

**WRIGHTWOOD  
COMMUNITY  
SERVICES DISTRICT**

**APRIL 30, 2019**

**SPECIAL  
BOARD MEETING**



# WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397

## Notice

Special Meeting of the Board of Directors  
Tuesday, April 30, 2019-6:30 pm  
Wrightwood Community Building  
1275 State Highway 2, Wrightwood, CA

## Agenda

### 6:30 PM – Call to Order

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Public Comments: *Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought to participate in the above-agenized public meeting, should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2017-1 adopted by the Board on July 1, 2017, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
5. 100-Mile Ultramarathon Foot Race Variance: Discussion and Possible Action
6. Wrightwood Fire Safe Council Monthly Meeting Variance: Discussion and Possible Action
7. Wrightwood Fire Safe Council Winter Traffic Meeting Variance: Discussion and Possible Action.
8. Wrightwood Blues Society Hall of Fame Update: Discussion and Possible Action
9. Snowline Joint Unified School District Emergency Use Mutual Response Agreement: Discussion and Possible Action
10. Resolution No. 2019-06 Establishing Policies and Procedures for the Disposal of Surplus District Property: Discussion and Possible Action
11. Recess to Closed Session  
Public Employee Performance Evaluation  
(Government Code Section 54957)  
Title: General Manager
12. Return to Open Session: Announcement of any Reportable Closed Session Actions
13. Directors Comments
14. Future Board Meeting and Agenda Items – May 7, 2019
15. Adjournment

### Wrightwood Community Services District

#### THE VISION

To empower our community to have local control by serving as a platform for community discussion, cohesion and action in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering.

To promote and grow a vibrant parks and recreation department for our community.

To maintain and enhance our current infrastructure

To economize our solid waste process and maximize our efficiency in executing them

To protect our natural resources through evaluating community wastewater needs

To meet all these ends in a fiscally responsible manner

### Wrightwood Community Services District

#### The Mission

To provide local governance in the areas of parks and recreation, street lighting, solid waste and recycling and waste water planning and engineering in a fiscally responsible manner.

# ITEM 5

## 100-MILE ULTRAMARATHON FOOT RACE VARIANCE REQUEST

### DISCUSSION AND POSSIBLE ACTION



## STAFF REPORT

Staff has met with Katie Grossman to discuss how the event and our District will work together to assure mutual understanding of procedures. One adjustment from past events is that on Friday the Wrightwood Co-op will be using the building, and in the past the 100-mile event used the inside for registration and storage of runner's gear that will be picked up by Mountain High. In order to accommodate both entities, the 100-mile registration will use the Gazebo in Vivian Null Park. In the past the organization was granted the local resident rate by the County and our District last year.

Fiscal Impact: 23 hrs @ \$17.00 = \$391.00  
                  23 hrs @ \$13.50 = \$310.00  
  \$ 81.00 cost to the District

Thank You  
Al Morrissette

**WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

PO Box 218, Wrightwood, CA 92397

760-249-3205

- Wrightwood Community Building, 1275 State Hwy. 2, Wrightwood, CA 92397
- Old Firehouse / Museum, 6000 Cedar Street, Wrightwood, CA 92397
- Parks / Parking Lots, 1275 State Hwy. 2, Wrightwood, CA 92397

APPLICANT INFORMATION				
Name: <i>Katie Grossman</i>		Phone: <i>310-866-0718</i>		
Mailing Address: <i>PO Box 195</i>		City: <i>Wrightwood, CA</i>	Zip: <i>92397</i>	
Organization Name: <i>Angeles Crest 100 Mile Endurance Run</i>		Email: <i>heykdgrossman@icloud.com</i>		
DATE AND TIME REQUESTED (Must include set-up and cleanup time)				
Month: <i>AUGUST</i>	Day:	Year:	Start Time: <i>- 12:00 pm</i>	End Time: <i>- 6:00 AM</i>
Recurring Dates:				
EVENT DETAILS				
Type of Event: <i>100 mile ultramarathon footrace -</i>				
Estimated Attendance:		Will food be served? Yes <input checked="" type="checkbox"/> No		
Will alcohol be served? Yes No <input checked="" type="checkbox"/>	Will alcohol be sold? Yes No <input checked="" type="checkbox"/>	Permit #:		
DECORATIONS (Nothing can be used that will leave marks, residue, or holes)				
Type of decorations to be used: <i>NONE</i>				
KITCHEN REQUEST	P.A SYSTEM REQUEST	STORAGE (If Available)		
Will you be using the kitchen?  Storage Full Use <input checked="" type="checkbox"/> No	Will you be using the P.A. System?  Yes <input checked="" type="checkbox"/> No	Do you require storage?  Yes No <input checked="" type="checkbox"/>		

**I have read and understand the Renter's Responsibility & Acknowledgement on the page 1 of the application.**

*Kd Grossman*  
Signature

\_\_\_\_\_ Date

For Office Use Only			
Received by:		Date Received:	
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Already On File	Deposit Paid: \$	Check #:
Date Insurance Expires:			
<input type="checkbox"/> Alcohol Policy Received	<input type="checkbox"/> Not Required	# of Hours: x \$	\$
<input type="checkbox"/> Event added to Calendar		Kitchen Fee: \$	
<input type="checkbox"/> Calendar given to Parks staff		Total Fees Due: \$	

Please read each item and initial next to it showing that you understand.

