may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers on April 16, 2025.

DONOR

By: 
Its: PRESIDENT
By: 
Its: VICE-PRESIDENT

CITY

Mayor

City Clerk

APPROVED AS TO FORM:



City Attorney

INITIATED AND APPROVED:



Police Chief

REVIEWED AND APPROVED:

City Manager