

CITY OF SANDY OAKS, TEXAS

RESOLUTION NO. 2025-228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY SANDY OAKS, TEXAS RATIFYING THE PURCHASE AND ACCEPTANCE OF DONATIONS OF CERTAIN PERSONAL PROPERTY FROM THE TEXAS FACILITIES COMMISSION FEDERAL SURPLUS PROPERTY PROGRAM, DECLARING CERTAIN PERSONAL PROPERTY SURPLUS, AND RATIFYING THE DONATION OR DISPOSAL OF PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sandy Oaks, Texas is a Type A General-Law Municipality (“City”) organized and operating under the laws of the State of Texas; and

WHEREAS, section 51.015(a) of the Local Government Code provides a Type A General-Law Municipality may take, hold, purchase, lease, grant, or convey property located in or outside the municipality to carry out a municipal purpose; and

WHEREAS, section 51.015(b) of the Local Government Code authorizes the governing body of a Type A General-Law Municipality may manage and control the property belonging to the municipality; and

WHEREAS, on July 4, 2025, the Governor of the State of Texas (“Governor”) declared a local state of disaster in Bandera, Coke, Comal, Concho, Gillespie, Kendall, Kerr, Kimble, Llano, Mason, McCulloch, Menard, Reeves, San Saba, and Tom Green counties due to extreme, life-threatening flooding that occurred overnight from heavy rains that fell Thursday, July 3, 2025 and overnight into Friday, July 4, 2025; and

WHEREAS, the Governor authorized the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster pursuant to Section 418.017 of the Texas Government Code; and

WHEREAS, the Mayor and/or City employees purchased personal property and accepted donations of personal property more particularly described in Exhibit A (“Property”) from Texas Facilities Commission Federal Surplus Property Program (the “Program”) to assist the affected counties in coping with the disaster; and

WHEREAS, the City Council desires to ratify the purchase of Property and the acceptance of donations of Property from the Program as shown in Exhibit A; and

WHEREAS, the City Council determines that the Property is not needed or required for the City’s foreseeable needs, but still has some usefulness for the purpose it was originally intended and may or may not have value, and therefore determined as surplus property; and

WHEREAS, the City Council finds that the donation or disposal of the Property does not violate any provision of the Texas Constitution, specifically Article III, Section 52(a) and Article XI,

Section 3, in that there is a public purpose in assisting those counties, municipalities, residents, and others affected by the local state of disaster to promote the general health, safety, prosperity, and welfare; and

WHEREAS, the City Council desires to ratify the donation or disposal of the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY OAKS, TEXAS:

SECTION 1. FINDINGS. The City Council finds the statements made in the preamble above are true and correct and incorporates them into the body of this Resolution by reference.

SECTION 2. RATIFICATION OF THE PURCHASE AND ACCEPTANCE OF DONATIONS OF CERTAIN PERSONAL PROPERTY FROM THE TEXAS FACILITIES COMMISSION FEDERAL SURPLUS PROPERTY PROGRAM. The City Council hereby ratifies the purchase and the acceptance of donations of the Property described in Exhibit A from the Program by the Mayor or other City employees.

SECTION 3. DECLARATION OF SURPLUS. The City Council finds the Property is not needed or required for the City's foreseeable needs, but still has some usefulness for the purpose it was originally intended and may or may not have value and therefore declares said Property as surplus property of the City.

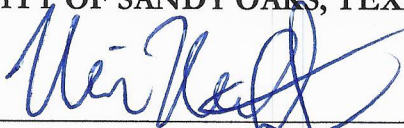
SECTION 4. RATIFICATION OF DONATION OR DISPOSAL. The City Council hereby ratifies the donation or disposal of said Property, done in a manner in compliance with state law, to any county, municipality, organization, or person affected by the local disaster identified by the Governor, or those assisting the counties, municipalities, organizations, or persons cope with the disaster, as authorized by the Governor.

SECTION 5. SEVERABILITY. If any section, paragraph, sentence, clause, phrase or word of this Resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed such remaining portions despite invalidity or unconstitutionality.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED THIS 24TH DAY OF JULY, 2025.