Kg **RESERVATIONS:** Telephone inquiries are not binding and do not constitute a reservation. A reservation for the event will be booked only when all fees have been paid in full and all other required documents (Rental Application, Security Deposit, and evidence of Liability Insurance) are received by Wrightwood CSD.

Kg **TIME RESERVED TO COVER ENTIRE USE:** The hours shown on the application will cover the entire time required for the renter to set-up, decorate, conduct the activity, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in overtime charges at one and one-half time of the staff's hourly rate plus the hourly rental rate of the facility.

Kg **CANCELLATION POLICY:** Renter must submit written notice of cancellation at least ten (10) days prior to the cancellation of any dates covered by the rental agreement. Fees for uses cancelled thirty (30) or more days in advance will be refunded in full; 10-29 days, refunded less 30%; less than 10 days there will be no refund. No shows will be charged the full rental amount, with no refunds.

Kg **INSURANCE REQUIREMENTS:** The applicant shall provide and maintain General Liability Insurance and the coverage shall be in the amount of \$1 (one) million dollars for bodily injury, personal injury and property damage, the Wrightwood CSD must be named as the insured. If alcoholic beverages are served, Liquor Liability Insurance in the amount of \$1 (one) million dollars for bodily injury and property damage will be required in addition to the General Liability Policy. General Liability and Liquor Liability Insurance shall be endorsed naming the Wrightwood CSD; its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled, or changed except after thirty (30) days written notice has been given to the Wrightwood CSD. Use of the facility will be denied if satisfactory proof of the required insurance is not received in a timely manner (at least 2 weeks) prior to the event.

Kg **DECORATIONS:** Any decorating, covering or changes to the facilities must be discussed at the time of the rental application and put in writing as part of the permit. The use of the following decorating materials and equipment are prohibited: cellophane, duct or adhesive tape, nails, staples, screws, loose glitter, birdseed, sand, confetti, bubbles, bubble machines and fog machines. Use of these items will result in the loss of the security deposit. Masking tape, if used, must be removed following the event. No materials may be attached to ceiling tiles or ceiling grids. The relocation of Community Building furnishings and equipment, other than tables and chairs provided for the rental is not permitted. **Bounce houses are not permitted under any circumstances.**

Kg **CLEANING:** Clean-up of the facility is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. Failure to do so may result in the forfeiture of the security deposit.

Kg **MINOR CHILDREN:** For safety reasons, no children under 18 years of age will be allowed in the kitchen area without adult supervision. For children's events the Wrightwood CSD requires an adult to child ratio of 1:6.

Kg **KEY AND ALARM CODE:** If renter is provided with a key and/or alarm code, renter must not share the keys or codes. Renter is responsible for locking up and setting alarm (if needed). No Subletting allowed.

Kg **WRIGHTWOOD CSD:** reserves the right to cancel any rental or use of the Community Centers without notice wherein previous incidents have resulted in damage, or misuse of the facilities or equipment including the outside grounds, and park areas.

Kg **SPECIAL EVENTS:** Any event that requires additional Wrightwood CSD staff time, additional facilities or county permits and compliance with county event requirements (i.e. ratio of porta potty's to persons) may incur additional costs.

**RELEASE AND HOLD HARMLESS AGREEMENT  
FOR THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

The undersigned, Katie Grossman, on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasers"), does hereby release, acquit, and forever discharge the WRIGHTWOOD COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasers now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damage, and monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of Wrightwood Community Building ("the Premises") for the period beginning on 12:00 PM and ending on 6:00 AM for the purpose of the Angeles Crest 100 Mile Endurance Run ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without any representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event, the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and releases the District and the Releasees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Katie Grossman  
Signature \_\_\_\_\_

\_\_\_\_\_  
Date

## REQUEST FOR FACILITY RATE VARIANCE

A request for Facility Rate Variance must directly provide a public benefit to the Wrightwood Community Services District to avoid being a 'Gift of Public Funds'. Please provide your fund variance explanation and attach any support material to this form. The Wrightwood Community Services District Board of Directors will discuss and act upon your request at their next Regular Public Board Meeting. Short-term request is for singular dates or multiple dates that are consecutive. Long-term request is for multiple dates that may term within 1 year, such as a monthly meeting on a specific day of a week each month.

ORGANIZATION: Angeles Crest 100 Mile Endurance Run  
CONTACT: Katie Grossman (Assistant Race Director)  
ADDRESS: PO Box 195, Wrightwood, CA 92397  
CONTACT PHONE NUMBER: 310-866-0718  
CONTACT EMAIL: heykdgrossman@icloud.com

### VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: Wrightwood Resident Rate  
DATE/DATES TO BE CONSIDERED: August 1,2,3 2019 + future race dates (once annually)  
EXPLANATION: I, Katie Grossman, a Wrightwood resident (5411 Acorn Drive) have taken over coordination

efforts for the race at the starting location of Wrightwood. The race brings great business to the local hotels, restaurants and shops, with 500+ visitors (200 runners + family, crews + friends) who stay in town Thursday - Saturday, with many returning on Sunday as well. The Community Building serves as a place to gather before the race, rather than sell anything to our community - so this event is truly something that gives much more to Wrightwood than it takes.



