

Council Meeting of
March 1, 2011

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Fire – Approve agreement for donation of Fire Department self-contained breathing apparatus (SCBA).

RECOMMENDATION

Recommendation of the Fire Chief that City Council approve an agreement with El Camino Community College District for the donation of old Fire Department self-contained breathing apparatus (SCBA).

Funding

Not applicable.

BACKGROUND/ ANALYSIS

The Torrance Fire Department provides self-contained breathing apparatus as respiratory protection for all firefighters during operations involving hazardous atmospheres. It is the most important piece of firefighter safety equipment. Most of the SCBA equipment that will be donated was purchased in 1999. In 2009 and 2010, with funds from UASI 07 and UASI 08 grants, the Fire Department purchased Scott Air-Pak NxG7 breathing apparatus, which provides enhanced level of protection for firefighters. Scott Air-Pak NxG7 meets NFPA 1981 (2007 edition) standard and is certified by the National Institute for Occupational Safety and Health (NIOSH) for use by emergency responders in chemical, biological, radiological, and nuclear (CBRN) environments.

The Fire Department received a letter from the El Camino Community College District requesting the donation old SCBA. The El Camino Community College District will use the SCBA to train their Fire Academy students.

The old SCBA equipment to be donated to El Camino Community College District includes 111 harnesses/backpacks and 283 cylinders. The old SCBA will be of value to El Camino College, whose Fire Academy is in need of equipment.

The agreement specifies that the equipment is provided "as is" by the City and that El Camino Community College District will release City of claims and indemnify, defend and hold harmless the City from any liability arising out of use, possession or operation of the equipment.

This donation is in accordance with SECTION 21.2.3. METHODS OF DISPOSITION OF OBSOLETE PERSONAL PROPERTY of the Torrance Municipal Code:

- g) Transfer to a Public Agency or a Charitable, Civic or Non-profit Organization. The City Council may authorize the sale, lease or donation of Obsolete Personal Property to the federal government or one of its agencies; to the State of California; to any county, city, school district, special district; other governmental agency; or to any charitable, civic or non-profit organization. The price and terms of transfer must be established by the City Council, but may be made without advertisement for or receipt of bids.

Respectfully submitted,

WILLIAM RACOWSCHI
Fire Chief

Neli Mileva
By Neli Mileva
Sr. Administrative Analyst

CONCUR:

W. Racowski
William Racowski
Fire Chief

LeRoy J. Jackson
LeRoy J. Jackson
City Manager

Attachments: A. Agreement for Donation of Fire Equipment
B. Letter from El Camino Fire Academy

AGREEMENT FOR DONATION OF FIRE EQUIPMENT

THIS AGREEMENT FOR DONATION OF FIRE EQUIPMENT (“Agreement”) entered into as of this _____ day of _____, 2011 (“Execution Date”), by and between the CITY OF TORRANCE, a California municipal corporation (the “City”), and EL CAMINO COMMUNITY COLLEGE DISTRICT (“Donee”), is made with reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Donee is a California community college district, and as part of its curriculum, operates the El Camino Fire Academy to provide education and training for future firefighters.
- C. The City seeks to assist Donee by providing, and Donee agrees to accept, a donation of fire equipment pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

AGREEMENT

SECTION 1. FIRE EQUIPMENT

- A. Description of Fire Equipment. The City agrees to provide to Donee with certain fire equipment (the “Equipment”), for the purpose of assisting Donee with necessary fire equipment to provide for fire training and fire education purposes. Donee agrees that the Equipment will only be used for fire training and fire education and for no other use or purpose. The Equipment is self-contained breathing apparatus (SCBA) and consists of 111 harnesses/backpacks and 283 cylinders, which are no longer suitable for use by the City for firefighting purposes. Any use of the Equipment by Donee is with full knowledge that the Equipment has no value and is not suitable for firefighting activities.
- B. Equipment is “As Is.” The Equipment provided pursuant to this Agreement is provided “as is” by the City. It is understood by the parties that the City makes no warranty with respect to the fitness of the Equipment for any particular use or purpose. The parties expressly understand that the Equipment no longer meets the needs of the City for firefighting purposes.
- C. Term. This agreement commences on the Execution Date. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
- D. Items of Value. This Agreement cannot be interpreted to permit the donation of any items that have value to the City for firefighting purposes. Any donation of such items must be made under a separate agreement between the parties and be approved by the City Council.

SECTION 2. RELEASE OF CLAIMS; AND INDEMNIFICATION.

