County of Lassen
ADMINISTRATIVE SERVICES

CHRIS GALLAGHER
District 1
DAVID TEETER
District 2
JEFF HEMPHILL
District 3
AARON ALBAUGH
District 4
TOM HAMMOND
District 5

Richard Egan
County Administrative Officer
email: coadmin@co.lassen.ca.us

County Administration Office
221 S. Roop Street, Suite 4
Susanville, CA 96130
Phone: 530-251-8333
Fax: 530-251-2663

July 26, 2019

TO: Board of Supervisors
Agenda Date: August 13, 2019

FROM: Richard Egan, CAO

SUBJECT: Exploration of management options for the Lassen Regional Solid Waste Management Authority

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RECOMMENDATION: Provide direction to staff.

PRIOR BOARD ACTIONS: See attached Joint Exercise of Powers Agreement (JPA) Establishing Lassen Regional Solid Waste Management Authority (Authority); Amendment Number 1; Second Amendment.

The Authority has a five member board of directors. The Board of Supervisors makes three annual appointments (two regular and one alternate member) to the Authority's Board of Directors: Supervisor Albaugh, Supervisor Gallagher and Supervisor Hammond (Alternate). Other members serve from the City of Susanville City Council, and, a public member also serves as a director.

Fund 585, Budget Unit 241, Solid Waste, is approved as part of the County's budget by the Board of Supervisors.

DISCUSSION: At its July 23, 2019, regular meeting, the Lassen Regional Solid Waste Management Authority (Authority) reported out of closed session the formation of an ad hoc committee comprised of Director Gallagher and Director Stafford for the purpose of exploring options for the management of the Authority.

The Authority is independent and separate in its decision-making from the county. Professional services for general management, engineering, and legal are provided to the Authority by independent contractors (i.e. see attached agreement with TGV Solid Waste Inc.).

County employees, 11.85 FTEs, staff the Authority's office and landfill operations.

FISCAL IMPACT: None. Pursuant to JPA Agreement Article V, Section E, City of Susanville and County of Lassen charges against the Authority are recoverable through the A-87 or approved by the Authority before services are rendered. The Authority's approval of an annual

budget is considered to be the Authority's pre-approval for those services pursuant to Article V. Presently, daily staffing of front-office duties, landfill staffing and equipment operators are employees of the County and the Authority' compensates the County for those costs.

OTHER AGENCY INVOLVEMENT: City of Susanville

ALTERNATIVES: To be determined.

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RE:ts

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DUPLICATE ORIGINAL

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

THIS AGREEMENT is made and entered into by and between the County of Lassen (hereinafter referred to as "County") and the City of Susanville (hereinafter referred to as "Susanville") (Collectively referred to as "parties"); the parties understand and agree as follows:

WHEREAS each of the parties has the common power to collect rates, assessments and fees for the planning, acquisition, construction, reconstruction and maintenance of solid waste and sanitation facilities pursuant to California Health and Safety Code Sections 5470, et seq.; and

WHEREAS Sections 40970 through 40975 of the California Public Resources Code (hereinafter referred to as "PRC") allow cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated Waste management Plans, in order to reduce the cost of reporting and tracking disposal and diversion programs by individual cities and counties, and to increase the diversion of solid waste from disposal facilities; and

WHEREAS by the Agreement the parties intend that the public entity (Authority) created by this Agreement shall have the powers of and be fully considered as and will be a regional Agency as defined in PRC Sections 40970, et seq.; and

WHEREAS the public entity created by this Agreement shall be, in addition to its other functions, duties and powers as set forth herein, a Regional Authority for all the purposes of a Regional Authority, including, but not limited to:

A. the funding and updating all state mandated programs, including, but not limited to, the source reduction and recycling element, household hazardous waste programs, monitoring and reporting to member jurisdictions and to the appropriate state Authority for compliance with the California Integrated Waste Management Act of 1989, allowing for the efficient operation of regional diversion programs;