# ITEM 6

## WRIGHTWOOD FIRE SAFE COUNCIL MONTHLY MEETING VARIANCE REQUEST

## DISCUSSION AND POSSIBLE ACTION



## STAFF REPORT

The Wrightwood Fire Safe Council has been using the Old Fire House for its monthly meetings. Last year the Board granted the Variance and the council is asking for a renewal.

The WFSC provides through these meetings a forum for several Federal Forest, CalFire, County Fire and other agencies to stay in line with Wrightwood needs. The Council also provides the community with an annual Wild Fire and Disaster preparedness event, plus an annual Pine Needle and Green Waste week long event. Last year our District co-hosted the Pine Needle and Green Waste event and established a second event in September for Pine Needle Clean up. Our joint sponsored events this year will be: Pine Needle and Green Waste, June 1-8 and Pine Needle Clean up, September 6&7.

Fiscal impact: District cost \$26.00 per month x 11= \$286.00 annual

## REQUEST FOR FACILITY RATE VARIANCE

The District is prohibited by Article XVI, Section 6, of the California Constitution from “making any gift, or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever...” As a result, any reduction in the District’s standard facility usage rates that may be for such cost variance should be tied to a valid public purpose that benefits the District. Specifically, eligibility for a facility rate variance is limited to only those applicants that are engaging in uses related to the particular public duties and functions that the District is empowered to perform within its jurisdictional boundaries pursuant to Government Code Section 6100 et seq. as expressly authorized by the San Bernardino County Local Agency Formation Commission. Therefore, please describe in the “Explanation” section below the following: (1) the nexus between the cost reduction requested from the District and the corresponding benefit that would be received by the Public and (2) how such benefit falls within the scope of the District’s authorized public purpose – i.e., Street lighting, park and recreation, solid waste and recycling, and wastewater. Please feel free to attach supporting material’s that you believe would be relevant. Though not required, you may want to attend the Board meeting to answer questions.

ORGANIZATION: Wrightwood Fire Safe Council

CONTACT: John Aziz

ADDRESS: PO Box 3100, Wrightwood CA 92397

CONTACT PHONE NUMBER: 760 249-3249

CONTACT EMAIL: John@wrightwoodcalif.com

### VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: Fees waived Old Fire Station

DATE/DATES TO BE CONSIDERED: 3<sup>rd</sup> Tues 5pm-9pm monthly

EXPLANATION: The WFSC is public benefit, community-based and independent organization established in 2003 and has been a non-profit 501(c)(3) since Jan 2005.

The purpose of the Wrightwood Fire Safe Council is to provide information, education, and resources to the community and serve as a liaison between community members, agencies and authorities to mitigate the threat and severity of wildfire. The primary objective is to make the community less vulnerable to catastrophic wildfire.

# ITEM 7

## WRIGHTWOOD FIRE SAFE COUNCIL WINTER TRAFFIC MEETING VARIANCE REQUEST

### DISCUSSION AND POSSIBLE ACTION



## STAFF REPORT

The Winter Traffic Meeting has been essential to organizing mutual aid and understanding the abilities and limitations of each agency involved. The meeting members review the previous year activities both the successful and the challenges so that they can establish the upcoming snow play days joint efforts. President Zuber has co-hosted the meeting as our representative with Mountain High and the Fire Safe Council. The meeting is attended by approximately 40-50 members of various state and local LA County and SB County government agencies, also the WCSD, WFSC and CR&R being the community representatives.

This last winter snow season the WFSC helped with communications, CR&R provided 6 large dumpsters at various locations along Hwy2 and the WCSD provided Park Facilities for snow play, picnics and 6 port a potty.

Fiscal impact: District cost: \$27.00

## REQUEST FOR FACILITY RATE VARIANCE

The District is prohibited by Article XVI, Section 6, of the California Constitution from “making any gift, or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever...” As a result, any reduction in the District’s standard facility usage rates that may be for such cost variance should be tied to a valid public purpose that benefits the District. Specifically, eligibility for a facility rate variance is limited to only those applicants that are engaging in uses related to the particular public duties and functions that the District is empowered to perform within its jurisdictional boundaries pursuant to Government Code Section 6100 et seq. as expressly authorized by the San Bernardino County Local Agency Formation Commission. Therefore, please describe in the “Explanation” section below the following: (1) the nexus between the cost reduction requested from the District and the corresponding benefit that would be received by the Public and (2) how such benefit falls within the scope of the District’s authorized public purpose – i.e., Street lighting, park and recreation, solid waste and recycling, and wastewater. Please feel free to attach and supporting material’s that you believe would be relevant. Though not required, you may want to attend the Board meeting to answer questions.

ORGANIZATION: Wrightwood Fire Safe Council

CONTACT: John Aziz

ADDRESS: PO Box 3100, Wrightwood CA 92397

CONTACT PHONE NUMBER: 760 249-3249

CONTACT EMAIL: John@wrightwoodcalif.com

### VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: Fees waived Community Building

DATE/DATES TO BE CONSIDERED: TBD Nov 2019 Winter Traffic Meeting

EXPLANATION: The WFSC is public benefit, community-based and independent organization established in 2003 and has been a non-profit 501(c)(3) since Jan 2005.

