

RESOLUTION OF GOVERNING BOARD OR GOVERNING AUTHORITY

RESOLVED: That the terms and conditions of transfer of Federal surplus property, as shown on the reverse side (Certificate and Agreements), which appear on all instruments of transfer in use by the Surplus Property Unit, Services Division, Department of Finance and Administration, shall be spread upon the minutes of this meeting; and be it

FURTHER RESOLVED: That the Jack Lepper shall be and is (Title of Representative[s]) (are) hereby authorized as the representative(s) of City of Sherwood, Oregon (Full name of Applicant)

to obtain the transfer to it of surplus property from said Surplus Property Unit, upon, and subject to the terms and conditions set forth in the "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 Unit, Services Division, Department of Finance and Administration, and that the same shall remain in full force and effect, until written notice to be contrary is given said Surplus Property Unit by City Council of Sherwood, Oregon (Full name of Governing Board)

CERTIFICATION OF CLERK OR SECRETARY

I, Jeanette Allison, hereby certify that I am the custodian of the official records of the City Council of Sherwood, Oregon (Full name of Governing Board);

that the foregoing resolution is a true and correct copy of a resolution adopted by a majority of the members thereof present at a meeting of said board, regularly called on the First day of April, 1966, at which a quorum was present; and, that

Jack Lepper (Name of representative[s]) is (are) duly appointed and acting Recorder of City of Sherwood, Oregon (Title of representative[s]) of said City of Sherwood, Oregon (Full name of Applicant)

Jack Lepper
270 S. Division - Sherwood, Oregon
(P. O. Box or Street Mailing Address)
(City)

Jeanette Allison
(Signature of Clerk or Secretary)
Recorder
(Title)

Date this 4th day of April, 1966.

Signature(s) of authorized Representative(s):
Jack Lepper

Check one:

- First Certification of representative(s)
- Replaces former representative(s)
- Addition to list of representative(s)

4/4/66 #3A

CERTIFICATE AND AGREEMENT

1. DONEE:

(a) The donee hereby certifies that:

(1) 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, school for the mentally retarded or physically handicapped, public library, educational radio or educational television station, medical institution, hospital, clinic or health center, or a civil defense organization designated pursuant to State law, within the meaning of the Act, and the Regulations of the Department of Health, Education and Welfare (hereinafter referred to as the "Department").

(2) 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 paragraph (b) of this block, 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) 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) The property requested by this document is being acquired for the following purposes: Health, Education or Civil Defense.

(c) (1) With respect to any property listed on this document or attachments hereto which is acquired for health or educational purposes the donee hereby agrees to the terms and conditions contained in block 2 of this document.

(2) With respect to any property listed on this document or attachments hereto, which is acquired for civil defense purposes, the donee hereby agrees to the terms and conditions contained in Office of Civil Defense Regulations, Part 222, Surplus Property, of Subchapter G, Chapter 1, Title 32 of the Code of Federal Regulations.

(3) With respect to aircraft with a single item federal government acquisition cost of \$2,500 or more, regardless of the purpose for which acquired, the donee hereby agrees to the terms and conditions contained in block 4 of this document.

(4) With respect to vessels 50' or more in length with a single item federal government acquisition cost of \$2,500 or more, regardless of the purpose for which acquired, the donee agrees to the terms and conditions contained in block 5.

2. (a) FEDERAL TERMS AND CONDITIONS APPLICABLE TO ALL PROPERTY, REGARDLESS OF ACQUISITION COST, DONATED FOR HEALTH OR EDUCATIONAL PURPOSES:

(1) The Department of Health, Education, and Welfare is herein-after referred to as the Department.

(2) Property acquired by a donee shall be on an "as is", "where is" basis without warranty of any kind.

(b) ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PROPERTY HAVING A SINGLE ITEM FEDERAL GOVERNMENT ACQUISITION COST OF \$2,500 OR MORE DONATED FOR HEALTH OR EDUCATIONAL PURPOSES:

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

(2) 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.

(3) 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 will expire after a period of two years of such use.

(4) 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 gross 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 gross proceeds.

(5) 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.

(6) 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 another donee, retransfer the property to a department or agency of the United States, sell the property, or otherwise dispose of the property. Any sale shall be for the benefit and account of the United States of America and the gross 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 gross proceeds.

(7) 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 or the Department.

(8) At the option of the Department, the donee may abrogate the terms and conditions set forth in (b) (1) thru (b) (7) above by payment of an amount as determined by the Department.

(9) Aircraft (FSC Group 15) are a specific exception to the provisions of (b) (1) thru (b) (8) above. The special terms and conditions provided in the Aircraft Conditional Transfer Document covering the transfer shall apply to the donation of aircraft.

(10) Vessels 50' or more in length are a specific exception to the provisions of (b) (1) thru (b) (8) above. The special terms and conditions provided in the Vessel Conditional Transfer Document covering the transfer shall apply to the donation of vessels.

3. TERMS AND CONDITIONS APPLICABLE TO ALL PROPERTY, REGARDLESS OF ACQUISITION COST, DONATED FOR CIVIL DEFENSE PURPOSES:

Property donated for civil defense purposes shall be in accordance with Office of Civil Defense, Department of the Army Regulations, Part 222, Surplus Property, of Subchapter G, Chapter 1, Title 32 of the Code of Federal Regulations.

4. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT HAVING A SINGLE ITEM FEDERAL GOVERNMENT ACQUISITION COST OF \$2,500 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

Title to aircraft shall pass from the United States of America to the donee upon execution and delivery of a Aircraft Conditional Transfer Document containing the terms and conditions provided for in the Regulations of the Department.

5. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF VESSELS 50' OR MORE IN LENGTH AND HAVING A SINGLE ITEM FEDERAL GOVERNMENT ACQUISITION COST OF \$2,500 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

Title to vessels shall pass from the United States of America to the donee upon execution and delivery of a Vessel Conditional Transfer Document containing the terms and conditions provided for in the Regulations.

6. STATE AGENCY TERMS AND CONDITIONS:

A. 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 Agency (hereinafter referred to as the "State Agency").

B. The donee agrees to file such utilization reports as the State Agency may require.

C. The donee agrees that if it fails to abide by the terms and conditions or does not pay the service and handling charges assessed by the State Agency within a six-month period from the time of acquisition, said agency shall have the right and authority, in addition to other remedies available, to withhold further transfers of government surplus property from the donee until the infraction has been corrected or the account settled to the satisfaction of the State Agency.

D. Property transferred by this instrument having a single item federal government acquisition cost of less than \$2,500 will not be sold, transferred, or otherwise encumbered, for a period of twelve (12) months use, without prior approval of the State Agency.

E. Property transferred by this instrument having a single item federal government acquisition cost of less than \$2,500, 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 Agency, and at the expense of the donee.

F. The donee agrees that it will not cannibalize or make secondary use of any non-expendable item acquired (with a single item federal government acquisition cost of \$2,500 or more) without prior approval of the State Agency.