

RESOLUTION NO. 87

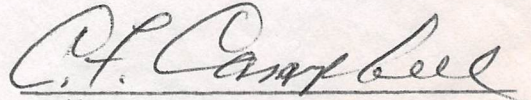
NOW THEREFORE BE IT RESOLVED: THAT THE TERMS AND CONDITIONS OF TRANSFER OF FEDERAL SURPLUS PROPERTY, AS SHOWN ON THE ATTACHED (CERTIFICATE AND AGREEMENTS), WHICH APPEAR ON ALL INSTRUMENTS OF TRANSFER IN USE BY THE SURPLUS PROPERTY SECTION, SERVICES DIVISION, DEPARTMENT OF FINANCE AND ADMINISTRATION, SHALL BE SPREAD UPON THE MINUTES OF THIS MEETING; AND BE IT

FURTHER RESOLVED: THAT THE DIRECTOR AND ASSISTANT DIRECTOR, BROOKINGS CIVIL DEFENSE AGENCY SHALL BE AND ARE HEREBY AUTHORIZED AS THE REPRESENTATIVES OF THE CITY OF BROOKINGS TO OBTAIN THE TRANSFER TO IT OF SURPLUS PROPERTY FROM SAID SURPLUS PROPERTY SECTION, UPON, AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED "CERTIFICATE AND AGREEMENT" AND IN ITS NAME AND BEHALF AGREE TO SUCH TERMS AND CONDITIONS; AND BE IT

FURTHER RESOLVED: THAT A CERTIFIED COPY OF THIS RESOLUTION BE GIVEN THE SURPLUS PROPERTY SECTION, SERVICES DIVISION, DEPARTMENT OF FINANCE AND ADMINISTRATION, AND THAT THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT, UNTIL WRITTEN NOTICE TO THE CONTRARY IS GIVEN SAID SURPLUS PROPERTY SECTION BY THE CITY COUNCIL; CITY OF BROOKINGS, OREGON.

ADOPTED BY THE COUNCIL OF THE CITY OF BROOKINGS, OREGON, THIS 20th DAY OF November, 1962.

SUBMITTED TO AND APPROVED BY THE MAYOR OF THE CITY OF BROOKINGS, OREGON, THIS 21st DAY OF November, 1962.


MAYOR

ATTEST:


CITY RECORDER

CERTIFICATE AND AGREEMENT

A. The donee hereby certifies:

(1) That it is a tax-supported or non-profit and tax-exempt (under Sec. 501 (C) (3) of the Internal Revenue Code of 1954, or Sec. 101 (6) of the Internal Revenue Code of 1939) school system, school, college, university, medical institution, hospital, clinic or health center, or a civil defense organization designated pursuant to State Law, within the meaning of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the U. S. Department of Health, Education, and Welfare (hereinafter referred to as the "Department").

(2) That the property requested by this document is usable and necessary in the state for either educational, public health, or civil defense purposes, as indicated in (5) on the reverse side of this form, including research for any such purpose, is required for its own use to fill an existing need, and is not being acquired for any other use or purpose, for use outside the State, or for sale.

(3) That funds are available to pay the costs of care and handling incident to donation, including packing, preparation for shipping, loading, and transporting such property.

B. Terms and conditions applicable to ALL property donated:

(4) Property acquired by a donee, regardless of acquisition cost, shall be on an "as-is", "where-is" basis, without warranty of any kind.

(5) The donee agrees to maintain records on all non-expendable items received by this instrument for a period of five (5) years. Such records are to be kept separately and readily accessible at all times for inspection by duly authorized representatives of the State Surplus Property Section.

(6) The Donee agrees to file such utilization reports as the State Surplus Property Section may require.

(7) If the donee fails to abide by the terms and conditions or does not pay the service and handling charges assessed by the State Surplus Property Section within a six-month period from the time of acquisition, said agency shall have the right and authority in addition to other available remedies, to withhold further transfers of Government surplus property from the donee until the infraction has been corrected to the satisfaction of the State Surplus Property Section.

C. Terms and conditions applicable to any donated property having a single item acquisition cost of \$2,500 or more, regardless of the purpose for which acquired:

(8) Such property shall be used only for the educational, public health, or civil defense purpose for which acquired, including research for any such purpose, and for no other purpose.

(9) Donees shall make reports to the State agency on the use, condition, and location of such property and on other pertinent matters as may be required from time to time by the State Agency, the Department, or the Federal Civil Defense Administration, as appropriate.

D. Terms and conditions applicable to property other than aircraft having a single item acquisition cost of \$2,500 or more donated for educational or public health purposes:

(10) Such property shall be placed in use for the purpose for which acquired no later than twelve months after acquisition thereof. In the event such property is not placed in use within twelve months of receipt, the donee, within 30 days after the expiration of the twelve-month period, shall notify the Department in writing through the State agency. Title and right to the possession of such property not so placed in use within the above mentioned period shall at the option of the Department revert to the United States of America, and upon demand the donee shall release such property to such person as the Department or its designee shall direct.

