

**APPROVED**  
**NCCC**  
**GOVERNING BOARD**  
**MINUTES**

**June 8, 2009**

The North Central Counties Consortium Governing Board met on the above date at 2:00 p.m. at the Sutter County Administrator's Office in Yuba City.

**ROLL CALL**

**Governing Board Members Present**

Roger Abe	Larry Munger
Tom Indrieri	Tracey Quarne

**Governing Board Members Absent**

Carol Huchingson

**PUBLIC COMMENT**

There were no comments from the public.

**CLARIFICATION OF CONDITIONAL APPROVAL TERMS ASSOCIATED WITH THE CONTRACT AWARD OF THE LAKE COUNTY ONE STOP CAREER CENTER OPERATION TO THE LAKE ONE STOP INC.**

*Discussion:* Francene Kennedy referred to unapproved, draft meeting minutes of the May 14<sup>th</sup> Governing Board meeting and she stated the purpose of today's meeting was to clarify the motions made by the Board regarding the conditional awarding of the Lake County RFP. Francene summarized that the Governing Board and the WIB met on May 14<sup>th</sup> and one item for approval was the conditional awarding of the Lake RFP. The dialogue and Governing Board motion was broadly and intensely discussed and this discussion was captured through many iterations of the newness as the motion was stated but also went back and forth to the NCCC Executive Director in interpretation of the issue. However, when the motion was introduced at the WIB meeting, which followed the Governing Board meeting, there was a condition left off and the WIB deferred to adopting the full motion of the Governing Board but also in turn to the NCCC Executive Director for clarification. At that point, additional discussion ensued; this discussion brought forth the language and all conditions from the Governing Board session.

The Governing Board reviewed the motion that was made at the May 14<sup>th</sup> meeting and the items in question:

On a motion by Tracey Quarne and seconded by Tom Indrieri, the Governing Board accepted the recommendation of the Selection Committee as delineated by NCCC's Executive Director to accept the proposal of the Lake One Stop Inc. non profit entity with the following conditions:

- 1) Negotiate the contract to secure a full acting non profit board to include a Chair and public and private membership;
- 2) A “qualified permanent” (*as clarified below*) Executive Director or CEO must be identified by the Lake One Stop Inc. with evidence of an employment contract included by June 15, 2009;
- 3) The Lake One Stop Inc. must identify with appropriate paperwork an adopted healthcare plan and an adopted retirement program for their employees by June 15, 2009;
- 4) The Lake One Stop Inc., must ensure all employees are transferred under the non profit entity as the employer of record and ensure all employee payroll and benefit procedures are in place effective June 15, 2009; and
- 5) Any other conditions previously outlined by NCCC Executive Director Kennedy must be finalized by June 15, 2009.

Failure to comply with these conditions by June 15, 2009 will automatically trigger negotiations of an award of the contract to the second bidder – Lake County Department of Social Services. *Motion Carried.* Carol Huchingson abstained.

*Item #2:* It was noted that all conditions being captured and noted for the actual minutes had been fairly articulated except for the ambiguous term of “new”, which was used in discussion but not in motion. Although the term was not a part of the motion in the initial reading in the Governing Board session, the term was a part of the discussion and as the motion was re-read in the WIB meeting. While the term “new” was a discussion point for many it was not a formal condition. The spirit of the discussion and intention was for the condition to be a permanent qualified Executive Director for the Lake One Stop. The NCCC Executive Director’s condition, which comes into discussion as to the “new” is most related to an open process in a search for an Executive Director; inferring to a new process not necessarily a new individual. This motion does not preclude a particular person. The choice of that decision will be made by the Lake One Stop Inc. and their selection committee. Therefore, this motion’s intent was never directed towards an individual.

It was also noted that Lake One Stop Inc. board members were not in attendance at the May 14<sup>th</sup> meeting during the public comment period. However, the next morning following the meeting, the Lake One Stop Inc. board immediately requested the minutes that stated this motion, which placed NCCC staff at a disadvantage to immediately begin the transcribing for purposes of the conditions. NCCC realizes the importance of Lake One Stop Inc. to have those conditions to continue and move forward due to the quick timeline they were given. They were provided draft language pertaining to the conditions, which were the draft informal minutes that were presented to the Board today.

Tom Indrieri recalled that the word “new” was not a part of the motion but was mentioned in the spirit of the discussion. Mr. Indrieri stated that the intent of the motion was to express the Board’s recommendation for a qualified permanent Executive Director at the Lake One Stop, since the leadership for some time had been on an interim basis. Roger Abe concurred with Mr.

Indrieri and added that it was not the Board's intent to say that the Interim Director could not be the Executive Director; the Board wanted to ensure that the position was filled not on an interim basis but on a permanent full-time basis by a qualified individual. NCCC's WIA consultant John Chamberlin stated that "qualified permanent" was appropriate terminology.