CITY OF SANDY OAKS, TEXAS



Michael Martinez, Jr., Mayor

ATTEST:

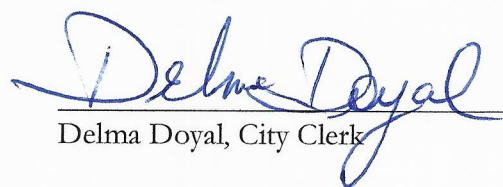

Delma Doyal, City Clerk

Exhibit “A”

Invoice No. 1750961

| | | |
|---------------------------------|--------------------------------|---------------------------------|
| Thursday, July 10, 2025 | | Account No. <u>16834</u> |
| Authorized Rep: | <u>PRISCILLA SCHMITT</u> | |
| Donee P.O. Num/Delivery: | | |
| Donee: | <u>CITY OF SANDY OAKS</u> | |
| | <u>22870 PRIEST RD</u> | |
| | <u>SANDY OAKS, TEXAS 78112</u> | |
| Fax: | | |
| County: | <u>BEXAR</u> | |

INVOICE

MAIL PAYMENT DIRECTLY TO:
Texas Facilities Commission
Federal Surplus Property Program
Attn: Fiscal Management
P.O. Box 13047
Austin, Texas 78711-3047
Phone: 512-962-4167

State Agencies must pay by ITV
RTI # 303311

| Asset Number | Govt Acquisition Cost | | Serial Number | Description of Property | Qty | Handling Fee | |
|--------------------|-----------------------|-------------|---------------|----------------------------------|-----|--------------|----------|
| | Unit | Total | | | | Unit | Total |
| TX-024-7473-73-001 | \$550.00 | \$13,200.00 | | BED, GENERAL USE COT (3 PER BOX) | 24 | \$5.00 | \$120.00 |
| TX-024-8404-78-001 | \$123.71 | \$3,835.01 | | COT, FOLDING | 31 | \$0.00 | \$0.00 |

Invoice Created by: OLIVIA SPAIN**PAY THIS AMOUNT****\$120.00**

The receipt of the property identified in this invoice constitutes an award of Federal Financial Assistance. As such, the donee is subject to all Federal Office of Management and Budget (OMB) circulars that apply to federal awards. The donation of property through the Federal Surplus Property Program should be reported on your Schedule of Expenditures of Federal Awards under CFDA 39.003.

As an authorized representative of the above donee, I accept the property hereon and on the attached continuation sheet(s) where appropriate and commit the donee to the certifications, terms and conditions accompanying this document, which I have read and understand.

Signature & Title of Authorized Representative _____ **Date** _____

See Next Page for Terms

**** NOTICE ****

RETURN POLICY: Items returned to the warehouse within 30 calendar days of receipt will get 100% credit of service charge. Credit of service charge may not be allowed on items returned to the warehouse after 30 days of receipt.

PAYMENT POLICY: All invoices are due paid in full immediately. After 30 days, collection procedures will begin. Collection procedures may include placing the donee on warrant hold with the Comptroller of Public Accounts and/or referral to the Office of the Attorney General for collection. Credit will not be given on property screened by the donee directly at a holding agency (donee screened at DLA, etc.; direct pick-up) unless there is evidence of concealed damage or condition misrepresentation at the time of actual screening by the donee.

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, a Veteran-Owned Small Business or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA), the Department of Veterans Affairs (VA) or Small Business Administration (SBA).
- (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, including research for any such purpose, or for programs for older individuals, or SEA organizations, or assistance to homeless/impoverished, or assistance to Veterans.
- (3) If a SBA 8(a) business or Veteran-Owned Small Business, the business is located and operated within the State, and that it will use the acquired surplus personal property in the normal conduct of its business activities. Personal or non-business use is prohibited.
- (4) 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 and GSA.
- (5) Funds are available to pay all costs and charges incident to donation.
- (6) 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, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.
- (7) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donee's race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(8) If a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). 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) or property.
- (3) In the event the property is not 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 FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

- (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. Not applicable to Service Educational Activities (SEAs).
- (3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(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.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) 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) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be. SBA 8(a) businesses and Veteran-Owned Small Businesses must also obtain prior approval from SBA in addition to the State agency and GSA.
- (2) In the event any of the property 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), (c) and (f) 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), (c) and (f) remain in effect, any of the property 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 and on other pertinent matters as may be required time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (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, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL 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, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

(i) THE DONEE UNDERSTANDS that e-mail addresses provided may receive notices about program updates and available property. Additionally, information on property donated to your organization, including pictures and service charge(s) paid, may be used by Federal Surplus Property Program for marketing and outreach purposes.

