

RESOLUTION NO. CC-2504-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE DONATION OF TWO (2) CATALINA 14.2 BOATS AND TWO (2) DECK BOXES TO WATERFRONT EDUCATION, A CALIFORNIA NONPROFIT CORPORATION AND TAX EXEMPT 501(C)(3) ORGANIZATION, AND APPROVING THE ATTACHED EQUIPMENT DONATION AGREEMENT

WHEREAS, the City of Redondo Beach ("City") owns two (2) Catalina 14.2 boats and two (2) deck boxes that are no longer required for City purposes;

WHEREAS, the City desires to expand public access to water-based recreational activities, foster community engagement, and promote safe and responsible participation in such programs;

WHEREAS, Waterfront Education, a California nonprofit corporation and tax exempt 501(c)(3) organization with a charitable purpose, provides educational and recreational programs designed to increase public access to water-based activities, including opportunities for underserved populations;

WHEREAS, the City believes donating the equipment to Waterfront Education will serve the public interest by ensuring its continued use for water-based educational and recreational programs that benefit the community; and

WHEREAS, the City and Waterfront Education desire to enter into a donation agreement to formalize the terms and conditions of the donation and to ensure that the donated equipment is used exclusively for the public benefit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Redondo Beach hereby authorizes the donation of two (2) Catalina 14.2 boats and two (2) deck boxes to Waterfront Education, a California nonprofit corporation and a tax exempt 501(c)(3) organization with a charitable purpose, as described in the attached Equipment Donation Agreement, for the specific purpose of providing water-based recreational programs that align with the City's purpose of increasing community access to safe and responsible water activities, including equitable access for underserved populations.

SECTION 2. That the City Council of the City of Redondo Beach hereby approves the Equipment Donation Agreement, attached hereto as Exhibit "A" to this Resolution and authorizes the City Manager or designee to take all necessary actions to implement the donation in accordance with the agreement's terms and conditions.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2025.

James A. Light , Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2504-022 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 15th day of April, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

EXHIBIT "A"

**EQUIPMENT DONATION AGREEMENT BETWEEN THE CITY OF REDONDO
BEACH AND WATERFRONT EDUCATION**

The Equipment Donation Agreement between the City of Redondo Beach and Waterfront Education is attached hereto.

EQUIPMENT DONATION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND WATERFRONT EDUCATION

THIS EQUIPMENT DONATION AGREEMENT (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Waterfront Education, a California nonprofit corporation for the public benefit ("Nonprofit").

1. **Donated Equipment.** Subject to the terms and conditions of this Agreement, City transfers all rights, title, and ownership of the equipment described in the attached Exhibit "A" (the "Donated Equipment") to the Nonprofit exclusively for the public benefit, by expanding access to water-based recreational activities, fostering community engagement, and promoting safe and responsible participation in water-based programs. This ensures broader public participation in instructional classes and/or camps, including underserved populations. Title to the Donated Equipment will vest in the Nonprofit upon its receipt of the Donated Equipment.
2. **Condition "As Is".** City does not make any representations, warranties, or guarantees about the Donated Equipment, including but not limited to, any implied warranties of merchantability and/or fitness for any purpose. The Nonprofit accepts the Donated Equipment "As Is." The Nonprofit understands, acknowledges, and agrees that City will not provide any instructions or follow-up services, replacement parts or repairs, transportation or disposal.
3. **Use of Donated Equipment.** The Nonprofit shall exclusively use the Donated Equipment to provide water-based recreational programs that align with the City's purpose of increasing community access to safe and responsible water activities, including equitable access for underserved populations.
4. **No Payment.** City and the Nonprofit agree that each party's performance of this Agreement constitutes full consideration and that the Nonprofit shall not pay for the Donated Equipment.
5. **Assumption of Risk.** The Nonprofit understands that there are certain risks of injury that may arise from the possession, use or misuse of the Donated Equipment, including but not limited to, the risk of injury, disability, or death, or damage to property. The Nonprofit assumes full responsibility for all risks arising directly or indirectly from its possession, use or misuse of the Donated Equipment, both known and unknown, regardless of the cause.
6. **Waiver and Release.** The Nonprofit waives and releases any and all claims against the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "City Parties") with respect to any and all claims under this Agreement, including but not limited to, injury, disability, death, loss or

damage to property resulting from possession, use or misuse of the Donated Equipment, regardless of the cause even if caused by negligence, whether passive or active. The Nonprofit agrees not to sue any of the City Parties on the basis of these waived and released claims.

7. **Indemnity.** To the maximum extent permitted by law, the Nonprofit hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City Parties from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Nonprofit's possession or use of the Donated Equipment hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City.
8. **Acknowledgement.** The Nonprofit has read and understand the terms of this Agreement. The Nonprofit understands that this Agreement covers each and every item of Donated Equipment.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement.
10. **Authority.** City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of the Nonprofit warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of the Nonprofit, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of the Nonprofit.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of the 15th day of April, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

WATERFRONT EDUCATION, a California
nonprofit corporation for the public benefit

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

DONATED EQUIPMENT

Two Catalina 14.2 boats and deck boxes as set forth herein.

Two (2) Catalina 14.2 Sailboats

- California Registration Number: CF 4891 XC
- California Registration Number: CF 4755 XC



Two (2) Dockboxes

- L: 85", W: 20", H 18"
- Contents: Two (2) Tiller & Rudder Sets, two (2) Headsails, two (2) mainsails, seven (7) paddles and lines.

