



www.areaedma.org

AREA E DISASTER MANAGEMENT Executive Committee Meeting

Thursday
September 3, 2015
2:00-3:30pm

La Mirada City Hall, A&B Rooms
La Mirada, CA 90638
(562) 902-2368

Cullen Armet
Area E DMAC

AREA E MEMBERS

- ARTESIA
- BELL
- BELL GARDENS
- BELLFLOWER
- CARSON
- CERRITOS
- COMMERCE
- COMPTON
- CUDAHY
- DOWNEY
- HAWAIIAN GARDENS
- HUNTINGTON PARK
- LA HABRA HEIGHTS
- LAKESWOOD
- LA MIRADA
- LOS ANGELES CO
- LYNWOOD
- MAYWOOD
- MONTEBELLO
- NORWALK
- PARAMOUNT
- PICO RIVERA
- SANTA FE SPRINGS
- SOUTH GATE
- VERNON
- WHITTIER

AGENDA

1. Roll Call
2. Public Comment
3. Approval of Executive Committee meeting minutes- August 6, 2015

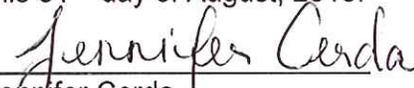
Unfinished Business

4. Discussion of Draft Purchasing Policy
5. Discussion of Human Resources and CalPERS
6. Discussion of FY 15-16 Budget and Amendments

New Business

7. **Professional Service Agreement with Richard, Watson, & Gershon for Legal Services** – It is recommended that the Area E Executive Committee authorize the Chairman to enter into an Agreement with Richard, Watson, & Gershon for legal services on behalf of Area E.
8. Discussion of Agreed Upon Procedures findings
9. Presentation of Office Operations

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at La Mirada City Hall, not less than 72 hours prior to the meeting. Dated this 31st day of August, 2015.


Jennifer Cerda
Administrative Manager
Area E Disaster Management



Area E Executive Committee Meeting

Area E Disaster Management Office

Meeting Minutes for August 6, 2015

Meeting was called to order at 3:15 pm by Executive Committee Chairman, Andrew Vialpando.

1) Roll Call: Roll call was taken and self-introductions were made.

Members Present: Chairman, Andrew Vialpando; Vice Chairman, Stacy Barnes; Member, Andrew Stevens

Members Absent:

Guests Present: Sheri Koomen, Joel Hockman, Ashu Palta

Staff Present: Area E DMAC, Cullen Armet; Administrative Manager, Jennifer Cerda

2) Public Comment: No public comment was made.

3) Approval of Executive Committee meeting minutes- July 9, 2015

Motion to approve the July meeting minutes made by Vice Chairman Stacy Barnes and seconded by Member Andrew Stevens. The motion carried.

4) Discussion of Human Resources, Payroll, and Employee Benefits

Chairman Andrew Vialpando discussed CalPERS billing of Unfunded Accrued Liability. On July 31, 2015 a lump sum payment was made to CalPERS for total unfunded accrued liability costs. Funds for line item PERS- Retirement in the FY 15-16 budget will need to be amended to account for actual costs.

5) Recommendation to Approve Professional Services Agreement with Human Resources Consultant Sharon Greth for Human Resources, Payroll, and Employee Benefits Management Services

Chairman Andrew Vialpando discussed the recommendation to approve Human Resources consulting with Sharon Greth. Sharon was recommended to Area E by ADP Payroll Services. A scope of work was provided for review, highlighting the services that Sharon Greth would provide to Area E.

Recommendation was made to enter in agreement with Sharon Greth Human Resources Consultant.

Motion to approve recommendation for Sharon Greth Human Resource Consulting, agreement not to exceed \$10,000 made by Chairman Andrew Vialpando and seconded by Member Andrew Stevens.

6) Discussion of Proposed DMAC Contract Amendments

Disaster Management Area Coordinator (DMAC) Contract Cullen Armet discussed issues with travel and expenses to personal vehicle to conduct Area E business. Proposed that a contract amendment to include mileage reimbursement be brought before the Area E General Board in September.

7) Discussion of Proposed Budget Amendments

Administrative Manager Jennifer Cerda discussed budget amendments to the FY 15-16 budget to account for CalPERS unfunded accrued liability payment, human resources consulting, and Area E DMAC mileage reimbursement. Proposed budget amendments to be brought before the Area E General Board in September.

8) Review of Purchasing Policy Findings

Administrative Manager Jennifer Cerda discussed draft purchasing policy findings. Policy to include limits on expenses, approval authority requirements, professional consultant bidding requirements, as well as credit card and petty cash use guidelines.

Recommendation was made to obtain a Wells Fargo debit card for Area E office use. Administrative Manager Jennifer Cerda will see about obtaining a debit card. Will report on findings at the September Executive Committee meeting.

9) Discussion of FY 15-16 Training Calendar

Area E DMAC Cullen Armet discussed proposed FY 15-16 training calendar, courses, and associated costs. Will revisit proposal after concluding visits with each Area E city to determine needs of Area E cities.

10) Administrative Updates - Oral Presentation

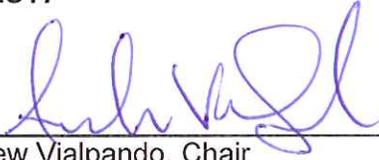
Area E DMAC Cullen Armet proposed Margaret Vinci as a speaker for the September General Board meeting.

Area E DMAC Cullen Armet would like to attend the International Association of Emergency Managers (IAEM) Conference in November.

10) Adjournment

There being no further business to be brought before the Area E Executive Committee it was moved by Member Stacy Barnes and seconded by Member Andrew Stevens that the August meeting of the Area E Executive Committee be adjourned. The meeting was adjourned at 4:30 pm.

ATTEST:



Andrew Vialpando, Chair



Jennifer Cerda, Area E Administrative
Manager

APPROVED:

September 3, 2015

September 3, 2015

AGENDA REPORT

Area E Disaster Management Joint Power Authority

Executive Committee

To: Area E Executive Committee
From: Andrew Vialpando, Executive Committee Chairman
Subject: Agreement with Richard, Watson, & Gershon for Legal Services

BACKGROUND

In February 2015, the Area E Executive Committee contacted the law firm Richard, Watson, & Gershon (RWG) to request assistance with the recruitment process for the Area E Disaster Management Area Coordinator (DMAC). In March 2015, the recommendation to approve a retention agreement between Area E and RWG was placed on the Area E General Board meeting agenda, but was tabled for a later date due to a possible conflict of interest issue that was discovered. The conflict of interest issue was eventually resolved, however the retention agreement for legal services with RWG was never placed back onto the General Board agenda for approval.

FINDINGS

In July 2015, RWG contacted Area E to follow-up with the retention agreement and the outstanding bill for services rendered in February 2015. RWG indicated that Area E would have to formally enter into a retention agreement with RWG in order for RWG to generate an invoice for services already rendered. The estimated outstanding balance for legal services is \$2,700.

Although Area E will have the option to terminate the agreement immediately following payment for services, the Executive Committee should consider entering into an on-going agreement for legal services with RWG. By entering into an agreement for legal services, RWG will represent Area E with regard to labor and employment matters and other matters. Area E would be billed at a rate of \$275 per hour on a monthly basis for legal service used.

Legal services include provision of labor relations advice, drafting and revision of human resources policies, procedures, and manuals, the provision of state-mandated sexual harassment prevention training, the design and provision of such other training as may

Agreement for Legal Services
September 3, 2015

be requested, attendance at such meetings as are requested, the drafting of standard agreements, and similar routine day-to-day labor and employment law matters.

The negotiated retention fee is \$2,500 and serves as a reserve amount toward Area E's balance for legal services. The retainer fee is fully-refundable upon termination of the agreement. The agreement may be terminated at any time.

RWG's current clients include the Cities of Artesia, Bell, Bellflower, Commerce, Compton, Downey, Huntington Park, La Mirada, Lakewood, Norwalk, Santa Fe Springs, Vernon, and Whittier.

RECOMMENDED ACTION

It is recommended that the Area E Executive Committee authorize the Chairman to enter into an Agreement with Richard, Watson, & Gershon for legal services on behalf of Area E.