Rev: 3/05/202

Invoice No. 1750948

| | | |
|---------------------------------|--------------------------------|---------------------------------|
| Monday, July 7, 2025 | | Account No. <u>16834</u> |
| Authorized Rep: | <u>MICHAEL AVENDANO</u> | |
| Donee P.O. Num/Delivery: | | |
| Donee: | <u>CITY OF SANDY OAKS</u> | |
| | <u>22870 PRIEST RD</u> | |
| | <u>SANDY OAKS, TEXAS 78112</u> | |
| Fax: | | |
| County: | <u>BEXAR</u> | |

INVOICE

MAIL PAYMENT DIRECTLY TO:
Texas Facilities Commission
Federal Surplus Property Program
Attn: Fiscal Management
P.O. Box 13047
Austin, Texas 78711-3047
Phone: 512-962-4167

State Agencies must pay by ITV
RTI # 303311

| Asset Number | Govt Acquisition Cost | | Serial Number | Description of Property | Qty | Handling Fee | |
|--------------------|-----------------------|------------|---------------|---------------------------------------|-----|--------------|----------|
| | Unit | Total | | | | Unit | Total |
| TX-023-8872-98-001 | \$212.00 | \$848.00 | | SHEET, BED (PER BOX) | 4 | \$0.00 | \$0.00 |
| TX-023-8872-98-002 | \$211.00 | \$211.00 | | SHEET, BED (PER BOX) | 1 | \$0.00 | \$0.00 |
| TX-024-0455-28-001 | \$40.60 | \$2,273.60 | | LINER,WET WEATHER PONCHO | 56 | \$0.00 | \$0.00 |
| TX-024-2655-33-001 | \$89.70 | \$179.40 | | SHEET,BED | 2 | \$0.00 | \$0.00 |
| TX-024-2874-11-043 | \$10.00 | \$30.00 | | MIRROR, INSPECTION | 3 | \$1.00 | \$3.00 |
| TX-024-5900-40-015 | \$11.13 | \$222.60 | | PILLOW,PNEUMATIC | 20 | \$0.00 | \$0.00 |
| TX-024-5900-40-028 | \$55.77 | \$55.77 | | TOWEL,DENTAL BIB | 1 | \$0.00 | \$0.00 |
| TX-024-5900-40-029 | \$55.77 | \$55.77 | | TOWEL,DENTAL BIB | 1 | \$0.00 | \$0.00 |
| TX-024-5900-40-030 | \$55.77 | \$55.77 | | TOWEL,DENTAL BIB | 1 | \$0.00 | \$0.00 |
| TX-024-6081-24-001 | \$68.84 | \$1,307.96 | | BAG, SLEEPING | 19 | \$0.00 | \$0.00 |
| TX-025-1584-67-021 | \$500.00 | \$500.00 | | TABLE, PICNIC, ALUMINUM | 1 | \$250.00 | \$250.00 |
| TX-025-2579-61-003 | \$130.53 | \$783.18 | | COT, FOLDING | 6 | \$0.00 | \$0.00 |
| TX-025-3763-44-003 | \$62.00 | \$62.00 | | NITRILE GLOVES CHEMICAL RESISTANT | 1 | \$0.00 | \$0.00 |
| TX-025-5047-17-020 | \$32.26 | \$64.52 | | STRAP, COMMERCIAL | 2 | \$12.00 | \$24.00 |
| TX-025-5150-96-011 | \$250.00 | \$500.00 | | CANOPY | 2 | \$40.00 | \$80.00 |
| TX-025-5150-96-015 | \$89.00 | \$2,403.00 | | MOP BUCKET W/ RINGER, RUBBERMAID 28QT | 27 | \$0.00 | \$0.00 |
| TX-025-5150-96-016 | \$35.00 | \$560.00 | | BUCKET, PLASTIC WIDE W/ WHEELS | 16 | \$0.00 | \$0.00 |
| TX-025-5150-96-017 | \$135.00 | \$405.00 | | BUCKET, PRESS WRING | 3 | \$0.00 | \$0.00 |
| TX-025-5150-96-024 | \$230.00 | \$230.00 | | TOOLBOX, PLASTIC ROLLING | 1 | \$115.00 | \$115.00 |
| TX-025-5150-96-028 | \$29.37 | \$646.14 | | TOTE, STORAGE W/ LID 41QT | 22 | \$0.00 | \$0.00 |
| TX-025-5653-80-007 | \$102.50 | \$205.00 | | CHARGER, BATTERY HAND TOOLS | 2 | \$5.00 | \$10.00 |
| TX-025-6368-41-001 | \$1,200.00 | \$3,600.00 | | TOWEL BUNDLE 25 DOZEN 20X40 | 3 | \$0.00 | \$0.00 |
| TX-025-7022-34-009 | \$10.00 | \$30.00 | | VEST, SAFETY, MEDIUM | 3 | \$5.00 | \$15.00 |
| TX-025-7022-34-010 | \$13.00 | \$26.00 | | SIGN, FOLDING "WET FLOOR" | 2 | \$2.00 | \$4.00 |
| TX-025-7022-34-011 | \$10.00 | \$20.00 | | VEST, SAFETY, X-LARGE | 2 | \$5.00 | \$10.00 |
| TX-025-7022-34-014 | \$15.00 | \$720.00 | | MOP HEAD | 48 | \$0.00 | \$0.00 |
| TX-025-7022-34-015 | \$12.00 | \$144.00 | | DISINFECTING WIPES, CLOROX | 12 | \$0.00 | \$0.00 |
| TX-025-7022-34-016 | \$23.00 | \$23.00 | | TOWEL, MICROFIBER YELLOW | 1 | \$10.00 | \$10.00 |
| TX-025-7022-34-018 | \$28.00 | \$392.00 | | DUSTPAN W/ HANDLE | 14 | \$0.00 | \$0.00 |
| TX-025-7022-34-020 | \$111.44 | \$111.44 | | SINK, PLASTIC | 1 | \$10.00 | \$10.00 |
| TX-025-7845-09-005 | \$42.00 | \$42.00 | | FIRST AID KIT | 1 | \$5.00 | \$5.00 |
| TX-025-7845-09-008 | \$13.00 | \$260.00 | | BANDAGE (100 CT) | 20 | \$0.00 | \$0.00 |

