

ALASKA LEGISLATURE COMMITTEE FILES 1983-1984

3111 SSA

HJR 77

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(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, 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.

(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 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 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 Alaska 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, 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 or 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, reservation and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representatives.

(g) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$3,000: NONE.

COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United State of America acting by and through the State of \_\_\_\_\_, State Agency for Surplus Property or State Agency for Federal Property Assistance (hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Donee) that the property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purposes:

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated \_\_\_\_\_, as amended \_\_\_\_\_, which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described combat-type aircraft, aircraft engines, and propellers,

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined to have a fair value of \$ \_\_\_\_\_, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof; Subject, however, to the following conditions:

1. The Donee agrees that the aircraft Property shall not be used for flight purposes.
2. The Property shall be placed in use by the Donee for the purpose stated above no later than 12 months after acquisition thereof and shall be used thereafter for such purpose in perpetuity.
3. In the event the aircraft Property is not placed in use by the Donee within 12 months of receipt and used thereafter in the perpetuity, the Donee, within 30 days after the Property has ceased to be used, shall provide notice thereof, in writing to the Donor, or otherwise make the Property available for transfer, provided the Property is still usable as determined by the Donor, or otherwise dispose of the Property as the Donor may direct.

4. In the event the Property is not so used or handled as required by (1), (2), and (3), above, title and right to the possession of the Property shall at the option of the Donor revert to the United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

5. The Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the Donor.

6. The Donee shall not sell, trade, lease, lend, bail, encumber, cannibalize, or dismantle for parts, or otherwise dispose of the aircraft Property or any parts thereof, without prior written approval of the Donor. Any sale, trade, lease, loan, bailment, encumbrance, cannibalization, or other disposal of the Property, when such action is authorized in writing by the Donor, shall be for the benefit and account of the United States of America.

7. In the event the aircraft Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor and shall as directed by the Donor:

- (a) Release the Property to another Donee or State agency;
- (b) Release the Property to a department or agency of the United States;
- (c) Release the Property to such other institution or agency as may be determined to have need therefor;
- (d) Sell the Property for the benefit and account of the United State of America;
- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the Donor and the material content to be disposed of in accordance with instructions of the Donor, as appropriate, or its designee; or
- (f) Otherwise dispose of the aircraft Property.

8. In the event the aircraft Property is disposed of without prior written approval, or is used for a purpose other than the purpose stated, the Donee, at the option of the Donor, shall be liable to the United States of America for the proceeds of the disposal, the fair market value, or the fair rental value of the aircraft Property at the time of such unauthorized transaction or use, as determined by the Donor.

9. In the event of a breach by the Donee, or its successor in function, of any of the above conditions, whether caused by the legal inability of the said Donee or its successor in function, interest in and to the said aircraft Property shall, at the option of the Donor, forthwith revert to and become the property of the United States of America, and the Donee, or its successors or assigns, shall forfeit all of their rights, title, and interest in and to the said aircraft Property.

10. The Donor shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated in (1) through (9), above, concerning the use or disposal of the aircraft Property, or issue disposal instructions to the Donee for the aircraft without the prior written concurrence of the General Services Administration or its successor in function.

11. The Donor, with the prior written concurrence of the General Services Administration or its successor in function, may terminate such of the above conditions as it determines to be appropriate.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

United States of America, Acting by and through the \_\_\_\_\_ State Agency for Surplus Property or State Agency for Federal Property Assistance

By: \_\_\_\_\_

Title: \_\_\_\_\_

DONEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Institute or Organization: \_\_\_\_\_

CITY of \_\_\_\_\_ )  
COUNTY of \_\_\_\_\_ )  
STATE of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such

instrument was executed under duly delegated authority on behalf of the \_\_\_\_\_ State Agency for Surplus Property or State Agency for Federal Property Assistance, and acknowledged the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