RW WATSON GERSHON
ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101
Telephone 213.626.8484 Facsimile 213.626.0078

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RICHARD RICHARDS
(1916–1988)

GLENN R. WATSON
(1917–2010)

HARRY L. GERSHON
(1922–2007)

STEVEN L. DORSEY
WILLIAM L. STRAUSS
MITCHELL E. ABBOTT
GREGORY W. STEPANICICH
QUINN M. BARROW
CAROL W. LYNCH
GREGORY M. KUNERT
THOMAS M. JIMBO
ROBERT C. CECCON
STEVEN H. KAUFMANN
KEVIN G. ENNIS
ROBIN D. HARRIS
MICHAEL ESTRADA
LAURENCE S. WIENER
B. TILDEN KIM
SASKIA T. ASAMURA
KAYSER O. SUME
PETER M. THORSON
JAMES L. MARKHAM
CRAIG A. STEELE
T. PETER PIERCE
TERENCE R. BOGA
LISA BOND
ROXANNE M. DIAZ
JIM G. GRAYSON
ROY A. CLARKE
MICHAEL F. YOSHIBA
REGINA N. DANNER
PAULA GUTIERREZ BAEZA
BRUCE W. GALLOWAY
DIANA K. CHUANG
PATRICK K. BOBKO
NORMAN A. DUPONT
DAVID M. SNOW
LOLLY A. ENRIQUEZ
GINETTA L. GIOVINCO
TRISHA ORTIZ
CANDICE K. LEE
JENNIFER PETRUSIS
STEVEN L. FLOWER
TOUSSAINT S. BAILEY
AMY GREYSON
DEBORAH R. HAKMAN
D. CRAIG FOX
MARICELA E. HARROQUIN
SERITA R. YOUNG
SEAN B. GIBBONS
AARON C. O'DELL
AMANDA L. CHARNE
STEPHANIE CAO
PATRICK D. SKAHAN
STEPHEN D. LEE
YOUSTINA N. AZIZ
BRENDAN KEARNS
KYLE H. BROCHARD
NICHOLAS R. GHIRELLI
ISRA SHAH
CHRISTINA L. BROWNING
ISAAC M. ROSEN
ROMTIN PARVARESH

OF COUNSEL
ROCHELLE BROWNE
TERESA HO-URANO
GENA M. STINNETT

SAN FRANCISCO OFFICE
TELEPHONE 415.421.8484

ORANGE COUNTY OFFICE
TELEPHONE 714.990.0901

TEMECULA OFFICE
TELEPHONE 951.695.2373

August 24, 2015

Mr. Andrew Vialpando
City of La Mirada
13716 La Mirada Boulevard
La Mirada, California 90638

Re: Legal Services Agreement- Area "E" Disaster Management Joint Powers Authority

Dear Mr. Vialpando:

We are pleased to have the opportunity to serve as Special Counsel for the Area "E" Disaster Management Joint Powers Authority ("Area 'E'"). This engagement agreement sets forth the terms on which the firm will provide legal services to Area "E," and the basis upon which we will bill for our services.

I will serve as Special Counsel and have general responsibility for representing Area "E" with regard to labor and employment matters and as to such other matters as Area "E" and the Firm agree. Roy Clarke, a shareholder in the Firm and the head of the Firm's Labor and Employment Department, will serve as supervising shareholder regarding the issuance of Firm opinions. Both Roy and I may also use other attorneys, legal assistants, and law firm personnel as may be helpful in representing Area "E's" interests.

The Firm maintains a conflict of interest database. Based on the information that you and Emely Merina provided, we have examined this database to determine whether we might have a professional conflict of interest with respect to the entity listed below. We find no previous or current relationships that would interfere with our ability to represent Area "E." However, as we have noted in prior conversations, we do serve (and have served) as both City Attorneys and as Special Counsel to several municipalities who are members of Area "E."

The Firm's current clients include the Cities of Artesia, Bell, Bellflower, Commerce, Compton, Downey, Huntington Park, La Mirada, Lakewood, Norwalk, Santa Fe Springs, Vernon, and Whittier.

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Mr. Andrew Vialpando
August 24, 2015
Page 2

The Firm's prior clients include the Cities of Bell Gardens, Carson, Cerritos, Cudahy, Hawaiian Gardens, La Habra Heights, Lynwood, Maywood, Montebello, Paramount, Pico Rivera, and South Gate.

As we discussed, while matters involving Area "E's" potential retention of the employees of its member cities could create a potential conflict should the interests of Area "E" and the member City diverge, it is unlikely that the engagement of the Firm to represent and advise Area "E" in labor and employment matters will create an unworkable conflict. Should one arise, we propose that it be handled in the same manner as we have done in similar situations and withdraw from representing one of the parties, depending on the particular circumstances and the desires of those parties.

The names we have used in determining whether any potential or actual conflicts of interest exist are the following:

City of Artesia
City of Bell
City of Bellflower
City of Commerce
City of Compton
City of Downey
City of La Mirada
City of Lakewood
City of Norwalk
City of Santa Fe Springs
City of Vernon
City of Whittier
City of Bell Gardens
City of Carson
City of Cerritos
City of Cudahy
City of Hawaiian Gardens
City of La Habra Heights
City of Lynwood
City of Maywood
City of Montebello
City of Paramount
City of Pico Rivera

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Mr. Andrew Vialpando
August 24, 2015
Page 3

City of South Gate

We will add these names to our database for consultation in regard to future matters. We will proceed on the understanding that the above listing is accurate and complete unless we hear from you to the contrary.

We will bill you for fees on a monthly basis. When a bill is to be sent, we will review it before it is issued to ensure that the amount charged is appropriate and accurately reflects the services rendered.

The firm will provide general day-to-day services at the composite rate of \$275 per hour. These services will include provision of labor relations advice, drafting and revision of human resources policies, procedures, and manuals, the provision of state-mandated sexual harassment prevention training, the design and provision of such other training as may be requested, attendance at such meetings as are requested, the drafting of standard agreements, and similar routine day-to-day labor/employment law matters. We will provide extraordinary services, such as arbitration and litigation, at a 15% discount from our standard rates for such services.

In addition, we will bill for costs incurred in connection with our representation of Area "E." Such costs include copying documents (\$.10/page), facsimile transmission of documents (\$1.00/page), long distance telephone charges, messenger and delivery services, and other similar costs.

Costs are occasionally billed to the Firm by third-party vendors. Therefore, there sometimes will be a delay between the time these costs are incurred and the time when they appear on your bill. We do not add a fee to process third-party vendor costs and merely pass on the fee the firm has paid the vendor.

We agree that you will pay our bills within 30 days of receipt of our billing statement. We further agree that interest will accrue on any unpaid overdue balances at the rate of seven percent simple interest per annum. We will be entitled to deduct our attorneys' fees and costs advanced on all claims and causes of action that are the subject of this engagement from any monetary award as a result of our services.

Naturally, we expect you to ask us about the likely results of our work. We will respond as best we can, but cannot and do not guarantee any particular result. We can

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Mr. Andrew Vialpando
August 24, 2015
Page 4

make no promises about the outcome of litigation or negotiations and any opinions about likely outcomes are not intended to constitute a guarantee.

We will not settle any litigation matter without your approval. You will have the absolute right to accept or reject any settlement. We will notify you promptly of the terms of any settlement offer received by us. In turn, you agree to keep us informed of all significant developments in matters relating to any litigation representation, including any payments received by you on your case.

The nature of legal representation makes it impossible for us to accurately estimate the total amount of fees and costs that may be incurred over time. We will keep you informed of significant developments in the matter, including those that might have a substantial effect on the cost of this representation. Please feel free to inquire at any time about expected future costs.

We rarely have fee disputes with clients. Nevertheless, you should be aware that Area "E" is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business and Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

If you choose not to use the County Bar arbitration procedures, you agree that all fee disputes between us shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules.

In any dispute concerning billing for services rendered, the prevailing party, as defined in California Code of Civil Procedure section 1032, will be entitled to recover its reasonable attorney's fees and costs.

Area "E" has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide Area "E" with reasonable notice to arrange alternative representation. In either circumstance, Area "E" agrees to secure new counsel to represent it as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may be involved. If Area "E" elects to terminate the Firm, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

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Mr. Andrew Vialpando
August 24, 2015
Page 5

The firm currently maintains professional liability insurance. Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California.

In order for the firm to commence work on this matter, please have the duplicate original of this letter signed by the appropriate officer and returned to me. In addition, we require a retainer check in the amount of two thousand five hundred dollars (\$2,500.00). We will hold the retainer for the benefit of your account until such time as the Firm's representation of Area "E" terminates. We enclose a return envelope for your convenience.

We look forward to representing Area "E" in a long and productive relationship.

Very truly yours,

Sean B. Gibbons

We understand and agree to the above.

By: _____

[Printed Name and Title]

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DISASTER MANAGEMENT AREA E - Expenditure Summary

	FY14/15 Actual	FY15/16 Approved	FY15/16 Amended
Operating Expenses			
Personnel	\$ 83,659	\$ 153,310	\$ 142,840
Benefits	\$ 30,092	\$ 41,440	\$ 48,680
Area E Operating Expenses	\$ 39,026	\$ 37,330	\$ 42,530
Total Operating Expenses	\$ 152,777	\$ 232,080	\$ 234,050

City Program Expenses			
Disaster Volunteer Program	\$ 4,408	\$ 10,000	\$ 5,000
Disaster Volunteer Training			
Supplies/Equip	\$ 5,507	\$ 300	\$ 300
Disaster Volunteer Meeting			
Supplies	\$ 495	\$ 50	\$ 50
City Materials	\$ 16,043	\$ 4,000	\$ 4,000
City Reimbursements	\$ 7,618	\$ 20,000	\$ 20,000
City Training	\$ 14,593	\$ 25,000	\$ 15,000
Pub Ed Materials	\$ 18,285	\$ -	\$ -
Total City Program Expenses	\$ 66,949	\$ 59,350	\$ 44,350

Capital Equipment			
Office Furniture & Equipment		\$ 1,000	\$ 1,000
Total Capital Equipment		\$ 1,000	\$ 1,000
Total Expenses	\$ 219,726	\$ 292,430	\$ 279,400

**FISCAL YEAR 2015-2016
Revenue and Expense Summary**

	FY 2014-15 Actual	FY 2015-16 Approved	FY 2015-16 Amended
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Revenue:			
JPA Member Agency Contributions	\$ 64,227	\$ 69,557	\$ 69,557
EMPG Funding-12 (\$213,536 allocated)			
EMPG Funding-13 (\$215,448 allocated)			
EMPG Funding-14 (\$222,852 allocated)	\$ 164,176		
EMPG Funding-15 (\$210,000 estimated)		\$ 222,850	\$ 210,000
Interest-MMC	\$ 15	\$ 20	\$ 20
Total Revenue:	\$ 228,418	\$ 292,427	\$ 279,577

*City dues total for FY 15-16 accounts for the City of Norwalk's dues payment.