Invoice No. 1750948

Invoice Created by: OLIVIA SPAIN

PAY THIS AMOUNT

\$536.00

The receipt of the property identified in this invoice constitutes an award of Federal Financial Assistance. As such, the donee is subject to all Federal Office of Management and Budget (OMB) circulars that apply to federal awards. The donation of property through the Federal Surplus Property Program should be reported on your Schedule of Expenditures of Federal Awards under CFDA 39.003.

As an authorized representative of the above donee, I accept the property hereon and on the attached continuation sheet(s) where appropriate and commit the donee to the certifications, terms and conditions accompanying this document, which I have read and understand.

Signature & Title of Authorized Representative _____

Date _____

See Next Page for Terms

**** NOTICE ****

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NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

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- (1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, a Veteran-Owned Small Business or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA), the Department of Veterans Affairs (VA) or Small Business Administration (SBA).
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- (3) If a SBA 8(a) business or Veteran-Owned Small Business, the business is located and operated within the State, and that it will use the acquired surplus personal property in the normal conduct of its business activities. Personal or non-business use is prohibited.
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- (5) Funds are available to pay all costs and charges incident to donation.
- (6) 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, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.
- (7) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donee's race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.
- (8) If a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.**

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). 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) or property.
- (3) In the event the property is not 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 FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**
- (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. Not applicable to Service Educational Activities (SEAs).
- (3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(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.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) 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) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be. SBA 8(a) businesses and Veteran-Owned Small Businesses must also obtain prior approval from SBA in addition to the State agency and GSA.
- (2) In the event any of the property 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), (c) and (f) 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), (c) and (f) remain in effect, any of the property 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 and on other pertinent matters as may be required time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (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, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL 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, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

(i) THE DONEE UNDERSTANDS that e-mail addresses provided may receive notices about program updates and available property. Additionally, information on property donated to your organization, including pictures and service charge(s) paid, may be used by Federal Surplus Property Program for marketing and outreach purposes.

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