

## Surplus Property Donation Agreement

This Surplus Property Donation Agreement between the City of Portland, Bureau of Transportation – (hereafter “PBOT”) and Hamilton Bike Share, Inc. a not-for-profit organization headquartered in Hamilton, Canada (hereafter “Recipient”), is effective on June 22nd of 2021.

1. The City currently holds certain property determined to be surplus under Portland City Code Chapter 5.36. PBOT has been designated by the City Council to carry out with this donation.
2. Recipient is a not-for-profit organization in the Hamilton, Canada. Recipient will provide appropriate document(s) to certify its status as may be requested by the City.
3. The City agrees to donate to Recipient and Recipient agrees to accept from the City the surplus property identified in Exhibit A (hereinafter “Surplus Property”).
4. The value of the Surplus Property is estimated at a fair market value of \$10,000. This value derived from guidance under IRS Publication 561.
5. The Property is not exempt surplus property under Portland City Code 5.36.010F which would require City Council approval prior to disposition. The Property has not been procured with the proceeds of tax-exempt bonds.
6. The Surplus Property is donated to Recipient with the intention that Recipient will utilize the Surplus Property for community benefits in its programs and purposes or make subsequent appropriate and responsible disposition should the property be deemed not usable to Recipient.
7. Recipient accepts the Surplus Property “AS-IS”. The City makes no expressed or implied warranties or representations regarding the Surplus Property, including any warranty on merchantability or fitness for any particular purpose. The decision to accept the Surplus Property and put the Surplus Property to use is solely that of Recipient’s. Recipient understands and accepts all risks and liabilities associated with Recipient’s contemplated use of the Surplus Property for the purposes that it may elect. Recipient agrees to comply with all applicable federal, provincial and local laws and regulations in its use, storage, handling or disposal of the Surplus Property.
8. Recipient will hold harmless, defend and indemnify the City of Portland, its officers, agents and employees from any claims, demands, actions and suits, including attorney fees, arising from the donation of the Surplus Property, and any post-donation use of the Surplus Property.
9. Recipient will remove or cover all marks that reference the BIKETOWN bike-share program and the title sponsor Nike. These marks include the BIKETOWN program name and the Nike swoosh logo prior to use.
10. PBOT and Recipient will arrange for a mutually convenient time and place for the transfer of the Surplus Property to Recipient after execution of this Agreement. PBOT, on behalf of the Commissioner-In-Charge, will file with the City Auditor this fiscal year an executed copy of the Donation Agreement.

The undersigned persons are authorized to execute this Donation Agreement on behalf of the respective parties.

City of Portland, Donor

[Insert Name] Recipient

\_\_\_\_\_  
[print signer name]  
Bureau of Transportation

\_\_\_\_\_  
Print Name of Signer  
Title  
Name of Recipient Organization  
Address  
Address  
FEID No. \_\_\_\_\_

\_\_\_\_\_  
Date

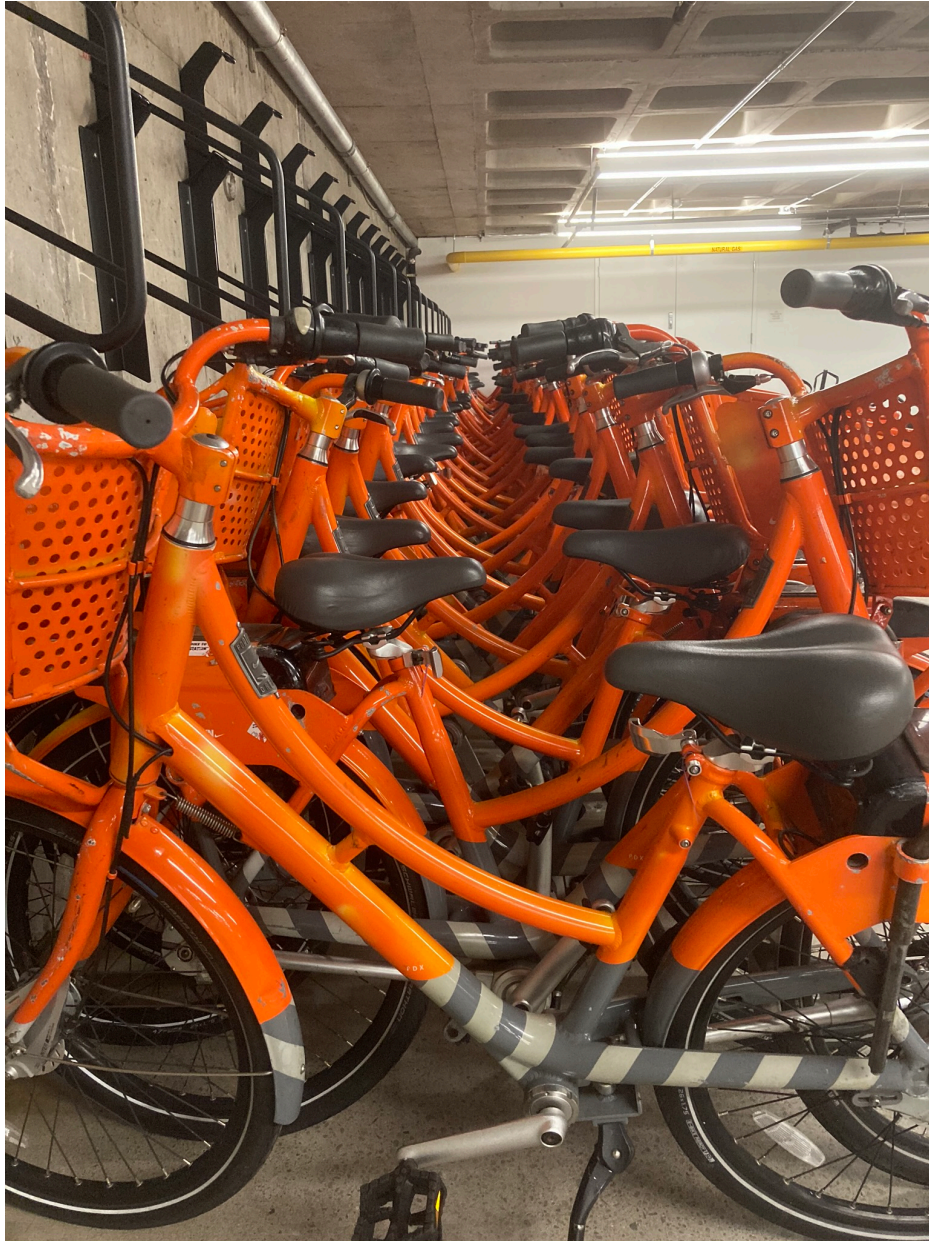
\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
City Attorney

## Exhibit A

- 650 (approximate) Bike-Share bicycles
  - Bicycles are in medium to heavy states of wear



- Miscellaneous parts and tools