*EMPG Allocation decreased for FY 15-16. Actual allocation estimated at \$210,000

Total Budgeted Expenses:	\$ 219,726	\$ 292,430	\$ 279,400
Surplus/Deficit	\$ 8,692	\$ (3)	\$ 177

Fund Balances			
Wells Fargo / Chase Checking	\$ 191,629	\$ 203,054	\$ 200,321
Money Market Savings Acct	\$ 37,505	\$ 37,516	\$ 37,517
Ending Bank Balance	\$ 237,826	\$ 240,567	\$ 238,015

*Bank balance adjusted to reflect actuals

EMPG eligible claims include portions of operating costs, personnel, in-kind services, and member salary matches. Budget Reserve is funding on hand in the event of a.

DISASTER MANAGEMENT AREA E

	FY14/15 Actual	FY15/16 Approved	FY15/16 Amended
Personnel			
Salary-Administrative Manager	\$ 64,068	\$ 60,760	\$ 60,760
Accum sick leave pd (1)	\$ -	\$ 5,700	\$ -
Accum vac leave pd. (2)	\$ -	\$ 4,770	\$ -
Accum prof leave pd. (3)	\$ -	\$ -	\$ -
Salary - DMAC	\$ 5,800	\$ 69,600	\$ 69,600
Salary - Part-Time Clerical	\$ 13,790	\$ 12,480	\$ 12,480
	\$ 83,659	\$ 153,310	\$ 142,840

removed

Benefits			
PERS-Retirement	\$ 5,262	\$ 11,170	\$ 20,690
Health Stipend	\$ -	\$ 6,480	\$ 4,200
PERS-Health Annuitant	\$ 7,111	\$ 7,080	\$ 7,080
Health Pkg/Def Comp	\$ -	\$ -	\$ -
JPIA Worker's Comp Ins	\$ 1,108	\$ 2,000	\$ 2,000
JPIA General Liability Ins	\$ 10,830	\$ 12,000	\$ 12,000
Emp Tax-ETT	\$ 18	\$ 30	\$ 30
Emp Tax-Unemp Ins	\$ 636	\$ 940	\$ 940
Emp Tax SS (Part Time) FICA	\$ 3,997	\$ 700	\$ 700
Emp Tax-Medicare Tax	\$ 1,129	\$ 1,040	\$ 1,040
Tax Liability Not Yet Paid	\$ -	\$ -	\$ -
Tax Fed Withheld	\$ -	\$ -	\$ -
Tax PIT Withheld	\$ -	\$ -	\$ -
Tax SID Withheld	\$ -	\$ -	\$ -
	\$ 30,092	\$ 41,440	\$ 48,680

Area E Operating Expenses			
Bank Charges	\$ 251	\$ 300	\$ 300
Cell Phone/BB/Wireless	\$ 2,590	\$ 2,600	\$ 2,600
Computer Equip/Sup	\$ -	\$ 1,000	\$ 1,000
Conference Expense	\$ 691	\$ 3,000	\$ 3,000
Dues & Memberships	\$ -	\$ 350	\$ 350
Copier Lease	\$ 7,928	\$ 8,000	\$ 8,000
Maint-Equip/Software	\$ 1,792	\$ 2,000	\$ 2,000
Office Equip/Furniture	\$ 2,940	\$ -	\$ -
Postage	\$ 77	\$ -	\$ -
Profess Fees/Audit-JPA	\$ 13,500	\$ 15,000	\$ 12,200
Payroll Service	\$ 1,900	\$ 2,000	\$ 10,000
Special Mtgs/Events			
Supplies-Office	\$ 4,906	\$ 1,000	\$ 1,000
Supplies-Mtg	\$ 829	\$ 800	\$ 800
Car Allowance	\$ -	\$ -	\$ -
Travel/Meetings/Mileage Reimb	\$ 1,219	\$ 1,280	\$ 1,280
Conference Fees/ Lodging			
Miscellaneous	\$ 190		
HR Services	\$ 214	\$ -	\$ -
	\$ 39,026	\$ 37,330	\$ 42,530

City Programs Support			
*Disaster Program Support/Conf	\$ 4,408	\$ 10,000	\$ 5,000
*Disaster Training Supplies/Equip	\$ 5,507	\$ 250	\$ 250
*Disaster Meeting Supplies	\$ 495	\$ 100	\$ 100
City Materials	\$ 16,043	\$ 4,000	\$ 4,000
City Reimb	\$ 7,618	\$ 20,000	\$ 20,000
City Training	\$ 14,593	\$ 25,000	\$ 15,000
Pub Ed Materials	\$ 18,285	\$ -	\$ -
	\$ 66,949	\$ 59,350	\$ 44,350

Capital Equipment			
Office Equipment/Furniture		\$ 1,000	\$ 1,000
		\$ 1,000	\$ 1,000

TOTAL	\$ 219,726	\$ 292,430	\$ 279,400
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DRAFT

AGENDA

MEMBER CITIES

ARTESIA
BELL
BELL GARDENS
BELLFLOWER
CARSON
CERRITOS
COMMERCE
COMPTON
CUDAHY
DOWNEY
HAWAIIAN GARDENS
HUNTINGTON PARK
LA HABRA HEIGHTS
LA MIRADA
LAKEWOOD
LOS ANGELES CO
LYNWOOD
MAYWOOD
MONTEBELLO
NORWALK
PARAMOUNT
PICO RIVERA
SANTA FE SPRINGS
SOUTH GATE
VERNON
WHITTIER

**JOINT MEETING
OF THE GENERAL BOARD
OF
AREA E DISASTER MANAGEMENT JOINT POWERS AUTHORITY**

**WEDNESDAY, SEPTEMBER 16, 2015
8:30AM**

**NORWALK ARTS & SPORTS COMPLEX
13000 CLARKDALE AVENUE, MULTI- PURPOSE ROOM
NORWALK, CA 90650**

ROLL CALL

PUBLIC COMMENT

CONSENT CALENDAR

Consent calendar items will be considered and approved in one motion unless removed by general board member for discussion

**1.0 APPROVAL OF PREVIOUS MEETING MINUTES –
JUNE 17, 2015-** It is recommended that the minutes of June 17, 2015 be approved.

End of Consent Calendar

**2.0 APPOINTMENT OF SHERI KOOMEN AND JOEL HOCKMAN
TO EXECUTIVE COMMITTEE-** It is recommended that the appointment of Sheri Koomen and Joel Hockman be approved.

Andrew Vialpando, Area E Board Chair

3.0 AMENDMENT TO DMAC CONTRACT- It is recommended that the amendments to the DMAC contract be approved.

Andrew Vialpando, Area E Board Chair

4.0 FY 15-16 BUDGET AND AMENDMENTS- It is recommended that the amendments to the FY 15-16 budget be approved.

Jennifer Cerda, Area E Administrative Manager

5.0 AREA E EXECUTIVE COMMITTEE REPORTS

Chairman's Report - Emely Merina
Area E Fire Chiefs - Stacy Barnes
Southeast Police Chiefs - Sheri Koomen
Red Cross Steering Committee- Andrew Vialpando

6.0 OPERATIONAL AREA INFORMATIONAL REPORT- It is recommended that the Operational Area report be received and filed.

Cullen Armet, Acting Area E Disaster Management Coordinator

5.0 PRESENTATION ON WAYS TO IMPROVE GREAT SHAKEOUT EXERCISE

Margaret Vinci, Earthquake Program Manager, CalTECH

ADJOURNMENT

The next meeting of the general board of Area E Disaster Management Joint Powers Authority will be at 8:30 AM, October 21, 2015, Norwalk Arts and Sports Complex, 13000 Clarkdale Ave, Multi- Purpose Room, Norwalk, CA 90650.

CERT COORDINATORS MEETING WILL FOLLOW THE GENERAL BOARD MEETING OF THE AREA E DISASTER MANAGEMENT JOINT POWERS AGREEMENT- ALL CITY ESC'S/ CERT COORDINATORS ARE INVITED.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at Norwalk City Hall, not less than 72 hours prior to the meeting. Dated this 10th day of September, 2015.

