

RESOLUTION NO. R19-82

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A RESOLUTION FOR THE STATE OF MONTANA UPDATING THE AGENTS AUTHORIZED TO ACQUIRE SURPLUS PROPERTY THROUGH THE STATE OF MONTANA SURPLUS PROPERTY PROGRAM.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The resolution for the State of Montana, copy attached hereto, is hereby approved.

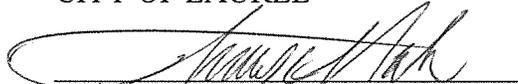
Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to execute the resolution for the State of Montana on behalf of the City.

Introduced at a regular meeting of the City Council on October 22, 2019, by Council Member Mountsier.

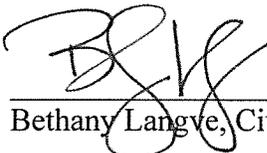
PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 22nd day of October 2019.

APPROVED by the Mayor this 22nd day of October 2019.

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, City Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

State of Montana
Surplus Property Program
P O Box 200137
Helena, MT 59620-0137
(406) 444-9923

RESOLUTION

(For Surplus Program Use) Donee #: _____ Approved to acquire: State: Yes No Federal: Yes No

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

STREET ADDRESS: 115 W. 1st St. City: Laurel MT 59044

MAILING ADDRESS: PO BOX 10 City: Laurel MT 59044

PHONE NUMBER: (406) 628-7431 FAX NUMBER: (406) 628-2289

E-MAIL ADDRESS: cityclerk@laurel.mt.gov

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 and/or state surplus property from the State of Montana Surplus Property Program for the above Applicant.**

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

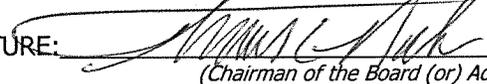
CERTIFICATION: I, Thomas C Nelson hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

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

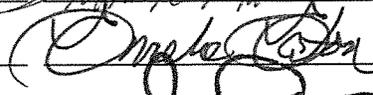
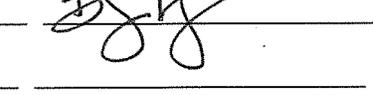
of the above applicant that the foregoing is

- (1) a true and correct copy of the Resolution adopted by the vote of the majority of said board present at a duly-convened
- (2) meeting of the said board on the 22nd day of October, 2019 at which a quorum was present.

OR
(2) an executive action taken by me on the _____ day of _____, 20____.

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

AGENTS AUTHORIZED TO ACQUIRE SURPLUS PROPERTY AND THEIR SIGNATURES (required)

TYPE OR PRINT NAME:	SIGNATURE:	DEPARTMENT:	EMAIL ADDRESS:
1. <u>Thomas C Nelson</u>	<u></u>	<u>Mayor</u>	<u>citymayor@laurel.mt.gov</u>
2. <u>Emelie Eaton</u>	<u></u>	<u>Council President</u>	<u>ward1b@laurel.mt.gov</u>
3. <u>Sam Painter</u>	<u></u>	<u>City Attorney</u>	<u>sam@thompsonpainterlaw.com</u>
4. <u>Bethany Langve</u>	<u></u>	<u>Clerk-Treasurer</u>	<u>Cityclerk@laurel.mt.gov</u>
5. _____	_____	_____	_____
6. _____	_____	_____	_____

7. _____

8. _____

FEDERAL SURPLUS PROPERTY 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 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 of 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 \$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 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 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 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 carried insurance against damages to or 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 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 \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED, AND FIREARMS (REGARDLESS OF ACQUISITION COST).

1. 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.

(G) IN ADDITION TO 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.

STATE SURPLUS PROPERTY PROGRAM
Federal Surplus Property Program
16 West Custer
Helena, Mt. 59620-0137
Phone (406) 444-9921

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 Laurel

(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: 10/22/2019

BY: 

(Chairman of the Board (OR) Chief Administrative Officer)