

**TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 475-3705 - FAX: (512) 236-6173
www.tfc.state.tx.us/surplus/index.html**

UPDATE FORM

(Please type or print black ink only)

Federal Regulations require the FSP program to update all Donee files once every three years.

Federal Regulations require Volunteer Fire Departments, Rescue Squads and Emergency Medical Services to submit annually the following (1) Update Form (2) Evidence of public funding (by contract or line item budget).

So that your eligibility to participate in the Federal Surplus Property program may continue uninterrupted, please fill out this Update Form and return within 30 days.

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|-------------------------------------|
| 1. Have the qualifications indicated in your original application remained unchanged? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are your organization's operations continuing as stated in your original application? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If applicable, has your organization maintained a current license, grant, accreditation, contract, or approval to continue the operations or programs under which you were originally determined eligible? <u>If yes, attach a copy of your current license, grant, or other accreditation documents.</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is your organization observing all certifications and agreements of eligibility and complying with all restrictions on donated surplus property received? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does your organization operate under any Texas license, accreditation such as: for a school, adult day care, child day care, clinic, hospital, Grant awards or agreements, youth camp, funding from a county or ESD contract, or Girl and Boy Scouts (chartered license)? <u>If yes, attach a copy of your current license, contract, or other accreditation documents.</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Organization Name: <u>Wise County</u>		
Mailing Address: <u>PO Box 899</u>		
City: <u>Decatur</u>	State: <u>TX</u>	Zip Code: <u>76234</u>
Phone: <u>- - 940-627-5744</u>	Fax: <u>- - 940-627-3388</u>	
Email: <u>auditor@co.wise.tx.us</u>	Accounts Payable Fax: <u>940-627-3388</u>	
Federal Employer ID Number: <u>75-6001203</u>	Fiscal Yr. Ending Date: <u>September 30</u>	

The Donee certifies that the information provided is correct and complete, and that the Donee understands and agrees to all terms and conditions.

Printed Name: <u>Bill McElhaney</u>	Date: <u>September 12, 2011</u>
Signature: X <u>Bill McElhaney</u>	Title: <u>County Judge</u>

Form must be signed by an authorizing official (e.g., ~~mayor, city manager, executive director, purchasing director, fire chief~~ county judge, superintendent,

SIGNATURE IS REQUIRED ON ALL FIVE PAGES

AUTHORIZED REPRESENTATIVES

Please note: Our Program is now required to have each Authorized Representative's Signature.

- I. **AUTHORIZED REPRESENTATIVE** – Only authorized representatives with a signature on file with our office will be allowed to sign for the release of property. All other listed may visit our warehouse locations and will be included in email broadcasts from our office.
- II. All representatives listed in the original application or any prior Update Form will be deleted from the account. Only those representatives listed on this Update Form will be allowed to acquire property.

NAME	TITLE	TELEPHONE and EMAIL ADDRESS	Authorized Representative's Signature
(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	John Doe
Bill McElhanev	County Judge	940-627-5743 countyjudge@co.wise.tx.us	<i>Bill McElhanev</i>
Danny white	Commissioner P1	940-627-5810 danny.white@co.wise.tx.us	<i>Danny White</i>
Kevin Burns	Commissioner P2	940-427-4881 burnauto@yahoo.com	<i>Kevin Burns</i>
Harry Lamance	Commissioner P3	940-433-5365 harry.lamance@co.wise.tx.us	<i>Harry Lamance</i>
Terry Ross	Commissioner P4	940-683-4153 terry.ross@co.wise.tx.us	<i>Terry Ross</i>
Ann McCuiston	Auditor	940-627-5744 auditor@co.wise.tx.us	<i>Ann McCuiston</i>
Diana Alexander	Asset manager	940-627-3312 asset@co.wise.tx.us	<i>Diana Alexander</i>

Valid driver's license or state issued photo identification required prior to entering state or federal facilities.

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

Wise County
NAME OF APPLICANT ORGANIZATION

Bill McElhanev
PRINTED NAME OF AUTHORIZED OFFICIAL

Bill McElhanev
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

September 12, 2011
DATE

SEND ALL UPDATE FORMS TO:

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 475-3705 - FAX: (512) 236-6173
EMAIL: jim.virdell@tfc.state.tx.us

3 copies of this page provided page 2A

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(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	John Doe
Chad Davis	Engineer	940-627-2342 chad.davis@co.wise.tx.us	Chad Davis
Charles Dillard	Ems Director	940-627-2002 cdillard@ems.co.wise.tx.us	Charles Dillard
Mare Dodd	Fire Marshal	940-627-5971 mare.dodd@co.wise.tx.us	Mare Dodd
Tom Goode	Public Works Director	940-627-6655 publicworks@co.wise.tx.us	Tom Goode
Glenn Hughes	Facility Manager	940-627-5743 glenn.hughes@co.wise.tx.us	Glenn Hughes
Blake Walls	Sheriff Inventory Manager	940-627-5971 wallsb@sheriff.co.wise.tx.us	Blake Walls
Chuck Gomez	Sheriff Fleet Manager	940-627-5971 gomezcc@sheriff.co.wise.tx.us	Chuck Gomez

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PRINTED NAME OF AUTHORIZED OFFICIAL

Bill McElhanev
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

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3 copies of this page provided page 2B

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DONEE CERTIFICATIONS & AGREEMENTS

(a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency or a nonprofit 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/or the regulations of the General Services Administration (GSA).
- (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 SBA or SEA organizations, or assistance to homeless/impoverished. 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.
- (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, 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.
- (5) 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.
- (6) Does your organization have any knowledge and/or information regarding pending lawsuits, claims, charges, complaints filed with or against your organization? If yes, please explain: _____ (you may use a separate sheet, if needed.)

(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 purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) 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 CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT 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.
- (3) In the event the property is not used as required by (c)(1) and (2) and Federal restrictions (b)(1), (b)(2) and (f) have expired then right to the possession of such property shall at the option of the State agency revert to the State of Texas 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 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, 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 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 CFR105-68, 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, as a subrecipient of federal financial assistance under the Catalog of Federal Domestic Assistance (CFDA) 39.003, the donee is subject to the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996. As such, the donee agrees to provide the Federal Surplus Property Program with results of the audit required by OMB Circular A-133.

X 
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

September 12, 2011
DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- Property valued at less than \$5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than \$5,000 in original cost - the compliance period is 18 months.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years).
- Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items.
- All property must be placed into use within the first year of possession.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to TFC or another donee, as instructed by TFC.
- The property may not be sold, transferred or otherwise disposed of during the compliance period. If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page three.

If applying as an SBA 8(a) business I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

Bill McWhorter
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g. Mayor, Director, Superintendent, Judge) September 12, 2011
DATE

NONDISCRIMINATION ASSURANCE

LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION:

Wise County
NAME OF ORGANIZATION

101 N Trinity Decatur, TX
STREET ADDRESS/LOCATION

PO Box 899 Decatur, TX 76234
MAILING ADDRESS (P.O. Bo #, Street, City & State) (9 DIGIT ZIP CODE)

Wise 940-627-5744 940-627-3388
COUNTY TELEPHONE # FAX #

Wise County the donee, agrees that the program for or in connection with
(Name of Organization)

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: Wise

Bill McElroy September 12, 2011
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

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