Jennifer Cerda
Administrative Manager
Area E Disaster Management

Public Comment: The public is encouraged to address the Commission, Board or Committee on any matter listed on the agenda. The Commission will hear public comment on matters not listed on the agenda during the Oral Communications period.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the host City, please contact the Norwalk City Clerk's office, (562) 929-5720. Assisted listening devices are available at this meeting. Ask a staff member if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Commission agendas and minutes are available from the Staff Liaison or at the Area E Disaster Management Office, 13700 La Mirada Boulevard during regular business hours, 9:00 a.m. to 4:00 p.m., Monday – Thursday; telephone (562) 902-2368.

Area E Office of Disaster Management

Purchasing and Leasing Policies

SECTIONS:

1. PURPOSE
2. POLICY STATEMENT
3. UNAUTHORIZED PURCHASES
4. RESPONSIBILITIES OF THE PURCHASING MANAGER
5. VENDOR RELATIONS
6. PURCHASING METHODS
7. INFORMAL AND FORMAL BID PROCESS
8. CREDIT CARD USAGE
9. SPECIFICATIONS
10. PROFESSIONAL SERVICES CONTRACTS/AGREEMENTS
11. SURPLUS PROPERTY
12. DEFINITIONS

SECTION 1 – PURPOSE

The purpose of this policy is to provide the Area E Disaster Management Office (Area E) a means of assuring continuity and uniformity in its purchasing operation, and to define the responsibilities for purchasing supplies, services and equipment for the Area E DMA. These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of Area E resources, including keeping within the budget authorized by the Area E Joint Powers Agreement Board (Area E General Board).

SECTION 2 – POLICY STATEMENT

The policy contained herein was developed under the authority of the Area E Disaster Management Executive Committee. The Administrative Manager is designated by the Executive Committee as the Purchasing Manager for Area E and may delegate the administration of purchases. The Purchasing Manager/ Designee is charged with the responsibility and authority for coordinating and managing the procurement of the office's supplies, services and equipment according to the policy.

The Policy outlined herein is to be adhered to by the Purchasing Manager/ Designee when procuring supplies, services and equipment. This Policy strives to define decision making with prudent review and internal control procedures and to maintain responsibility and flexibility in evaluating, selecting and purchasing, supplies, equipment and services.

SECTION 3 – UNAUTHORIZED PURCHASES

Except for urgencies, or other authorized exemptions stated in these guidelines, no purchases of supplies, services, or equipment shall be made without prior authorization as required by this policy. Otherwise:

- A. Such purchases may not be considered an obligation of Area E.
- B. Invoices may be returned to the vendor unpaid.
- C. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

SECTION 4 – RESPONSIBILITIES OF THE PURCHASING MANAGER

The Purchasing Manager is responsible for 1) the procurement of general supplies, services and equipment; 2) the administration of the purchasing policy; and 3) the management of surplus Area E property. To perform these functions efficiently the Purchasing Manager shall:

- A. Be charged with the responsibility and authority for coordinating and managing the procurement of Area E's general supplies, services and equipment from the lowest responsive and responsible bidder when required by this policy.
- B. Ensure full and open competition on all purchases as required by this policy.
- C. Identify, evaluate and utilize purchasing methods, which best meet the needs of Area E (i.e., cooperative purchases, contractual agreements, etc.)
- D. Recommend revisions to purchasing policy when necessary and keep informed of current developments in the field of public purchasing.
- E. Prescribe and maintain all forms and records necessary for the Emergency Management Performance Grant (EMPG) reporting and keep informed of current developments in the field of public purchase
- F. Act as Area E's agent in the transfer and disposal of surplus equipment and materials.

SECTION 5 – VENDOR RELATIONS

It is to Area E's advantage to promote and maintain good relations with vendors. The Purchasing Manager/ Designee and staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity, and courtesy in all vendor relations.

SECTION 6 - PURCHASING METHODS

- A. Requirements for certain purchasing dollar limits.

The following guidelines are applicable to all purchases and lease agreements.

Adopted:

2xx/xx/xxx

Purchasing and Leasing Policy

Purchasing Policy

Value of Individual Item Or Total Purchase Order	General Guidelines
<p style="text-align: center;">\$.01 to \$1,499.00 <i>250 for Admin.</i></p>	<ul style="list-style-type: none"> • At least one (1) verbal, written or electronic quote from known source (informal bid) • Good for 30 days from date of inquiry <i>Executive</i> • Approval of the Area E DMAC required <i>Comm.</i> • Does not require approval of Executive Committee if it is a budgeted item • The Area E Purchasing Manager/ Designee may purchase supplies, equipment, and services, of less than \$1,499 without competitive bidding and without a Purchase Order. Area E may provide a Purchase Order if required by the vendor.
<p style="text-align: center;">\$1,500.00 to \$14,999.00</p>	<ul style="list-style-type: none"> • At least three (3) verbal, written or electronic quotes from known sources (informal bids) • Good for 30 days from date of inquiry • Approval of the Area E DMAC and Executive Committee Chair/ Designee required. • The Area E Purchasing Manager/ Designee may purchase supplies, equipment, and services, of less than \$14,999 without competitive bidding. • The Executive Committee may award a purchase to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists. The Executive Committee may reject bids, or may negotiate further to obtain terms more acceptable to the Area E General Board. • A Purchase Order is required. • Purchases over \$5,000 are considered to be Capital Expenditures. • Will need approval from State if it is an EMPG reimbursable purchase prior to purchasing the item • Possible sources should be checked for federal and/or state debarment
<p style="text-align: center;">\$15,000.00 to \$50,000.00</p>	<ul style="list-style-type: none"> • Purchases that exceed \$15,000 require a formal bid process and Area E General Board approval. • Good for 30 days from date of inquiry • The Area E General Board may award a purchase to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists or approval of an amended budget. The Area E General

Adopted:

3xx/xx/xxx

Purchasing and Leasing Policy

	<p>Board may reject bids, or may negotiate further to obtain terms more acceptable to Area E.</p> <ul style="list-style-type: none"> • Is considered to be a Capital Expenditure • Will need approval from State if it is an EMPG reimbursable purchase prior to purchasing the item • Possible sources must be checked for federal and/or state debarment
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B. Petty Cash

The Purchasing Manager/ Designee will be responsible for the Petty Cash box used by Area E and the dollar amount to be kept in the Petty Cash box, not to exceed \$250.00. The Purchasing Manager / Designee puts the following limitations on the use of the petty cash reimbursements:

1. Petty Cash reimbursements will be limited to reimbursing employees and other designees of the Area E office.
2. The Purchasing Manager/ Designee will set the reimbursement amount limit.
3. The Purchasing Manager/ Designee may not sign for the approval of their own reimbursements. Such individuals must obtain the approval of another manager.

Backup documentation required for all Purchases: Purchase orders (if applicable), shipping papers, and vendor invoices. Documentation is to be attached to check voucher. Cancelled checks are no longer provided by the bank but are available on-line.

Leasing Policy

Value of Monthly Lease or Rental Agreement	General Guidelines
\$.01 to \$9,999.00	<ul style="list-style-type: none"> • At least three (3) written or electronic quotes from known sources (informal bid) • Good for 30 days from date of inquiry • Approval of the Area E DMAC required • Does not need approval of Executive Committee if it is a budgeted item • The Area E Purchasing Manager/ Designee may purchase leasing supplies, equipment, or services, of less than \$9,999 without competitive bidding and without a Purchase Order. Area E may provide a Purchase Order if required by the vendor or if Area E wishes to use the Purchase Order as a mechanism to encumber funds.

Adopted:

4xx/xx/xxx

Purchasing and Leasing Policy

\$10,000.00 to \$50,000.00	<ul style="list-style-type: none"> • Lease Agreements that exceed \$10,000 require a formal bid process. • Good for 30 days from date of inquiry • Approval of Executive Committee required • The Executive Committee may award a lease or rental agreement to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists or approval of an amended budget. The Executive Committee may reject bids, or may negotiate further to obtain terms more acceptable to the Area E DMA. • Possible sources should be checked for federal and/or state debarment
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C. Sole Source Purchases

Commodities and services, which can only be obtained from one vendor, are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product that has been proven to be the only acceptable product. All sole source purchases shall be supported by written documentation signed by the Purchasing Manager indicating that the vendor providing the item is confirmed sole source. The Executive Committee will make final determination that an item is a valid sole source purchase.

D. Urgency Purchases

Urgency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. To preserve or protect life, health or property; or
2. Upon natural disaster

SECTION 7 INFORMAL AND FORMAL BID PROCESS

Except as otherwise exempted in the policy, supplies, services and equipment with an estimated value of \$.01 to \$14,999 shall be purchased following an informal bid process. Purchases \$15,000 or more shall be made following a formal bid process.

To initiate the informal/formal bid process Area E shall provide specifications for the item to be purchased and documentation showing the existence of an unencumbered appropriation for the item in the current approved budget. The Purchasing Manager shall solicit informal/formal bids as prescribed by State guidelines for Special Districts.