(11) There shall be a period of restriction which will expire after such property has been used for the purpose for which acquired for a period of four years, except that the period of restriction on motor vehicles donated subsequent to June 3, 1955, will expire after a period of two years of such use.

(12) During the period of restriction the donee shall not sell, trade, lease, lend, bail, encumber, or otherwise dispose of such property or remove it for use outside the State without prior written approval of the Department. Any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by the Department, shall be for the benefit and account of the United States of America and the net proceeds thereof shall be received and held in trust for the United States of America and shall be paid promptly to the Department, except in those instances in which the Department determines that the Government's administrative costs in connection with receipt thereof will exceed such net proceeds.

(13) In the event such property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of during the period of restriction without prior approval, the donee, at the option of the Department, shall be liable to the United States of America for the proceeds of the disposal or for the fair market value of the property at the time of such disposal as determined by the Department.

(14) If during the period of restriction, property is no longer suitable, usable or further needed by the donee for the purpose for which acquired, the donee shall promptly notify the Department

through the State agency, and shall, as directed by the Department or State agency, either retransfer the property to such department or agency of the United States of America or such other donee as may be designated, or sell the property at public sale. Such public sale shall be for the benefit and account of the United States of America and the net proceeds thereof shall be received and held in trust for the United States of America and shall be paid promptly to the Department, except in those instances in which the Department determines that the Government's administrative costs in connection with receipt thereof will exceed such net proceeds.

(15) At the option of the Department, the donee may abrogate the terms and conditions set forth in Sections C and D by payment of an amount as determined by the Department.

E. Terms and conditions applicable to any donated property having a single item acquisition cost of less than \$2500:

(16) Property transferred by this instrument having a single item acquisition cost of less than \$2500 will not be sold, transferred, or otherwise encumbered, for a period of twelve (12) months' utilization, without prior approval of the State Surplus Property Section.

(17) Property transferred by this instrument having a single item acquisition cost of less than \$2500, which has not been put into use by the donee for the intended purpose so stated, within twelve (12) months after it has been acquired will, upon request, be returned or transferred, at the discretion and direction of the State Surplus Property Section, and at the expense of the donee.

F. Additional terms and conditions applicable to all property, regardless of acquisition cost, donated for Civil Defense purposes:

(18) Property acquired by the donee shall be an "as is" "where is" basis without warranty of any kind.

(19) There will also be applicable such other terms and conditions as are contained in the Regulations of the Office of Civil and Defense Mobilization, Title 32, Code of Federal Regulations, Subtitle C, Part 1702, as in effect on the date hereof.

G. Additional terms and conditions applicable to property having a single item acquisition cost of \$2500 or more donated for Civil Defense purposes:

(20) All such property shall be distributed and, during the period of restriction, be properly maintained in good operational condition and stored, installed or utilized only as necessary to achieve a state of operational readiness as required by the civil defense mission assigned to the donee in accordance with the civil defense operational plans of the state and, where applicable, local government (which shall be consistent with the National Plan for Civil Defense and Defense Mobilization, as now or hereafter amended). Operational readiness shall include necessary use in training under a civil defense training program approved by the state civil defense director as being in accordance with the civil defense operational plans of the state.

(21) Except as otherwise expressly provided hereinbelow and unless and until expressly waived in writing by the Director, OCDM, on a case basis, the period of restriction for all items of property donated for civil defense purposes shall be four years from the date such property is first used or put in stockpile in accordance with this subsection. The specific exceptions are as follows:

(a) Motor Vehicles, Federal Supply Classification (FSC) Group 23— for which a two year period of restriction shall apply.

(b) Boats (FSC Group 19), Tractors (FSC Group 24), Construction, Mining, Excavating and Highway Maintenance Equipment (FSC Group 38), Firefighting, and Rescue Equipment (FSC Group 42), Prefabricated Structures (FSC Group 54), and Generators (FSC Class 6115), for all of which a six-year period shall apply.

(c) Aircraft (FSC Group 15), for which the special terms and conditions provided in the DHEW Conditional Transfer Document (Aircraft) covering the transfer shall apply.

(22) Reserve stock storage and installation of equipment for operational readiness shall, in addition to meeting the above criteria, meet all applicable criteria established by the OCDM.

(23) During the period of restriction, the property shall not be sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without the specific, prior, written approval of the Director, OCDM.

(24) If, during the period of restriction, property is no longer suitable, usable, or further needed for the purpose for which acquired, the donee shall promptly notify the Office of Civil and Defense Mobilization through the State civil defense director and shall, as directed by the Office of Civil and Defense Mobilization, either retransfer the property to such department or agency of the United States of America or such other donee as may be designated, or sell the property at a public sale.

(25) In the event any of the terms and conditions set forth in this section are breached, all right, title and interest in the property involved, at the option of the Director, OCDM, shall revert to the United States of America. In addition, where there has been an unauthorized disposal or improper use of any kind, the donee, at the option of the Director, OCDM, shall be liable to the United States for all damages. Where the property is not returned to the United States Government or where property is improperly used, the donee shall be liable to the United States for any proceeds from the disposal or improper use or for the fair market value or rental value of the property at the time of such disposal or improper use, at the option of and as determined by the Director, OCDM.