

# ORIGINAL


RESOLUTION NO. 570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND FOR THE DESIGNATION OF AUTHORIZED REPRESENTATIVES TO ACQUIRE FEDERAL SURPLUS PROPERTY FROM THE WASHINGTON STATE AGENCY FOR SURPLUS PROPERTY.

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

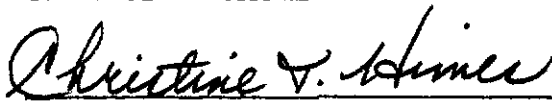
Section 1. That the Mayor of the City of Redmond, whose name, title and signature appears below, shall be and is hereby authorized to be the City of Redmond's representative to acquire Federal Surplus Property from the Washington State Agency for Surplus Property under the terms and conditions set forth in Exhibit A attached to this resolution and hereby incorporated in full by this reference.

Section 2. That in addition, the Mayor as the authorized representative for the City of Redmond, is further authorized to designate such other officials and employees of the City as the Mayor deems necessary who shall be authorized to be issued identification cards for the purpose of acquiring Federal Surplus Property from the Washington State Agency for Surplus Property.

  
Christine T. Himes  
Mayor, City of Redmond

RESOLVED this 18th Day of November, 1980.

CITY OF REDMOND

  
MAYOR, CHRISTINE T. HIMES

ATTEST/AUTHENTICATED:

  
CITY CLERK, PAUL F. KUSAKABE

FILED WITH THE CITY CLERK: November 12, 1980

City of Redmond  
15670 NE 85th Street  
Redmond, WA 98052



INSTITUTION: City of Redmond  
ADDRESS : 15670 N.E. 85 Street  
Redmond, WA 98052  
TELEPHONE : 206-882-6400

REPRESENTATIVE: Christine T. Himes, Mayor

1. Christine T. Himes, Mayor
2. Ernest W. Weatherill, Supervisor - Equipment Maintenance
3. William G. Gifford, Purchasing Agent-Storekeeper/Supervisor

DATE : November 24, 1980

AUTHORITY: Resolution No. 570, dated November 18, 1980

REDMOND, CITY OF

REDMOND, WA

13-44

## 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 36 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 Washington 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 or 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 damage 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, or 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:

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.

R E S O L U T I O N

"Be it resolved by the Governing Board, or Chief Administrative Officer, and hereby ordered that the official whose name, title and signature is listed below shall be and is hereby authorized as our representative to acquire federal surplus property from the Washington State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

\_\_\_\_\_  
(Name) (Title) (Signature)

Authorized this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by:

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(City) (County) (ZIPCode) \_\_\_\_\_  
(Signature)

As the "Authorized Representative" for our organization, it is requested that the below named officials and/or employees be issued Identification Cards for the purpose of acquiring federal surplus property from the Washington State Agency for Surplus Property (if desired).

Name (Print or type)	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature of Authorized Representative)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 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, AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED.

\_\_\_\_\_, hereinafter called the "donee", hereby agrees  
(Name of donee)

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, as amended, 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, and Section 303 of the Age Discrimination Act of 1975, as amended, 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 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 \_\_\_\_\_

\_\_\_\_\_  
Donee

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Donee mailing address

State of Washington  
Surplus Property Section  
6858 So. 190th  
Kent, Washington 98031

Oct. 23, 1980

Redmond, City of  
Attn. Mayor  
15670 N.E. 85th St.  
Redmond, Wa. 98052

NOV 09 72 14801980

This agency is required by law to update all donee eligibility records every three years; EXCEPTION - agencies which are licensed annually such as alcohol and drug abuse centers, health centers, child care centers, group homes, sheltered workshops, private schools, or any other programs that are certified, approved, and/or licensed annually. These must be updated yearly and must furnish us with a current fiscal year's license or approval. Senior citizens' organizations must submit to us a copy of their current contract from the area agent on aging to receive food under Title III.

A copy of the revised "Nondiscrimination Assurance" form which includes Section 303 of the Age Discrimination Act of 1975 as ammended is enclosed for you to fill out and return to us along with the other required information.

Please check information requested below and return to this office on or before Nov 23


1. Has your program or operation changed since the initial determination of eligibility?  
Yes  No
2. Have there been any changes in your personnel who are assigned I.D./shopping cards?  
Yes  No

\_\_\_\_\_  
(Signature of Authorized Representative)

A list of your present I.D. card holders is being enclosed for your information. Please make the necessary changes on the attached "Resolution".

We appreciate the cooperation you have always given us to meet our federal regulations.

Yours truly,



John J. Gurnee  
Supervisor

JJG:11  
Enclosures:3