



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Purchase of Federal Surplus Property from the California State Department of General Services, Agency for Surplus Property

MEETING DATE: June 17, 1992

PREPARED BY: Finance Director

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RECOMMENDED ACTION: That the City Council adopt the attached resolution authorizing the purchase of federal surplus property from the California State Department of General Services, Agency for Surplus Property.

BACKGROUND INFORMATION: As part of the ongoing effort to reduce the cost of City government, it is recommended that the City Council authorize the purchase of surplus federal equipment such as office desks, files, tables and chairs from the California State Agency for Surplus Property whenever possible and as needed to meet departments' requirements, thereby realizing substantial savings compared to purchase of new equipment.

It is further recommended that the City Council designate the Building and Equipment Maintenance Superintendent, the Purchasing Officer, and the Buyer for the City of Lodi as representatives authorized to acquire federal surplus property from the California State Agency for Surplus Property in accordance with the needs of the City and with the Terms and Conditions set forth by the Agency.

FUNDING : None required to implement this resolution.

  
H. Dixon Flynn, Finance Director

Prepared by Joel Harris, Purchasing Officer

APPROVED



THOMAS A. PETERSON  
City Manager



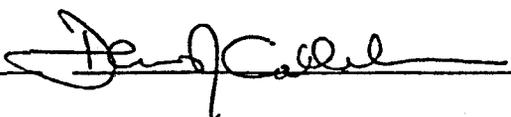
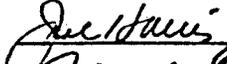
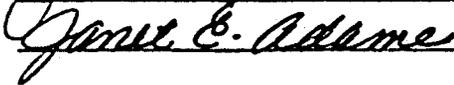
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Ca. State Dept. of General Services  
 Office of Surplus Property  
 1421 No. Market Blvd.  
 Sacramento, Ca. 95834

SP Form No. 202(2/87)

**RESOLUTION NO. 92-104**

"**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
A.	Dennis Callahan	Building & Maintenance Superintendent	
	Joel Harris	Purchasing Officer	
	Janet Adame	Buyer	

B. PASSED AND ADOPTED this 17<sup>th</sup> day of June, 1992, by the Governing Board of the City of Lodi, California  
 by the following vote: Ayes: \_\_\_\_\_ :Noes: \_\_\_\_\_ :Absent: \_\_\_\_\_

I. Alice M. REimche City of Lodi, Clerk of the ~~Governing Board~~ City Council do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the ~~Board~~ City Council at a regular 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.

City of Lodi  
 Name of organization  
P.O. Box 3006  
 Mailing address  
Lodi San Joaquin 95241-1910 (Signed)  
 City County ZIP code ALICE M. REIMCHE, CITY CLERK

OR

C. AUTHORIZED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by:

\_\_\_\_\_  
 Name of chief administrative officer Title  
 \_\_\_\_\_  
 Name of organization  
 \_\_\_\_\_  
 Mailing address  
 \_\_\_\_\_  
 (Signed)  
 \_\_\_\_\_  
 City County Zip code

NOTE: IF YOU HAVE A GOVERNING BOARD, SECTIONS "A" AND "B" SHOULD BE COMPLETED.  
 IF YOU DO NOT HAVE A GOVERNING BOARD, SECTIONS "A" AND "C" SHOULD BE COMPLETED.

## 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 an expired term, 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.

CITY COUNCIL

JAMES W. PINKERTON, Mayor  
PHILLIP A PENNINO  
Mayor Pro Tempore  
DAVID M. HINCHMAN  
JACK A. SIEGLOCK  
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

Jur. 19, 1992

California State Department of General Services  
Office of Surplus Property  
1421 N. Market Blvd.  
Sacramento, CA 95834

Gentlemen:

Enclosed herewith please find certified copy of Resolution No. 92-104 adapted by the Lodi City Council at its regular meeting of June 17, 1992 authorizing the purchase of federal surplus property from the California State Department of General Services, Agency for Surplus Property.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

*Alice M. Reimche*

Alice M. Reimche  
City Clerk

AMR/jmp

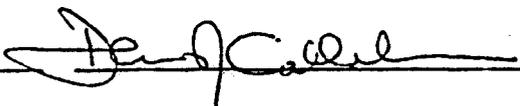
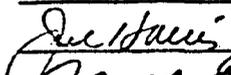
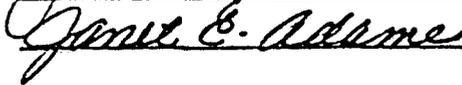
bc: Dixon Flynn, Finance Director  
Dennis Callahan, Building & Maintenance Supt.  
Joel Harris, Purchasing Officer

Ca. State Dept. of General Services  
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RESOLUTION NO. '92-104

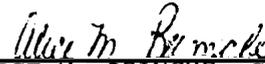
"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our 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
A.	Dennis Callahan	Building & Maintenance Superintendent	
	Joel Harris	Purchasing Officer	
	Janet Adame	Buyer	

B PASSED AND ADOPTED this 17<sup>th</sup> day of June, 1992, by the Governing Board of  
the City of Lodi, California  
by the following vote: Aye: 4; Noes:     ; Absent: 1

I, Alice M. REimche City     , Clerk of the ~~Governing Board of~~  
City of Lodi ~~City Council~~ do hereby certify that the foregoing is a full, true, and  
correct copy of a resolution adopted by the Board at a regular 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

City of Lodi  
Name of organization  
P.O. Box 3006  
Mailing address  
Lodi San Joaquin 95241-1910  
City County ZIP code

(Signed)   
ALICE M. REIMCHE, CITY CLERK

OR

C. AUTHORIZED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by:

\_\_\_\_\_  
Name of chief administrative officer Title  
\_\_\_\_\_  
Name of organization  
\_\_\_\_\_  
Mailing address  
\_\_\_\_\_  
City County Zip code (Signed)

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(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.

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(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 its authorized donee representative.