CITY of \_\_\_\_\_ )  
COUNTY of \_\_\_\_\_ )  
STATE of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledges to me that he was authorized to execute the foregoing instrument and that he executed the same as a free act and deed of said \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

NON-COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of \_\_\_\_\_, State Agency for Surplus Property (hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is \_\_\_\_\_

(hereinafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purposes:

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated \_\_\_\_\_, as amended \_\_\_\_\_, which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in and to the following described noncombat-type aircraft, aircraft engines, and propellers,

together with all engines, appurtenances, and accessories attached thereto or installed therein, (all of which are hereinafter referred to as the Property), which has been determined to have a fair value of \$ \_\_\_\_\_, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is," "where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof; Subject, However, to the following conditions:

1. The Donee agrees to apply to the Federal Aviation Administration for registration of the Property which is intended for flight purposes within 30 days of the receipt of a fully executed copy of this instrument. The Donee's application for registration shall include a fully executed copy of this instrument.
2. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof, and used for a 12 month period thereafter.

3. In the event the Donee does not apply to the Federal Aviation Administration for registration of the Property which is intended for flight operations, (or other uses unless registration is waived by the Donor) or in the event the aircraft Property is not placed in use within 12 months of receipt, and used for a 12 month period thereafter, the Donee, within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the Donor, and at the Donee's expense, available for transfer, provided the property is still usable as determined by the Donor, or otherwise dispose of the Property as the Donor may direct.

4. In the event the Property is not so used or handled as required by (1), (2), and (3) above, title and right to the possession of the Property shall at the option of the Donor revert to the United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

5. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (2) above. This period will expire after the Property has been used for the purpose stated for a period of 48 months.

6. During the period of restriction prescribed in (5) above, the Property shall be used only for the purpose stated.

7. During the periods of restriction prescribed in (2) and (5) above, the Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by such Donor.

8. At the expiration of the period of restriction, prescribed in (5) above, a release document shall be executed by the Donor and be forwarded to the Donee.

9. During the periods of restriction prescribed in (2) and (5) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of the Donor under (2), or under (5) above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (2) above, when such action is authorized by the Donor shall be for the benefit and account of the United States of America, or for the benefit and account of the State of \_\_\_\_\_ during the period of restriction set forth in (5) above.

10. In the event, during the periods of restriction prescribed in (2) and (5) above, the Property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval, the Donee, at the option of the Donor shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by the Donor.

11. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (2) and (5) above, the Property is no

longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor and shall as directed by the Donor:

- (a) Release the Property to another Donee or State agency; or
- (b) Release the Property to a Department or Agency of the United States; or
- (c) Release the Property to such other institution or agency as may be determined to have need therefore; or
- (d) Sell the Property with the proceeds remitted promptly from the Donee to the Donor; or
- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the Donor and the material content to be disposed of in accordance with instructions of the Donor; or
- (f) Otherwise dispose of the Property.

12. At the option of the Donor, the Donee may obtain abrogation of the terms and conditions set forth in (5) through (11) above by payment of an amount determined by the Donor.

13. The Donor, may waive any, or may terminate all of the terms and conditions set forth in (5) through (11) above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined to be appropriate.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

United States of America, Acting by and through the \_\_\_\_\_ State Agency for Surplus Property

By: \_\_\_\_\_

Title: \_\_\_\_\_

DONEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Institute or Organization: \_\_\_\_\_

\_\_\_\_\_

CITY of \_\_\_\_\_ )  
COUNTY of \_\_\_\_\_ )  
STATE of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the \_\_\_\_\_ State Agency for Surplus Property or State Agency for Federal Property Assistance, and acknowledged the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

CITY of \_\_\_\_\_ )  
COUNTY of \_\_\_\_\_ )  
STATE of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledges to me that he was authorized to execute the foregoing instrument and that he executed the same as a free act and deed of said \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

VESSEL CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of \_\_\_\_\_, State Agency for Surplus Property (hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is

