RESOLUTION
BOARD OF DIRECTORS
ADAMS COUNTY FIRE PROTECTION DISTRICT

A RESOLUTION ESTABLISHING A SURPLUS PROPERTY POLICY

WHEREAS, the Adams County Fire Protection District ("District") is a political subdivision of the State of Colorado, organized pursuant to the Special District Act, C.R.S. § 32-1-101, et seq. ("Act"), to provide fire and other emergency services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction;

WHEREAS, the District Board of Directors ("Board") has determined that the principles of public accountability and sound fiscal management require that the District, as needed, identify tools, equipment, vehicles, or other forms of personal property, that, whether due to age, condition, obsolescence, changed operations, or otherwise, no longer further the District's Emergency Services or the efficient and effective conduct of the District's operations ("Surplus Property"). The Board also has determined that the Surplus Property should be sold, auctioned, donated, or otherwise disposed of to provide additional revenue for the District, and/or to reduce costs to the District and its taxpayers of insuring, maintaining, repairing, storing, or otherwise preserving the Surplus Property;

WHEREAS, the Board has further determined that the principles of public accountability and sound fiscal management demand that the District sell Surplus Property when the estimated fair market value of the Surplus Property is likely to exceed by a material amount the costs of selling the Surplus Property. If the Surplus Property has no appreciable fair market value, or the proceeds would not materially exceed the sale costs, the Surplus Property should be donated or disposed of in a manner that minimizes the costs to the District; and

WHEREAS, the Board has further determined that it is in the best interests of the District and its taxpayers to sell, donate, or otherwise dispose of Surplus Property that has an estimated fair market value of less than $2,000 without requiring prior Board approval, subject to the limitations and conditions set forth below.

NOW, THEREFORE, be it resolved by the Board of Directors of the Adams County Fire Protection District that:

1. The Fire Chief, or his/her designee, shall determine, as needed, whether the District has any Surplus Property.

2. The Fire Chief shall, as needed, obtain prior Board approval to sell, auction, or donate Surplus Property that has an estimated fair market value of $2,000 or more. For sales of Surplus Property of $2,000 or more, the Fire Chief shall advise the board of the Surplus Property and discuss with the Board on how such Surplus Property should be disposed. The Board shall make a motion authorizing the sale, auction or donation of any Surplus Property in excess of $2,000, which may include using a third-party to auction the Surplus Property. Any Surplus Property shall require a Bill of Sale. The Fire Chief shall present to the Board a Bill of Sale in the form attached as Exhibit A, and for donations of Surplus Property of $2,000 or more, the Fire Chief is authorized to sign shall
present to the Board a proposed Donation Bill of Sale in the form attached as \textbf{Exhibit B}. A proposed Bill of Sale is not required for Surplus Property that will be auctioned, where a satisfactory Bill of Sale or other document transferring title will be supplied by the auction house.

3. For Surplus Property with a fair market value of less than $2,000, the Fire Chief may offer such Surplus Property for sale to employees. In such circumstances, all District employees, including Board members, shall receive information by email about the item(s) for sale and bid process, which process may be determined in the Fire Chief's sole discretion.

4. The Fire Chief is hereby authorized, as needed and without prior Board approval, to sell, auction, or donate Surplus Property that has an estimated fair market value of less than $2,000, subject to the following conditions:

   a. The Fire Chief has determined through appropriate diligence that the Surplus Property has an estimated fair market value of less than $2,000.

   b. The Fire Chief does not have authority to sell multiple items of Surplus Property that are interrelated, where the aggregate fair market value of all the items of Surplus Property is $2,000 or more, without prior Board approval.

   c. For sales of Surplus Property less than $2,000, the Fire Chief shall require a Bill of Sale in the form attached as \textbf{Exhibit A}, and for donations of Surplus Property less than $2,000, the Fire Chief shall require a Donation Bill of Sale in the form attached as \textbf{Exhibit B}. A proposed Bill of Sale is not required for Surplus Property less than $1,000 that will be auctioned, where a satisfactory Bill of Sale or other document transferring title will be supplied by the auction house.

   d. The proceeds of any sale or auction of surplus property less than $2,000 shall be deposited in the District's General Fund Account;

   e. The Fire Chief shall advise the Board in writing of the sale, auction, or donation of any Surplus Property less than $2,000 at the Board's next regularly scheduled meeting, and shall keep a record of all such items sold, auctioned, or donated, with sale price if applicable, for review by the Board upon request.

