

DONEE AUTHORIZATION

WHEREAS, the State of Kentucky through its Division of Surplus Property, by authority of the Federal Property and Administrative Services Act of 1949, as amended, makes available federal surplus property to certain public agencies for public purposes and to certain nonprofit tax-exempt health and educational institutions, and

WHEREAS, Western Kentucky University, hereafter referred to as the applicant donee institution, is desirous of utilizing the services and resources of the Division of Surplus Property, and

WHEREAS, the applicant institution, organization, governing board, or other eligible entity (donee), has submitted an Application for Eligibility and other supporting documents and has been certified as eligible to participate by the Division of Surplus Property, and

WHEREAS, the applicant donee further certifies that surplus property is needed and will be used for either; carrying out or promoting for the residents of a given political area one or more public purposes and for no other purpose, or used for public health or educational purposes including research and for no other purpose, and

WHEREAS, the applicant donee further certifies that all items of property shall be placed in use for the purpose 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, and in the event the property is not so placed in use, or continued in use, the donee shall immediately notify the Division of Surplus Property, and return said property to the Division as directed, and

WHEREAS, the applicant donee further agrees to adhere to any additional periods of restrictions placed on the property by the Division of Surplus Property which shall include a total period of use restrictions for at least 18 months on all passenger motor vehicles and other items of property with a unit acquisition cost of \$3,000 or more; and additional special terms, conditions, reservations and restrictions on aircraft, vessels, special or limited or restricted use items, and other items as specified in a Conditional Transfer Document or written on the face of the Distribution Document and Invoice, and

WHEREAS, the applicant donee further agrees that during the periods of restriction, it will not sell, trade, lease, lend, bail, encumber, or otherwise dispose of such property without prior approval of the General Services Administration and the Division of Surplus Property, and in the event property is so disposed of without such prior approval, the applicant donee agrees to be liable for the fair market value and/or fair rental value of such property as determined by the General Services Administration and/or the Division of Surplus Property, and the applicant further stipulates that he meets one of the definitions of eligibles on the reverse of this form and understands and agrees to the additional covenants on the reverse side of this form, and

WHEREAS, the applicant donee further certifies that it has the necessary funds to pay the handling or service charges or fees assessed by the Division of Surplus Property and will remit such handling or service charges or fees within 60 days of billing, and

WHEREAS, it is understood that all property acquired regardless of acquisition cost or fair value will be on an "as is," "where is" basis, without warranty of any kind, and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

- (1)
 

NAME <u>Kern Alexander</u>	SIGNATURE _____	TITLE <u>President</u>	PHONE <u>(502) 745-4346</u>
NAME <u>Harry K. Largen</u>	SIGNATURE <u>[Signature]</u>	TITLE <u>Vice President for Business Affairs</u>	PHONE <u>(502) 745-2242</u>
NAME <u>L. G. Howard, Jr.</u>	SIGNATURE <u>[Signature]</u>	TITLE <u>Director of Purchasing</u>	PHONE <u>(502) 745-3056</u>
NAME <u>Willie O. Carter, Jr.</u>	SIGNATURE <u>[Signature]</u>	TITLE <u>Assistant Director of Purchasing</u>	PHONE <u>(502) 745-3056</u>

is (are) authorized as a legal representative of this Institution or Organization and its Governing Board, and its heirs, assigns, and successors forever, to act on its behalf in acquiring federal surplus property and so obligate said Institution, Organization, and Governing Board to the certifications and agreements contained in this document and on the Distribution Document and Invoice; and that such person or persons are further authorized, at his or her discretion, to further delegate this authority to any employee of the applicant donee for the purpose of acquiring surplus property for use by the applicant donee organization, and

(2) That this authorization shall remain in full force and effect until revoked by written notice of the applicant donee to the Division of Surplus Property.

**NOTICE**  
Attach Copy  
Of Board Minutes  
Authorizing Above

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Chief Executive Officer  
Title President

This authorization, complete and unchanged, has been adopted by the Governing Board at a regular or called meeting, thereof, held at its regular place of meeting, and at the time stated, and has been approved and placed in the minutes of said meeting.

THIS RESOLUTION WAS ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_  
CHAIRMAN OF THE BOARD \_\_\_\_\_  
SECRETARY OR CLERK OF BOARD \_\_\_\_\_

KDE/MIC APPROVED  
7200-140

Printed by the Kentucky Department of Education  
Alice McDonald, Superintendent

THIS DOCUMENT AUTHORIZES DONEE REPRESENTATIVES AS LISTED TO CERTIFY COMPLIANCE WITH THE FOLLOWING COVENANTS ON ALL PROPERTY THEY SELECT.

- 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 purposes(s) for which acquired within one year of receipt and shall be continued in use for such purposes(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 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 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 Kentucky 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 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, 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 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.
- 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.
- G. THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS IMPOSED BY THE DIVISION OF SURPLUS PROPERTY.
1. The Division, at its discretion, may impose such additional terms, conditions, reservations as it deems reasonable on the use of donated property by including these additional terms, conditions, reservations or restrictions on the face of this document.
  2. The Division may amend, modify, arbitrate, or grant release of any term, condition, reservation or restriction it has imposed on donated items of personal property in accordance with prescribed standards provided that the conditions pertinent to each situation have been affirmatively demonstrated to the prior satisfaction of the Division and made a matter of public record by the Division.