The purpose of the Wrightwood Fire Safe Council is to provide information, education, and resources to the community and serve as a liaison between community members, agencies and authorities to mitigate the threat and severity of wildfire. The primary objective is to make the community less vulnerable to catastrophic wildfire.

# ITEM 8

## WRIGHTWOOD BLUES SOCIETY HALL OF FAME UPDATE

### DISCUSSION AND POSSIBLE ACTION



## STAFF REPORT

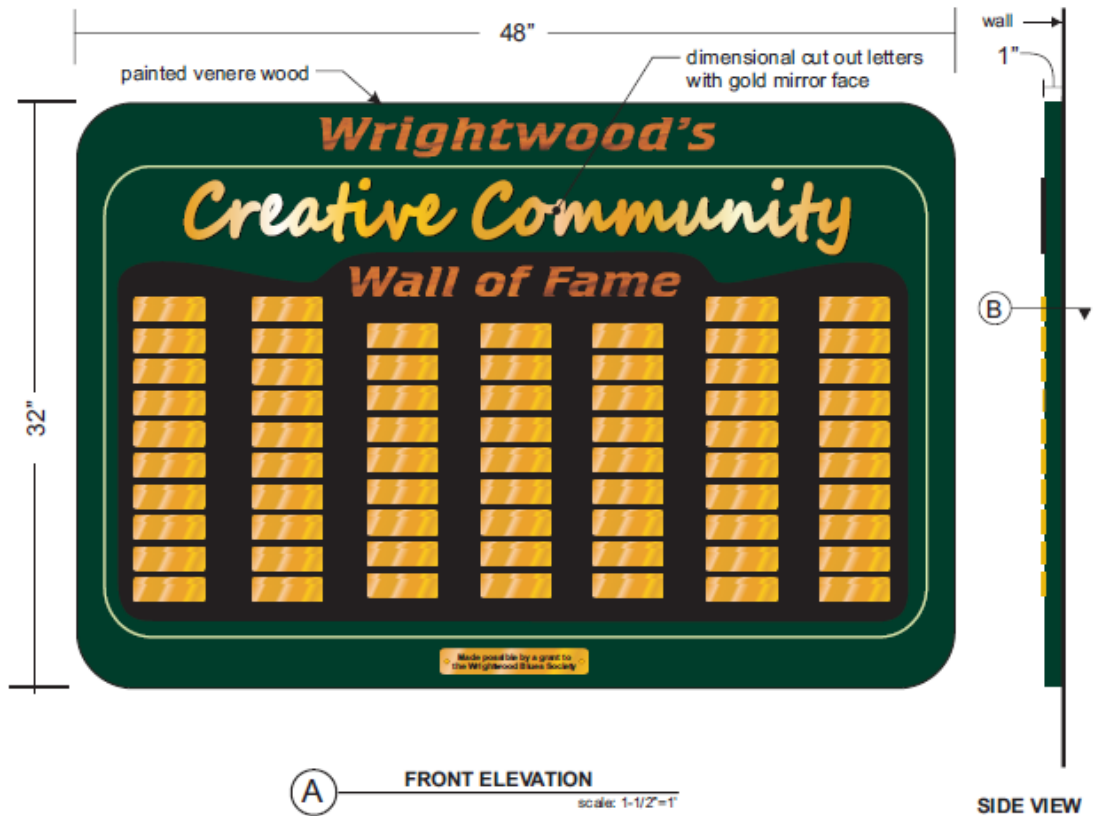
The Board previously approved the Wrightwood Blues Society to install and maintain a Hall of Fame display using the west wall area of the community building. The agreement would be renewable each year. This rendition of that display is a wall mounted 48"x32" painted wood design.

Staff has no concerns of the display, its features or the mounting location.

Fiscal impact: no known cost

Thank You  
Al Morrissette

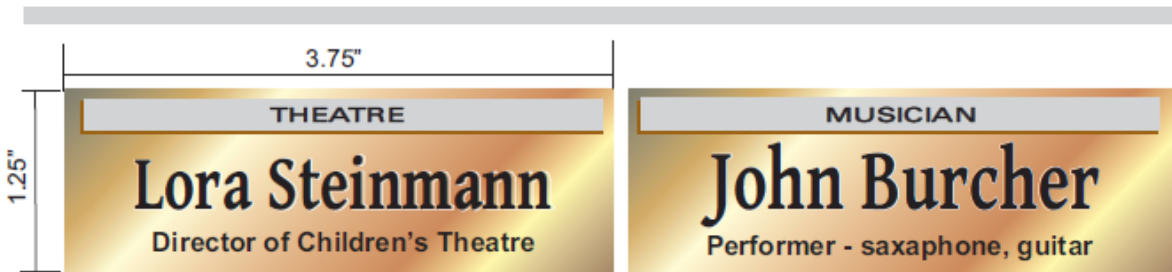




**(A) FRONT ELEVATION**  
 scale: 1-1/2"=1'

**(B) SIDE VIEW**

67 individual plaques on wall mounted backing.  
 Designed to accommodate additional future artist.



