

RESOLUTION NO. CCCXXXI (331)

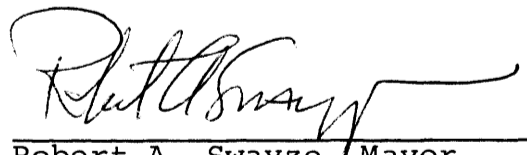
A RESOLUTION RELATING TO FEDERAL SURPLUS PROPERTY AND
APPOINTING AUTHORIZED REPRESENTATIVES OF THE CITY.

BE IT RESOLVED by the City of Canby that the terms and conditions of transfer of Federal Surplus property as shown on "Certificate of Agreement" which appear on all instruments of transfer in use by Surplus Property Section, Services Division, Department of General Services, shall be spread upon the minutes of this meeting; and

BE IT FURTHER RESOLVED that City Administrator R. Douglas Zenor, Public Works Superintendent Bud Atwood, and Police Chief Jerry Giger shall be and they are hereby appointed and authorized as the representatives of the City of Canby, a municipal corporation of Clackamas County, State of Oregon, to obligate its funds and obtain the transfer to it of surplus property from said Surplus Section upon and subject to the terms and conditions set forth in the said "Certificate of Agreement," a copy of which is attached to and expressly made a part of this resolution; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be given to the Surplus Property Section, Services Division, Department of General Services, and that the same shall remain in full force and effect until written notice to the contrary is given Surplus Property Section by the Canby City Council.

ADOPTED this 15th day of December, 1982, at a regular meeting of the Canby City Council.


x _____
Robert A. Swayze, Mayor

ATTEST:



Marilyn Perrett, City Recorder Pro Tem

TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:

- (1) It is a public agency, or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and, at the donee's expense, return such property to the state agency, or otherwise make the property available for transfer or other disposal by the state agency, provided the property is still usable as determined by the state agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$3,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the state agency designates a further period of restriction.
- (3) In the event the property is not so used as required by (C)(1) and (2) and federal restrictions (B)(1) and (2) have expired then title and right to the possession of such property shall at the option of the state agency revert to the State of Oregon and the donee shall release such property to such person as the state agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state, without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donee to GSA or the state agency, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donee, at the option of GSA or the state agency, shall pay to GSA or the state agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the state agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the state agency, and shall, as directed by the state agency, return the property to the state agency, release the property to another donee or another state agency or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.
- (4) The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.
- (5) At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

- (1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$3,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

This donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

APPLICATION FOR ELIGIBILITY
FEDERAL PROPERTY UTILIZATION PROGRAM
UNDER P.L. 94-519

Legal Name of Applicant: City of Canby

Mailing Address: P.O. Box 930

Zip Code 97013

Location: Canby, Oregon

County Clackamas

1. Application is made: a. XXXX as a Public Agency

PHONE (503) 266-4021

b. _____ as a _____ Institution (Attach copy of Tax exempt determination under Section 501(c)(3) of the Internal Revenue Code)

2. Applicant is a: (See definitions)

a. _____ State Agency

g. _____ School for the Physically Handicapped

i. _____ Child Care Center

b. XXXX Local Government

m. _____ Hospital

c. _____ School

h. _____ Educational Radio Station

n. _____ Health Center

d. _____ College

i. _____ Educational TV Station

o. _____ Clinic

e. _____ University

j. _____ Library

p. _____ Other (Specify): _____

f. _____ School for the Mentally Retarded

k. _____ Museum

3. Source of funds: a. XXX Taxes or Public Funds b. XXX Grants and/or Contributions
c. XXX Other (Describe) Revenue Sharing monies

4. Applicant is: a. _____ Accredited b. _____ Approved c. _____ Licensed
(Attach documentary evidence substantiating Approval or Licensing)

5. When not obvious from institution's name, attach a narrative to provide:

a. If a Public Agency, details of public program functions, activities, and/or facilities.

b. If Nonprofit Educational, details to include grades taught, enrollment, length of school day, weeks, and year; number and qualifications of full-time and part-time staff, and facilities operated or programs conducted.

c. If Nonprofit Public Health, details of services offered, number of beds where applicable, number of resident physicians, number of registered nurses, other professional staff, and facilities operated, or programs conducted.

Date 12-15-82

Signed _____

Title City Administrator
(Legally Authorized Official)

Attachments: (As required)

1. XXX Assurance of Compliance with Nondiscrimination
2. XXX Authorization of participants
3. _____ Narrative program description (if required)
4. _____ IRS determination (if nonprofit under Section 501 of IRS Code)
5. _____ Evidence of approval, accreditation or licensing (if required)

FOR STATE AGENCY USE

1. Applicant is approved as a: _____ Public Agency
_____ Nonprofit Educational Institution
_____ Nonprofit Public Health Institution

2. Applicant is not approved _____ Comment: _____

Date _____

State Agency Approving Officer

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, AND SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CITY OF CANBY

(Name of donee organization)

(hereinafter called the "donee").

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, to the end that no person in the United States shall on the ground of race, color, national origin, or sex, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Dated

Dec. 15, 1982

City of Canby

(Donee Organization)

BY

Robert A. Swayze

(President/Chairman of the Board
or comparable authorized official)

Robert A. Swayze, Mayor

P.O. Box 930

Canby, Oregon 97013

(Donee Mailing Address)

AUTHORIZATION OF PARTICIPANTS

RESOLUTION

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) is (are) listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the Oregon State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME (Print or type)	TITLE	SIGNATURE
R. Douglas Zenor	City Administrator	<i>R. Douglas Zenor</i>
Bud Atwood	Superintendent of Public Works	<i>Bud Atwood</i>
Jerry Giger	Chief of Police	<i>Jerry Giger</i>

PASSED AND ADOPTED this 15 day of December, 1982, by the Governing Board of City of Canby, County of Clackamas, State of Oregon

I, Robert A. Swayze, Mayor, ~~XXXX~~ of the Governing Board of City of Canby do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a regular meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

CITY OF CANBY
Name of organization
P.O. Box 930
Mailing address
Canby, Clackamas, Oregon 97013 [Signed] *[Signature]*
City County ZIP Code (Legally Authorized Official) X

OR
 AUTHORIZED this 15th day of Dec., 1982, by:

<u>R. Douglas Zenor</u> <small>Name of chief administrative officer</small>	<u>City Administrator</u> <small>Title</small>
<u>City of Canby</u> <small>Name of organization</small>	
<u>P.O. Box 930</u> <small>Mailing address</small>	
<u>Canby, Clackamas, OR 97013</u> <small>City County ZIP Code</small>	[Signed] <i>R. Douglas Zenor</i> <small>(Legally Authorized Official)</small>