**Clarification of Item #2:** The quorum of the Governing Board members present agreed that the intent of the term "new" was meant to be "qualified permanent" and this clarification should be reflected in the May 14<sup>th</sup> minutes. WIB Chair Doug Sloan acknowledged that the clarification of this motion applied to the WIB's action as well, since the WIB concurred with the Governing Board's action.

**Item #5:** Clarification was requested of the Board on item #5 as it pertains to the interpretation of "any other conditions".

**Clarification of Item #5:** Roger Abe stated that the intent of the language was meant as it applies to all normal and standard conditions and requirements that go along with the award of this type of contract. Mr. Abe added that if there were any other conditions specific to the proposal and award of this contract they would have been specifically outlined. NCCC's legal counsel commented that the language may have been used partially to include concerns of the selection committee, which they wanted to be addressed with the winning bidder; thus, the intent of the language "any other conditions" was used as a catch-all to address these concerns if they had not been captured in conditions 1-4. The quorum of the Governing Board members present concurred with this interpretation.

**Final Statement:** Clarification was requested of the Board on the final statement of the motion as it pertains to the language "automatically trigger".

**Clarification of Final Statement:** It was noted that negotiations occur with any contract; however, this terminology may infer that no negotiations would take place if the contract were to be awarded to the second bidder. Board members stated that contract negotiations are necessary to ensure contract requirements are met and a smooth transition of the program takes place. It was also noted that NCCC is not obligated to award the contract to any bidder. NCCC legal counsel commented that the reason for the term "automatically" may have been to state that there would be no further negotiation with bidder #1 if the outlined conditions were not met by the specified date; consideration would then turn to bidder #2 who would also have to meet essential qualifications. Therefore, the award to bidder #1 would automatically end and negotiations could begin with bidder #2. Seeing that bidder #2 was not the higher score bidder and deficiencies were found with their proposal as well, it was noted that they would not necessarily be awarded the contract. As mentioned in discussion and stated in the RFP, NCCC reserves the right to reject any or all proposals. The quorum of the Governing Board members present concurred with this interpretation of the language and this clarification should be reflected in the May 14<sup>th</sup> minutes.

**Amended Language to Final Statement:** Failure of the Lake One Stop Inc. to comply with these conditions by June 15, 2009 will automatically terminate the award of the contract to them and will trigger negotiations with the second bidder – Lake County Department of Social Services.

**PROCESS FOR THE LAKE COUNTY DEPARTMENT OF SOCIAL SERVICES  
SCHEDULED APPEAL COMMITTEE HEARING ON JUNE 19<sup>TH</sup> AT 1:00 PM**

The Lake County Department of Social Services has appealed the RFP award to Lake One Stop Inc. An appeal committee hearing will be held on June 19<sup>th</sup> at 1:00 pm at a location to be determined. Francene Kennedy handed out NCCC's Procurement Policy and reviewed the appeal process. NCCC received a letter in writing from Lake County Department of Social Services Director Carol Huchingson, who is also Lake County's representative on the Governing Board, which outlines two reasons for the appeal. NCCC's WIA consultant John Chamberlin is assisting in assembling an impartial committee of three that will include individuals who are well-versed in WIA law. The members of the Appeal Committee will be appointed by Governing Board Chair Larry Munger. The question was asked if Governing Board members needed to be present at the hearing. Francene answered that it is important for members of the board to be available. It was noted that if three or more board members would be in attendance and engage in discussion, then the session would need to be noticed and agendized.

The board members decided to call a special Governing Board meeting on June 19<sup>th</sup> in the event that three or more board members should be present and should wish to discuss the outcome of the appeal. NCCC legal counsel mentioned that the Committee will have up to 14 calendar days after hearing the appeal to make a decision; though, a determination could also be rendered at the time of the hearing. The decision of the Appeal Committee shall be binding unless reversed by vote of the NCCC Governing Board, or by the State of California.

Discussion was held on the appropriate description of the item for the special meeting agenda and whether the item should be discussed in open or closed session. The item to be agendized will be described as, "*Discussion/Possible Action Resulting from the Appeal Hearing Pursuant to Section V.D. of the NCCC Procurement Policy.*" An additional item will be on the agenda stating that a closed session may be held during the meeting concerning litigation. If it should be necessary for the Board to go into closed session, the item to be discussed will be orally announced prior to the closed session. The Board wished to discuss the two items outlined in Lake County's appeal letter and recessed into a closed session.

**CLOSED SESSION REGARDING LITIGATION PURSUANT TO GOV. CODE §54956.9**

The Governing Board recessed into closed session relating to a conference regarding potential litigation pursuant to Government Code §54956.9.

**REPORT OUT OF CLOSED SESSION**

Back in open session, Larry Munger announced that the Governing Board took no action regarding potential litigation.

**OTHER BUSINESS**

There were no other matters brought before the Governing Board.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 3:35 p.m.

**ATTEST:**

**APPROVED ON:**

---

Larry Munger, Chairperson  
Governing Board