

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AUTHORIZING NAPA COUNTY AIRPORT TO  
ACQUIRE SURPLUS PROPERTY THROUGH THE AUSPICES OF THE  
CALIFORNIA STATE AGENCY FOR SURPLUS PROPERTY**

**WHEREAS**, the State of California, Department of General Services, Office of Fleet and Asset Management is currently accepting applications for the State & Federal Surplus Property Program; and

**WHEREAS**, the State of California, Department of General Services, Office of Fleet and Asset Management requires the Governing Board to adopt a resolution authorizing specific official(s) and/or employee(s) to represent the County; and

**WHEREAS**, Napa County is considered a public agency or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA); and

**WHEREAS**, Napa County Airport is a division of Napa County Public Works and eligible to receive federal, state, and local government surplus property; and

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows 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 surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form, so long as all applicable County policies are followed and authorization shall not exceed allowable spending limits:

Name:	Title:	Signature:	Email:
<u>Mark Witsoe</u>	<u>Airport Manager</u>	_____	<u><a href="mailto:Mark.Witsoe@countyofnapa.org">Mark.Witsoe@countyofnapa.org</a></u>
<u>Katherine Bales</u>	<u>Assistant Airport Manager</u>	_____	<u><a href="mailto:katherine.bales@countyofnapa.org">katherine.bales@countyofnapa.org</a></u>
<u>Jeff Oster</u>	<u>Fleet Manager</u>	_____	<u><a href="mailto:jeffrey.oster@countyofnapa.org">jeffrey.oster@countyofnapa.org</a></u>
_____	_____	_____	_____

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_  
 \_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_  
 \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_  
 \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Wendy M. Dau</u>          Deputy County Counsel</p> <p>Date: <u>8/22/2023</u></p>	<p>APPROVED BY THE          NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A  
SASP Form 202

EXHIBIT B  
TERMS AND CONDITIONS

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included  
On Agency Issued or Distribution Documents**

**The Donee Certifies That:**

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not 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 CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

**The Donee Agrees to the Following Federal Conditions:**

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 8) In the event the Donee does not use the property as required by *Sections C (1) and (2)* below, at the option of the GSA, title and right to the possession of such property shall 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.

**B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:**

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was 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 it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by *Sections C (1) and (2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

**C) The Donee Agrees to the Following Terms, Reservations and Restrictions:**

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) 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 of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.

- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

**D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:**

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

**E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.**

**SIGNATURE :** \_\_\_\_\_ **DATE :** \_\_\_\_\_