

**SURPLUS EQUIPMENT ACCEPTANCE  
AND INDEMNIFICATION AGREEMENT**

This Surplus Equipment Acceptance and Indemnification Agreement (the "Agreement") is made and effective May \_\_\_\_, 2022, by and between the Fresno County Fire Protection District, a California Special District ("District") and the Fresno County Service Area No. 31, Shaver Lake Fire Protection and Recreation Services ("Grantee"), for the donation and acceptance of certain Self-Contained Breathing Apparatus ("SCBAs") which are no longer needed by the District.

**RECITALS**

**WHEREAS**, the District owns certain safety equipment, specifically SCBAs which are described in attached Exhibit "A," which is incorporated by this reference; and,

**WHEREAS**, the District has determined that the SCBAs are surplus to its needs and, consistent with direction given by the District Board of Directors on May 18, 2022, has authorized the transfer and donation of the SCBAs to the Grantee that may put the SCBAs to beneficial use; and,

**WHEREAS**, Grantee has a need for the SCBAs and wishes to accept and take title to the SCBAs from the District as described in this Agreement; and,

**WHEREAS**, Grantee intends to utilize the SCBAs for, among other things, emergency response, fire suppression, and safety training; and,

**WHEREAS**, the District does not want to incur liability in connection with Grantee acceptance and use of the SCBAs, and Grantee is willing to hold the District, its appointed officials, officers, employees, attorneys and agents harmless subject to the following agreed upon terms and conditions.

**AGREEMENT**

**NOW THEREFORE**, based upon the foregoing Recitals, which are incorporated by reference as provisions of this Agreement, the parties agree as follows:

- **Consideration**. In consideration for the receipt and ownership of the SCBAs, Grantee upon taking possession of the SCBAs agrees to indemnify and hold harmless the District, its appointed officials, officers, employees, attorneys and agents as set forth in this Agreement.
- **Transport of SCBAs; Transfer of Ownership**. Grantee shall be responsible for transporting the SCBAs from the District. Full title and ownership of the SCBAs shall be deemed to have transferred to Grantee no later than the time at which Grantee takes possession of the SCBAs.

- **“AS IS” Condition.** Grantee will take possession, title, and ownership to the SCBAs in an “AS IS” condition.
- **Indemnification.** In consideration for the receipt of the SCBAs in an “AS IS” condition, the Grantee agrees to indemnify, defend, release, and hold harmless the District, its appointed officials, officers, employees, attorneys and agents from any and all damages, costs, fees, awards, court costs, attorney’s fees and other expenses or liability arising from any litigation or claim of injury or damage associated with, or claim or litigation to be associated with, the ownership, use, or operation of the SCBAs.
- **Repairs.** Grantee accepts responsibility for any and all existing or future damage or defects to the SCBAs and the costs of any and all repairs or maintenance of the SCBAs.
- **Attorney’s Fees.** If litigation is required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney’s fees.
- **Entire Agreement.** This document constitutes the entire Agreement between the parties and supersedes any prior written or oral communications on the same subjects covered by this Agreement.
- **Amendments.** Amendments to this Agreement shall be in writing and made only with the mutual written consent of parties to the Agreement.
- **Controlling Law; Venue.** The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Any challenge to the validity, interpretation, or implementation of this Agreement may only be filed in the Superior Court of Fresno County or in the Eastern District of the United States District Court for California, consistent with the jurisdiction of each Court.
- **Severability.** If any part of this Agreement is found to conflict with applicable laws, that Agreement part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.
- **Authorization to Executed Agreement.** District and Grantee mutually represent that they have respectively authorized the individuals listed below to execute this Agreement.

IN WITNESS THEREOF, the District and the Grantee execute this Agreement on the date indicated opposite his/her signature below.

**“DISTRICT”**

**“GRANTEE”**

By: \_\_\_\_\_  
Dustin Hail, Fire Chief

Dated: May \_\_\_\_\_, 2022  
ATTEST:

By: \_\_\_\_\_  
Deshaunda Hermosillo, District Clerk

Dated: May \_\_\_\_\_, 2022

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
William D. Ross, District Counsel

Dated: May \_\_\_\_\_, 2022

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022  
ATTEST:

By: \_\_\_\_\_

Dated: May \_\_\_\_\_, 2022

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Dated: May \_\_\_\_\_, 2022

# Exhibit “A”

## SURPLUS SELF-CONTAINED BREATHING APPARATUS

### M7 SCBA's

13348

13344

13238

13349

### M7 Masks

11-188 - Medium w/ HUD & AMP

11-051 - Medium w/ HUD & AMP

11-154 - Medium w/ HUD & AMP

11-508 - Medium w/ HUD & AMP

### Orange Cylinders ACU#

50139 - Manufactured 2011, Hydro 2021

50118 - Manufactured 2011, Hydro 2021

237664 - Manufactured 2016, Hydro 2021

237663 - Manufactured 2016, Hydro 2021