

AGREEMENT

THIS AGREEMENT is made and entered into on this day of , 2017, by and between the CITY OF MANHATTAN BEACH, a municipal corporation ("City") and H. XV AYUNTAMIENTO DE MULEGE City of SANTA ROSALIA, MEXICO for the direct benefit to EI CUERPO DE BOMBEROS DE SANTA ROSALIA ("Sister City"). City and Sister City are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. The City has received a request for surplus equipment (consisting of two surplus ambulances) from the Sister City.

B. The City wishes to encourage its relationship with the Sister City and encourage the welfare of the residents of the Sister City by providing the surplus ambulances to the Sister City.

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

1. City shall convey to Sister City two surplus ambulances, which are further described in **Exhibit A** (hereinafter the "Equipment"). Transfer of ownership of the Equipment shall be deemed to have taken place upon execution of this Agreement and transfer of necessary ownership documents.

2. The Equipment shall be conveyed to Sister City with no warranty, express or implied. City expressly disclaims any warranties of fitness for purpose and merchantability. City makes no representation that the Equipment can be operated or driven in any capacity. Sister City shall accept the Equipment in "AS IS" condition. Sister City releases City from any and all claims of defect of the Equipment. Sister City 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"). Sister City 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Sister City shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") 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 Sister City, its officials, officers, employees 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 City, as determined by final arbitration or court decision or by the agreement of the Parties. Sister City shall defend City, at Sister City's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Sister City shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Sister City's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Sister City or City. All duties of Sister City under this Section shall survive termination of this Agreement.

4. Sister City shall make and pay for all necessary arrangements for the transportation of the Equipment 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 Equipment from City property and transfer to Sister City.

5. This Agreement shall be interpreted in accordance with the laws of the United States of America, 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, the Sister City 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 party other than Sister City.

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.

[Signatures begin next page]

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

H XV AYUNTAMIENTO DE MULEGE
CITY OF SANTA ROSALIA

Bruce Moe
Acting City Manager

PROFRA CECILIA LOPEZ GONZALEZ
Presidenta municipal
Del H. XV Ayuntamiento De Mulege

ATTEST:

LIZA TAMURA
City Clerk

C. L. ROBERTO LUJAN PRUITT
Oficial Mayor
Del H. XV Ayuntamiento De Mulege

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

EXHIBIT A
EQUIPMENT

Unit #720

2007 Leader Ambulance on Ford Chassis

Lic plate: 1304220

VIN: 1FDSS34P57DA95388

Milage: 46,880

Unit #721

2008 Leader Ambulance on Ford Chassis

Lic Plate: 1323276

VIN: 1FDSS34P68DB42946

Milage: 59,249