B. developing the Regional Integrated Waste Management Plan containing state mandated elements, for the Lassen Regional Solid Waste Management Authority;

C. serving as the Authority resonsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 441780 and 41821.5; and

WHEREAS each party is desirous of entering into an agreement with the other party for the formation of a common authority to plan, acquire, fund construct, and operate all solid waste facilities and services as provided in the Health and Safety Code; and

WHEREAS the requirements for forming a regional authority as set forth in PRC Section 40975 have all been met as set forth in Attachment "A" to this Agreement;

NOW, THEREFORE, IT IS AGREED that a joint powers authority is established as follows:

ARTICLE I - AUTHORITY CREATED

There is hereby created a public entity, as defined in Government Code Section 811.2, which shall be known as the LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY (hereinafter "Authority"). The Authority is formed by this Agreement pursuant to Government Code Sections 6500, et seq. The Authority shall be a public entity, separate from the parties hereto. The Authority will be duly registered with the California Secretary of State and the Clerk of the County of Lassen pursuant to Government Code Section 53051.

ARTICLE II - PURPOSE OF AGREEMENT

This Agreement is for the purpose of creating a public entity which shall serve as a Regional Authority, as provided in PRC Section 40980, et seq., and as a public entity with the authority to fund, plan, operate, administer and maintain solid waste facilities, sites and services, including all mandated costs for planning, waste, diversion, and both closure and post-closure of sites, as well as public education, waste transfer, material recovery, recycling, household hazardous waste programs, and other AB 939 programs.

ARTICLE III - BOUNDARIES OF THE AUTHORITY

The geographic boundaries of the authority shall be the boundaries of the County of Lassen, which shall include the City of Susanville.

ARTICLE IV - TERM

This Agreement shall become effective as of the date of execution by both parties and shall continue in full force and effect until terminated.

ARTICLE V - BOARD OF DIRECTORS AND OTHER DESIGNATED OFFICERS

The Board of Directors of the Authority ("Board") shall consist of five Directors, consisting of two

Directors appointed from each of the parties and one Director to be appointed at large by a least three votes of the remaining four. No person who has any direct of indirect financial interest in any solid waste collection or processing business shall be eligible to serve as a Director.

All Directors shall be selected from a list of eligible applicants. The County and Susanville shall each formulate its own list. The Directors shall serve for a term of one year, except that the Director at large shall serve for a term of two years. Each Director shall be eligible for reappointment, so long as he/she continues to be otherwise eligible. No County employee or City employee shall be selected as the fifth Director. TERM

If the selection of a fifth Director cannot be agreed upon by the method described above, then he/she shall be selected by chance from a pool consisting of the remaining applicants. The applicant pool shall contain an equal number of residents of the incorporated area and residents of the unincorporated area.

Each party may appoint alternates for its appointed Directors. An alternate shall have the full rights and privileges of a Director when seated on the board. An alternate for the Director-at-large shall be selected in the same manner as that Director.

Any Director may be removed by not less than three votes of the remaining Board, for good cause.

The Board of Directors of the Authority shall organize as follows:

A. the Board of Directors shall elect a chairperson and a vice chairperson from its membership for a term determined by the Board. The chairperson, and in his/her absence, the vice chairperson, shall preside over the meetings;

B. the Board of Directors shall appoint a secretary to serve at the pleasure of the Board, who need not be a member of the Board. The secretary shall be responsible for the minutes of the meetings. The secretary shall be paid by the Authority Board from revenues received by the Authority;

C. the County Treasurer of Lassen County is hereby designated as Treasurer of the Authority. The Treasurer is designated as the depository of the Authority, to have custody of all the money of the Authority, from whatever source, and as such, shall have the powers, duties and responsibilities specified in Government Code Section 6505.5.

D. the County Auditor of Lassen County is hereby designated as controller of the Authority and as such shall have the powers, duties and responsibilities specified in Government Code Section 6505.5. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority Board of Directors.