Informal bids may be mailed to prospective bidders a minimum of ten calendar days before the due date, or solicited over the phone. Formal bids shall be posted on the Area E DMA website and shall be published at least once in a newspaper of general circulation as required by State

Adopted:

5xx/xx/xxx

Purchasing and Leasing Policy

law, and, if applicable, in appropriate trade publications. The date of publication shall be at least 10 days before the due date. All formal bids shall be sealed and shall be publicly opened and read at the date, time, and place indicated in the published notice.

Bids shall be reviewed for compliance with specifications by the Area E Executive Committee. All deviations from the specifications shall be fully documented by the Purchasing Manager and the impact of the deviations on the performance or suitability of the bid item shall be detailed. Staff will prepare and forward a recommendation for approval of purchase.

Informal bids shall be approved by the Purchasing Manager and DMAC up to \$1,499. Informal bids exceeding \$1,499 shall be approved by the Purchasing Manager, DMAC, and Executive Committee.

Formal bids shall be approved by the Executive Committee, or Area E General Board as applicable.

A. Lowest Responsive and Qualified Bidder

In determining the lowest "responsive" bid, the following elements shall be considered in addition to price:

1. A responsive bid is one, which is in substantial conformance with the requirements of the invitation to bid, including specifications and Area E's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability shall be considered non-responsive bidders.
2. Conformance with the requirements of the invitation to bid may also include providing proof of insurance, completing all forms, including references, and all other information as requested in the bid document.
3. Area E may request proof of a prospective bidder's reliability. Prospective bidders may be requested to furnish proof of financial resources, a list of current or previous customers, and other pertinent data. Such action may also be taken after receipt of bids.

B. In determining the lowest "qualified" bidder, the following elements shall be considered in addition to price:

1. That the products offered provide the quality, fitness and capacity for the required usage.
2. That the bidder has the ability, capacity and skill to perform the contract satisfactorily and within the time required.
3. That the bidder's experience(s) regarding past purchases by Area E or other public agencies demonstrates the reliability of the bidder to perform the contract.

When a bid is recommended for award to other than the low bidder, written justification is required. The written statement, signed by the Purchasing Manager, shall be included on the purchase requisition.

Adopted:

6xx/xx/xxx
Purchasing and Leasing Policy

SECTION 8 – CREDIT CARD USAGE

Under certain circumstances, the use of a personal credit card may be the most appropriate method for certain purchases. The following policies and procedures are established to insure internal controls and the timely payment of charges:

- A. Personal credit cards may be used to conduct of official Area E business, included, but not limited to the following purposes:
 - 1. Purchase of essential commodities.
 - 2. Online Purchases.
 - 3. Office Supplies.
 - 4. Authorized travel expenses and hotel charges
 - 5. Other circumstances where the use of a credit card best meets Area E's purchasing needs as determined by the Purchasing Manager or the Executive Committee
- B. All receipts and cleared bank statement of payment to credit card must be turned in for full reimbursement of purchase.
- C. No personal items will be reimbursed by Area E.
- D. No items, services, or travel intended for personal use will be reimbursed by Area E.

SECTION 9 – SPECIFICATIONS

It is the responsibility of Area E to provide detailed, accurate specifications when requisitioning supplies, equipment and services. Accurate specifications are essential for effective bidding.

A. Sole Source Specifications

Sole source specifications shall be avoided whenever possible, as they minimize or eliminate competition. The appropriate authority (Purchasing Manager, DMAC, if total purchase is less than \$1,499; Purchasing Manager, DMAC, Executive Committee if total purchase is \$14,999 or less; Purchasing Manager, DMAC, Executive Committee, General Board if total purchase is \$15,000 or more) may waive bidding requirements if sufficient written justification for a sole source purchase exists. Written documentation signed by the Purchasing Manager shall accompany the requisition for any sole source request. See Section 12 Definitions.

B. Brand Name, or Equal, Specifications

In purchasing equipment or supplies needed to be compatible with existing equipment or to perform complex or unique functions, the Purchasing Manager may limit bidding to a specific product or a brand name product.

Use of brand names in specifications shall be for the purpose of describing the standard of quality, performance, and characteristics Area E desires and not be intended to limit or restrict

competition. If a brand name is incorporated into a specification, a minimum of two (2) acceptable brands shall be listed whenever possible and shall be followed by the statement "or approved equal" unless the sole source rules applies.

C. Vendor Assistance in Writing Specifications

There may be occasions when vendor assistance is required to develop a specification. Such specifications shall be written in general terms and the vendor shall be informed that the information they provide may be to develop specifications for a competitive bid process. The vendor shall be allowed to submit a bid, but not be given any preference over the other bids.

SECTION 10 – PROFESSIONAL CONSULTANT SELECTION-CONTRACTS/AGREEMENTS

A. Selection of Consultants for Professional Services (General):

1. The following criteria shall be used to determine approval authority for Professional Consultant Contracts:

Contracts under \$2,499
Contracts of \$2,500 - \$14,999
Contracts of \$15,000 or greater

~~Chair, VO, Treasurer:~~
Purchasing Manager, DMAG Approval
Executive Committee Approval
Area E General Board Approval

2. This policy specifically prohibits splitting a purchase to circumvent the limits set forth in item 1 above.
3. For contracts of \$15,000 or more, the Purchasing Manager shall prepare a scope of work consistent with budget and project authorization of the Area E General Board. The Request for Proposal (RFP) shall outline the Area E requirements and project description. The list of solicited firms will be drawn from firms, who, in the opinion of the Purchasing Manager, can perform the work. A Request for Qualifications may first be necessary if the required services are particularly specialized or if the qualifications of the available consultants are unknown. The list of solicited firms may be limited to a minimum of three (3) to five (5) due to time constraints or specialties involved. The initial review of proposals shall be conducted by the Executive Committee, who shall make a recommendation to the Area E General Board regarding which consultants should be invited to interviews.
4. For contracts less than \$14,999 interviews will be conducted by the Executive Committee members.
5. For contracts of \$15,000 or more formal interviews will be conducted by appropriate Executive Committee members who are familiar with the subject matter of the proposal or by an ad hoc committee, which could be formed for this purpose. Following the interviews, a recommendation will be presented to the Area E General Board for final selection.
6. Qualifications should be the determining factor in the selection of a professional consultant. The Executive Committee shall negotiate the final fee based upon the agreed scope of work.

Adopted:

8xx/xx/xxx

Purchasing and Leasing Policy

7. Prior to approval of a contract, the Purchasing Manager shall conduct appropriate background and reference checks and ensure that adequate bonding or security, if required, is posted.
8. Consultants shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants shall not be engaged if a conflict of interest exists.
9. Approval of "Additional Work" items shall comply with the limits of Section 10-A.

B. Selection of Consultants for Professional Services for Continuing Services:

1. Professional firms providing planning, human resources/ payroll, auditing, legal, or other services may be retained on a continuing basis to provide professional services. The Purchasing Manager with the approval of the Executive Committee, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFP and selection process. At least every three years, arrangements shall be reviewed and every effort shall be made to receive proposals from at least three (3) consultants to perform the same services. This is to ensure Area E is receiving the best value in their services.
2. Beginning each fiscal year, the Purchasing Manager shall make a list of consultants currently under contract by Area E, setting forth the name of firms, type of services, cost of contracts, length of contracts and date entered into and the number of years retained by Area E.

SECTION 11 – SURPLUS PROPERTY

The Purchasing Manager is responsible for the transfer and disposition of surplus Area E property. "Surplus property" is used generically to describe any Area E property that is no longer needed or useable by Area E. The Purchasing Manager has the authority to declare item(s) surplus.

Surplus property that may result from the termination of a lease agreement shall be specifically reported to the Executive Committee prior to the termination of the lease. The report shall include all information about the lease, including purchase price at the commencement of the lease and residual value at the end of the lease. In determining the fair market value, Area E shall document the methods used to make such determination including tools such as Kelly Blue Book, classified advertisements, and local vendors with similar products available.

The Area E office shall periodically review its equipment, material, and inventory, and shall promptly notify the Executive Committee of any surplus property.

A. Methods of Disposition

The Purchasing Manager shall determine or approve one of the following methods of disposition that is most appropriate and in the best interest of the Area E office.

1. Transfer to another City

Adopted:

9xx/xx/xxx

Purchasing and Leasing Policy

- a) Surplus property may be transferred between Area E cities. All transfers of items with an estimated value of \$2,500 or more require approval of the Area E Executive Committee. Transfer may occur on grant funded items following statute of limitations for ownership as outlined in the EMPG grant guidance.

2. Disposal

- a) No Value Item - Where the Purchasing Manager determines that specific supplies or equipment are surplus and of minimal value to Area E due to spoilage, obsolescence or other cause or where the Purchasing Manager determines that the cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Manager shall dispose of the item in such a manner as he or she deems appropriate and in the best interest of the Area E.