**(B) ENGRAVED PLAQUES**  
 actual size

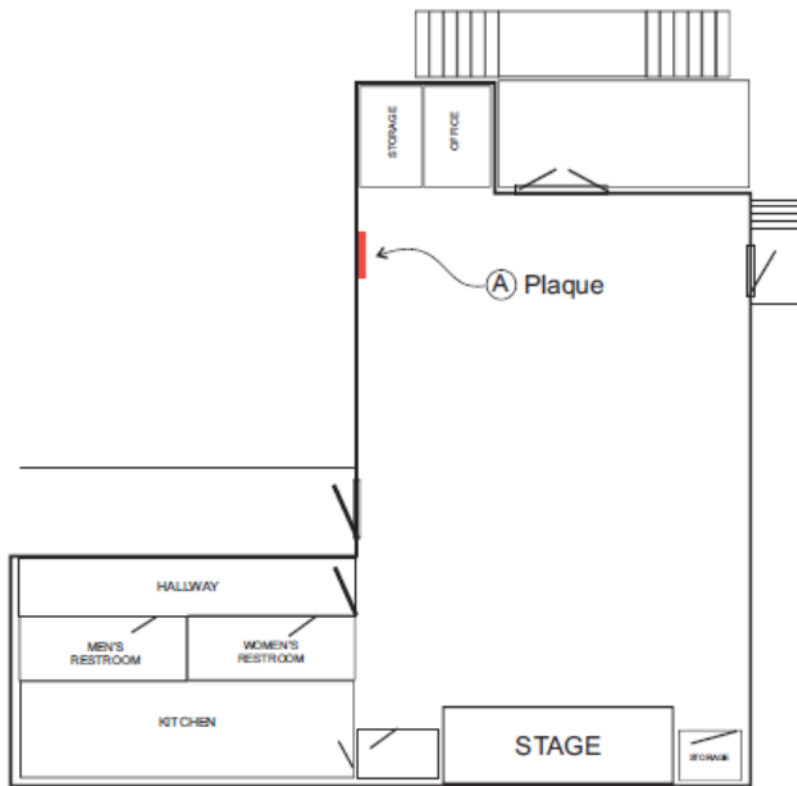
1st. INDUCTEES on June 27th

- Categories:
- VISUAL ARTIST
  - MUSICIAN
  - LITERATURE
  - THEATRE
  - DANCE
  - PHOTOGRAPHY



customer	the Wrightwood Blues Society	phone	
job site address	Wrightwood Community Building	date	03.18.2019 04.15.2019
address	Highway 2	scale	as noted
city	Wrightwood, CA	sheet	1 of 2

← ALLEYWAY →



**PLAN VIEW**

Interior of Wrightwood Community Building scale: NTS  
N/W wall / location for plaque

# ITEM 9

## SNOWLINE JOINT UNIFIED SCHOOL DISTRICT EMERGENCY USE Mutual Response Agreement

### DISCUSSION AND POSSIBLE ACTION



## STAFF REPORT

Approximately a year ago Wrightwood Elementary Principal John Garner and I discussed that if his school was in a situation requiring immediate evacuation that his Evacuation Team could bring the students to the Community Building until parents or guardians, were able to pick up the students.

Mr. Garner sent me a written agreement from Superintendent Ryan Holman and after review our Board asked me to work with Mr. Garner on an agreement that was detailed. I took an agreement already in place by some water district and edited it to fit our mutual purpose.

We both agreed on all the changes you see in blue to be included and those strike thru to be omitted. We bring this to the Board to see the edited version and also to discuss ARTICLE VII. COST- REIMBURSEMENT. Since Snowline does not charge us for a percentage of the cost of the use of the playing fields as park space, should we extend the same courtesy to Snowline?

Thank You  
Al Morrissette

**Mutual Response Agreement**  
~~Los Angeles County Water Agency Mutual Assistance Agreement~~  
**THE SNOWLINE JOINT UNIFIED SCHOOL DISTRICT**  
**AND THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

This AGREEMENT is made and entered into by the signatories to this Agreement, as listed on Exhibit A hereto, which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis as specified herein.

~~Said water utilities are individually referred to herein as a "Member Utility" and all of said water utilities are referred to herein collectively as "the parties."~~

This agreement is between Snowline Joint Unified School District, herein referred as "SJUSD" and the Wrightwood Community Services District "WCSD", collectively referred as "Members". In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

**ARTICLE I.**  
**PURPOSE**

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of an emergency's impact, the parties hereby establish ~~an a~~ ~~Intrastate~~ program between the SJUSD Wrightwood Elementary School and WCSD Program for Mutual Aid, Response and Assistance. Through this Mutual Aid, Response and Assistance Program (the "Program"), Members coordinate response activities and share resources during emergencies and assist during local emergencies or planned or unplanned outages, as defined herein. This Agreement sets forth the procedures and standards for the administration of the Program among the parties.

**ARTICLE II.**  
**DEFINITIONS**

- A. **Authorized Official** – An employee or officer of a Member ~~Utility~~ who is authorized to:
1. Request assistance;
  2. Offer assistance;
  3. Refuse to offer assistance or
  4. Withdraw assistance under this agreement.
- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member ~~Utility's system district/school~~, loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous materials, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Member ~~Utility~~ and requires mutual assistance.

( "I think Section C is redundant of Section A, and can be eliminated" -AI.)