\_\_\_\_\_ (hereinafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purposes:

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated \_\_\_\_\_, as amended \_\_\_\_\_, which expression of interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described vessel:

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined to have a fair value of \$ \_\_\_\_\_, unto the Donee to have and to hold the said Property, all and singular forever, this donation being made on an "as is," "where is" basis without warranty of any kind and delivery is made at the present location of the Property regardless of where the same may be situated or the condition thereof:

SUBJECT, HOWEVER, to the following conditions:

1. The Donee agrees to obtain documentation of the vessel under the applicable laws of the United States and regulations promulgated thereunder and the applicable laws of the several States governing the documentation of said Property and at all times to maintain such documentation. Under written request and sufficient evidence to justify such action, the Donor, may waive the requirement for documentation in the case of donated vessels which are to be permanently moored on land and never to be used again on the waterways.
2. The Donee agrees to record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within sixty days after the receipt of the fully executed Vessel Conditional Transfer Document. If documentation is waived under (1) above, the requirement for registration may also be waived.

3. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and used for a 12-month period thereafter.

4. In the event the Donee does not record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 60 days after the date of receipt of the fully executed Vessel Conditional Transfer Document, or in the event the Property is not placed in use within 12 months of receipt and used for a 12-month period thereafter, the Donee shall within 30 days after the date on which the instrument should have been recorded, or within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the Donor, and at the Donee's expense, return such Property to the Donor, or otherwise make the Property available for transfer, provided the property is still usable as determined by the Donor or otherwise dispose of the Property as the Donor may direct.

5. In the event the Property is not so used or handled as required by (1), (2), (3), and (4), above, title and right to the possession of the Property shall, at the option of the Donor, revert to the United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

6. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (3) above. This period will expire after the Property has been used for the purpose stated for a period of 48 months.

7. During the period of restriction prescribed in (6) above, the Property shall be used only for the purpose stated above.

8. During the periods of restriction prescribed in (3) and (6) above, the Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by such Donor.

9. During the periods of restriction prescribed in (3) and (6) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of the Donor under (3), or (4) above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, during the period of restriction set forth in (3) above when such action is authorized by the Donor shall be for the account of the United States of America, or for the benefit and account of the State of \_\_\_\_\_ during the period of restriction set forth in (6) above.

10. In the event, during the periods of restriction prescribed in (3) and (6) above, the Property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of without prior written approval, or is used for a purpose other than the purposes stated, the Donee, at the option of the Donor, shall be liable for the proceeds of the disposal, the fair market

value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by the Donor.

11. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (3) and (6) above, the Property is no longer suitable, usable, or required by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor, and shall, as directed by the Donor, return the Property to the Donor, retransfer the Property to another Donee or another State agency, or to a Department or Agency of the United States, sell the Property, or otherwise dispose of the Property as directed.

12. At the option of the Donor, the Donee may obtain abrogation of the terms and conditions set forth in (6) through (11) above by payment of an amount determined by the Donor.

13. The Donor, may waive any, or may terminate all of the terms and conditions set forth in (6) through (11) above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined to be appropriate.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

United States of America, Acting by and through the \_\_\_\_\_ State Agency for Surplus Property

By: \_\_\_\_\_

Title: \_\_\_\_\_

DONEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Institute or Organization: \_\_\_\_\_

CITY of \_\_\_\_\_ )  
COUNTY of \_\_\_\_\_ )  
STATE of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the \_\_\_\_\_ State Agency for Surplus Property or State Agency for Federal Property Assistance, and acknowledged the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

CITY of \_\_\_\_\_ )  
COUNTY of \_\_\_\_\_ )  
STATE of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledges to me that he was authorized to execute the foregoing instrument and that he executed the same as a free act and deed of said \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

HJR 77 Allows:

Continued operations of the Federal Surplus Property Program under P.L. 94-519.

