



Oregon

Kate Brown, Governor

Department of Administrative Services

Enterprise Asset Management - Surplus Property Distribution Center
1655 Salem Industrial Drive NE
Salem, Oregon 97301
PHONE: 503-378-6020
FAX: 503-378-8558

APPLICATION FOR ELIGIBILITY

Section I

Legal Name of Applicant Organization: City of Newport

Address (Street Address AND applicable P.O. Box); 1169 SW Coast Highway
Street Address

Newport OR 97365 (541) 594-0603
P.O. Box City State Zip Code Phone

Has the institution been approved, accredited, or licensed? (Attach evidence)

If yes, by what authority? n/a

Narrative description of program or services offered (Attach)

**Public Agencies – Fill out Section II and sign below.
Non-profit Institutions – Fill out Section III and sign.**

Section II Public Tax Supported Agencies

Check type of agency:

- State Government Health Education
- City Government County Government Other _____

Section III. Non-Profit Institution

Check type of institution:

- College Child Care Center Health Center/Clinic
- Secondary School Radio/TV Station Provider of Assistance to the Needy
- Elementary School Library Provider of Assistant to the Homeless
- School for Disabled Museum Older American Act Funding
- Nursing Home Hospital For Vets Act of 2013

How is the institution funded? (Show percentages) Other _____

1. Tax supported (other than grant) _____
2. By grant and/or contributions _____
3. Other (specify) _____

Has the institution been determined non-profit and tax-exempt under section 501 of the US Internal Revenue Code? Yes (Attach IRS Ruling Letter) No

Articles of Incorporation and Bylaws (Attach)

Chief Administrative Officer or Executive Head

Date <u>01-08-16</u>	Signature <u>[Signature]</u>	Title <u>City Manager</u>
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Employer Identification Number (EIN/TaxID) # 93-6002222

Terms and Conditions of Distribution

You AGREE to the following when signing your name to a Distribution Document / Invoice:

- To use the surplus property only in the official program you represent
- To use the surplus property for its intended purpose
- To put the surplus property into use within one year and to use it for at least one year
- To use certain items for 18 months or longer *
- To not sell the property, lend it, trade it, or tear it down for parts unless given prior written permission
- To not permanently remove the property for use outside the state
- To not store property at a personal residence without prior written authorization
- To return property that is still under restriction but is no longer needed
- To pay the U.S. Government for the property if not used according to the terms and conditions specified on the distribution document

In short, the surplus property must be used in an authorized program. Personal or non-use of surplus property is prohibited. Permission must be received before selling, trading or cannibalizing the property. Understand your obligations by reading the back of your Distribution Document/Invoice.

*Property that has an original acquisition cost of \$5,000 or more and passenger motor vehicles regardless of acquisition cost are items that would fall under this restriction. Utilization reports will be mailed to you for completion every six months until the use requirement is met. Any authorized representative can complete this form if they have the necessary information. If you need assistance with these reports, contact Steve Smith at 503-378-6051.

RETURN POLICY:

Property returned within 30 days from acquisition = Full Credit

Property returned 31-60 days from acquisition = Half Credit

No credit will be given for property returned after 60 days

I agree to abide by the terms and conditions on the back of the distribution document and understand that failure to do so could render my organization ineligible to receive property.

City of Newport

Organization



Signature

01-08-16

Date

Spencer Nebel

Printed Name



Donee Authorized Signers

Use this form to add/delete authorized signers to/from your account

If more names must be added, make a copy of this sheet and add numbers to signers

Name of Donee Institution: <i>City of Newport</i>		Date: <i>Dec. 21, 2015</i>
Department (if College, University, or applicable):		Address (Street and Number): <i>169 S.W. Coast Hwy</i>
Mailing Address/ P.O. Box:	City: <i>Newport OR</i>	ZIP Code: <i>97365</i>
County: <i>Lincoln</i>	Telephone Number (Include extension): <i>541-574-0603</i>	Website Address: <i>newportoregon.gov</i>
Send Invoices to: <i>Randi Siller</i>		I Authorize Purchases By Anyone In My Agency That Holds: Business Credit Card <input checked="" type="checkbox"/> or SPOTS Card Purchase Order <input checked="" type="checkbox"/> Either <input checked="" type="checkbox"/>
Job Title and Phone Number: <i>Accts. Payable 541-574-0621</i>		
Name #1	Add <input type="checkbox"/> Keep <input type="checkbox"/> Delete <input type="checkbox"/>	Email Address
Title		Phone Number
Name #2	Add <input type="checkbox"/> Keep <input type="checkbox"/> Delete <input type="checkbox"/>	Email Address
Title		Phone Number
Name #3	Add <input type="checkbox"/> Keep <input type="checkbox"/> Delete <input type="checkbox"/>	Email Address
Title		Phone Number
Name #4	Add <input type="checkbox"/> Keep <input type="checkbox"/> Delete <input type="checkbox"/>	Email Address
Title		Phone Number
Name #5	Add <input type="checkbox"/> Keep <input type="checkbox"/> Delete <input type="checkbox"/>	Email Address
Title		Phone Number
Authorized By (Please Print) <i>Spencer Nebel</i>		Title: <i>City Manager</i>
Chief Administrative Office or Executive Head		
Signature(s) <i>[Signature]</i>		
Signature of Chief Administrative Office or Executive Head		
<input type="checkbox"/> Appointed	<input type="checkbox"/> Hired	<input type="checkbox"/> Elected (Term expires ___/___/___)
		Hired by Contract (expires ___/___/___)

NONDISCRIMINATION ASSURANCE

City of Newport

Name of Applicant Organization

The applicant, herein after called the "donee", assures compliance with all requirements by or pursuant to the regulations of the General Services Administration (41CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Civil Rights Restoration Act of 1987.

No person shall be excluded from program participation or denied benefits on the basis of race, color, national origin, sex, education, age or disability.

Further, the donee agrees that this agreement obligates the donee for the period which it retains ownership or possession of property, that the United States shall have the right to seek judicial enforcement of this agreement and that this agreement is binding upon the donee and its successors, transferees and assignees.

By signing below, I agree to the nondiscrimination assurance and certify that my representations are true and correct.

01-08-16
Date

[Signature]
Signature of Authorized Official for Organization

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

The Applicant Organization certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

- Participation in this transaction by any Federal department agency
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

[Signature]
Signature of Chief Administrative Officer/Executive Head

City Manager
Title

01-08-16
Date

CERTIFICATIONS AND AGREEMENTS

THE DONEE CERTIFIES THAT:

I. (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, and these charges will be paid promptly.

(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, 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.

II. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes 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.

III. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET 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.

(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 the right to the possession of such property shall at the option of the State agency revert to the State of Oregon and the donee shall release such property to such person as the State agency shall direct.

IV. 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 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, 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.

V. 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) The State agency requires the donee to carry insurance against damages 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, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

VI. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

(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.

THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000 (PUBLIC LAW 99-386, SEC. 207):

(1) Title to items with an acquisition cost of less than \$5,000. (Public Law 99-386, Sec. 207) shall pass to the donee when the terms and conditions imposed by (b) (1) and (2) have been met.

(2) All clothing, upholstered furniture, and bedding materials acquired from the SURPLUS PROPERTY DIVISION will be sterilized as required by State Law before being used.

(3) 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 anytime.

(a) Abide by the above terms and conditions and (b) promptly pay just service and handling charge fees assessed by the state agency.