- ~~C. **Members or Member Utilities**—Any public or private water utility that manifests intent to participate in the Program by executing this Agreement.~~
- ~~1. **Associate Member**—Any non-utility participant, approved by the Committee defined in Article III below, that provides a support role for the Program.~~
  - ~~2. **Requesting Member**—A Member Utility who requests aid or assistance under the Program.~~
  - ~~3. **Responding Member**—A Member Utility that responds to a request for aid or assistance under the Program.~~
  - ~~4. **Non-Responding Member**—A Member Utility or Associate Member that does not provide aid or assistance during a Period of Assistance under the Program.~~
- D. **Confidential Information** - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the **system program's** vulnerabilities of ~~a Member Utility or Associate Member.~~ **either Member.**
- E. **Period of Assistance** – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies ~~depart from~~ **are utilized at the** Responding Member's facility and ends when the resources ~~and/or return to their facility is no longer needed (portal to portal).~~ All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined, or during an Outage, as defined herein.
- F. **National Incident Management System (NIMS)** - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- G. **Standardized Emergency Management System (SEMS)** - A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
- H. **Outage** – A period of time where a Member's ~~water supply operations are~~ **is** interrupted to the extent that the interruption jeopardizes the health and safety of the Member's ~~customers participants.~~

### **ARTICLE III. ADMINISTRATION**

The Program shall be administered through the ~~Public Water Agencies Group Emergency Preparedness~~ Member's authorized officials ~~Coordinator (the "Coordinator") and the Emergency Preparedness Coordinator Administrative Committee (the "Committee").~~

The purpose of the ~~Committee~~ authorized officials is to provide local coordination of the Program before, during, and after an Emergency or Outage. The authorized officials shall meet as frequently as necessary, but at least quarterly, to address Program issues and review emergency preparedness and response procedures. ~~The Committee will be made up of at least five (5) representatives selected from among the Member Utilities. The Committee members shall work with the Coordinator to plan and coordinate emergency planning and response activities for the Program, and shall ensure that all Member Utilities are informed of such activities and have the opportunity to participate in all related planning and training activities.~~

### **ARTICLE IV. PROCEDURES**

A. In coordination with the ~~Committee~~ Members, emergency management and public health systems of the state, the Committee and Coordinator shall develop operational and planning procedures for the Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and this Agreement. These procedures shall be reviewed at least annually and updated as needed by the ~~Committee and Coordinator~~ authorized officials.

~~B. Requests for emergency assistance or assistance with any Outage under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.~~

### **ARTICLE V. REQUESTS FOR ASSISTANCE**

In general, assistance will be in the form of resources, such as equipment, ~~supplemental water~~ supplies, ~~other supplies~~, and personnel. Assistance shall be given only when a Responding Member determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

A. **Responsibility-** Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access and maintain resource information that may be available ~~from the utility~~ for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, and be promptly provided to the ~~Coordinator~~ the other Member.

B. **Member Request-** In the event of an Emergency or Outage (planned or unplanned), a Member's Authorized Official may request mutual aid and assistance ~~from a participating Member~~. Requests for assistance can be made orally or in writing. When made orally, the

request for personnel, equipment, ~~supplemental water supplies~~ and ~~other~~ supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures to be established by the ~~Committee Members~~ pursuant to Article IV hereof.

- C. **Response to a Request for Assistance** – Members are not obligated to respond to a Requesting Member’s request. After a Member receives a request for assistance, that Member’s Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, that Member’s Authorized Representative shall inform, as soon as possible, the Requesting Member whether that Member will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources ~~and the approximate arrival~~ time of such assistance. If a Member determines it cannot respond to a request for assistance, that Member shall not be responsible for any consequences associated with its failure to respond.
- D. **Discretion of Responding Member’s Authorized Official** – Execution of this Agreement does not create any duty for a Member to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member’s decisions on the availability of resources shall be final.

## **ARTICLE VI. RESPONSE COORDINATION**

When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

- A. **Personnel**- Responding Member retains the right to identify the specific employees to be provided to a Requesting Member and the resources that are available.
- B. **Control** – While employees so provided may be under the supervision of the Responding Member, the Responding Member’s employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member’s Authorized Official shall coordinate response activities with the designated supervisor of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for ~~up to 72 hours~~ duration of the event. The Responding Member’s designated supervisor(s) must keep accurate records of work performed by Responding Member’s personnel during the specified Period of Assistance.
- C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food and shelter for ~~any Responding Member~~ personnel or ~~participants~~. ~~If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member’s designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the state per diem rates for that area. To the extent food and shelter costs exceed the state per diem rates for the area, the~~ The Responding Member



must demonstrate that the ~~additional~~ accrued costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated ~~with providing food and shelter, if such resources are not provided.~~

- D. ~~**Communication**— (“I think this is covered in Article V Section B” -AI) The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.~~
- E. **Status** - Unless otherwise provided by law, the Responding Member’s officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions; and shall remain officers and employees, as applicable, of the Responding Member.
- F. ~~**Licenses and Permits**— To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.~~
- G. **Right to Withdraw Resources** - The Responding Member’s Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member’s sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member’s Authorized Official as soon as is practicable under the circumstances.