The program is administered by the Department of Administration, Division of General Services & Supply, under authority of AS 44.71.020-.040, and is 100% self sustaining as required by law.

During the past two fiscal years (FY 82 and FY 83), this program provided:

equipment and supplies with original values exceeding 4.5 million dollars at a total client cost of approximately 360,000, or less than 8% of original costs.

Of the 4.5 million, approximately 3.65 were received by State and other public agencies, 78,000 by non-profit health and 774,000 to public non-profit education.

The program provides the only avenue by which state and other public agencies may obtain surplus Federal equipment and supplies, frequently being the determining factor in whether or not a recognized public need can be addressed.

Failure to pass this resolution and adopt this permanent plan will result in immediate suspension of the program by the Federal government, loss of program benefits to the residents of Alaska, termination of at least six self-sustaining half-time jobs and loss of an unknown number of projects sustained by the program.

5/11D1/0508-01

Introduced: 4/30/84  
Referred: State Affairs

BY THE RULES COMMITTEE BY  
REQUEST OF THE GOVERNOR

1 IN THE HOUSE

2 HOUSE JOINT RESOLUTION NO. 77

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 THIRTEENTH LEGISLATURE - SECOND SESSION

5 Adopting a permanent plan of opera-  
6 tion for the Department of Adminis-  
7 tration, division of general ser-  
8 vices and supply, surplus property  
9 program, for federal surplus prop-  
10 erty.

11 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

12 WHEREAS 40 U.S.C. 484(j), as amended by Public Law 94-519 in 1976,  
13 requires a state to develop a detailed plan of operation before federal  
14 surplus property may be transferred to that state; and

15 WHEREAS paragraph (4) of that federal statute also provides that, if a  
16 state legislature has not developed a state plan within 270 calendar days  
17 after October 17, 1976, the state's "chief executive officer" shall approve  
18 and submit a temporary state plan; and

19 WHEREAS Alaska Statutes 44.71.020 -- 44.71.040 provide the Alaska  
20 Department of Administration authority to acquire, manage, and distribute  
21 federal surplus property; and

22 WHEREAS the Alaska Department of Administration, division of general  
23 services and supply, surplus property program, developed a temporary state  
24 plan of operation, dated October 6, 1977, that was approved by the governor  
25 and submitted to the administrator of general services of the United  
26 States; and

27 WHEREAS, by a memorandum dated January 5, 1982, addressed to directors  
28 of state agencies for surplus property, the United States General Services  
29 Administration has informed the state agencies that each state legislature

1 must adopt a permanent plan of operation by June 30, 1984 in order to  
2 continue to be eligible to receive federal surplus property; and

3 WHEREAS the Alaska Department of Administration has prepared a perma-  
4 nent plan of operation, to replace the temporary plan, and has submitted it  
5 to the Alaska State Legislature;

6 BE IT RESOLVED that the ~~Thirteenth~~ Alaska State Legislature finds that  
7 this plan is in accordance with 40 U.S.C. 484(j) and adopts it as the  
8 official permanent plan of operation for the Alaska Department of Adminis-  
9 tration, division of general services and supply, surplus property program,  
10 for the acceptance, allocation, transfer, and distribution of federal  
11 surplus property.

12 A COPY of this resolution shall be sent to the United States General  
13 Services Administration.

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# MEMORANDUM

# State of Alaska

TO: Robert W. Head, Sr.  
Property Manager, State &  
Federal Property  
Division of General Services &  
Supply  
Department of Administration

DATE: April 20, 1984

FILE NO: 377-142-84

TELEPHONE NO: 465-3600

FROM: Norman C. Gorsuch  
Attorney General

SUBJECT: Attached draft reso-  
lution, etc., re  
federal surplus  
property

By: Arthur H. Peterson *AHP*  
Assistant Attorney General

Attached are copies of the drafts of the resolution, the cover memo to the governor, and the transmittal letter to the legislature. Please review these items, phone the feds if you think it appropriate or advisable, and return your comments to me soon so that the package can be put in final form and delivered to the governor within a few days.

