
File ID: 2026-01189

7/21/2026

Surplus Property Donation to Yuba City Firefighters Association

File ID: 2026-01189

Location: Citywide

Recommendation: Adopt a **Resolution:** 1) authorizing the donation of one surplus antique fire engine to the Yuba City Firefighters Association; and 2) authorizing the City Manager or designee to execute any necessary documentation to complete the property transfers, including a hold harmless agreement.

Contact: Stacey Chatman, Program Specialist, (916) 808-6711, schatman@cityofsacramento.org; Alison Kerstetter, Fleet Manager, (916) 808-1163, akerstetter@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Hold Harmless Agreement
- 3-Resolution

Description/Analysis

Issue Detail: The Department of Public Works, through its Fleet Management Division, received a formal donation request from the Yuba City Firefighters Association for an antique fire engine. The Association intends to use the vehicle to preserve local firefighting history, support community and memorial events, and enhance public education and outreach efforts.

The vehicle has been declared surplus, has exceeded its useful service life, and is no longer part of the City's active fleet. Donating the engine would provide a public benefit by preserving a historically significant asset, supporting educational and community engagement activities, and extending the useful life of a retired City vehicle through a nonprofit organization dedicated to fire service history and community outreach.

Policy Considerations: City Code Chapter 3.80.030 (7) provides that surplus personal property may be donated to any other public agency or charitable organization exempt under section 501(c)(3) of the Internal Revenue Code by resolution of the City Council. In this instance, the recipient meets this

criterion, making the organization eligible to receive donated surplus item.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the donation of a vehicle and is not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act guidelines.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Unit 10637, a 1921 American LaFrance fire engine (VIN #2609177), has exceeded its useful service life, is no longer part of the City's active fleet, and has been declared surplus to the City's needs. As a historically significant piece of firefighting equipment, the vehicle would be an appropriate addition to the Yuba City Firefighters Association's collection, where it can be preserved, restored, and maintained for future generations. The Association has expressed its intent to safeguard the vehicle, support its long-term restoration, and utilize it for educational, memorial, and community outreach events that highlight the history and evolution of the fire service.

Financial Considerations: Authorizing and executing the hold harmless agreement will protect the City from any further financial liability associated with the donated fire engine, and there will be no associated costs to the City upon approval of this Resolution.

Local Business Enterprise (LBE): Not applicable.

Contract Routing Sheet

☐ **Payment / Performance Bond Only**

General Routing Information

Department: Public Works Department

Contract Coordinator: Stacey Chatman

Email: schatman@cityofsacramento.org

Effective Date: 07/21/2026

Expiration Date: _____

Grant/Project Name: Surplus Donation to Yuba City Firefighters Association

Other Party: Yuba City Firefighters Association

Original Not to Exceed Amount: \$ 0.00

Assessor's Parcel Number(s): _____

Project Number: _____

Bid/RFQ/RFP#: _____

Supplements/Addendums/Change Orders

☐

Adjusted Amount of this Change (+/-): _____

New Not to Exceed Amount: _____

Change In Scope: No

Original Contract Number: _____

Supplement Number: _____

Council Approval



Original Meeting Date: 7/21/26

Council File ID: 2026-01189

Supplement Meeting Date: _____

Council File ID: _____

Processing Information

☐ Clerk's Office to Mail for Recording

☐ Return to Dept for Recording

☐ Return to Dept for Other Party Signature

☐ Construction Related

☐ Real Estate

☐ Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

Signing Authority - Department Directors up to \$100K; \$100K - \$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

Department Review and Routing

AB 339 Review Confirmation (if needed) Not applicable-donation of goods

Sign _____

Sign _____

Sign _____

Sign _____

Sign _____

Hold Harmless Agreement

This **HOLD HARMLESS AGREEMENT** (this "Agreement") is made at Sacramento, California, as of 07/21/2026 ("Effective Date"), by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and the

*Yuba City Firefighters Association
824 Clark Ave
Yuba City, CA 95991*

WHEREAS, The Yuba City Firefighters Association desires to acquire from CITY, and CITY desires to donate to Yuba City Firefighters Association the Surplus Property described below; and

