

DONATION AGREEMENT

THIS AGREEMENT is made and entered into on this 16th day of September, 2025 ("Effective Date"), by and between the City of Manhattan Beach, a California municipal corporation ("City") and El Camino College District, a California community college district ("District"). City and District are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

- A. City is the owner of a 2000 American LaFrance Fire Engine ("Fire Engine"), which is more particularly described on **Exhibit A**, attached hereto, and City has previously determined that said Fire Engine is obsolete and surplus.
- B. City's Fire Department has received a request for donation of the Fire Engine from the El Camino College Fire Academy on behalf of District (**Exhibit B**).
- C. City wishes to encourage its relationship with District, including the El Camino Fire Academy, and to encourage the welfare of the students within the community, by providing the Fire Engine to District for use in the El Camino College Fire Academy's training programs.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, City and District hereby covenant, represent and agree as follows:

- 1. City shall convey to District the 2000 American LaFrance Fire Engine, which is further described in **Exhibit A** (hereinafter the "Fire Engine"). Transfer of ownership of the Fire Engine shall be deemed to have taken place upon execution of this Agreement and transfer of necessary ownership documents. District shall cooperate with City in providing all necessary documentation to the California Department of Motor Vehicles ("DMV") for transfer of title of the Fire Engine from City to District in accordance with the requirements of California law.
- 2. The Fire Engine shall be conveyed to District with no warranty, express or implied. City expressly disclaims any warranties of fitness for purpose and merchantability. City makes no representation that the Fire Engine can be used in any capacity. District shall accept the Fire Engine in "AS IS" condition. District releases City from any and all claims of defect of the Fire Engine. District expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 ("Similar Provision"). District may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner any claims released. Section 1542 provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

3. District shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively “Indemnitees”) from any claim, liability or financial loss (including, without limitation, attorneys’ fees and costs), injuries to property or persons (including without limitation, attorneys fees’ and costs) arising out of any acts or omissions of District, its officials, officers, employees, students, departments, divisions, academies, and/or agents in connection with this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. District shall defend the Indemnitees, at District’s own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. District shall reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. District’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or the Indemnitees. All duties of District under this Section shall survive termination of this Agreement.
4. District shall make and pay for all necessary arrangements for the transportation of the Fire Engine to its facilities. The arrangements shall include the payment of all taxes, fees or charges and the procurement of all necessary insurance, licenses and permits required in connection with removal of the Fire Engine from City property and transfer of ownership and title to District.
5. This Agreement shall be interpreted in accordance with the laws of the State of California, and the City of Manhattan Beach, without regard to conflict of law principles. In any action arising out of this Agreement, District consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.
6. If a Party commences any legal, administrative, or other action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the losing Party all of its attorneys’ fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.
7. City shall not be obligated or liable under this Agreement to any individual, person or entity other than District.

8. If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.
9. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.
10. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated above.

CITY OF MANHATTAN BEACH,
California municipal corporation

a EL CAMINO COMMUNITY COLLEGE
DISTRICT, a California community college
district

By: _____
Name: Talyn Mirzakhanian
Title: City Manager


ATTEST:

Signed by:
By: 
Name: Jeff Baumunk 9/3/2025
Title: Interim Dean, Health Sciences and
Athletics; Director, Public Safety Education
Programs


By: _____
Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**


APPROVED AS TO FORM:

DocuSigned by:
By: 
Name: Quinn M. Barrow
Title: City Attorney
9/4/2025

APPROVED AS TO FISCAL IMPACT:

Signed by:
By: 
Name: Libby Bretthauer
Title: Finance Director
9/3/2025

APPROVED AS TO CONTENT:

Signed by:
By: 
Name: Jesse Alexander
Title: Fire Chief
9/4/2025

**EXHIBIT A
SURPLUS EQUIPMENT**

Unit: #715

Year/Make/Model: 2000 American LaFrance Fire Engine

License: 1076462

VIN: 4Z36ESZB3YRG81295

EXHIBIT B REQUEST FROM EL CAMINO COLLEGE

March 18, 2025

Manhattan Beach Fire Department
400 15th Street
Manhattan Beach, CA 90266

Dear Chief Dulmage

Thank you for your continued support of the Fire and Emergency Technology program at El Camino College. The purpose of this letter is to confirm our interest in receiving the donation of a 2000 American LaFrance Fire Engine.

The primary use of the fire engine will be to train fire academy recruits at the El Camino College Fire Academy, currently located in Inglewood. The College Training programs rely heavily on our partnered agencies for donations of usable equipment. At our Fire Academy, more than 70 recruits are trained and certified at the state Firefighter I level each year. The associated training hours result in a considerable strain on our apparatus.

Please rest assured the fire engine would be maintained and cared for by the El Camino Community College District. The fire engine will only be used for training by the El Camino College Fire Academy and for no other purpose. Please feel free to contact me at (310) 660-3593 ext. 3256, if I may be of any further assistance or provide any additional information. Thank you again for all your support of our program and for your generosity.

Sincerely,



Chief Jeff Baumunk
Interim Dean, Health Sciences and Athletics
Director, Public Safety Education Programs
(310)660-3593 x3256
jbaumunk@elcamino.edu