E. Charges to be made against the Authority for the services of any City or County employee or official, including but not limited to the County Treasurer and County Auditor, shall be determined by the County Auditor pursuant to Federal Cost Allocation Manual OMB A-87, for the appropriate year. The charges shall be submitted to the Authority for approval before payment is made. Any services to be performed by any County or City employee or official, other than the County Treasurer and County Auditor, shall be approved by the Authority before such services are rendered.

F. the Treasurer and Controller are designated as the public officers or persons who have charge of, handle, or have access to any of the property or funds of the Authority, and each officer shall file an official bond with the secretary of the Authority. The requirement may be satisfied by the official bond of such officer obtained in connection with their offices as County Treasurer and County Auditor, respectively.

G. the Board of Directors may adopt such bylaws as are deemed necessary and may, from time to time, adopt such rules and regulations for the conduct of its meetings and affairs as may be required. Any bylaws or rules and regulations adopted by the Authority may be amended at any time by a majority vote of the entire board where at least one (1) Director from County and one (1) Director from Susanville vote in the affirmative. ✓

H. to establish committees from its own membership or advisory committees which may include individuals not on the board when approved by majority vote of the entire board where at least (1) Director from County and one (1) Director from Susanville vote in the affirmative.

I. An Interim Authority Manager, whose term of employment shall not exceed three (3) months without approval of the Board of Directors, shall be hired by the Board of Directors. The purpose of said Interim Authority Manager shall be to assist the Board of Directors to (1) establish the Authority Policies and Procedures, (2) prepare a budget and (3) assist the Board of Directors in operational methods of the Authority. The salary or contract pay, as the case may be, for said Interim Authority manager shall be paid from the Reserve Trust Funds transferred to the Authority herein.

ARTICLE VI - ASSETS AND FUNDING

A. The County of Lassen Shall Transfer to the Authority the following funds, equipment, assets and property:

1. The sum of approximately three million, eighty three thousand, seven hundred seventy dollars ($3,083,770.), of solid waste reserve trust funds, the source of which is as follows:

a.	Solid Waste Parcel Assessment Trust		$1,070,237. See Exhibit A.
b.	Lassen County Closure Trust		$1,052,252.
c.	Solid Waste Operating Fund (105)		$ 961,281.
		Total	$3,083,770.

Some of these fees have been accumulated for the purpose of closing Herlong, Ravendale, Madeline, and Bieber solid waste sites and for establishing a closure trust fund for the future closure of Westwood and Bass Hill solid waste sites. Said funds shall be transferred to the Authority no later than thirty (30) days after this Agreement has been signed by all parties hereto.

2. The inventory of equipment attached hereto as Exhibit B.

3. County shall lease to the Authority for a period of fifty-five (55) years, for a total consideration of $1.00, the following sites:

a. Closed
   - i. Clear Creek
   - ii. Sunnyside
   - iii. Pittville
   - iv. Wendel
   - v. Westwood
   - vi. Spaulding
   - vii. Doyle
   - viii. Little Valley

b. Existing Landfills
   - i. Madeline
   - ii. Ravendale
   - iii. Herlong
   - iv. Bass Hill
   - v. Westwood
   - vi. Bieber
   - vii. Stones
   - viii. Litchfield
   - ix. Adin

c. Transfer Stations
   - i. Bieber
   - ii. Herlong
   - iii. Little Valley
   - iv. Madeline

v. Ravendale
vi. Spaulding
vii. Stone's
viii. Wendel

B. The City of Susanville shall transfer to the Authority the following funds, equipment, assets and property:

1. City shall lease to the Authority for a period of fifty-five (55) years, for a total consideration of $1.00, all real property or any interest therein owned by the City of Susanville and currently known as closed solid waste sites including Lassen College dumpsite, Skyline solid waste site, and South Street solid waste site.

