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Property & Supply Bureau
Surplus Property Programs
P O Box 200137
Helena, MT 59620-0137
(406) 495-6016

RESOLUTION #841

BE IT RESOLVED THAT: City of Polson
(Print Legal Name of Applicant Organization)

STREET ADDRESS: 106 1st Street East City: Polson MT 59860

MAILING ADDRESS: P.O. Box 238 City: Polson MT 59860

PHONE NUMBER: 406-883=8203 FAX NUMBER: 406-883-8238

E-MAIL ADDRESS: polsoncityclerk@centurytel.net

by its Governing Board (or) by the Chief Administration Officer, if not governed by a board, shall obligate the Applicant and its funds to the extent necessary to comply with the TERMS and CONDITIONS listed on the reverse side of this form. The employee(s) whose name(s) and signature(s) appears on this document is (are) authorized to acquire federal surplus property from the State of Montana, Property & Supply Bureau for the above Applicant.

BE IT FURTHER RESOLVED THAT this certified copy of the Resolution shall be submitted to the State of Montana, Property & Supply Bureau and the same remain in effect until written notice is given to the Property & Supply Bureau to change or rescind said Resolution.

CERTIFICATION: I, Randolph . Ingram hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

Mayor of the City of Polson
(Title) *(Full Legal Name of Governing Board)*

of the above applicant that the foregoing is

(1) a true and correct copy of the Resolution adopted be the vote of the majority of said board present at a duly-convened
(2) meeting of the said board on the 2nd day of December, 2002 at which a quorum was present.

OR

(2) an executive action taken by me on the _____ day of _____, 2002.

SIGNATURE: _____
(Chairman of the Board (or) Administrative Officer)

AUTHORIZED AGENTS AND THEIR SIGNATURES (required)

TYPE OR PRINT NAME:	SIGNATURE	DEPARTMENT:	Bulletin Mailing
1. Julie Smith	Julie Smith	Water/Sewer/ Payroll	☒ yes ☐ no
2. Aggi G. Loeser	Aggi G. Loeser	Facilities	☐ yes ☒ no
3. Rod Hanson	Rodney L. Hanson	Streets	☐ yes ☒ no
4. Tony Porrazzo	Tony Porrazzo	Water/Sewer	☐ yes ☒ no
5. Doug Chase	Doug Chase	Police	☐ yes ☒ no
6. Tom Maloney	Tom Maloney	Fire	☐ yes ☒ no

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FEDERAL SURPLUS PROPERTY TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:
1. It is the 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 residence 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; 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, as amended.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:
1. All such 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 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) DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF $5,000 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 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 Montana 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 (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 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, and 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 in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITION, 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 the 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 donee items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF $5000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED.
1. The donation shall be subject to other terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

(G) IN ADDITION TO AT ANY OTHER REMEDIES AVAILABLE TO THE DEPARTMENT OR TO THE STATE AGENCY, SAID AGENCY SHALL HAVE THE RIGHT AND AUTHORITY TO WITHHOLD FURTHER TRANSFERS OF GOVERNMENT SURPLUS PROPERTY TO OUR INSTITUTION IF WE FAIL AT ANY TIME TO (A) ABIDE BY THE ABOVE TERMS AND CONDITIONS AND (B) PROMPTLY PAY JUST SERVICE AND HANDLING CHARGE FEES ASSESSED BY THE STATE AGENCY.

PROPERTY and SUPPLY BUREAU
Federal Surplus Property Program
930 Lyndale Avenue
Helena, Mt. 59620-0137
Phone (406) 495-6016

STATE OF MONTANA

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

City of Polson
(Full legal name of applicant organization (hereafter called the donee)

hereby agrees that the program for or connection with 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 1016.2) issued under the provisions of title VI of the Civil Rights Act of 1964, as amended, Section 606 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 1974, as amended, to the end that no person in the United States shall on the grounds of race, color, sex, age, national origin, 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 measure 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: 12/9/02

BY: _____
(Chairman of the Board (OR) Chief Administrative Officer)