

DEPARTMENT: Public Works BY: David A. Randall PHONE: 966-5356
Public Works Administrator

RECOMMENDED ACTION AND JUSTIFICATION: Policy Issue Yes () No (X)
Public works recommends that the Board of Supervisor adopt the attached resolution authorizing and designating names and titles of individuals to participate on behalf of the County in the Federal Surplus Property Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has previously designated individuals to participate in the surplus program. This allows County representatives to acquire surplus Federal equipment at no cost to the County.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. The Board may add or delete names from the list.
2. The County will not have it's list of eligible participants updated.

COSTS: (X) Not Applicable
A. Budgeted current FY \$ _____
B. Total anticipated costs \$ _____
C. Required Addnl funding \$ _____
D. Source: » _____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

SOURCE: () 4/5ths Vote Required
A. Internal transfers \$ _____
B. Unanticipated revenues \$ _____
C. Reserve for contingency \$ _____
D. Description: _____

Balance in Reserve for Contingencies, if approved: \$ _____

CLERK'S USE ONLY:
Res. No.: 92-1
Ord. No.: _____
Vote - Ayes: 4 Noes: _____
Absent: Faber Abstained: _____
AWJ Approved () Denied
() Minute Order Attached

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
X Recommended
____ Not Recommended
____ For Policy Determination
____ Submitted with Comment
____ Returned for Further Action

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
ATTEST: MARGIE WILLIAMS
Clerk of the Board of Supervisors
County of Mariposa, State of CA
By: _____ Deputy

Comment: _____

A.O. Initials: [Signature]

**ELIGIBILITY RENEWAL APPLICATION
FEDERAL SURPLUS PROPERTY PROGRAM**

Name of organization _____ Telephone _____
Address _____ City _____ County _____ Zip _____

Organization is a:

PUBLIC AGENCY

- ___ A. Conservation
- ___ B. Economic Development
- ___ C. Education
- ___ D. Parks & Recreation
- ___ E. Public Health
- ___ F. Public Safety
- ___ G. 2 or more listed
- ___ H. Other (includes library/museums)
- ___ I. Homeless Program

NONPROFIT AGENCY

- ___ J. Private Education
- ___ K. Private Health
- ___ L. Older Americans Act for Sr.Citz.
- ___ M. Homeless Program

NOTE: Categories J-K-L-M

Number of sites _____

Enrollment or number of clients served _____

R E S O L U T I O N

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the California State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME-(Print or type)	TITLE	SIGNATURE
<u>Robert Johnson</u>	<u>Deputy Director/Roads</u>	_____
<u>David Randall</u>	<u>Administrator</u>	_____
<u>Bruce Atkinson</u>	<u>Special Projects Coord.</u>	_____
<u>Tom Striplin</u>	<u>Equipment Mechanic Sup.</u>	_____
<u>Tim Crafts</u>	<u>Equipment Mechanic</u>	_____

PASSED AND ADOPTED this 7th day of January, 1992, by the Governing Board of
Supervisors by the following vote:

Ayes: 4 ; Noes: 0 ; Absent: Taber

I, _____, Clerk of the Governing Board of

do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a _____ meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

(Signed) _____

O R

AUTHORIZED this _____ day of _____, 19____, by:

Name of Chief Administrative Officer _____ Title _____

(Signed) _____

FOR STATE AGENCY USE

Application approved: _____ Application disapproved: _____

Comments or additional information: _____

Date _____

Signed: _____

(Title)

TERMS AND CONDITIONS

(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 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, including research for such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, 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 \$5,000 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 California 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 or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.

(4) The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.

(5) At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer, Document executed by the authorized donee representative.

**ELIGIBILITY RENEWAL APPLICATION
 FEDERAL SURPLUS PROPERTY PROGRAM**

Name of organization _____ Telephone _____
 Address _____ City _____ County _____ Zip _____

Organization is a:

PUBLIC AGENCY

- A. Conservation
- B. Economic Development
- C. Education
- D. Parks & Recreation
- E. Public Health
- F. Public Safety
- G. 2 or more listed
- H. Other (includes library/museums)
- I. Homeless Program

NONPROFIT AGENCY

- J. Private Education
- K. Private Health
- L. Older Americans Act for Sr.Citz.
- M. Homeless Program

NOTE: Categories J-K-L-M

Number of sites _____

Enrollment or number of clients served _____

RESOLUTION

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the California State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME-(Print or type)	TITLE	SIGNATURE
<u>Craig McDonald</u>	<u>Bldg/Grounds Superv.</u>	_____
<u>Rich Begley</u>	<u>Deputy Director/Parks & Rec.</u>	_____
<u>Greg Wass</u>	<u>Maintenance Foreman</u>	_____
<u>Rod Sinclair</u>	<u>Commander</u>	_____
<u>Larry Pollard</u>	<u>Director</u>	_____

PASSED AND ADOPTED this 7th day of January, 1992, by the Governing Board of

 Supervisors _____ by the following vote:

Ayes: 4 ; Noes: 0 ; Absent: Taber

I, _____, Clerk of the Governing Board of

_____ do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a _____ meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

(Signed) _____

OR

AUTHORIZED this _____ day of _____, 19____, by:

Name of Chief Administrative Officer _____ Title _____

(Signed) _____

FOR STATE AGENCY USE

Application approved: _____ Application disapproved: _____

Comments or additional information: _____

Date _____

Signed: _____

(Title)

TERMS AND CONDITIONS

(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 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, including research for such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, 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 \$5,000 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 California and the donee shall release such property to such person as the state agency shall direct.

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The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer, Document executed by the authorized donee representative.

State of California
 Dept. of General Services
 State Agency for Surplus Property
 2325 Moore Avenue
 Fullerton, CA 92633 (714) 992-0900

SASP Form 201-A 11/89

**ELIGIBILITY RENEWAL APPLICATION
 FEDERAL SURPLUS PROPERTY PROGRAM**

Name of organization _____ Telephone _____
 Address _____ City _____ County _____ Zip _____

Organization is a:

- PUBLIC AGENCY** _____
 A. Conservation _____
 B. Economic Development _____
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 D. Parks & Recreation _____
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 I. Homeless Program _____

- NONPROFIT AGENCY** _____
 J. Private Education _____
 K. Private Health _____
 L. Older Americans Act for Sr.Citz. _____
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NOTE: Categories J-K-L-M
 Number of sites _____
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RESOLUTION

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the California State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME--(Print or type)	TITLE	SIGNATURE
Michael Edwards	Asst. Director	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED this 7th day of January, 19 92, by the Governing Board of Supervisors _____ by the following vote:

Ayes: 4 ; Noes: 0 ; Absent: Taber

I, _____, Clerk of the Governing Board of

_____ do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a _____ meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

(Signed) _____

OR

AUTHORIZED this _____ day of _____, 19____, by:

Name of Chief Administrative Officer _____ Title _____

(Signed) _____

FOR STATE AGENCY USE

Application approved: _____ Application disapproved: _____
 Comments or additional information: _____

Date _____ Signed: _____ (Title) _____

TERMS AND CONDITIONS

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