

**DONATION AGREEMENT  
FOR THE AMERICA 250 PLAQUE**

This Donation Agreement (“Agreement”) is made and entered into this 14th day of April, 2026 (“Effective Date”) by and between NEWPORT BEACH FOUNDATION, a California nonprofit corporation (“Donor”), and the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City” or “Donee”). It is hereby agreed by and between the parties as follows:

1. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Donor shall donate the Funding, as defined below, to the City for commission of the Plaque. The City hereby accepts the donation subject to the terms and conditions set forth in this Agreement.

2. Donor, at their sole cost and expense, shall provide the Funding to the City for the commission of a plaque memorializing America’s 250<sup>th</sup> year anniversary of independence, an event that commemorates the signing of the Declaration of Independence in 1776 which established the nation’s independence from Great Britain (“Plaque”).

3. The Plaque shall be substantially similar to the design attached hereto as Exhibit “A” and incorporated herein by this reference. City warrants that the Plaque shall be constructed of materials and finish commensurate with industry standards ready for permanent setting in concrete and durable against vandalism, theft, weather, and safe for viewing and interaction by the general public.

4. Donor shall donate Four Thousand Eight Hundred Dollars and 00/100 (\$4,800.00) to the City for the purpose of offsetting the City’s materials, labor and administrative costs to construct a concrete footing for installation and display of the Plaque, which shall be due and payable to the City prior to commencement of work by the City (“Funding”).

5. All right, title, and interest in the Plaque shall vest exclusively in the City. Donor hereby relinquishes any legal claim or right of control over the Plaque, including its maintenance, location, or continued display, except as otherwise expressly provided in this Agreement.

6. City agrees to publicly display the Plaque for a minimum of one hundred (100) years from the Effective Date of this Agreement (“Term”). If the City elects to move the Plaque during the Term, the City shall, at its sole cost and expense, install the Plaque upon other public property open to the general public and will meet and confer with the Donor to identify a new location.

7. For the duration of the Term, City agrees to periodically clean the Plaque to standards commensurate with the publicly displayed art, plaques and memorials in the vicinity ("Maintenance"). Maintenance shall be limited to environmentally safe soap, water, wax and hand brushing or scrubbing.

8. Donor shall, at Donor's sole cost and expense, execute and deliver such further documents and instruments and shall take and do any and all further acts as may be required for carrying out the intent and purpose of this Agreement.

9. City makes no representations regarding whether Donor may claim a tax deduction in connection with this Agreement. Donor is advised to consult with a qualified tax professional in connection therewith.

10. This Agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

11. In the event there are any conflicts or inconsistencies between this Agreement and any attachments hereto, the terms of this Agreement shall govern. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

12. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

13. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.


14. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 4/01/2026

By:   
Aaron C. Harp 04-01-2026  
City Attorney

**CITY: CITY OF NEWPORT BEACH,**  
a California municipal corporation

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

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**ATTEST:**

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

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

**DONOR: NEWPORT BEACH FOUNDATION,**  
a California nonprofit corporation

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

By: \_\_\_\_\_  
Antonella Castro  
Chief Executive Officer

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

By: \_\_\_\_\_  
Kelly Galligan  
Secretary

**[END OF SIGNATURES]**

Attachments: Exhibit A – Depiction of Plaque

**EXHIBIT A**  
**DEPICTION OF PLAQUE**



Dedicated by The Newport Beach Foundation  
to honor the enduring spirit of liberty, the  
courageous patriots who founded this nation,  
and the generations of Americans who have  
sustained its promise of freedom and  
opportunity for 250 years.

————— 1776 - 2026 —————

Height: 12"

Width: 15"