

RESOLUTION NO. R15-71

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY TO PARTICIPATE IN A SURPLUS PURCHASE PROGRAM WITH THE STATE OF MONTANA PROPERTY AND SUPPLY BUREAU.

WHEREAS, the State of Montana created a program for entities such as the City of Laurel to purchase its surplus property; and

WHEREAS, the City has previously participated in this program and wishes to continue; and

WHEREAS, the State requires the City update its resolution form, attached hereto, to continue its participation in the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign the resolution form, attached hereto, to continue the City's participation in the State of Montana's Surplus Property Program.

Introduced at a regular meeting of the City Council on August 4, 2015, by Council Member McGee.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 4th day of August, 2015.

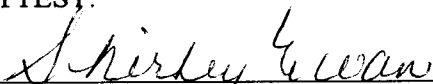
APPROVED by the Mayor this 4th day of August, 2015.

CITY OF LAUREL



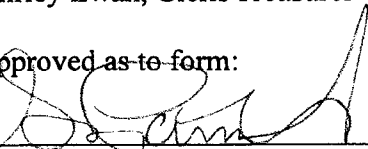
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as-to-form:



Sam S. Painter, Civil City Attorney

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

STREET ADDRESS: 115 West 1st Street City: Laurel MT 59044

MAILING ADDRESS: P.O. Box 10 City: Laurel MT 59044

PHONE NUMBER: 406-628-7431 ext. 2 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 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, Mark A. Mace hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

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

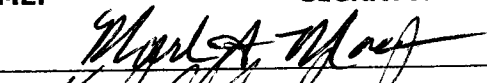
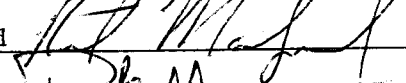
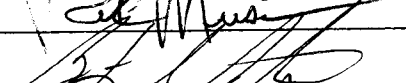
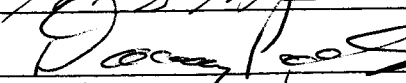
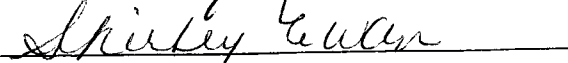
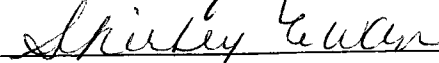
of the above applicant that the foregoing is

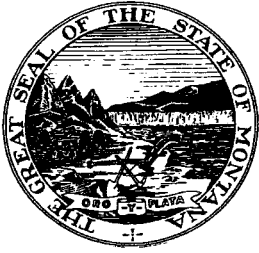
- (1) a true and correct copy of the Resolution adopted by the vote of the majority of said board present at a duly-convened
- (2) meeting of the said board on the 4th day of August, ~~2011~~ 2015 at which a quorum was present.

OR
(2) an executive action taken by me on the _____ day of _____, ~~2011~~ 2015.

SIGNATURE: Mark A. Mace
(Chairman of the Board (or) Administrative Officer)

AUTHORIZED AGENTS AND THEIR SIGNATURES (required)

TYPE OR PRINT NAME:	SIGNATURE	DEPARTMENT:
1. Mark A. Mace		Mayor
2. Kurt Markegard		Public Works
3. Rick Musson		Police
4. Brent Peters		Fire
5. Doug Poehls		Council
6. Shirley Ewan		Clerk/Treasurer



DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
PROPERTY & SUPPLY BUREAU
SURPLUS PROPERTY PROGRAM

STATE OF MONTANA

406-444-9923
FAX 406-495-6001

P O BOX 200137
HELENA, MT 59620-0137

To: State eligible donee's

From: State of Montana, Property & Supply

RE: Resolution form update

Attached is a new resolution form that your organization will need to fill out. This update will enable our agency to update our records on who are authorized agents to purchase surplus items.

This update is required every 3 to 4 years. Please fill out attached form and make sure it is signed,

This for will need to be returned to our office by Aug. 15thst.

Call if you have any question:

Thank you:

Tim Webster
Program Specialist
Public auction Coordinator
Property & Supply Bureau
(www.publicsurplus.com)
406-444-9923

A handwritten signature in black ink, appearing to read "Tim Webster", written over the printed name and contact information.

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, Montana

(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: _____

8/04/2015

BY: _____

Mark A. Man

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