**ARTICLE VII.**  
**COST- REIMBURSEMENT SECTION IN QUESTION**

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member(s) will make such employees as are willing to participate available to Requesting Member at Requesting Member’s expense equal to any Responding Member’s full cost, i.e., equal to the employee’s applicable salary or hourly wage, plus fringe benefits and overhead, and consistent with Responding Member’s collective bargaining agreements, if applicable, or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, such as ~~construction equipment, vehicles, tools, pumps and generators, kitchen, tables and chairs~~ shall be at a Responding Member’s current equipment rate and subject to the following conditions: The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, ~~repair and/or replacement cost all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment~~ and. All equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances.
  - (a) At the option of Responding Member, equipment may be provided with an operator.

(b) Equipment shall be returned to Responding Member within 24 hours after receipt of an oral or written request for return.

(c) During the Period of Assistance, Requesting Member shall, at its own expense, supply all fuel, lubrication and maintenance for furnished equipment; provided that Requesting Member shall obtain Responding Member's consent before performing any such maintenance.

(d) Responding Member's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Member.

(e) In the event equipment is damaged while being dispatched to Requesting Member, or while in the custody and use of Requesting Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Requesting Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such lease costs.

**C. Utilities, Materials and Supplies** – The Requesting Member must reimburse the Responding Member ~~in-kind or~~ at actual replacement cost, plus handling charges, for use of utilities, expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

~~**D. Supplemental Water Supplies**—The Responding Member will provide the Requesting Member with a bill showing the amount of water delivered to the Requesting Member. Water will be billed at the highest rate incurred for imported water by the Responding Member, or as the Responding Member may otherwise agree.~~

**E. Payment Period** – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. ~~The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request.~~ The Requesting Member must pay the bill within 60 days following the billing date. ~~The Requesting Member may request additional periods of time within which to pay the itemized bill and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Member.~~

**E. Records** - Each Requesting Member and its duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. To the extent it deems necessary, each Responding Member and its duly authorized representatives shall have

access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

#### **ARTICLE VIII. ARBITRATION**

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

#### **ARTICLE IX. REQUESTING MEMBER'S DUTY TO INDEMNIFY**

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, officers, employees and agents, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by a Responding Member, or by personnel provided to Requesting Member, from the time assistance is requested and rendered until the assistance is ~~returned to Responding Member's control, portal to portal.~~ no longer needed.

#### **ARTICLE X. SIGNATORY INDEMNIFICATION**

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless ~~all~~ Members and personnel whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

#### **ARTICLE XI. WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

**ARTICLE XII.**  
**NOTICE**

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

**ARTICLE XIII.**  
**INSURANCE**

Members of this Agreement shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Program, including, but not limited to, worker's compensation and commercial general liability insurance, and insurance on property, vehicles and equipment.

**ARTICLE XIV.**  
**CONFIDENTIAL INFORMATION**

To the extent allowed by law, ~~any both~~ Members ~~or Associate Member~~ shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information provided to it ~~by another Member~~ pursuant to this Agreement. If ~~any either~~ Member, ~~Associate Member~~, or third party requests or demands, by subpoena or otherwise, that a Member ~~or Associate Member~~ disclose any Confidential Information provided to it under this Agreement, the Member ~~or Associate Member~~ shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

**ARTICLE XV.**  
**EFFECTIVE DATE**

This Agreement shall take effect ~~for a new party immediately upon its execution by said party~~ when both parties have signed and dated the agreement.

**ARTICLE XVI.**  
**WITHDRAWAL**

Any party may terminate its participation in this Agreement by written notice to the ~~Coordinator~~ other Member. Withdrawal takes effect 60 days after the appropriate official receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVII.**  
**MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement requires ~~a simple written acknowledgement of the modification by both parties, majority vote of Members then participating under this Agreement. The Committee will notify all parties of modifications to this Agreement in writing and~~ those modifications shall be effective upon 60 days' written notice to the parties.

#### **ARTICLE XVIII. SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### **ARTICLE XIX. PRIOR AGREEMENTS**

~~This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.~~

#### **ARTICLE XX. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and any such attempted assignment or delegation shall have no effect.

#### **ARTICLE XXI. TORT CLAIMS**

This Agreement in no way abrogates or waives any immunity or defense available under California law.

#### **ARTICLE XXII. INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

~~To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.~~

~~Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member Utility in the Program by executing this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.~~

~~Member: \_\_\_\_\_~~

By: \_\_\_\_\_

Title: SJUSD SUPERINTENDENT

\_\_\_\_\_  
Please Print Name

Date: \_\_\_\_\_

By: \_\_\_\_\_

WWCSD BOARD PRESIDENT

\_\_\_\_\_  
Please Print Name

Date: \_\_\_\_\_

~~Approved as to form and legality~~

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
~~Attorney for Public or Private Utility~~

\_\_\_\_\_  
\_\_\_\_\_  
Please Print Name

**ITEM 10**  
**RESOLUTION NO. 2019-06**  
**POLICY AND PROCEDURE**  
**DISPOSAL OF**  
**DISTRICT PROPERTY**

**DISCUSSION**  
**AND**  
**POSSIBLE ACTION**



**RESOLUTION NO. 2019-06**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WRIGHTWOOD COMMUNITY SERVICES DISTRICT  
ESTABLISHING POLICIES AND PROCEDURES FOR THE  
DISPOSAL OF SURPLUS DISTRICT INVENTORY

WHEREAS, the Wrightwood Community Services District (“the District”) is a public agency organized and operating pursuant to the Community Services District Law, California Government Code Section 61000 et seq.; and

WHEREAS, there is a need to promote uniformity in the policies and procedures for the disposal of surplus inventory owned by the District.