C. In consideration of the foregoing, and at no cost to County or City, the Authority shall, in addition to the responsibilities and duties it is to perform under this agreement:

1. be responsible for monitoring of ground water at the solid waste sites, and bidding, performing and completing all work involved therein;

2. as to those sites not yet closed, shall provide all closure plans, and bid, perform and complete all closure work;

3. maintain the equipment and real property and provide necessary equipment, materials and labor to do so.

4. upon written request by City or County for Authority's approval, and written authorization by Authority granting such approval, City or County may place impervious surfaces over the sites of the real property it has leased to Authority or develop other uses on said real property that will be to the advantage of City or County and Authority.

ARTICLE VII - LIABILITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief disability, workers' compensation and other benefits which apply to the activity of the officers, agents, or employees of any of the parties when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties of this agreement. None of the officers, agents, or employees appointed by the Board of Directors shall be deemed by reason of their appointment by the Board to be employed by any of the parties or by reason of their appointment by the board to be subject to any of the

requirements of such parties.

ARTICLE VIII - POWERS OF THE AUTHORITY

The Authority shall have the power in its own name to do any of the following, and shall use the power to do those things necessary to effect and/or implement any of the following:

A. upon a three-fifths (3/5) vote of the board, to prescribe, revise and collect fees, tolls, assessment, rates, or other charges to pay the cost for services and facilities, within its territorial limits, in connection with solid waste needs, or State and Federal Laws regulating solid waste requirements and services;

B. to receive and operate from funds or assessments properly levied by the Authority.

C. to determine the solid waste services in which it shall engage, for the benefit of the Authority and the constituents it represents. The County and Susanville may provide additional services and duties in the solid waste field at their respective costs levied by the entity providing the services and duties;

D. to use revenues from the aforementioned sources which shall be used only for the administration, education, planning, acquisition, construction, reconstruction, maintenance, operation, closure, post closure of solid waste facilities and activities, including all state mandated requirements. If the parcel assessments are invalidated, the Authority shall continue to address solid wate issues, needs, and solutions, and seek funding from other sources for those joint solid waste needs;

E. to have all powers and duties granted and presented by Division 5, Part 3, Chapter 6, Article 4 of the California Health and Safety Code, commencing with Section 5470. The powers and duties referred to herein include the right of the Authority to contract with any private business or governmental body, including the parties to the Authority, to carry out the powers and duties designated here;

F. to fund and update all solid waste state mandated programs, including, but not limited to, the source reduction and recycling element, household hazardous waste programs, monitor and report member jurisdictions and to the state and its appropriate agencies for compliance with the California Integrated Waste Management Act of 1989;

G. to act as a Regional Authority as provided in PRC Sections 40970, et seq., and to perform all tasks authorized to be performed as a Regional Authority as set forth in the PRC;

H. to plan, acquire, fund, construct, operate and close solid waste needs, facilities operations and

services;

I. to prescribe, revise, and collect fees by resolution as a condition of the development in accordance with the provisions of Sections 66000, et seq., of the California Government Code; and

J. to hire staff and rent and/or purchase facilities, supplies and equipment as needed.

K. Representation and negotiation of all solid waste issues within the City of Susanville and the County of Lassen shall rest with the Authority.

ARTICLE IX - HOLD HARMLESS AND INDEMNIFICATION

Except as otherwise expressly provided herein, the debts, liabilities, and obligations of the Authority shall not be binding on the parties to the Agreement. The Authority agrees to hold each of the parties to this Agreement harmless from any claims of liability or damage arising from activities to the Authority. Should any debt, liability, or obligation of the Authority not be waived or allowed payable through assets of the Authority, neither the County or Susanville shall be liable therfore, either jointly, separately, severally, or individually.