AHP/jb

Attachments

20

TO: Arthur H. Peterson  
Assistant Attorney General  
Office of the Attorney General

DATE: April 24, 1984

FILE NO:

TELEPHONE NO:

465-2167

FROM: Robert W. Head, Sr. *RWH*  
Property Manager  
State and Federal Property  
Division of General Services & Supply  
Department of Administration

SUBJECT: Resolution on Federal  
Surplus and AG File  
377-142-84

THRU: Rebecca Burch  
Special Assistant  
to the Commissioner  
Department of Administration

I have reviewed the attached draft of the resolution addressing the Federal Surplus Property program with Mr. W. W. Gunn of GSA's Region 10 office.

We find nothing that would seem to require revision, and Mr. Gunn is conducting research to address your concerns regarding authorship and legitimacy of the June 30, 1984 deadline declaration, by GSA.

Additional information should be available within a day or two.

RWH/cjk  
Attachment  
20/11D2/0424-02

30

# MEMORANDUM

# State of Alaska

TO: A.M. "Bud" Saylor  
Deputy Director  
Department of Administration  
Division of General Services & Supply

DATE: April 16, 1984

FILE NO:

TELEPHONE NO: 465-2283

FROM: *RMH*  
Robert W. Heazl, Sr.  
Property Manager, State  
& Federal Property  
Department of Administration  
Division of General Services & Supply

SUBJECT: Status of PL 94-519

Telephone conversation with B. Losche, G.S.A., Auburn, Washington, indicates there has been no action that might supercede Public Law 94-519.

RMH/dn

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

DIVISION OF GENERAL SERVICES AND SUPPLY

Bill Sheffield, Governor

POUCH C (MS-0210)  
JUNEAU, ALASKA 99811

(907) 465-2167

September 14, 1983

Mr. W. W. Gunn  
General Services Administration  
Personal Property Management Branch  
Code 10FB-P  
Auburn, WA 98002

Dear Mr. Gunn:

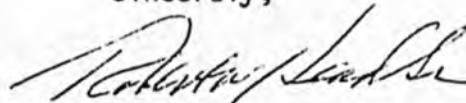
Enclosed you will find the "finished" State plan, revised to reflect the suggestions/recommendations you so generously offered.

Unless you find reasons for additional revision, we will plan on submitting this version to the Legislature shortly after they convene.

If you do find areas that need further revising/refining, please feel free to express your thoughts for consideration.

The assistance and cooperation you have extended in this project is genuinely appreciated.

Sincerely,



Robert W. Head, Sr.  
State Property Manager

RWH/sn  
N/11D1/0912-02  
Enclosure

# STATE OF ALASKA

## DEPARTMENT OF ADMINISTRATION

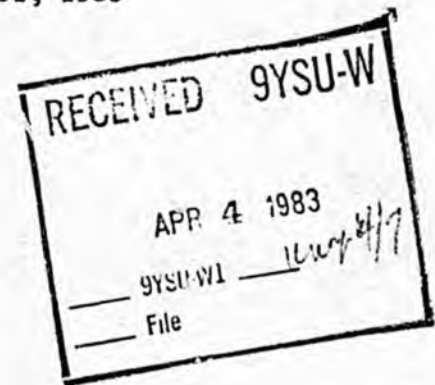
DIVISION OF GENERAL SERVICES AND SUPPLY

Bill Sheffield, Governor

POUCH C (MS 0210)  
JUNEAU, ALASKA 99811  
(907) 465-2283

March 31, 1983

Mr. W. W. Gunn  
General Services Administration  
Personal Property Management Branch  
Code 10FB-P  
Auburn, WA 98002



Dear Pete:

Per our telephone conversation today, enclosed is the tentative -  
Permanent Plan of Operations for the State of Alaska.

