

MONUMENT SIGNAGE DONATION AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025 by and between the City of Hermosa Beach, a California general law city (“**City**”), and Chuck and Missy Sheldon, a private party, (“**Donor**”).

RECITALS

WHEREAS, the Donor is an individual that desires to make certain donations to the City as described herein to help provide for the design and installation of monument signage; and

WHEREAS, the Donor wishes to provide the donations as described in this Agreement to the City as a gift, subject to the conditions described in this Agreement; and

WHEREAS, the City, in accordance with the terms of this Agreement, wishes to accept the donation as described herein and subject to the terms of this Agreement pursuant to Government Code section 37354.

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

1. Donation. Donor hereby agrees to donate to the City **five-hundred thousand dollars (\$500,000)** (“**Donation**”) to be used for the design, installation, construction, and maintenance of monument signage as set forth herein (“**Monument Signs**”). The funding shall be used for a new digital monument sign to be located in front of the Community Center near the intersection of Pier Avenue and Pacific Coast Highway (PCH) as the highest priority; remaining funds, if any, may be used towards the installation of gateway monument signage at other locations throughout the City. Donor shall deliver the Donation to the City concurrently herewith.

2. Design of Monument Signs. The City will procure, in accordance with Chapter 3.12 of the municipal code, a vendor with experience and qualifications in designing monument signs in the public right of way. The City will collaboratively solicit input on the design from the Donor; however, the final design shall be subject to City Council review and approval.

3. Location of Electronic Monument Sign. The electronic Monument Sign shall be installed in front of the Community Center near the intersection of Pier Avenue and Pacific Coast Highway (PCH) either in the same locations as the former sign, or as close to the prior location as possible, subject to review and approval by Caltrans, Planning Commission, and City Council. The specific location in the public right of way, as more specifically identified in the attached Exhibit A.

4. Location of Gateway Monument Signs. The City will evaluate the appropriateness of replacing/updating existing signage and/or installation of new signage at other

locations in the City, which are still to be determined. The existing signage is identified in Exhibit B .

4. Installation of Monument Signs.

A. City shall procure and install the Monument Signs, in accordance with Chapter 3.12 and 3.14, of the municipal code, as appropriate, at the locations set forth in Exhibit A and Exhibit B.

B. City shall obtain all necessary permits, authorizations and consents from the City and any other entities with jurisdiction over the installation of the monument signs. The placement and design of the digital monument sign along PCH will be subject to review and approval by Caltrans and the City of Hermosa Beach Planning Commission, prior to final review by City Council.

C. The installation shall be completed in accordance with the approved plans and specifications by a licensed contractor approved by the City in its reasonable discretion.

D. The Donor shall not exercise supervision over an employee or official of the City. The Donor shall not perform or oversee any work under this Agreement as an independent contractor and shall not as an agent or employee of the City. The Donor hereby waives any claims for any compensation or benefits in relation to their financial donation towards the Monument Signs project.

E. The City shall install a memorial plaque at the base of the electronic monument sign to commemorate the donation. The text on the plaque will be subject to review and approval by the Donor.

5. Waiver of Rights Under CAPA/VARA.

A. Donor is familiar with the "California Art Preservation Act" (California Civil Code section 987 *et seq.*) ("CAPA") and the "Visual Artists' Rights Act of 1990" (17 U.S.C. Section 101 *et seq.*) ("VARA"), and the Copyright Act of 1976 (17 U.S.C. 101 *et seq.* as amended, and any successor act) and expressly waives Donor's rights under those Acts to the extent permissible therein in connection with the Monument Signs.

B. The Donor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE

DEBTOR OR RELEASED PARTY.

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, the Acts. Donor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

6. Notice. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to City: City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254
Attn: _____

If to Donor: Chuck and Missy Sheldon
cwsnhri@aol.com
hrecmissy@aol.com

7. Entire Agreement. This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

8. Interpretation. The Parties hereto have mutually negotiated the terms and conditions of this Agreement and each party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all parties and no party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any party.

9. Remedies. In the event of a breach or default of this Agreement, the non-breaching party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such party in the alternative and the assertion of a remedy by a party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that party by the terms of this Agreement.

10. Waivers. No waiver of any breach of any agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

11. Governing Law. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of Los Angeles, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of Los Angeles, State of California.

12. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**CITY OF Hermosa Beach, a California
general law city**

DONOR

Steve Napolitano, Interim City Manager

Chuck Sheldon

APPROVED AS TO FORM:

Missy Sheldon

Jason Baltimore, Interim City Attorney

EXHIBIT A

SITE PLAN – ELECTRONIC MONUMENT SIGN LOCATION

EXHIBIT B

SITE PLAN – GATEWAY MONUMENT SIGN LOCATIONS