

## SHASTA COMMUNITY SERVICES DISTRICT SURPLUS DISPOSAL POLICY

The purpose of this policy is to standardize the procedures for the disposal of surplus equipment, vehicles, and salvage items of the Shasta Community Services District (SCSD) and to set forth the duties and responsibilities of the General Manager, Board of Directors (Directors) and District Staff.

**The General Manager shall determine if an item is to be declared “surplus” following the procedures listed below:**

1. “Surplus” shall be defined as : any piece of equipment, vehicle or other item owned by the District that is no longer required, or has been replaced by a newer, updated unit, and has been so designated by the General Manager.
2. It is the intent of the District to sell surplus items to garner the greatest monetary value possible using a minimum bid on a case-by-case basis.
3. All items estimated by the General Manger to have a value of more than \$500.00 shall be sold via GovDeals.com after having been advertised in the monthly water bill, posted on the District’s website shastacsd.org, posted on the district’s office bulletin board and at least one other community location for a period of at least ten business days after the water bills are mailed. The closing date for bids, the awarding date and time of the sale, the sale location, the inspection period and the item number and description will be included in the notice.
4. If the surplus item up for bid fails to generate any bids after the close of the bidding period, the General Manager shall dispose of it in any legal manner such as selling it as scrap or donating to a non-profit organization upon approval by the Board of Directors.
5. The highest bidder will be declared the winner and will need to follow the full terms and conditions of GovDeals.com (see exhibit A)
6. Any surplus item valued at under \$500.00 shall be disposed of in the manner outlined in #3 through #5 above and, at the General Manager's discretion; he may directly utilize item #4.

Passed and adopted by the Shasta Community Services District at a regular meeting thereof held on April 16<sup>th</sup>, 2024, by the following vote:

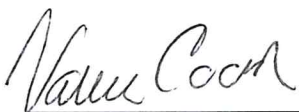
AYES: 5

NOES: 0

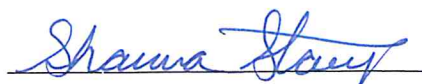
ABSTAINS: 0

ABSENT: 0

ATTEST:



Board President  
Valerie Coon



Secretary to the Board  
Shawna Staup

Exhibit A

GovDeals.com

Government Auction  
website.

Client Name

City, State

## Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

**Guaranty Waiver.** All assets are offered for sale "AS IS, WHERE IS." Client Name (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, all sales are final.

**Personal and Property Risk.** Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

**Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

**Buyer's Certificate.** If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

**Buyer's Premium & Additional Fees.** If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

**State/Local Sales and/or Use Tax.** Buyers are subject to State and/or local sales and/or use tax unless they provide a proper exemption certificate. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Seller assume responsibility for packing, loading or shipping. See instructions

## Exhibit A continued

on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** Seller will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

**Approval.** Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

**Sales to Employees.** Employees of the Seller may bid on the property listed for auction, so long as they do NOT bid while on duty.