WHEREAS, Yuba City Firefighters Association desires to hold harmless and indemnify CITY from any claims and/or litigation arising out of CITY'S actions in connection with its donation, and Yuba City Firefighters Association acceptance of the Surplus Property, described as one (1) Fire Engine, identified as:

- 1921 American Lafrance, VIN 2609177

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, CITY and Yuba City Firefighters Association hereby agree as follows:

TERMS

1. **Acceptance of Responsibilities.** Yuba City Firefighters Association shall be responsible for, all taxes, levies, assessments, and the like arising out of, or in any way connected with, the transfer, dismantling, loading, transportation, removal, possession, ownership, or use of the Surplus Property conveyed hereunder. The Surplus Property conveyed hereunder shall be removed from the South Area Corporation Yard (5730 24th Street, Sacramento, CA 95822) within 30 days of approval by the Sacramento City Council. In the event the Surplus Property is not so removed, CITY shall have the unconditional right to sell, donate or otherwise dispose of the Surplus Property at its convenience, by any method it chooses, and without prior notice to Yuba City Firefighters Association.
2. **Exclusion of Warranties.** **CITY CONVEYS, AND YUBA CITY FIREFIGHTERS ASSOCIATION, THE SURPLUS PROPERTY "AS-IS." THE CITY MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE, OR DESCRIPTION, OR ITS MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, OR OTHER CHARACTERISTIC OF THE SURPLUS PROPERTY.** Yuba City Firefighters Association agrees that it was given full opportunity to inspect and examine the Surplus Property. Yuba City Firefighters Association's failure to inspect will not constitute grounds for any claim against the City.
3. **Hold Harmless and Indemnity.** Yuba City Firefighters Association shall fully defend, indemnify, and hold harmless CITY from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without

limitation, all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death) relating to the Surplus Property and/or CITY'S conveyance of the same, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of CITY, its officers, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorneys' fees, and related cost or expenses, and any reimbursement to CITY for all legal fees, expenses, and cost incurred by it.

4. **Insurance.** Yuba City Firefighters Association shall provide:
 - a. General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Sacramento Area Fire Chaplaincy, with limits of not less than \$1,000,000 per occurrence.
 - b. Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy shall provide coverage for owned, non-owned, and/or hired autos, as appropriate.
 - c. Certificates of insurance and required endorsements evidencing the insurance required. The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds under Sacramento Area Fire Chaplaincy's general liability and automobile coverage.
5. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have actual legal power, right, and authority to make this Agreement and bind each respective Party.
6. **Supplementation, Modification and Amendment.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
7. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
8. **Attorney's Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which that Party is entitled. In the event of a dispute, the court or trier of

fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written agreements between the Parties related to such matters.
10. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, constructed as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California law, in the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California law.
11. **Applicable Law.** This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.
12. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal or state courts of California in Sacramento County. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper on inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: Ryan Moore

Title: Assistant City Manager

For: Maraskeshia Smith, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Paul A. Gale

City Attorney

YUBA CITY FIREFIGHTERS ASSOCIATION


Charles Herold (Jun 2, 2026 13:16:49 PDT)

Signature of Authorized Person

Charles Herold, Association President
Print Name and Title


Pace Davis (Jun 2, 2026 14:14:23 PDT)

Additional Signature of Authorized Person

Pace Davis, Association Secretary
Print Name and Title

RESOLUTION NO. 2026-XXXX

Adopted by the Sacramento City Council

July 21, 2026

Approval to Donate One Fire Engine to the City of Yuba City

BACKGROUND

- A. The Yuba City Firefighters Association has requested that one antique fire engine be donated to preserve firefighting history and for community and memorial events and/or educational outreach.
- B. The Department of Public Works, Fleet Management Division, has requested approval to donate surplus unit 10637, no longer in service, to Yuba City Firefighters Association.
- C. City Code Chapter 3.80.030 (7) provides that surplus personal property may be donated to any charitable organization by resolution of the City Council.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The donation of the antique fire engine listed below is approved.

City Unit	Year	Make	Model	Vin
10637	1921	American Lafrance	T-30-CF	2609177

Section 2. The City Manager or designee is hereby authorized to enter into a hold harmless agreement between the City of Sacramento and Yuba City Firefighters Association along with any other documentation required to complete the donation.