SECTION 12 – DEFINITIONS

AGREEMENT	An understanding or arrangement between two or more parties. Also see " <i>Contract</i> " and " <i>Purchase Order</i> ".
APPROPRIATION	Area E Board's authorization to expend public funds for a specific purpose.
AREA E	The Area E Disaster Management Joint Powers Authority.
AREA E EXECUTIVE COMMITTEE	The appointed members of the Area E Disaster Management Executive Committee.
AREA E GENERAL BOARD	The designated voting members of the Area E Disaster Management Joint Powers Authority.
AS IS	A term indicating that goods offered for sale in existing condition are without <i>Warranty</i> or <i>Guarantee</i> .
AWARD	The acceptance of a <i>Bid</i> or <i>Proposal</i> .
BID	The executed document submitted by a <i>Bidder</i> in response to a <i>Notice Inviting Bids (NIB)</i> or a Request for Proposal
BIDDER	A person or legal entity who submits a bid in response to a solicitation. Proposer. See <i>Bid</i> .
BRAND NAME	A trade name which serves to identify a product or particular manufacturer.
CAPITAL EXPENDITURE	Appropriated expenditure toward a predetermined large purchase of equipment, supplies, or projects.
CHANGE ORDER	Written modification or addition to a <i>Purchase Order</i> or <i>Contract/Agreement</i> authorized by the appropriate authority.
COMPETITIVE BIDDING	The submission of prices by individuals or firms competing for a <i>Contract</i> , privilege, or right to supply merchandise or services.

Adopted:

10xx/xx/xxx

Purchasing and Leasing Policy

CONTRACT	A verbal or written, legally binding mutual promise between two parties, e.g., an accepted <i>Purchase Order</i> .
DISPOSE OF	To transfer or part with, to get rid of; to throw out.
DMAC	Area E Disaster Management Area Coordinator
EMERGENCY PURCHASE	See <i>Urgency Purchase</i> (section 6 – purchasing methods)
ENCUMBRANCE	Committing budgeted funds prior to receiving supplies, equipment or services; funds are shown as an encumbrance until supplies, equipment or services are received, at which time funds are actually expended.
EQUIPMENT	Personal property necessary to conduct Area E's business, including, but not limited to furnishings, machinery, vehicles, rolling stock, and other property used to conduct Area E's business.
FORMAL BID	A <i>Bid</i> which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened and announced at a specified time at a public opening.
GUARANTEE	A pledge or assurance that something is as represented and will be replaced or repaired if it fails to meet the stated <i>Specifications</i> .
INFORMAL BID	Written, verbal, or electronic <i>Quotations</i> for less supplies, equipment and services which pursuant to this policy are not required to meet the formal bidding requirements. <i>Informal Bids</i> include unsealed written quotes, verbal quotes and quotes received via fax.
LOWEST (RESPONSIVE AND) RESPONSIBLE BIDDER	The <i>Bidder</i> submitting the lowest price and capable of performing the proposed <i>Contract</i> . See also " <i>Responsive Bidder</i> " and " <i>Responsible Bidder</i> ".
PURCHASE	Leasing, purchasing, licensing or a trade of <i>Equipment</i> or <i>Supplies</i> .
PURCHASE ORDER	A <i>Purchaser's</i> document to formalize a <i>Purchase</i> transaction with a <i>Vendor</i> . Acceptance of a <i>Purchase Order</i> constitutes a <i>Contract</i> ; a <i>Purchaser's</i> written offer to a supplier stating all terms and conditions of a proposed transaction.
PURCHASING MANAGER	Administrative Manager for the Area E Disaster Management Office.
QUALIFIED BIDDER	A "qualified" bidder, is a bidder that demonstrates the following characteristics: (1) Can provide product quality, fitness, and capacity for the required usage. (2) Has the ability, capacity, and skill to perform the contract or provide the service required. (3) Has demonstrated character, integrity, reputation, judgment, experience, and efficiency, particularly with reference to past purchases by the city or other public agencies. (4) Has the ability to perform within the time required. (5) Has shown quality of performance and/or of products provided in previous contracts or services with the city or other public agencies. (6) Note: Previous documented incidents of unsatisfactory performance and/or unsatisfactory delivery, materials, or services may also result in a determination of unqualified.

Adopted:

11xx/xx/xxx

Purchasing and Leasing Policy

QUOTATION	A <i>Bid</i> . A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective <i>Purchaser</i> , usually for <i>Purchases</i> below the amount requiring <i>Formal Bidding</i> .
REQUEST FOR PROPOSAL (RFP)	All documents, whether attached or incorporated by reference, utilized for soliciting competitive <i>Proposals</i> . The <i>RFP</i> procedure permits negotiation of <i>Proposals</i> and prices as distinguished from <i>Competitive Bidding</i> and a Notice Inviting <i>Bids</i> . The procedure allows changes to be made after <i>Proposals</i> are opened and contemplates that the nature of the <i>Proposals</i> and/or prices offered will be negotiated prior to <i>Award</i> .
REQUEST FOR QUOTATION (RFQ)	The document generally used for seeking competition on small <i>Purchases</i> or on any <i>Purchase</i> that does not require competitive <i>Sealed Bidding</i> . Can be used for obtaining price and delivery information for <i>Sole Source</i> and emergencies. Also, see <i>Quotation</i> .
RESPONSIBLE BIDDER	A person who has the capability in all respects to perform in full the <i>Contract</i> requirements, and the integrity and reliability which will assure good faith performance.
RESPONSIVE BIDDER	(1) A person who has submitted a <i>Bid</i> which conforms in all material respects to the Notice Inviting <i>Bids</i> (NIB) or (2) One whose <i>Bid</i> conforms in all material respects to the terms and conditions, <i>Specifications</i> and other requirements of the NIB.
SEALED BID	A <i>Bid</i> which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all <i>Bids</i> ; required on <i>Formal Bids</i> .
SOLE SOURCE	An <i>Award</i> for a commodity or service to the only reasonably known capable supplier due to the unique nature of the requirement, the supplier, or market conditions.
SPECIFICATIONS	A description of what the <i>Purchaser</i> seeks to buy or accomplish, and consequently, what a <i>Bidder</i> must be responsive to in order to be considered for <i>Award</i> of a <i>Contract</i> . A <i>Specification</i> may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.
SPLIT	To divide a <i>Purchase</i> into two or more parts in order to avoid the requirements of the Purchasing Policy. This action is prohibited by the Policy. If Area E knows it will use \$50,000 of a particular supply in one fiscal year and they place two orders six months apart to keep each order below the \$50,000 limit, the action is considered <i>Splitting</i> and is not allowed under the policy. Not Split: If Area E hires ABC to prepare a fee study for \$25,000 and then also hires the same company to oversee an improvement project for \$25,000, the action is not considered splitting.
SUPPLIES	Office <i>Supplies</i> , janitorial <i>Supplies</i> , materials, goods, tools, or other commodities used in the general conduct of Area E's business.

SURPLUS PROPERTY Any Area E property that is no longer needed or usable by Area E.

VENDOR A supplier of goods or services.

WARRANTY The representation that something is true. Not to be confused with "Guarantee". A representation of utility, condition, and durability made by a *Bidder* or offer for a product offered.

Policy Adopted: _____

Adopted:

13xx/xx/xxx
Purchasing and Leasing Policy

Jurupa Community Services District Policy No. 2006-02 Procurement Policy

General Purchasing Guidelines

General Provisions – The basic purchasing policy of the District is to obtain goods and services for operation at the lowest possible overall cost. This includes maintaining a purchasing system that ensures maximum use of fair and open competition and receipt of the best value for funds available, consistent with applicable laws and regulations. The purchasing functions are decentralized, with each Department responsible for compliance with District policies and procedures.

SECTION 1: LEGAL BACKGROUND

Governance of the Jurupa Community Services District is regulated by the Community Services District Law, recently amended, and recodified by Senate Bill 135 (Stat. 2005 ch. 249). (Gov. Code, § 61000 et seq.) The Community Services District Law, at Government Code section 61063 provides:

- (a) Each district shall adopt policies and procedures, including bidding regulations, governing the purchasing of supplies and equipment not governed by Article 43 (commencing with Section 20680) of Chapter 1 of Part 3 of the Public Contract Code. Each district shall adopt these policies and procedures by rule or regulation pursuant to Article 7 (commencing with Section 54201) of Chapter 5 of Division 2 of Title 5.
- (b) A district may request the State Department of General Services to make purchases of materials, equipment, or supplies on its behalf pursuant to Section 10298 of the Public Contract Code.
- (c) A district may request the purchasing agent of the principal county to make purchases of materials, equipment, or supplies on its behalf pursuant to Article 7 (commencing with Section 25500) of Chapter 5 of Division 2 of Title 3.
- (d) A district may request the purchasing agent of the principal county to contract with persons to provide projects, services, and programs authorized by this division pursuant to Article 7 (commencing with Section 25500) of Chapter 5 of Division 2 of Title 3".

In addition, Government Code section 61060, subdivision (h) authorizes the District to "enter into and perform all contracts, including, but not limited to, contracts pursuant to Article 43 (commencing with Section 20680) of Chapter 1 of Part 3 of the Public Contract Code".