ARTICLE X - ACCOUNTS AND REPORTS

The Authority shall establish and maintain financial records as good governmental accounting practices require. The books and records of the Authority shall be open to inspection within five (5) working days from the date notice of the inspection is served on the Authority by the inpsecting party. The Authority shall give an audited, written report of all financial activities for each fiscal year to the parties within 150 days after the close of each fiscal year. The Authority shall contract with an independent certified public accountant to make an annual audit of the accounts and financial records of the Authority. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government standards. When such an audit is made by a certified public accountant, a report thereof shall be filed as a public record with the County and with Susanville. Such report shall be filed within thirty (30) days of receipt of the audit by the board. Any cost for the audit, including contracts with the certified public accountant in making an audit pursuant to this section, shall be borne by the Authority and shall be a charge against the funds of the Authority appropriated for this purpose.

ARTICLE XI - LIABILITY OF BOARD

Except as otherwise provided in this Agreement, the funds of the Authority shall be used to fund, indemnify and hold harmless any Director, officer, and employee of the Authority for their actions taken within the course and scope of the authority of the Authority. Any City or County employee who performs work for or renders services to the Authority shall be deemed to be an employee of the Authority only for the purposes of this Article X, while performing such work or rendering such service. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as set forth above.

ARTICLE XII - BUDGET AND PAYMENTS

Within a reasonable period of time after the first meeting of the Board of Directors, and hereafter prior to the commencement of each fiscal year, the board shall adopt a budget for the ensuing fiscal year.

ARTICLE XIII - TERMINATION

This Agreement shall remain in full force and effect until such time as either party decides to terminate the Agreement. Any party shall have the right to terminate its membership and withdraw from the Authority at any time by resolution of its legislative body, delivered to the Authority, and provided such resolution of intent to withdraw shall irrevocably provide that the withdrawing party shall continue to authorize and assist in whatever method, and to take whatever action necessary to assist the Authority in the continued collection of costs for services provided by the Authority to the citizens within the withdrawing party's exclusive jurisdiction, up to and including the date of withdrawl. Said withdrawal shall be effective 90 calendar days from the date the withdrawing party delivers its resolution to the Authority. Since the parties have joined together voluntarily to form this joint powers Authority, both parties agree that it can be terminated voluntarily.

ARTICLE XIV - DISTRIBUTION OF ASSETS

Upon termination of this agreement, all assets then held by the Authority shall be transferred to the entity, if any, which succeeds the Authority and which is undertaking to perform all the duties of the Authority as provided for herein. If no such entity exists, any real estate owned or leased by the Authority shall be reconveyed to the party which transferred the real estate to the Authority. Any remaining assets, except for cash on hand and receivables, shall be divided equally between the parties. After payment of all closure and post-closure expenses due and to become due, cash on hand and receivables shall be divided according to the percentages reflected in Exhibit A.

DUPLICATE ORIGINAL

ARTICLE XV - INSURANCE

The Authority shall obtain at its own cost and expense insurance coverage in a minimum amount of $1,000,000., affording vehicle liability and general insurance coverage against claims for injuries to persons or damages to property which may arise from their performance of this agreement by Authority. The parties to this agreement shall be named as additional insureds.

Such insurance shall also provide coverage for liability arising out of the contamination of the environment by pollutants introduced into or upon the environment.

COUNTY OF LASSEN

Brian Dahle

Brian Dahle, Chairman
Board of Supervisors

Dated: SEP 6 1998

Approved as to Form:

Eileen Murano

William Murano
County Counsel

CITY OF SUSANVILLE

Vernon Templeton

Vernon Templeton, Mayor
Susanville City Council

Dated: SEP 6 1998

Approved as to Form:

K R Lazard

Kathleen R. Lazard
Attorney, City of Susanville

solid waste agreement 8-17-98

DUPLICATE ORIGINAL

ATTACHMENT "A"

The requirements for forming a regional Authority as set forth in PRC Section 40975 have all been met as set forth herein:

1. Listing of Cities and Counties

   A. County of Lassen

   B. City of Susanville

2. Allocation of civil Penalties, pursuant to PRC Sections 41813 and 41850, between the parties as may be imposed against the Authority. Consistent with PRC Section 40974, the total amount of civil penalties which may be imposed against the Authority is equivalent to that amount which is the sum of the penalties which may be imposed against the County of Lassen and City of Susanville.

