

**VEHICLE DONATION AGREEMENT BETWEEN THE WATER CONSERVATION  
GARDEN AUTHORITY AND THE GROSSMONT-CUYAMACA COMMUNITY  
COLLEGE DISTRICT**

This Vehicle Donation Agreement (“Agreement”), dated as of March 11, 2025, is made by and between the Water Conservation Garden Authority, a California joint powers authority (“WCGA”), and the Grossmont-Cuyamaca Community College District, a California community college district and political subdivision of the State of California (“GCCCD”).

**RECITALS**

**WHEREAS**, the WCGA manages and operates the San Diego Water Conservation Garden (“Garden”) as a joint powers authority (“JPA”).

**WHEREAS**, GCCCD is a member of the WCGA and owns the land upon which the Garden is situated.

**WHEREAS**, the Garden was previously managed and operated, per an operations agreement with the WCGA, by the Friends of the Water Conservation Garden (“Friends”), a California nonprofit public benefit corporation that filed for bankruptcy in May of 2024.

**WHEREAS**, on October 16, 2018, Garden staff, with the permission of Friends, donated two motor vehicles to GCCCD, namely a 2006 Ford F-150 (VIN #1FTRF12W66NAS65847) and a 2014 Nissan Rogue (VIN # JN8AS5MV1EW710728) (“Vehicles”) so the Vehicles could be covered under GCCCD’s insurance and to ensure there would be sufficient funding to pay for other requirements associated with the Vehicles during a time when Friends was experiencing financial difficulties.

**WHEREAS**, in March of 2024, the WCGA terminated its agreement with Friends and took over direct operations of the Garden, utilizing staff and volunteers that previously fell under the purview of Friends.

**WHEREAS**, Garden staff and volunteers are not covered by GCCCD insurance and therefore cannot currently operate or use the Vehicles;

**WHEREAS**, Garden staff have identified a critical need for the Vehicles and have requested GCCCD to donate the Vehicles back to the WCGA for use at the Garden so that Garden staff can utilize the Vehicles to perform Garden operations.

**WHEREAS**, GCCCD has determined the Vehicles are not required for school purposes and that all of the criteria set forth in Education Code section 81450.5 have been met to donate the Vehicles to the WCGA;

**WHEREAS**, donating the Vehicles to the WCGA is anticipated to save GCCCD significant future costs, including the costs of annual car insurance, costs to make necessary repairs to restore and keep the Vehicles in proper working condition, as well as the costs of vehicle storage, fuel, and upkeep, while ensuring that the Vehicles do not lose their operability because of insufficient use.

**WHEREAS**, in addition to saving GCCCD money through avoided costs, donating the Vehicles to the WCGA supports a public purpose by facilitating the continued operation of a beloved regional asset on GCCCD property, the Garden, which allows the public to learn about water conservation while also visiting and experiencing the beautiful Cuyamaca College campus, thereby contributing to improved recruitment, morale, alumni support and recreational opportunities at GCCCD.

**WHEREAS**, after the transfer of the Vehicles, the WCGA will be responsible for all costs associated with the Vehicles and their operations.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, WCGA and GCCCD agree as follows:

#### **AGREEMENT**

- 1) **Recitals.** The recitals set forth above are incorporated by this reference as though fully set forth herein.
- 2) **Transfer of Vehicles.** On or before March 30, 2025, GCCCD will transfer ownership and possession of the Vehicles to the WCGA as an in-kind donation. The WCGA shall reimburse GCCCD for any fees incurred to effectuate the transfer of title for the Vehicles. Upon transfer of title, the WCGA shall be solely responsible for the Vehicles, including but not limited to all insurance, registration, repairs, and maintenance. The WCGA shall provide GCCCD with proof of insurance coverage for the Vehicles within five (5) calendar days of the transfer of title.
- 3) **Guarantee Waiver.** The Vehicles are donated as-is. GCCCD makes no warranty, guaranty, or representation of any kind, express or implied, as to the condition, usability, value, merchantability, or fitness for any purpose of the Vehicles.
- 4) **Inspection.** The Vehicles are used and may contain defects not immediately detectable. The WCGA has had the opportunity to inspect the Vehicles and hereby waives all claims related to the condition of the Vehicles and/or any defects in the Vehicles.
- 5) **Indemnification.** The WCGA agrees that it shall indemnify and hold GCCCD, its Board members, employees, and agents harmless from and against any and all claims, demands, or causes of action arising out of or related to the use or ownership of the Vehicles as of the date title is transferred, including but not limited to claims for personal or bodily injury or death.
- 6) **No Alterations or Variance.** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.
- 7) **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected.
- 8) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, the Water Conservation Garden Authority and Grossmont-Cuyamaca Community College District have executed this Agreement as of the dates set forth below.

**Water Conservation Garden Authority**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

Signature: \_\_\_\_\_  
Name: Jeremy Jungreis  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Grossmont-Cuyamaca Community College District**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

Signature: \_\_\_\_\_  
Name: Kendall Swanson  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_