SECTION 2: PURPOSE

This policy provides uniform procedures for acquiring services and materials for the District to assure purchases are accomplished in a manner providing maximum benefit and minimum cost to the District.

SECTION 3: SCOPE

All purchases of services, materials, equipment, or supplies to be paid for by the District must adhere to the methods and dollar limits as outlined in this policy. This policy does not apply to non-discretionary operating expenditures such as, but not limited to, payroll utilities, fees, and taxes. From time to time, the Board of Directors may provide direction that creates more restrictive purchasing definitions, methods of purchasing, delivery policy and dollar limits as documented in the approved Board minutes. If this policy is ever in conflict with Board directions, the direction of the Board shall govern until this policy can be revised to be consistent with the Board direction.

SECTION 4: POLICY

Authority and Dollar Limits

The General Manager shall oversee and be responsible for all procurement and related expenditures by Department Directors and managerial staff within their departments.

General Manager (or designee)	\$50,000
Department Directors (or designee)	\$30,000
Department Managers	\$15,000
Executive Assistant/Board Secretary	\$15,000
Department Supervisors	\$7,500
Community Affairs Officer	\$7,500

Only the General Manager and Department Directors may delegate their authority in their absence. Such designations shall be in writing or electronic format, and the designation shall specify a period of time. The General Manager will inform the Board President whenever he/she delegates his/her authority. Department Directors will inform the General Manager whenever they delegate their authority.

SECTION 5: DEFINITIONS

- A. Asset – Items of a fixed durable or permanent nature used in the operations of the District with a purchase cost of \$5,000 or more.

- B. Contract – An agreement between the District and one or more parties that is enforceable by law to all parties that defines the specific terms and conditions of the work to be performed and/or the materials to be supplied.
- C. Purchase Order – An electronic document approved by an authorized person of the District that memorializes the prices and terms used to purchase materials, goods and services from a vendor. An approved purchase order shall be considered a contract that binds the District in authorizing procurement with a vendor. Each department is responsible for issuing its own purchase orders.
- D. Vendor – Any individual or organization providing materials or services to the District.
- E. Single Source – A procurement where there is a compelling reason for only a preferred brand. Examples would be standardization, time schedule, technical expertise, follow-up to work on existing contract, quality of the product, etc.
- F. Sole Source – A procurement where only one viable source exists. Examples of reason could be legal restrictions of patent rights, warranty issues, original equipment manufacturer, copyrights, etc.
- G. Professional Services – Are those activities performed by a consultant who possesses a high degree of expertise in a particular profession. This would generally include (but not be limited to) architectural, accounting/auditing, environmental, design, telemetry, technical, financial, legal, economic and other administrative services.
- H. Trade Services – Shall mean the repair, rental or maintenance of equipment, machinery, and other District-owned or operated property. This would generally include (but not be limited to) electrical work, A/C repair, asphalt work, tree trimming and landscape maintenance.
- I. The District will utilize on-line purchases as part of the procurement process wherever possible to take advantage of additional savings, adhering to the same purchase procedures and approval authority limits as set forth in Section 4.

SECTION 6: PURCHASING PROCESSES

1. No purchase will be approved or undertaken unless an appropriation has been established, either through the adopted annual budget or Board approval of additional appropriations. Departments are responsible for monitoring their budgets.
2. Purchases will not be bifurcated to avoid required procedures or established dollar limits.

3. No District employee shall draft or cause to be drafted any specifications for bids in such a way as to intentionally limit the bidding directly or indirectly to any one bidder, except for a sole source or single source procurement, where warranted.
4. All departments are responsible for obtaining and maintaining their own contracts, bid proposals, and Requests for Proposals.
5. Public works contracts over \$1,000 require the District to ensure the vendor selected pays the vendor's employees prevailing wage as required by the State of California.

A. Petty Cash

The General Manager and/or the Director of Finance & Administration will determine in writing who will be responsible for each Petty Cash box used by the District and the dollar amount to be kept in each Petty Cash box. The District puts the following limitations on the use of the petty cash reimbursements:

1. Petty Cash reimbursements will be limited to reimbursing employees and other designated officials of the District.
2. The General Manager will set the reimbursement amount limit and approval authorizations by written memorandum.
3. The General Manager and Department Directors may not sign for the approval of their own reimbursements. Such individuals must obtain the approval of another Department Director or the General Manager.

B. Check Requests for Items Not Needing a Purchase Order

The check request method is used to request payment for items when the vendor does not accept a purchase order, the amount exceeds petty cash limits, and/or there is no ability to have an invoice submitted. Some examples include disbursement related to payroll, C.O.D. deliveries, education reimbursements, conference expenses, and permits. Check Request disbursements will have the following limitations except for as otherwise noted by this policy:

1. Except for payroll-related items, disbursement amounts will not exceed the authorization limits set forth in Section 4.
2. Check Request disbursements may not be used to substitute for a purchase order.
3. Check Request disbursements may not be made to a contractor performing work under a public construction contract whereby the disbursement will

exceed the prescribed limit of payments under the construction contract.

4. Check Request disbursements for land purchases, right of way acquisitions, and easements must be approved through the Board process with the District's legal counsel input regardless of dollar amount. The Check Request is subsequent to the Board action.
5. Except for the payment of taxes and court order prescribed garnishments, all payroll-related disbursements must derive from a contract or benefit approved by the Board of Directors.

C. Purchases Less than \$500:

No purchase order is required for purchases of materials and supplies under \$500; a handwritten purchase requisition will suffice.

1. An employee must obtain authorization from a supervisor for the purchase of items under \$500.
2. Once authorization is obtained, a supervisor must approve the invoice before being submitted to Finance Department for payment.
3. Back-up documentation (i.e. check request for or e-mail approving purchase) should be attached to the invoice.

D. Purchase Orders

Purchase Orders are the preferred method for contractual services that are less than \$5,000 and for procuring materials and supplies up to \$50,000. The following limitations are applied to the use of Purchase Orders:

1. All Purchase Orders must be authorized by an individual with the proper dollar authorization as noted in this policy.
2. Regular Purchase Orders will be used for contractual services that are less than \$5,000 and for procuring materials and supplies up to \$50,000.
3. Prior to the authorization of procurement of \$5,000 or more, District staff must have a written price quote (multiple quotes if \$10,000 or more) and clear description of materials and/or scope of work associated with procurement.
4. Procurement of materials and contractual services in excess of \$5,000 will be consistent with the Uniform Commercial Code.
5. Procurement of items for the District in excess of \$5,000 must be in writing.

E. Purchases of Materials and Supplies Greater than \$500 and Less than \$50,000

General – Provide guidelines for the purchase of general supplies, materials and equipment. General supplies, material and equipment shall consist of any and all tangible items necessary for day-to-day operations excluding any goods purchased as part of a Public Works Project (see below). When goods and services are purchased together, this section shall apply if the majority of the purchase is for goods.

Price Quotes:

1. No price quotes are needed for purchases of \$499 or less, but comparative shopping on common items is advised.
2. For purchase orders of routine items from \$500 to \$2,500 on the approved vendor list, price quotes are not needed.
3. Except as provided in Section 6.E.2. above, for purchase orders of items from \$500 to \$4,999, departments are to obtain two (2) telephone quotes (includes online quote) and electronically attach product specifications to purchase order. If two quotes cannot be obtained, a written explanation as to why two quotes were not obtained needs to be documented in the “notes” section of the purchase order.
4. For purchase orders of items from \$5,000 to \$49,999, departments are to obtain three (3) written quotes and electronically attach product specifications to the purchase order. Documented e-mails and faxes are acceptable. If three quotes cannot be obtained, a written explanation as to why three quotes were not obtained must be documented in the “notes” section of the purchase order.
5. For purchases greater than \$50,000, a formal bidding process should be followed, and the Board must approve the selected vendor.

Purchase Procedures:

1. Each Department will prepare purchase orders for items being charged against their expense accounts. All purchase orders will be prepared by the requesting department. The pricing, item description, vendor information (name, address, phone number), date, and account coding must be indicated on the purchase order. A shipping point should always be listed on the purchase order.

2. Each completed purchase order will be routed directly to the appropriate person based on department and the dollar amount of the purchase order for approval (see Section 4: Policy).
3. Purchase orders for procurements of \$50,000 or more must indicate the District Board meeting where it was approved and must be sent to the Board Secretary for approval in New World Systems after the Board approval. For items generated out of the Board/GM Services Department, the Finance Manager will approve items over \$50,000 approved by the Board.
4. The General Manager and the Department Directors may authorize purchases and contractual services that cost \$50,000 or more for emergencies that threaten District personnel or property or the safety of the general public. An emergency is an event which adversely affects the ability of the District to carry out its functions, or puts District personnel or property in jeopardy, or which jeopardizes the health or safety of the community and its residents. Competitive bidding requirements are suspended for such emergency situations. Emergency procurements of \$50,000 or more must be submitted for ratification by the District Board as soon as practical, but at least within 45 days after their completion.