5. The Fire Chief is hereby authorized, as needed and without prior Board approval, to donate or otherwise dispose of Surplus Property that, through appropriate due diligence, the Fire Chief has determined has no appreciable value, or for which the costs of selling the Surplus Property would likely equal or exceed the proceeds of such sale. The Fire Chief shall require a Donation Bill of Sale (Exhibit B) for every donation of Surplus Property. The Fire Chief shall advise the Board in writing of the donation or disposal of any Surplus Property at the Board's next regularly scheduled meeting, and shall keep a record of all such items donated or disposed of for review by Board upon request.
DATED this 20th day of January, 2021.

BY THE BOARD OF DIRECTORS
ADAMS COUNTY FIRE PROTECTION DISTRICT

[Signatures]

Director

Director

Director
EXHIBIT A

BILL OF SALE
(VEHICLE)

KNOW BY ALL THESE PRESENTS, that the Adams County Fire Protection District, a political subdivision of the State of Colorado located at 8055 Washington Street, Denver, CO 80229 ("Seller"), upon payment of the sum of [e.g. "ONE HUNDRED"] DOLLARS ($[e.g. "100"]00), the receipt and sufficiency of which is hereby acknowledged, sells to [FULL LEGAL NAME OF BUYER], a [TYPE OF ENTITY], at [BUYER'S ADDRESS, INCLUDING STREET, CITY, STATE, ZIP] ("Buyer"), its successors and assigns, all of the right, title, and interest in and to the following Vehicle (defined below):

Make: 
Model: 
Color: 
Year: 
VIN: 
Title No.: 

together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements and improvements to such equipment (collectively, the "Vehicle").

Seller hereby represents and warrants that it is the lawful owner of the full legal and beneficial title to the Vehicle; that the Vehicle is free from any and all liens, claims, and encumbrances; that Seller has the right to sell the Vehicle, and does hereby convey to Buyer title to the same as aforesaid; and that Seller will warrant and defend the sale of the Vehicle and Buyer's title thereto against the claims and demands of all persons (other than any claims or demands created by or through Buyer).

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLE HAS BEEN PREVIOUSLY USED BY SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLE OR ANY PARTS THEREOF. BUYER EXPRESSLY TAKES THE VEHICLE IN "AS IS, WHERE IS" CONDITION.

In any dispute arising from or relating to Seller's sale of the Vehicle to Buyer, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

DATED this ___ day of ______________, 20__.
SELLER:

ADAMS COUNTY FIRE PROTECTION DISTRICT,
a political subdivision of the State of Colorado

By: ______________________, [Board President][Fire Chief]

STATE OF COLORADO   )
                     ) ss.
COUNTY OF __________ )

The foregoing Bill of Sale (Vehicle) was acknowledged before me this ___ day of ________________, 20___ by ________________________, as President of the Board of Directors of the Adams County Protection District, a political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: ____________________.

________________________________________
Notary Public

BUYER:

[FULL LEGAL NAME OF BUYER]

By: ________________________________
Name/Title: ___________________________

STATE OF COLORADO   )
                     ) ss.
COUNTY OF __________ )

The foregoing Bill of Sale (Vehicle) was acknowledged before me this ___ day of ________________, 20___ by ________________________, as ______________________ of ________________________.

Witness my hand and official seal.
My commission expires: ____________________.

