MARIPOSA COUNTY RESOLUTION NO. 82-131

BE IT RESOLVED by the Board of Supervisors, Mariposa County, that the Board's representatives whose names and titles are listed below shall be hereby authorized as the County's "primary" representatives to acquire federal surplus property from the California State Agency for Surplus Property under the terms and conditions listed on attachment "A" of this resolution:

William H. Moffitt Supervisor
Eric J. Erickson Supervisor
Eugene P. Dalton Supervisor
Gertrude Taber Supervisor
Beverly Barrick Supervisor
John Morrow Fire Warden/CDF
James Wagner Operations Officer-CDF
Paul E. Paige Sheriff
Richard Begley Parks & Recreation Director
William Lincoln Road Commissioner
Cicero Gann Road Dept. Shop Foreman
Roger McElligott Special Districts Manager
Craig McDonald Building and Grounds Superintendent
Lois Lewis Welfare Dept. Director
Bruce Clayton Assistant Civil Defense Director

(see signature page attached)

BE IT FURTHER RESOLVED that each and every item purchased shall be entered on the Mariposa County inventory for the department or unit purchasing or otherwise receiving and retaining same under authority of this Resolution and shall become the property of Mariposa County regardless of whether consideration is or is not paid for the item.

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PASSED AND ADOPTED by the Board of Supervisors,
Mariposa County, this 23rd day of June, 1982,
by the following vote:

AYES: Barrick, Taber, Erickson, Moffitt

NOES: None

ABSTAINED: None

ABSENT: Dalton

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk &
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RICHARD DENHALTER
County Counsel
MARIPOSA COUNTY, BOARD OF SUPERVISORS

RES. 81-131

William H. Moffitt    Supervisor
Eric J. Erickson     Supervisor
Eugene P. Dalton     Supervisor
Gertrude Taber      Supervisor
John Morrow         Fire Warden

Paul E. Paige       Sheriff
Richard Begley     Parks & Rec. Director
William Lincoln   Road Commissioner
Cicero W. Gann     Road Dept. Shop Foreman
Roger McElligott  Special Districts Manager
Craig McDonald     Building & Grounds Superintendent
Lois Lewis         Welfare Dept. Director
Bruce Clayton      Assistant Civil Defense Director
Beverly Barrick    Supervisor
James Wagner       Operations Officer - CDF
(A) THE DONOR CERTIFIES THAT:

1. It is a public agency, or a non-profit 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(g) 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 on or promoting for the residents of a given political area one or more public purposes, or, if a non-profit 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, 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 403, of the Federal Property and Administrative Services Act of 1949, as amended, Section 103 of the Rehabilitation Act of 1973, as amended, and Section 103 of the Age Discrimination Act of 1975.

(B) THE DONOR 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, or the event the property is not so placed in use, or continued in use, the donor shall immediately notify the state agency, and at the donor'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 herein.

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 revert to the United States of America and upon demand the donor shall release such property to such person as GSA, in its discretion, shall direct.

(C) THE DONOR AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIFORM ACQUISITION COST OF $500 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT FOR 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 items of major equipment, listed herein, on which the state agency designates a further period of restriction.

3. In the event the property is not so used or handled 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 donor shall release such property to such person as the state agency shall direct.

(D) THE DONOR AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

1. From the date it receives the property listed herein and through the period of time the conditions imposed by (B) and (C) above remain in effect, the donor shall not sell, trade, lease, lend, bid, furnish, enter into agreements, or otherwise dispose of such property, or remove it permanently from the state, without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, transfer, endorsement, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donor to GSA or the state agency, as the case may be.

2. In the event any of the property listed herein is sold, traded, leased, loaned, bailed, financed, guaranteed, endorsed, or otherwise disposed of by the donor from the date it receives the property through the period of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donor shall, at the option of GSA or the state agency, 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 of time the conditions imposed by (B) and (C) remain in effect, any of the property listed herein is not in a condition suitable, usable, or further needed by the donor for the purpose(s) for which acquired, the donor shall promptly notify the state agency, and, as directed by the state agency, return the property to the state agency, release the property to another donor or another state agency or 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 donor to the state agency.

4. The donor shall make reports to the state agency on the use, condition, and location of the property listed herein, 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 donor may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (B) by payment of an amount as determined by the state agency.

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

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

2. Where the donor 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 uninsured terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donor out of the insurance proceeds, or an amount equal to the uninsured 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, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donor representative.
State Educational Agency for Surplus Property  
721 Capitol Mall  
Sacramento, California 95814  

RESOLUTION TRANSMITTAL  

In order that we can correctly interpret your intentions in completing the attached resolution, as well as information you have previously supplied to us, will you please make a check in the applicable space below and return this form to us with your completed resolution.

The attached resolution is intended to:

XX Rescind all previous resolutions

Delete the following persons previously authorized:

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