

## RESOLUTION NO. 2638

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA APPROVING THE DONATION OF CITY OWNED SURPLUS PROPERTY AND AUTHORIZING RELATED ACTIONS

**WHEREAS**, the City of Portola owns the following property deemed a surplus on May 8<sup>th</sup>, 2024, via Resolution 2575

- 1948 Ford Firetruck – Chassis Number 1637706

**WHEREAS**, the City of Portola, no longer operates a fire department; and

**WHEREAS**, City of Portola fire department assets were transferred to the consolidated fire department Beckwourth Peak Fire Protection District that is responsible for providing fire protection to the City; and

**WHEREAS**, the City of Portola, after due consideration has determined that the surplus property is no longer needed; and

**WHEREAS**, the donation of said property to Beckwourth Peak Fire Protection District as the district responsible for providing fire protection to the City is deemed appropriate.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council adopts the above recitals as its findings; and

1. **Approval of the Donation:** The City Council hereby approves the donation of the property described above, provided that the Beckwourth Peak Fire Protection District accepts it on the terms and conditions set forth in this Resolution and a Waiver, Release and Hold Harmless Agreement (Exhibit A) in a form approved by the City Manager and City Attorney.
2. **Authorization to Execute:** The City Manager is authorized and directed to execute the Agreement (Exhibit A), and any other documents, instruments, or agreements necessary to complete the donation and transfer of the title of the property.
3. **Implementation:** The City Manager is authorized to take all necessary actions to implement this resolution and the Agreement.

**BE IT FURTHER RESOLVED** that, for the reasons set forth above, the City Council declares the above-described surplus property, no longer needed; and

**BE IT FURTHER RESOLVED** that the City donates the above-described property to Beckwourth Peak Fire Protection District provided that it executes and delivers to the City a Waiver, Release and Hold Harmless Agreement in a form approved by the City Manager and City Attorney.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of January 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mayor, Bill Powers

ATTEST:

\_\_\_\_\_  
Kristen Schiavone, Deputy City Clerk

I, Kristen Schiavone, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a regular meeting thereof held on January 14<sup>th</sup>, 2026.

\_\_\_\_\_  
Kristen Schiavone, Deputy City Clerk

# Exhibit A

## WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned, a purchaser and/or acquirer of surplus property as described below (the "Property") from the City of Portola ("CITY"), acknowledges that this Agreement was signed prior to his/her/its purchase and/or acquisition of such Property, and agrees to purchase and/or acquire such Property subject to the following terms and conditions:

1. The undersigned acknowledges and agrees that the Property is being sold or donated as surplus because it is old, used, defective, obsolete, and/or in need of repair, and the undersigned accepts the Property "AS IS" and "WHERE IS" having satisfied himself/herself through prior inspection that the Property is worth the amount bid and/or payment by the undersigned.
2. The undersigned acknowledges and agrees that the Property is being sold as surplus property to the undersigned for public use and the undersigned agrees to use it for a public purpose.
3. The undersigned acknowledges and agrees that the CITY does not make any warranties as to the Property's quality, condition, or fitness for any particular purpose. All warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, are expressly disclaimed by the CITY.
4. The undersigned acknowledges and agrees that the Property may need professional inspection and repair before it can be operated without risk of or accident or injury to the undersigned or to others.
5. The undersigned agrees to release, defend, indemnify and hold harmless the CITY, its elected and appointed officials, officers, employees and agents, from and against any and all claims and/or actions arising from the undersigned's use, ownership or storage of the Property, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim and/or action.
6. In the event of any breach of this Agreement by the undersigned, the undersigned agrees to pay to the CITY all costs and expenses, including reasonable attorneys' fees incurred by the CITY, in enforcing any of the provisions of this Agreement, whether or not suit is instituted.
7. The undersigned agrees to pick-up and remove the Property from the CITY no later than \_\_\_\_\_ and if it fails to do so, then the CITY may dispose of the Property without any refund or notice to the undersigned.
8. The Property is described as follows: 1948 Ford Firetruck – Chassis Number 1637706

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser