

**PLACER COUNTY
OFFICE OF EMERGENCY SERVICES**

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Thomas Miller, County Executive Officer
By Rui Cunha, Program Manager, Office of Emergency Services

DATE: December 9, 2008

SUBJECT: By resolution, authorize five designated County employees to acquire property for County use through the Federal Surplus Personal Property Program

ACTION REQUESTED

That the Board of Supervisors, by resolution, authorize five designated County employees to act on behalf of Placer County to acquire property available through the Federal Surplus Personal Property Program, and have the Chairman and Clerk of the Board sign the Eligibility Renewal Application documents.

BACKGROUND

The Federal Surplus Personal Property Program provides excess federal property such as vehicles, power generation equipment, emergency supplies, office equipment, etc. to other federal, state and local public agencies. Except for a minor processing fee, items are provided free of charge, but must be picked up, transported and maintained by Placer County. The County has had access to the Program in the past; however, program eligibility, good for only three years, has lapsed, and no property has been acquired since before the year 2000.

DISCUSSION

Participation in this program is coordinated by the California Department of General Services (DGS) Eligibility Coordinator. Available equipment is available for viewing and assessing on a website, which is a major improvement over physically visiting a warehouse as was the case in the past. However access to the program, as well as to the website, is strictly limited to five individuals per organization, i.e., Placer County, which must be designated by your Board. Having staffed the program with selected Departments, the five agencies that will comprise Placer County's five authorized agents are the Sheriff's Office (SO), the Departments of Public Works (DPW) and Facility Services (Fac Ser), the Office of Emergency Services (OES), and the Office of the County Executive.

The actual designated employees, by name, of the above listed departments and agencies are Jim Voyiatzes (SO), Robert Blaser (DPW), Valerie Bayne (Fac Ser), Rui Cunha (OES), and Michael Boyle (Assistant County Executive Officer). The names, titles, and e-mail addresses of these individuals will be included on the Eligibility Renewal Application which must be signed by the Board Chairman or the Clerk of the Board.

Michael J. Boyle, as an Assistant County Executive Officer, should also be authorized to sign two other forms, the *Assurance of Compliance with General Services Administration Regulations* and the *Certification Regarding Debarment* inasmuch as, per the Federal guidelines, these forms must be signed by "President/Chairman of the Board or comparable authorized official."

FISCAL IMPACT

There is no impact on the General Fund as a result of this action.

Attachments:

- Resolution
- Eligibility Renewal Application
- Assurance of Compliance with GSA Regulations
- Certification Regarding Debarment

Before the Board of Supervisors County of Placer, State of California

In the matter of: **A RESOLUTION DESIGNATING
FIVE COUNTY EMPLOYEES TO ACQUIRE
PROPERTY ON BEHALF OF THE COUNTY
THROUGH THE FEDERAL SURPLUS
PERSONAL PROPERTY PROGRAM**

Resol. No: _____

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held **December 9, 2008** by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:

Clerk of said Board _____

WHEREAS the Federal Surplus Personal Property Program provides excess federal property such as vehicles, power generation equipment, emergency supplies, office equipment, etc. to federal, state and local public agencies; and

WHEREAS Placer County has had access to the Program in the past, the County's program eligibility, good for only three years, has lapsed; and

WHEREAS access to the program as well as to its website to ascertain property availability is limited to five individuals who must be designated by name and title by the Board of Supervisors; and

WHEREAS employees Jim Voyiatzes (Sheriff's Office), Valerie Bayne (Department of Facility Services), Robert Blaser (Department of Public Works), Rui Cunha (Office of Emergency Services) and Michael J. Boyle (Assistant County Executive Officer) have been appointed to represent their agencies and Placer County in the program; and

WHEREAS two other forms, the *Assurance of Compliance with General Services Administration Regulations* and the *Certification Regarding Debarment* must be signed by the "Chairman of the Board or comparable authorized official," Michael J. Boyle is designated to sign these forms as the "Authorized Official."

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County of Placer that the employees whose names appear above are hereby authorized as representatives to acquire state or federal surplus property from the California State Agency for Surplus Property and to approve incidental fees under the Terms and Conditions listed on the attached Form201-A."

**ELIGIBILITY RENEWAL APPLICATION
 STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

A. Name of Organization County of Placer Telephone (530) 889-4010

Address 175 Fulweiler Avenue City Auburn County Placer Zip 95603

Fax Number (530) 889-4009 E-mail Address bos@placer.ca.gov

Organization is a PUBLIC GOVERNMENTAL AGENCY PRIVATE AGENCY/ORGANIZATION
 A. Conservation A. Homeless Program
 B. Economic Development B. Private Education - ADA
 C. Education - ADA C. Private Health
 D. Parks & Recreation D. Older Americans Act for Sr. Citizens
 E. Public Health E. Other, Explain _____
 F. Public Safety
 G. Other (includes library/museum) _____
 Number of Service Sites _____
 Total Number of Clients Served Each Day _____

RESOLUTION

B. IT IS RESOLVED by the Governing Board hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), signature(s) are listed below is (are) hereby authorized as our representative(s) to acquire state or federal surplus property from the California State Agency for Surplus Property and approve incidental fees under the Terms and Conditions listed on the reverse side of this form.

| NAME (Print or type) | TITLE | SIGNATURE | E-MAIL ADDRESS |
|------------------------|------------------------|--------------------|------------------------------|
| <u>James Voyiatzis</u> | <u>Dep Sheriff</u> | <u>[Signature]</u> | <u>voyiatz@placer.ca.gov</u> |
| <u>Rui Cunha</u> | <u>Prog Mgr, OBS</u> | <u>[Signature]</u> | <u>rcunha@placer.ca.gov</u> |
| <u>Robert Blaser</u> | <u>Asst Dir, DPW</u> | <u>[Signature]</u> | <u>rblaser@placer.ca.gov</u> |
| <u>Valerie Bayne</u> | <u>Sr ASO, Fac Ser</u> | <u>[Signature]</u> | <u>vbayne@placer.ca.gov</u> |
| <u>Michael Boyle</u> | <u>Asst CEO, CEO</u> | <u>[Signature]</u> | <u>mboyle@placer.ca.gov</u> |

*Note, all signatures must be in original form. No copied or stamped signature.

PASSED AND ADOPTED on _____ 20____ by the Governing Board of the _____

by the following vote: AYES _____ NOES _____ ABSENT _____ Clerk of the

subject Governing Board hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a meeting on _____ 20____ 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 Governing Board.

Signed by _____

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED BY _____ Printed Name and Title of Chief Administrative Officer:

Signature of Chief Administrative Officer _____ Date _____

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE# _____

FOR STATE SURPLUS AGENCY USE ONLY

Renewal Application Approved _____ Renewal Application Disapproved _____

Comments or Additional Information _____ 1138

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 purpose, 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 608, 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) This 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 other 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 anytime, 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.

1139

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS 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.

County of Placer, CA, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with 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 CFR 101-6.2) issued under the provision of 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, 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 the 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 that this agreement shall be subject in all respects to the provisions of said regulations: that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property: that the United States shall have the right to seek judicial enforcement of this agreement: and, 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.

Date _____ County of Placer, CA
Donee Organization

BY Michael J. Boyle, Asst. CEO
(President/Chairman of the Board
or comparable authorized official)

County Administrative Center

175 Fulweiler Avenue

Auburn, CA 95603

Donee Mailing Address

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 - for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Michael J. Boyle, Assistant County Executive Officer

SIGNATURE

DATE

1141

