

RESOLUTION NO. XI

RESOLVED: That the terms and conditions of transfer of Federal surplus property as shown on the attached "Certificate and Agreement" 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 City Councilman, Elmer Anderson and Fire Chief, Norman Christiansen, shall be and they are hereby authorized as the representatives of the City of Canby, a Municipal corporation of the State of Oregon, to obligate its funds and 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 for the City of Canby, Oregon.

Adopted this 1st day of April, 1957, by the following following vote:

YEAS 6

NAYS 0

Bertha E. Dedman
Bertha E. Dedman - Mayor

Attest:

H. B. Evans
H. B. Evans - City Recorder

CERTIFICATE AND AGREEMENTS

(Reverse side of all transfer documents)

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 Act, and the regulations of the 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.

(4) That the donee hereby agrees to the terms and conditions contained in Section B in this document. With respect to any property listed on this document or attachments hereto which has a single item acquisition cost of \$2,500 or more, the donee agrees to the terms and conditions in Section C and, with respect to any such property other than aircraft, to the terms and conditions in one of Sections D or E, whichever is appropriate by virtue of the designation or purpose indicated in (5) on the reverse side of this form.

B. TERMS AND CONDITIONS APPLICABLE TO ALL PROPERTY DONATED:

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

(6) 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 and the Department.

(7) Property transferred by this instrument, having a Government acquisition cost of less than \$2500 per item or unit of measure, 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.

(8) Property transferred by this instrument, which has not been put into use by the applicant 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.

(9) The Donee agrees to file such utilization reports as the Department and/or the State Surplus Property Section may require.

(10) 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 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, and/or the Department.

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:

(11) 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.

(12) 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:

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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 PROPERTY OTHER THAN AIRCRAFT HAVING A SINGLE ITEM ACQUISITION COST OF \$2,500 OR MORE DONATED FOR CIVIL DEFENSE PURPOSES:

(19) With respect to property donated for civil defense training purposes there shall be a period of restriction which will expire after such property has been used for such purpose 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.

(20) With respect to property donated for operational readiness or reserve stock purposes, there shall be a period of restriction which shall continue in full force and effect until released or otherwise terminated in writing by the Federal Civil Defense Administrator.

(21) In the event any donated property is used during the period of restriction for any purpose other than that for which the property was acquired, without prior written authorization by the Federal Civil Defense Administrator, all right, title and interest in and to the property, at the option of the Federal Civil Defense Administrator, shall revert to the United States of America.

(22) 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 Federal Civil Defense Administrator.

(23) 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 Federal Civil Defense Administrator through the State agency and shall, as directed, by the Federal Civil Defense Administrator 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.

(24) 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 Federal Civil Defense Administrator, 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 Federal Civil Defense Administrator.

(25) Property donated for purposes of civil defense reserve stocks shall be stored in accordance with criteria made and approved by the Federal Civil Defense Administrator, and maintained in good operating condition by the donee acquiring title to such property.