F. Purchases of Professional/Trade Services Greater than \$500 and Less than \$50,000

1. Purchase orders for professional services do not require competitive bids. Such purchase orders should have service contracts or proposal letters attached. However, professional trade services totaling more than \$30,000 need pre-approval by the General Manager before undertaking competitive proposals or request for qualifications.
2. The District will use a standard prescribed contract as drafted by the District legal counsel for all professional/trade services costing \$5,000 or more. The standard District contract will serve in lieu of an issued purchase order. A purchase order will be used for contractual services that are less than \$5,000.
3. Departments may prepare the standard prescribed contract with the scope of work as an exhibit for submission to their department. Departments may choose to have their Department Director sign their professional services contracts for up to \$29,999.
4. Professional/trade services contracts from \$30,000 to \$49,999 must be signed by the General Manager.

5. The original signed contract should be forward to the Records Retention Department. A copy of the contract should be retained by the department managing the contract and provided to Accounts Payable for payment verification.
6. Professional/trade services costing over \$50,000 are required to go through a formal RFP process and must be approved by the Board.
7. The District will require that vendors providing professional services of \$25,000 or more maintain general liability indemnification of \$1,000,000 and name the District as an additional insured.

G. "Single" or "Sole" Source Purchases

1. Purchase orders for items from \$500 to \$29,999 to vendors based on "sole/single source" need approval from the Department Director and the Director of Finance & Administration. Approvals must be obtained prior to initiating the service or ordering the item. Adequate documentation should be provided (i.e. a memo) to support reasons for "sole/single sourcing" a purchase.
2. Purchase orders for items from \$30,000 to \$49,999 to vendors based on "sole/single source" need approval from the Department Director and the General Manager. Approval must be obtained prior to initiating the service or ordering the item.

H. Contracts Not Requiring Board Approval

The District recognizes that at times it may be best served to use a bi-lateral contract for the purposes of securing contractual services or specialized supplies. For this reason, the District will use written contracts for all contractual services in excess of \$5,000 with the following limitations:

1. District Officials will use a standard prescribed contract as drafted by the District's Legal Counsel.
2. The District Legal Counsel may designate the use of certain standard professional agreements used by the following industries: engineering, architectural, auditing and any other industry as determined by District Legal Counsel. However, all such agreements cannot diminish the District need for workers compensation insurance from a service provider or insurance indemnification as prescribed by the District's Legal Counsel.
3. From time to time, the General Manager or the District Legal Counsel may prescribe the need for professional liability insurance or errors & omission coverage on any contractual services regardless of dollar amount.

4. Contractual agreements will be used for specialized supplies whereby the District may be better protected in regards to warranties as determined by the General Manager. The District will be better protected for the enforcement of warranties if the vendor agrees to them in writing.
5. Contractual agreements for services in excess of \$25,000 will require the vendor to provide at least \$1,000,000 in general liability indemnification for the District.

I. Contracts Requiring Board Approval

The District recognizes that at times it may be best served to use a bi-lateral contract for the purposes of securing contractual services or specialized supplies. Whenever applicable, the District will utilize a competitive process and use Request for Qualifications/Proposals (RFQ/RFP) in securing contracts for services and supplies. The District will use written contracts for all contractual services and the procuring of specialized supplies with the following limitations:

1. Contracts for the procurement of services or specialized supplies of \$50,000 or more, or a projected cumulative annual total of \$50,000 or more, shall be approved by the District's Board of Directors.
2. District Officials will use a standard prescribed contract as drafted by the District's Legal Counsel.
3. The District Legal Counsel may designate the use of certain standard professional agreements used by the following industries: engineering, architectural, auditing and any other industry as determined by District Legal Counsel. However, all such agreements cannot diminish the District need for workers compensation insurance from a service provider or insurance indemnification as prescribed by the District's Legal Counsel.
4. From time to time, the General Manager or the District Legal Counsel may prescribe the need for professional liability insurance or errors & omission coverage on any contractual services.
5. Contractual agreements will be used for specialized supplies whereby the District may be better protected in regards to warranties as determined by the General Manager. The District will be better protected for the enforcement of warranties if the vendor agrees to them in writing.
6. Contractual agreements for services will require the vendor to provide at least \$1,000,000 in general liability indemnification for the District.
7. Contract terms will be noted and will be based on the nature of the contractual services or supplies contracted for.

8. The General Manager's office (or designee) will issue a notice of award for all agreements authorized by the Board of Directors.

J. Public Construction Contracts

The District will adhere to the statutes and regulations as prescribed by the Public Contract Code with the additional following limitations:

1. The Department of Engineering & Operations will be in charge of bidding public works projects of \$25,000 or more. All departments will work cooperatively with the Engineering & Operations Department in preparing specifications for their projects. The Engineering & Operations Department will keep the Finance Department informed of the progress of all projects that are going out for bid.
2. After the District Board awards a public works project, Engineering & Operations Department will submit a standard District construction contract with a bid summary to the General Manager the day following the District Board approval. The General Manager will sign two original construction contracts, one for the District and one for the contractor. The original signed contract will be kept by the General Manager's office.
3. Copies of the signed contracts will be sent to the Finance Department and the Engineering & Operations Department. Bid specifications need not be forwarded to the General Manager's office, since the Engineering & Operations Department maintains the original bidding files for all public works projects.
4. Public Construction contracts of \$50,000 or more shall be submitted to the Board of Directors for approval.
5. Public Construction contracts in excess of \$25,000 will require the contractor to provide at least \$1,000,000 in general liability indemnification for the District.
6. The General Manager or District Legal Counsel may prescribe higher general liability indemnification amounts for larger construction projects.
7. The General Manager may prescribe additional written procedures and limitations for public construction work that is less than the above-noted amount.

K. Debt Service Payments

The District will adhere to all previously-approved bond documents and leases entered into and approved by the Board of Directors as documented in the approved minutes for the purpose of making debt service payments and lease

payments with the following limitations:

1. The District Board shall approve a budget that specifies the prescribed debt service and lease payments for each fiscal year. The budget document shall specify the funding source of each such payment.
2. District staff need not use a purchase order or written contract for the purpose of making a debt service or lease payment.
3. District staff need not use a purchase order or written contract for the purpose of paying customary services related to administering a bond issue (i.e. trustee fees, brokerage fees, etc.), as long as those services do not contradict the original bond documents or lease arrangements and those services.

L. Electronic Payments

The Accounting Department will provide for electronic payments for the following types of Invoices:

Debt Service Payments and trustee fund transfers
Payments to other governmental agencies (IRS, CDA, etc.)
Any vendor payment in excess of \$30,000.00

All electronic payments will require two individuals to implement. The initiator will enter the transfer but may not authorize the transaction. The authorizing employee must be a manager above the initiating employee.

All electronic payments shall be summarized and approved by the Director of Finance & Administration or Finance Manager prior to entry in the online system.

Any vendor desiring payment electronically must provide wiring instructions consisting of not less than the information below on company letterhead.

Name of Company
Company Address
Name of Bank / Institution
Bank/ Institution Address
Account Number
Routing Number

M. Vehicles

1. The Facilities & Fleet Supervisor is responsible for maintaining the authorized department fleet and the procurement of all vehicles.

2. Departments should submit all replacement and new vehicle requests through the Facilities & Fleet Supervisor as part of the annual budget process review and approval.

Capital Vehicle expenditures will be addressed in one of two ways:

- a. Replacement vehicles will require Board authorization through the Annual Budget approval process. Board approval is required for the actual purchase authorization.
- b. Additions to the authorized department fleet vehicles, whether a product of additional staffing approvals, or changes in department services, will require specific Board approval and funding authorization.

N. Surplus Property

All District staff shall submit to the Facilities & Fleet Supervisor annually prior to March 1st, a report showing all supplies, materials and equipment that are no longer used or, as applicable, worn out or obsolete.

The department will coordinate with the Facilities & Fleet Supervisor and the Accounting Manager. The Accounting Manager will identify all items to be removed from the District asset records, if applicable.

Items identified as surplus for disposal will be listed on the attached District-approved report form and forwarded to the Finance Committee for review and possible recommendation to the Board to be declared as surplus for sale or other disposal.

Upon Board approval, the surplus items will be sold at auction, if possible, or otherwise transferred to a charity or disposed of in a manner deemed appropriate by the Facilities & Fleet Supervisor and approved by Legal Counsel.

Members of the Board and District staff involved in the decision to declare items surplus are not allowed to purchase any of those items at auction.

Area E Executive Committee Mtg.
 September 3, 2015
 La Mirada 2:00-4:00 p.m.

	Last Name	First Name	Agency	Signature	
1	Armet	Cullen	Area E DMAC		
2	Barnes	Stacy	City of Compton		
3	Cerda	Jennifer	Area E Staff		
4	Hill	Rod	City of Whittier		
5	Hockman	Joel	City of Bellflower		
6	Koomen	Sheri	City of South Gate		
7	Palta	Ashu	LA Co OEM		
8	Stevens	Andrew	City of Downey		
9	Vialpando	Andrew	City of La Mirada		
10	Villa	Zaira	Area E Staff		
11					