   A. County of Lassen: 50%

   B. City of Susanville: 50%

3. Contingency Plan

   In the event this Authority is abolished, the County of Lassen and the City of Susanville each agree to assum responsibility independently for the requirements of PRC Sections 40900 et seq., (Integrated Waste Management Plans) generally, and waste diversion (PRC Sections 41780 et seq.), specifically, in their respective jurisdictions.

4. Waste Diversion Responsibilities and Duties of Parties:

   The Authority shall develop and implement waste diversion plans.

5. Description of Source Reduction, Recycling, and Composting Programs

   The Authority shall develop and implement the source reduction, recycling and composting programs.

EXHIBIT A

The Solid Waste Parcel Assessment Trust consists of the following:

Interest earned
Tax collections - current and prior year
Direct billings - done by Public Works to those not on the tax roll.
Refunds and transfers

The following outlines the activity by fiscal year:

1995-1996

Interest earned	$	244.47	
Tax collections	$	468,639.11	
Refunds	$	1,023.75	
Transfers	$	189,243.37	Rmb to Solid Waste

1996-1997

Interest earned	$	17,395.70
Tax collections	$	437,880.67
Direct billings	$	215,638.91
Refunds	$	7,498.75

1997-1998

Interest earned	$	50,169.49
Tax collections	$	24,442.25
Direct billings	$	3,662.75
Refunds	$	70.00

Tax Collections: 62% County, 38% City

Current balance in the trust is:

$ 1,020,237.48

EXHIBIT B
DESCRIPTION OF PROPERTY

OFFICE: FURNISHINGS AND EQUIPMENT:

1 HP Computer with printer

MISCELLANEOUS EQUIPMENT:

1 travel trailer (Westwood)
1 water pump
2 JRC cellular phones (Model 6030M.B)
1 1948 Schramm Air Compressors (Serial No. 289961)
1 1966 Travel Trailer (Bass Hill)
19 50 CY Roll-Off Boxes (Serial Nos. 62445,62446,62447,62448, 54079, 54080) No's 1,2,3,4,5,7,8,10,11 ,12,13,14, 15,16,17,19)
30 4 CY Recycling Bins
1 4 500w Generator (Serial No. 1457868, Model No. (3W376)
3-1/3 HP Submersible Pump (Model No. 55203-9)
1-3/4 HP Submersible Pump (Model No. 55207-18)
4 Samsung ER240 Cash Registers (Serial Nos. A80600100, A80600147, A8060038, 9609060101)
2 CRS812 Cash Registers No's 3 and 5
3 Cellular Phones

VEHICLES

Equip.No.	Model Year	Serial No.	Engine ID No
SW-2	~~1976 Ford F~~7000	K70BVC17582	
SW-10	1987 Ford Ranger	1FTBR10T5HUB14351	
SW-15	1980 International	AA185KHA21055	3208 Cat Diesel
SW-25	1954 Fruehauf Water Tank Trailer	AV286560	
SW-26	1954 Fruehauf Water Tank Trailer	AV285847	
SW-1	1975 Cat. D6-C	10K10911	
SW-4	1988 BobCat w/bucket and auger	943 SN 11415	
SW-5	1988 D7H	79Z01858-AR#9W4148	08Z439-7N274
SW-11	Cat: 930 Loader	41K3617	
SW-	1970 D7F Cat.	94N0058	

10 sheds at Transfer Stations
Oil tanks at Bass Hill (1000 gal.), Bieber (500 gal.), Westwood (500 gal.)