As indicated during our conversation, I had "your" copy double spaced for  
easy editing, revising, etc., that you might need to "plug in" to ensure total  
acceptability on "formal" submittal.

I am looking forward to your comments, and to the day when we have a  
full-fledged permanent plan in place.

Sincerely,

Robert W. Head, Sr.  
Property Manager  
State and Federal Property

RWH/af1  
Enclosure  
3/0330-01/3GSS2



*Handwritten:* 11/15

Date  
 Reply to  
 Attn of  
 Subject  
 To

NOV - 7  
 FMD  
 Permanent Plan of Operation - Alaska State Agency for Surplus Property (SASP)  
 10FBP

This is in response to your memorandum dated September 29, 1983, requesting our preliminary review and advice on the conversion of the Alaska State Agency for Surplus Property Plan of Operation from temporary to permanent status. Also, this confirms receipt of a letter addressed to Mr. L. L. Mitchell from the Governor's office dated September 21, 1983, (copy enclosed) advising that their proposed permanent plan will be presented to the next legislature.

Our review of the proposed permanent plan and subsequent telephone conversations with Danny Walton (10FB-P) indicates several areas of the plan which need to be revised and/or updated before it can be accepted by the Administrator of General Services as required by the FPMR 101-44.202(d). The required changes are outlined below:

1. All references to "temporary plan of operation" should be changed to "permanent plan of operation." *Done*
2. Paragraph 5(b) - Financing and Service Charges - We have no objection to the limit "(not to exceed \$10,000 per any one item)" appearing in the schedule. *Done*
3. Paragraph 5(d) - Financing and Service Charges - In the first paragraph, page 9, change line 4 to "Subject to Federal regulations compliance reviews may be made by having the donee submit a written report stating that the property is in use and what it is being used for..." *Done*
4. Paragraph 8c - Fair and Equitable Distribution - In line 2 change "appearing to be qualified" to "determined to be qualified." *Done*
5. Paragraph 10 - Compliance and Utilization - Change the last paragraph to "While on-site compliance review is planned for performance by personnel of the State agency, compliance letters/forms may be used to satisfy this requirement except for items with an acquisition cost of \$3,000 or more and/or for passenger motor vehicles. Exceptions to on-site compliance reviews may be made by GSA if the State Agency can show that such reviews are physically or economically unfeasible to perform." *Done*
6. Attachment A - Organization Chart - Add attachment which appeared in temporary plan and use updated information if necessary. *Done*

## 7. Paragraph 14 - Forms

-- Enclosure 14-1 - Update the donee certification as follows:

Paragraph (a)(4) revise nondiscrimination clause to include section 303 of the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended.

*Done*

-- Enclosure 14-2 - Combat-Type Aircraft Conditional Transfer Document - Update to conform to Figure 2-9.4 (July 16, 1980) of the Donation Handbook.

*Done*

Enclosure 14-5 - Civil Rights Assurance - Add enclosure which appeared in temporary plan and use updated civil rights assurance clause to conform to Figure 2-8 of the Donation Handbook.

Three copies of a revised plan of operation, including exhibits, certified by the Governor of Alaska should be submitted to the Administrator of General Services, through Region 10, for acceptance as a legislative permanent plan per instruction contained in Donation Program Memorandum No. DPD-4-82, dated January 5, 1982.

*George W. Kinney*  
 GEORGE W. KINNEY  
 Director, Donation Division  
 Office of Property Management

Enclosure

cc:  
 Associate Administrator for Operations (AR)

1982 NOV 21 P 1:08  
 DIVISION OF  
 GENERAL SERVICES & SUPPLY

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

DIVISION OF GENERAL SERVICES AND SUPPLY

BILL SHEFFIELD, GOVERNOR

POUCH C  
JUNEAU, ALASKA 99811

(907) 465-2250

September 21, 1983

Mr. L. L. Mitchell  
General Services Administration  
Office of Federal Supply and Services  
Washington, D.C. 20406

Dear Mr. Mitchell:

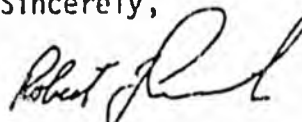
Governor Sheffield's office requested that I respond to your letter of August 30, 1983, regarding the Permanent Plan of Operations for Alaska's State Surplus Property program.

