



## TERMS AND CONDITIONS

### (A) THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit 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, including research for such purpose, or for programs for older individuals. 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, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

### (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 1 year of receipt and shall be continued in use for such purpose(s) for 1 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) or 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 (to be in accordance with provisions of the State Plan of Operations).

(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, 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, AND OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The 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

Renewal  
R22562

Legal Name of Applicant: CITY OF LEBANON

Mailing Address: P.O. BOX 247, LEBANON, OR Zip Code 97355

Location: LEBANON, OR County LINN

Phone: (503) 451-7471

1. Application is made: a.  as a Public Agency  
b. \_\_\_\_\_ as a Nonprofit Educational or Public Health Institution (attach copy of Tax-exempt determination under Section 501 of the Internal Revenue Code of 1954)

2. Applicant is a: (See definitions)

- |   |  |                                 |
|---|--|---------------------------------|
| a. _____ State Agency                                   | g. _____ School for the Physically Handicapped | l. _____ Child Care Center      |
| b. <input checked="" type="checkbox"/> Local Government | h. _____ Educational Radio Station             | m. _____ Hospital               |
| c. _____ School   | i. _____ Educational TV Station                | n. _____ Health Center          |
| d. _____ College  | j. _____ Library                               | o. _____ Clinic                 |
| e. _____ University                                     | k. _____ Museum                                | p. _____ Other (Specify): _____ |
| f. _____ School for the Mentally Retarded               |  |                                 |

3. Source of funds: a.  Taxes or Public Funds b.  Grants and/or Contributions  
c. \_\_\_\_\_ Other (Describe) \_\_\_\_\_

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 2/27/85

Signed Al Henderson

Title City Administrator  
(Legally Authorized Official)

Attachments: (As required)

- 1.  Assurance of Compliance with Nondiscrimination
- 2.  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

Dept. of General Services  
Federal Surplus Property  
1655 Salem Industrial Dr. N.E.  
Salem, OR 97310

378-4714 or 4089

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

Kenneth R. Jones Manager

## DEFINITIONS

**Public Agency:** means any State; political subdivision thereof, including any unit of local government or economic development district; or any department, agency, instrumentality thereof, including instrumentalities created by compact or other agreement between states or political subdivisions, multijurisdictional substate districts established by or pursuant to state law, or any Indian tribe, band, group, pueblo, or community located on a state reservation.

**Nonprofit Institution:** means an educational or public health institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax-exempt under the provisions of Section 501 of the Internal Revenue Code of 1954.

**Local Government:** means a government, or administration of a locality, within a state or a possession of the United States.

**School:** (except for schools for the mentally retarded and schools for the physically handicapped) means a public or nonprofit approved or accredited organizational entity devoted primarily to approved academic, vocational, or professional study and instruction, which operates primarily for educational purposes on a full-time basis for a minimum school year and employs a full-time staff of qualified instructors.

**College:** means an approved or accredited public or nonprofit institution of higher learning offering organized study courses and credits leading to the baccalaureate or higher degrees.

**University:** means a public or nonprofit approved or accredited institution for instruction and study in the higher branches of learning and empowered to confer degrees in special departments or colleges.

**School for the mentally retarded:** means a facility or institution operated primarily to provide specialized instruction to students of limited mental capacity. It must be public or nonprofit and must operate on a full-time basis for the equivalent of a minimum school year prescribed for public school instruction of the mentally retarded, have a staff of qualified instructors, and demonstrate that the facility meets the health and safety standards of the state or local governmental body.

**School for the physically handicapped:** means a school organized primarily to provide specialized instruction to students whose physical handicaps necessitate individual or group instruction. The school must be public or nonprofit and operate on a full-time basis for the equivalent of a minimum school year prescribed for public school instruction for the physically handicapped, with a staff of qualified instructors, and demonstrate that the facility meets the health and safety standards of the state or local governmental body.

**Educational Radio:** means a radio station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under Section 501 of the Internal Revenue Code of 1954.

**Educational Television:** means a television station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under Section 501 of the Internal Revenue Code of 1954.

**Library:** means a public or nonprofit facility providing library services free to all residents of a community, district, state or region.

**Museum:** means a public or nonprofit facility which is attended by the public free or at a nominal charge and which provides museum services including the preservation and exhibition of artistic, cultural, historical, or scientific objects.

**Child Care Center:** means a public or nonprofit facility where day care services such as educational, social, health, and nutritional services are provided to children through age 14 and which is approved or licensed by the state or other appropriate authority.

**Hospital:** means an approved or accredited public or nonprofit institution providing public health services primarily for inpatient medical or surgical care of the sick and injured and includes related facilities such as laboratories, outpatient departments, training facilities, and staff offices.

**Health Center:** means an approved public or nonprofit facility utilized by a health unit for the provision of public health services, including related facilities such as diagnostic and laboratory facilities and clinics.

**Clinic:** means an approved public or nonprofit facility organized and operated for the primary purpose of providing outpatient public health services and includes customary related services such as laboratories and treatment rooms.

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, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975.

CITY OF LEBANON

(Name of donee)

, (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, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, 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 of 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 FEBRUARY 27, 1985

CITY OF LEBANON

Donee

BY



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

MAYOR

CITY OF LEBANON

P.O. BOX 247

LEBANON, OR 97355

Donee Mailing Address