NOW, THEREFORE, BE IT RESOLVED by the District’s Board of Directors that the policies and procedures attached hereto and incorporated herein by this reference are hereby adopted.

BE IT FURTHER RESOLVED by the District’s Board of Directors that this Resolution shall take effect immediately upon its adoption and shall supersede any and all inconsistent policies and procedures previously utilized by the District concerning the subject matter hereof.

ADOPTED this 7th day of May, 2019.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

President Zuber

ATTEST: \_\_\_\_\_  
Secretary



**Section 1. Purpose.**

The purposes of this policy are to standardize the procedures for the disposal of surplus equipment, inventory, and salvage items of the Wrightwood Community Services District, and to set forth the duties and responsibilities of the General Manager and District staff in connection therewith.

**Section 2. Definitions.**

A) Inventorial Equipment - means District-owned free-standing equipment with a useful life of more than two years and a purchase price of \$2,000 or more. Furnishings, computer equipment, portable radios and other electronics costing \$200 or more are inventoried for purposes of security and control and included in this category.

B) Salvage - means any District reclaimed or discarded equipment, material, furniture or supply which has a reasonable resale value less than the applicable limits for Inventorial Equipment.

C) Surplus Inventory - means any Inventorial Equipment and Salvage that the District's Board of Directors has determined to be no longer necessary or useful to the District.

**Section 3. Applicability.**

This policy shall apply to the declaration and disposal of Surplus Inventory by the District.

**Section 4. Disposal of Surplus Inventory.**

A. Determination. The District Board of Directors shall, upon presentation of documentation from the General Manager, determine if Inventorial Equipment or Salvage is Surplus Inventory. The documentation presented by the General Manager shall list the Inventorial Equipment or Salvage sought to be declared Surplus Inventory and if applicable shall include license number, VIN number or other identifying serial number or property identification number, estimated book or trade-in value and property description.

B. Inventorial Equipment. The sale of Inventorial Equipment determined to be Surplus Inventory shall be by the means determined to garner the greatest monetary value, including but not limited to, competitive bid, internet sales, or advertisement in the local newspaper. If sold by competitive bid, the sale date, sale location, and list of equipment to be sold shall be advertised in a local paper and/or trade publication and posted at the District offices and facilities at least ten days before the sale date. Employees, their immediate family or relatives, members of the District's Board of Directors, and retained consultants are prohibited from bidding during this first process. Inventorial Equipment determined to be Surplus Inventory may be sold on e-bay or other internet sales service after a minimum reserve amount has been established. In all circumstances, the bidder with the highest bid price shall be deemed the successful bidder.

1. If the advertised sale of Inventorial Equipment determined to be Surplus Inventory fails to generate a competitive bid, District employees may at this time submit sealed

bids for any such items. The employee with the highest bid price shall be deemed the successful bidder.

2. If the offer of sale to employees fails to generate any bids, the Inventorial Equipment determined to be Surplus Inventory shall be sold for scrap or disposed of in a legal manner.

3. All sold or disposed Inventorial Equipment determined to be Surplus Inventory shall be removed from District property within 48 hours of the sale and title transfer unless otherwise agreed by the General Manager and successful bidder.

4. Proceeds of the sale of Inventorial Equipment determined to be Surplus Inventory shall be posted to an account deemed appropriate by the General Manager, unless otherwise directed by the District Board of Directors.

C. Salvage. If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property only has Salvage value, the General Manager may proceed with the disposal thereof as follows:

1. Salvage items determined to be surplus may be sold to recycle centers, other agencies, private businesses, public or private organizations, or non-profit organizations.

2. Proceeds from the sale of Salvage items shall be posted to an account deemed appropriate by the General Manager, unless otherwise directed by the District Board of Directors.

D. Donation. If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property is obsolete with no reasonable resale or Salvage value, the General Manager may, upon prior approval of the District's Board of Directors, donate such property to another governmental agency or to a certified local non-profit organization that is eligible to receive such items from the District and which provides benefits to the constituents within the District's service area.

## **Section 5. Extent of Authorization.**

A. Limitation. The District Board of Directors and the General Manager, to the limited extent expressly set forth herein, are the only parties authorized to sell Surplus Inventory and Salvage. No other District employee shall sell or donate any District equipment or material without the express written authorization of the Board of Directors.

B. Violation. Unauthorized removal, disposal, or expropriation of any District-owned inventory, regardless of estimated value, constitutes a breach of District policy and could be construed as misappropriation of public funds.

# ITEM 11

RECESS

TO

CLOSED SESSION

PUBLIC EMPLOYEE

PERFORMANCE

EVALUATION

GENERAL MANAGER



ITEM 12

RETURN  
TO  
OPEN SESSION

SESSION ACTION



# ITEM 13

## DIRECTORS COMMENTS



# ITEM 14

## FUTURE BOARD MEETING AND AGENDA ITEMS

MAY 7, 2019



# ITEM 15

## ADJOURNMENT