As consideration for the Agreement, Donee, including, but not limited to, members of its Board of Directors or other elected or appointed officials, and members of any commissions, boards, officers, agents, employees, and representatives (collectively, the "Donee Releasers") hereby agree as follows:

A. Release of Claims. To release the City, including, but not limited to, members of its City Council, and members of City commissions, boards, officers, agents, employees, and representatives (collectively, the "City Released Parties") from any and all actions, claims, demands, liabilities, damages, losses, causes of action, in law or in equity, costs or expenses of any nature, whatsoever, known, or unknown, suspected or unsuspected, which the Donee Releasers may have against the City Released Parties arising directly or indirectly from the Equipment (the "Release"). This Release shall be binding upon the Donee Releasers, and any and all of their assigns, agents, attorneys, predecessors, and successors in interest. The term "successors" shall mean successors, assignees, transferees, and all persons acting by through, under, or in concert with any of them. It is understood by the Donee Releasers that this general release is intended to be a full and complete release of all claims that the Donee Releasers may have against the City Released Parties in connection with the Equipment.

B. Indemnification. To indemnify, defend and hold harmless the City Released Parties from and against any and all loss, damages, liability, claims suits, costs and expenses, whatsoever, including reasonable attorneys' fees, arising out of or resulting from the Donee's use, possession or operation of the Equipment

The release of claims and obligations to indemnify, defend and hold harmless set forth in this Section 2 shall survive the termination of this Agreement.

SECTION 3. NOTICES.

All notices, demands, requests, or approvals which are required under this Agreement, or which either the City or Donee may desire to serve upon the other, must be in writing and will be conclusively deemed served when delivered personally or forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, and addressed as provided below.

A. All notices, demands, requests, or approvals from Donee to the City must be addressed as follows:

Rocky Bonura, Director
 Business Services
 El Camino Community College District
 16007 Crenshaw Blvd.
 Torrance, CA 90506-0001

B. All notices, demands, requests or approvals from Donee to the City of Torrance must be addressed as follows:

Fire Chief
 City of Torrance Fire Department
 1701 Crenshaw Blvd.
 Torrance, CA 90501

With a copy to:

City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970

C. Or at such other address as either party may subsequently designate.

SECTION 4. GOVERNING LAW.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, will be interpreted and construed pursuant to and in accordance with the laws of the State of California. The donation of the Equipment is deemed to take place in Torrance, California. For any dispute arising from this Agreement, the parties consent to venue exclusively in either the United States District Court for the Central District of California or in the Los Angeles Superior Court, as appropriate, and waive any defense based on lack of personal jurisdiction in such venue.

SECTION 5. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Donee warrant that (i) Donee is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of Donee; (iii) by so executing this Agreement, Donee is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which Donee is bound.

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SECTION 5. INTEGRATION.

This Agreement represents the entire understanding between the parties as to those matters contained within it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF TORRANCE,
A Municipal Corporation

EL CAMINO COMMUNITY COLLEGE
DISTRICT

Frank Scotto, Mayor

Rocky Bonura, Director
Business Services

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III

By: _____
Patrick Q. Sullivan,
Assistant City Attorney

**EL CAMINO COMMUNITY COLLEGE DISTRICT**

16007 Crenshaw Boulevard, Torrance, California 90506-0001

Telephone (310) 532-3670 or 1-866-ELCAMINO

www.elcamino.edu

December 7, 2010

William Racowschi, Fire Chief
Torrance Fire Department
1701 Crenshaw Blvd.
Torrance, CA 90505

Dear Chief Racowschi,

The Torrance Fire Department, as well as the City of Torrance, has a partnership with El Camino College of long standing. Our training facility has been utilized by the Torrance firefighters for specialized training and we look to you and the South Bay Chiefs as our advisory group in delivering Fire Training Programs that meet the needs of the South Bay Fire Departments. Many of our graduates from our Fire Training Program have been successfully hired by the Torrance Fire Department and are actively employed with you today.

We are in need of equipment for our Fire Academy that our budget simply can't accommodate. It is my understanding that you have some surplus Self Contained Breathing Apparatus, (SCBA's) that have been taken out of service. We have over 50 students per semester that are in need of SCBA's. The SCBA's that we are using now are functional; however, they are old and require constant repair and extensive maintenance.

You and your Department have been strong supporters of El Camino College and our Fire Technology Program. Any assistance you can give us by donating these surplus SCBA's to the El Camino Fire Academy will be truly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Ken Mays".

Ken Mays
Training Coordinator
El Camino Fire Academy