The Permanent Plan has been sent, in final draft, to the General Services Administration office in Auburn for review, prior to being presented to our Legislature.

My staff assures me our Plan will be presented to the next Legislature, then submitted to General Services Administration before the deadline.

I appreciate your timely reminder and concern for our state.

Sincerely,



Robert J. Link  
Director

RJL/kw

J/1101/0920-07

cc: Ben Harding  
Special Assistant  
Office of the Governor

Rebecca Burch  
Special Assistant  
Administrative Hearings  
Department of Administration

Jay H. Hogan  
Associate Director  
Office of Management and Budget  
Office of the Governor

DIVISION OF  
GENERAL SERVICES & SUPPLY

1983 NOV 21 P 1:08

TELECOPIER NUMBER 465 2184

JAY S. HAMMOND  
GOVERNOR



STATE OF ALASKA  
OFFICE OF THE GOVERNOR  
JUNEAU

October 6, 1977

Mr. George I. Perryman  
Assistant Commissioner  
Office of Personal Property Disposal  
General Services Administration  
Federal Supply Service  
Washington, D. C. 20406

Dear Mr. Perryman:

Enclosed is Alaska's temporary State Plan for the new Federal Surplus Property Utilization Program under Public Law 94-519.

Public notice of this plan was publicly announced on August 4, 1977 and interested persons have had more than thirty days in which to submit comments.

I look forward to this improved program being very beneficial to all Alaskans.

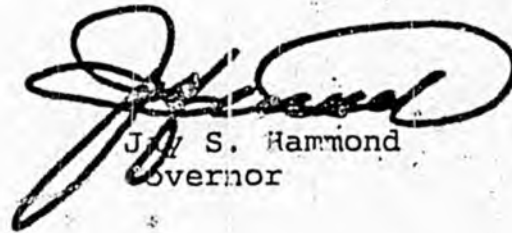
Sincerely,

A handwritten signature in black ink, appearing to read "Jay S. Hammond".

Jay S. Hammond  
Governor

Administration/JSH/RCB/mjc  
bcc: Department of Administration

I certify that this is the Temporary State Plan of the State of Alaska for the Federal Surplus Property Utilization and that it is in accordance with Public Law 94-519.



J. S. Hammond  
Governor

# MEMORANDUM

# State of Alaska

TO: Ben Harding, Special Assistant  
Office of the Governor

DATE: September 15, 1983

FILE NO: 657

TELEPHONE NO: 465-3562

FROM: *JH*  
Jay N. Hogan, Associate Director  
Office of Management and Budget  
Division of Governmental  
Coordination

SUBJECT: CTS 3251

This memorandum is in response to the letter from the Federal General Services Administration (GSA) that you forwarded to this office.

The Division of General Services and Supply, Department of Administration, is aware of the Federal requirement to develop and achieve legislative approval for a permanent plan of operation for the transfer of surplus Federal property to the State of Alaska. The Division, with the approval of Commissioner Rudd and the Office of the Governor, intends to introduce a bill to the 1984 legislative session in order to meet the Federal requirements.

