

## AGREEMENT

THIS AGREEMENT is made and entered into on this 8<sup>th</sup> day of May, 2018, by and between the CITY OF MANHATTAN BEACH, a municipal corporation ("City") and the MANHATTAN BEACH UNIFIED SCHOOL DISTRICT for the direct benefit to Manhattan Beach Unified School District (MBUSD). City and MBUSD 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 one 2005 Mercury Grand Marquis) from MBUSD.

B. The City wishes to encourage its relationship with the MBUSD and encourage the welfare of its students and employees by providing the surplus automobile to the School District.

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

1. City shall convey to MBUSD one 2005 Mercury Grand Marquis, which is 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 MBUSD 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. MBUSD shall accept the Equipment in "AS IS" condition. MBUSD releases City from any and all claims of defect of the Equipment. MBUSD 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"). MBUSD 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. MBUSD 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

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

MANHATTAN BEACH UNIFIED  
SCHOOL DISTRICT

\_\_\_\_\_  
Bruce Moe  
City Manager

 5/17/18  
\_\_\_\_\_  
Michael D. Matthews, Ed.D.  
Superintendent of Schools

ATTEST:

\_\_\_\_\_  
LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
QUINN M. BARROW  
City Attorney