________________________________________
Notary Public
BILL OF SALE
(PROPERTY OTHER THAN VEHICLES)

KNOW BY ALL THESE PRESENTS, that the Limon Area Fire Protection District, a political subdivision of the State of Colorado located at 8055 Washington Street, Denver, CO 80229 ("Seller"), upon payment of the sum of [e.g. "ONE HUNDRED"] DOLLARS ($[e.g. "100"]).00), the receipt and sufficiency of which is hereby acknowledged, sells to [FULL LEGAL NAME OF BUYER], a [TYPE OF ENTITY], at [BUYER'S ADDRESS, INCLUDING STREET, CITY, STATE, ZIP] ("Buyer"), its successors and assigns, all of the right, title, and interest in and to the following Property (defined below):

[DETAILED DESCRIPTION OF THE PROPERTY, INCLUDING TYPE, BRAND, COLOR, QUANTITY, SERIAL NUMBER OR IDENTIFICATION NUMBERS, ETC.]

together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements and improvements to such equipment (collectively, the "Property").

Seller hereby represents and warrants that it is the lawful owner of the full legal and beneficial title to the Property; that the Property is free from any and all liens, claims, and encumbrances; that Seller has the right to sell the Property, and does hereby convey to Buyer title to the same as aforesaid; and that Seller will warrant and defend the sale of the Property and Buyer's title thereto against the claims and demands of all persons (other than any claims or demands created by or through Buyer).

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY HAS BEEN PREVIOUSLY USED BY SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE PROPERTY OR ANY PARTS THEREOF. BUYER EXPRESSLY TAKES THE PROPERTY IN "AS IS, WHERE IS" CONDITION.

In any dispute arising from or relating to Seller's sale of the Property to Buyer, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

DATED this ___ day of __________, 20___.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]
SELLER:

ADAMS COUNTY FIRE PROTECTION DISTRICT,
a political subdivision of the State of Colorado

By: [Board President][Fire Chief]

STATE OF COLORADO )
COUNTY OF _________ ) ss.

The foregoing Bill of Sale (Property Other Than Vehicles) was acknowledged before me this
day of ____________, 20_ by ____________________, as [President of the Board of Directors][Fire Chief] of the Adams County Fire Protection District, a political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: ________________

Notary Public

BUYER:

[FULL LEGAL NAME OF BUYER]

By: ____________________________
Name/Title: ____________________________

STATE OF COLORADO )
COUNTY OF _________ ) ss.

The foregoing Bill of Sale (Property Other Than Vehicles) was acknowledged before me this
day of ____________, 20_ by ____________________, as ____________________________.

Witness my hand and official seal.
My commission expires: ________________

Notary Public
EXHIBIT B

DONATION BILL OF SALE
(VEHICLE)

KNOW BY ALL THESE PRESENTS, that the Limon Area Fire Protection District, a political subdivision of the State of Colorado located at 8055 Washington Street, Denver, CO 80229 ("Donor"), hereby donates and gifts to [FULL LEGAL NAME OF DONEE], a [TYPE OF ENTITY], at [DONEE'S ADDRESS, INCLUDING STREET, CITY, STATE, ZIP] ("Donee"), its successors and assigns, all of the right, title, and interest in and to the following Vehicle (defined below):

Make: ________________
Model: ________________
Color: ________________
Year: ________________
VIN: ________________
Title No: ________________

together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements and improvements to such equipment (collectively, the "Vehicle").

Donor hereby represents and warrants that it is the lawful owner of the full legal and beneficial title to the Vehicle; that the Vehicle is free from any and all liens and encumbrances; that Donor has the right to sell or donate the Vehicle, and does hereby convey to Donee title to the same as aforesaid; and that Donor will warrant and defend the donation of the Vehicle and Donee's title thereto against the claims and demands of all persons (other than any claims or demands created by or through Donee).

DONEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLE HAS BEEN PREVIOUSLY USED BY THE DONOR. DONOR SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLE OR ANY PARTS THEREOF. THE DONEE EXPRESSLY TAKES THE VEHICLE IN "AS IS, WHERE IS" CONDITION.

In any dispute arising from or relating to the Donor's donation of the Vehicle to the Donee, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order or award.

DATED this ___ day of ________________, 20__.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]
DONOR:
ADAMS COUNTY FIRE PROTECTION DISTRICT,
a political subdivision of the State of Colorado

By: ______________________ [Board President][Fire Chief]

STATE OF COLORADO    )
                     ) ss.
COUNTY OF __________  )

The foregoing Donation Bill of Sale (Vehicle) was acknowledged before me this ___ day of ___ , 20 ___ by _____________________, as [President of the Board of Directors][Fire Chief] of the Adams County Fire Protection District, a political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: ________________.

____________________________________
Notary Public

DONEE:

[FULL LEGAL NAME OF DONEE]

By: ________________________________
Name/Title: __________________________
____________________________________

STATE OF COLORADO    )
                     ) ss.
COUNTY OF __________  )

The foregoing Donation Bill of Sale (Vehicle) was acknowledged before me this ___ day of ___ , 20 ___ by _____________________, as ______________________ of __________.

Witness my hand and official seal.
My commission expires: ________________.

____________________________________
Notary Public
DONATION BILL OF SALE
(PROPERTY OTHER THAN VEHICLES)

KNOW BY ALL THESE PRESENTS, that the Limon Area Fire Protection District, a political subdivision of the State of Colorado located at 8055 Washington Street, Denver, CO 80229 ("Donor") hereby donates and gifts to [FULL LEGAL NAME OF DONEE], a [TYPE OF ENTITY], at [DONEE'S ADDRESS, INCLUDING STREET, CITY, STATE, ZIP] ("Donee"), its successors and assigns, all of the right, title and interest in and to the following Property (defined below):

[DETAILED DESCRIPTION OF THE PROPERTY, INCLUDING TYPE, BRAND, COLOR, QUANTITY, SERIAL NUMBER OR IDENTIFICATION NUMBERS, ETC.]

together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements and improvements to such equipment (collectively, the "Property").

Donor hereby represents and warrants that it is the lawful owner of the full legal and beneficial title to the Property; that the Property is free from any and all liens and encumbrances; that Donor has the right to sell or donate the Property, and does hereby convey to Donee title to the same as aforesaid; and that Donor will warrant and defend the donation of the Property and Donee's title thereto against the claims and demands of all persons (other than any claims or demands created by or through Donee).

DONEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY HAS BEEN PREVIOUSLY USED BY THE DONOR. DONOR SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE PROPERTY OR ANY PARTS THEREOF. THE DONEE EXPRESSLY TAKES THE PROPERTY IN "AS IS, WHERE IS" CONDITION.

In any dispute arising from or relating to the Donor's donation of the Property to the Donee, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

DATED this ___ day of __________________, 20___.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]
DONOR:

ADAMS COUNTY FIRE PROTECTION DISTRICT,
a political subdivision of the State of Colorado

By: ____________________ [Board President][Fire Chief]

STATE OF COLORADO  )
    ) ss.
COUNTY OF _________  )

The foregoing Donation Bill of Sale (Property Other Than Vehicles) was acknowledged before me this ___ day of ____________, 20___ by ____________________, as [President of the Board of Directors][Fire Chief] of the Adams County Fire Protection District, a political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: ________________.

__________________________________
Notary Public

DONEE:

[FULL LEGAL NAME OF DONEE]

By: ____________________________
Name/Title: ______________________

STATE OF COLORADO  )
    ) ss.
COUNTY OF _________  )

The foregoing Donation Bill of Sale (Property Other Than Vehicles) was acknowledged before me this ___ day of ____________, 20___ by ____________________, as _______ of _____________________.

Witness my hand and official seal.
My commission expires: ________________.

__________________________________
Notary Public

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