The Division of General Services and Supply has well-established channels of communication with the GSA. A copy of GSA's letter has been forwarded to the Director of the Division, Mr. Bob Link. The Division will prepare a reply to the GSA letter.

sa

cc/attachment: Bob Link, Director, Division of General Services and Supply, Department of Administration  
Rebecca Burch, Special Assistant to the Commissioner, Department of Administration

*Burch* →



*Handwritten initials*

CTSH 3251559

AUG 30 1983

RECEIVED  
SEP 07 1983

GOVERNOR'S OFFICE

Honorable William Sheffield  
Governor of Alaska  
State Capitol  
Juneau, Alaska 99801

Dear Governor Sheffield:

The Federal Property and Administrative Services Act of 1949, as amended, which governs the transfer for donation of Federal surplus personal property to the States, requires that each State submit a permanent plan of operation for its State Agency for Surplus Property (SASP). The Director of your State agency was advised on January 5, 1982, (copy enclosed) that the deadline for submission of permanent plans is June 30, 1984. We are bringing this matter to your attention at this time as failure to submit the required plan could necessitate our deferring further allocations of property to your State.

Your review of this matter and a reply by November 15, 1983, assuring us that we will receive the permanent plan prior to June 30, 1984, will be appreciated.

Sincerely,

*[Handwritten signature]*  
L. L. MITCHELL  
Assistant Administrator

Enclosure

OFFICE OF  
MANAGEMENT & BUDGET

SEP 09 1983

GOVERNMENTAL  
COORDINATION



AUG 30 1983

Date :  
Reply to :  
Attn of :

FMD

Subject:

Comptroller General's Second Biennial Report to the Congress of the United States on the Federal Donation Program

To :

Regional Administrators  
WA 1A 2A 3A 4A 5A 6A 7A 8A 9A 10A  
Directors of State Agencies for Surplus Property

1984 APR 20 10:39  
DIVISION OF FEDERAL SERVICES & SUPPLY

Enclosed is a copy of the Comptroller General's (GAO) Second Biennial Report to the Congress of the United States on the Federal Donation Program.

The discussion of the donation program in the GAO report includes three recommendations that will require action by the regions and State Agencies for Surplus Property (SASP). The recommendations and required actions are as follows:

**Recommendations**

To improve the effectiveness of the Donation Program, we recommend that the Administrator of General Services:

"Continue emphasizing to the State agencies that participation in the Donation Program is dependent on their compliance with the act's requirement for submitting permanent State plans of operation, having external audits performed, and establishing adequate accountability systems." If all of the State agencies do not submit permanent State plans of operation by GSA's established deadline (June 30, 1984), we recommend that the Administrator report to the appropriate congressional committees on actions that will be taken in cases of noncompliance.

**Actions**

a. Permanent plans

We will be writing to the Governor of each State where the SASP has not submitted a permanent State plan to apprise them of the requirement and that failure to submit the plan by the deadline could necessitate deferring further allocations of property to the State.

Effective with this memorandum, I am establishing a progress reporting requirement for the regions on each State that has not submitted a permanent plan. Progress reports are to be submitted to my personal attention by October 15, 1983, January 15, 1984, and by the 15th of each month thereafter until all plans have been submitted.


To date the following State plans have been accepted as permanent: Arizona, California, Michigan, Oklahoma, South Carolina, South Dakota, Tennessee, and Wisconsin. In addition to these plans, Florida, Georgia and Texas have submitted their plans for review and acceptance.

b. External audits

Since it has been established as a mandatory requirement that external audits be scheduled and conducted, no additional action is required at this time. I would, however, remind the regions and States again that it is a mandatory requirement to have an external audit conducted every 2 years. The status of this requirement shall continue to be reported to the Central Office (FM) on a quarterly basis by the regions.

c. Accountability systems

To ensure that the States are complying with the accountability system requirement, you are requested to immediately implement the practice of reviewing this area in all reviews of and visits to State agencies. Your findings should be documented in each instance and whenever an accountability system is determined inadequate by the region, Central Office (FM) shall be so advised and a noncompliance case established.



L.L. MITCHELL

Assistant Administrator

Enclosure

cc:

Associate Administrator for Operations (AR)

Assistant Regional Administrators

WF 1F 2F 3F 4F 5F 6F 7F 8F 9F 10F