



Governor Edmund G. Brown Jr.

PUBLIC COMPUTER CENTER ELIGIBILITY APPLICATION

A. Name of the Organization _____ Telephone _____
 Physical Address _____ City _____ Zip _____
 Fax Number _____ E-mail Address _____
 Number of Service Sites _____ Total Number of Clients Served Each Day: _____

1. Are the applicant's services available to the public at large? _____
 If only a specified group of people is served, please indicate who comprises this group.

REPRESENTATIVES

"The 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 or listed on this form."

NAME (Print or type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. *Note: All signatures must be in original form. No copied or stamped signatures.

3. Checklist of signed and completed documents submitted with this application:
 Proof of partnership with a school district (School Board Resolution)
 Narrative of the program which includes information on facilities, hours of operation, services provided, and qualifications of staff.
 Non-Profit 501(c)(3) Documentation

**SB 493 Public Computer Center
 Terms and Conditions**

A) The Public Computer Center (PCC) Certifies That:

- 1) It is an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986.
- 2) The property is needed for and will be used by the recipient to operate a PCC to help bridge the digital divide as described in subdivision (d) of Section 709 of the Public Utilities Code. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State.
- 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.

B) The PCC Agrees to the Following Conditions:

- 1) All items of computer property shall be placed in use for the purpose(s) for which it was acquired pursuant to Public Contract Code 10389.2, within one year of acquisition, and shall be placed in continuous use for one year from the date the property was put into use. In the event the PCC does not place the property in use, or continuous use, the PCC shall immediately notify the California State Agency for Surplus Property (CSASP), and, at the PCC's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 2) In the event the PCC does not use the property as required by Sections B (1) above, at the option of the CSASP, title and right to the possession of such property shall revert to the State of California and, upon demand, the PCC shall release such property to such person as the CSASP shall direct.

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

- 1) From the date it receives the property and throughout the time period(s) imposed by Section B remain in effect, the PCC 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. If the PCC takes action in ignoring or disregarding the foregoing restrictions after the date the PCC received the property, at the option of the CSASP, the PCC shall pay to 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 CSASP.
- 2) If at any time, from the date the PCC receives the property throughout the time period established in Section B, the PCC 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 PCC shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another eligible PCC or another state agency, or otherwise dispose of the property in an environmentally friendly manner.

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

- 1) The property acquired by the PCC is on an "As Is," "where is" basis, without warranty of any kind.

By signing this agreement, the undersigned acknowledges that the above Terms and Conditions have been read and understood:

Printed Name and Title of Administrator or Director: _____

Date: _____ Signature of Administrator or Director: _____