

DONATION AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of October, 2019 ("Effective Date"), by and between the City of Manhattan Beach, a California municipal corporation ("City") and El Camino College, a California community college ("El Camino"). City and El Camino are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City's Fire Department has received a request for surplus equipment (Exhibit A) from the El Camino College Fire Academy.

B. The City wishes to encourage its relationship with El Camino and encourage the welfare of the students within the community by providing the surplus equipment to El Camino.

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

1. City shall convey to El Camino all equipment listed in **Exhibit B** (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 El Camino 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 used in any capacity. El Camino shall accept the Equipment in "AS IS" condition. El Camino releases City from any and all claims of defect of the Equipment. El Camino 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"). El Camino 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. El Camino 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 El Camino, its officials, officers, employees, students 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. El Camino shall defend the Indemnitees, at El Camino's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. El Camino 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. El Camino's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by El Camino or the Indemnitees. All duties of El Camino under this Section shall survive termination of this Agreement.

4. El Camino 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 El Camino.

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, El Camino 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 El Camino.

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

EL CAMINO COLLEGE

Bruce Moe
City Manager


Jeff Baumunk
El Camino Fire Academy, Director

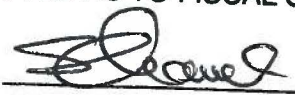
ATTEST:

LIZA TAMURA
City Clerk

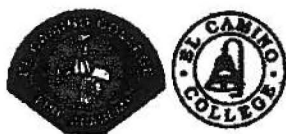
APPROVED AS TO FORM:


QUINN M. BARROW
City Attorney

APPROVED AS TO FISCAL CONTENT:

By: 

Steve S. Charelian
Finance Director



El Camino College Fire Academy

Chief Jeff Baumunk
Fire Academy Director
El Camino College Fire Academy
206 W. Beach Avenue
Inglewood, California 90302

El Camino College
Main Campus
Division of Industry and Technology
16007 Crenshaw Boulevard
Torrance, California 90506

To Manhattan Beach Fire Department,

July 29, 2019

It has been brought to our attention that the Manhattan Beach Fire Department has a cache of equipment that they are in the process of retiring from front line and reserve services. We would like to respectfully request that the equipment being retired, be donated to the El Camino College Fire Academy.

We would use the said equipment, to continue the training being offered to the students enrolled in the fire academy. The equipment will be very beneficial in assisting our needs, in providing the best training and experience, to our recruits as they pursue their goal of becoming firefighters.

Thank you for your generosity and support of the El Camino Fire Academy. Should you have any questions, please let me know.

Stay safe,

Jeffrey C Baumunk

Chief Jeff Baumunk,
Fire Academy Director, El Camino Fire Academy
El Camino Fire Academy

Phone 310-419-4403

E-mail: jbaumunk@elcamino.edu

EXHIBIT B
EQUIPMENT

Item Description	Serial #	Note/ Location
Rotary Saw	393338	Station 1
Rotary Saw	861179	Station 1
Honda Generator	861782	Station 1
Honda Generator	442	Station 1
Stabilization Struts	51301Mb	Station 1
Extension Ladder 24'	171520	Station 1
Roof ladder 14'	LAD44569	Station 1
Attic Ladder 10'	LAD44895	Station 1
Amkus Hydraulic Power Unit	3246545	Station 1
Amkus Spreader	8498655	Station 1
Amkus Cutter	465541	Station 1
Amkus Ram	12355	Station 1
Champion Hydraulic Cutter	6684	Station 1
Ram Bar	64133	Station 1
Turnout Gear	7599872	Station 1
Turnout Gear	5173891	Station 1
Turnout Gear	5584502	Station 1
Turnout Gear	5381772	Station 1
Turnout Gear	5285331	Station 1
Turnout Gear	6135461	Station 1
Turnout Gear	636861	Station 1
Turnout Gear	6172331	Station 1
Turnout Gear	6654931	Station 1
Turnout Gear	6321641	Station 1
Turnout Gear	5274542	Station 1
Turnout Gear	356451	Station 1
Turnout Gear	7573222	Station 1
Turnout Gear	6130172	Station 1
Turnout Gear	6043842	Station 1
Turnout Gear	6183492	Station 1
Turnout Gear	5296042	Station 1
Turnout Gear	6130152	Station 1
Turnout Gear	6318132	Station 1
Turnout Gear	6005982	Station 1
Flat Shovel	N/A	Station 1
Fire Axe	N/A	Station 1

Item Description	Serial #	Note/ Location
Hose Clamps	N/A	Station 1
Scott SCBA Bottle	171506	Station 1
Scott SCBA Bottle	184400	Station 1
Scott SCBA Bottle	312216	Station 1
Scott SCBA Bottle	160179	Station 1
Scott SCBA Bottle	184412	Station 1
Scott SCBA Bottle	184297	Station 1/ Out of Order Service Tag
Scott SCBA Bottle	311258	Station 1
Scott SCBA Bottle	104458	Station 1
Scott SCBA Bottle	171447	Station 1
Scott SCBA Bottle	171457	Station 1
Scott SCBA Bottle	160170	Station 1
Scott SCBA Bottle	184479	Station 1
Scott SCBA Bottle	171111	Station 1
Scott SCBA Bottle	158127	Station 1
Scott SCBA Bottle	171458	Station 1
Scott SCBA Bottle	184395	Station 1
Scott SCBA Bottle	160194	Station 1
Scott SCBA Bottle	171509	Station 1
Scott SCBA Bottle	184332	Station 1
Scott SCBA Bottle	172863	Station 1
Scott SCBA Bottle	184312	Station 1
Scott SCBA Bottle	170832	Station 1
Scott SCBA Bottle	312254	Station 1
Scott SCBA Bottle	160024	Station 1
Scott SCBA Bottle	160173	Station 1
Scott SCBA Bottle	184303	Station 1
Scott SCBA Bottle	312234	Station 1
Scott SCBA Bottle	184328	Station 1
Scott SCBA Bottle	171500	Station 1
Scott SCBA Bottle	312240	Station 1
Scott SCBA Bottle	158128	Station 1
Scott SCBA Bottle	184374	Station 1
Scott SCBA Bottle	160165	Station 1
Scott SCBA Bottle	171497	Station 1
Scott SCBA Bottle	184300	Station 1
Scott SCBA Bottle	160187	Station 1
Scott SCBA Bottle	170500	Station 1

Item Description	Serial #	Note/ Location
Scott SCBA Bottle	184452	Station 1
Scott SCBA Bottle	160155	Station 1
Scott SCBA Bottle	312246	Station 1
Scott SCBA Bottle	159885	Station 1
Scott SCBA Bottle	184365	Station 1
Scott SCBA Bottle	157876	Station 1
Scott SCBA Bottle	312256	Station 1
Scott SCBA Bottle	160172	Station 1
Scott SCBA Bottle	184402	Station 1
Scott SCBA Bottle	312205	Station 1
Scott SCBA Bottle	167356	Station 1
Scott SCBA Bottle	311405	Station 1
Scott SCBA Bottle	184319	Station 1
Scott SCBA Bottle	170825	Station 1
Scott SCBA Bottle	184456	Station 1
Scott SCBA Bottle	160169	Station 1
Scott SCBA Bottle	160164	Station 1
Scott SCBA Bottle	312255	Station 1
Scott SCBA Bottle	312236	Station 1
Scott SCBA Bottle	170401	Station 1