AMENDMENT NUMBER 1
FOR THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

THIS AGREEMENT is made and entered into by and between the County of Lassen (hereinafter referred to as "County") and the City of Susanville (hereinafter referred to as Susanville) (Collectively referred to as "Parties"); the parties understand and agree as follows:

WHEREAS each of the parties has the common power to collect rates, assessments and fee for the planning, acquisition, construction, reconstruction and maintenance of solid waste and sanitation facilities pursuant to California Health and Safety Code sections 5470, et seq.; and,

WHEREAS sections 40970 through 40975 of the California Public Resources Code (hereinafter referred to as "PRC") allows cities and counties to form regional agencies to implement PRC Division 30, Part 2, Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking disposal and diversion programs by individual Cities and Counties, and to increase the diversion of solid waste from disposal facilities; and,

WHEREAS by the Agreement the parties intend that the public entity (Authority) created by Agreement shall have the powers of and be fully considered as and will be a regional Agency as defined in PRC Sections 40970, et seq.; and,

WHEREAS the public entity created shall be, in addition to its other functions, duties, and powers, as set forth herein, a Regional Authority for all the purposes of a Regional Authority, including but not limited to:

A. the funding and updating all state mandated programs, including, but not limited to, the Source Reduction and Recycling Element, Household Hazardous Waste programs, monitoring and reporting to member jurisdictions and to the appropriate state authority for compliance with the California Integrated Waste Management Act of 1989, allowing for the efficient operation of regional diversion programs;

B. developing the Regional Integrated Waste Management Plan containing state mandated elements, for the Lassen Regional Solid Waste Management Authority;

C. serving as the Authority responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 441780 and 41821.5; and,

WHEREAS each party is desirous of entering into an agreement with the other party for the formation of a common Authority to plan, acquire, fund, construct, and operate all solid waste facilities and services as provided in the Health and Safety Code; and,

WHEREAS the requirements for forming a Regional Authority as set forth in PRC Section 40975 have been met and amended as set forth in this Amendment;

NOW, THEREFORE, IT IS AGREED that the Joint Powers Agreement established by the **JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**, dated June 8, 1998, shall remain as agreed upon, with the following amendments:

AMENDMENT OF THE
JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY.

- **ARTICLE II - PURPOSE OF AGREEMENT**

Revise reference of PRC Section 40980 to read PRC Section 40970,

Add the following sentence:

This Agreement is for the purpose of creating a public entity, which shall serve as a regional Authority to achieve diversion goals.

- **ATTACHMENT "A"**

1. Listing of Cities and Counties:

Add the following addresses:

A. County of Lassen: 221 South Roop Street, Suite 4, Susanville, CA 96130
B. City of Susanville: 66 North Lassen Street, Susanville, CA 96130
C. Lassen Regional Solid Waste Management Authority:
707 Nevada Street, Suite 4, Susanville, CA 96130
Post Office Box 1030, Susanville, CA 96130

- **ATTACHMENT "A"**

2. Allocation of civil penalties: No change required.

- **ATTACHMENT "A"**

3. Contingency Plan

Replace the paragraph with the following paragraph:

In the event this Authority is abolished, the County of Lassen and the City of Susanville each agree to assume responsibility independently for the requirements of PRC Sections 40900 et seq. (Integrated Waste Management Plans, Source Reduction and Recycling Plan, and) generally, and waste diversion (PRC Sections 41780 et seq.) specifically, as it existed before the formation of the Authority, in their respective jurisdiction.

- **ATTACHMENT "A"**

4. Waste Diversion Responsibilities and Duties of Parties:

Replace the original sentence with the following paragraph:

The Authority shall implement waste diversion plans instead of the County of Lassen and the City of Susanville. Those plans currently include the Source Reduction and Recycling Plan, NPFE, for the City and County, and the Household Hazardous Waste Element for the City, and they are hereby incorporated by reference. The Authority will be developing and implementing the Household Hazardous Waste Element for the unincorporated County and the Countywide Siting Element, and Summary Plan. Those plans will be incorporated by reference upon approval.

- **ATTACHMENT "A"**

5. Description of Source Reduction, Recycling, and Composting Programs:

Delete the original sentence and replace it with the following sentence:

The Authority shall implement Source Reduction, Recycling, and Composting programs described in the City and County's Source Reduction and Recycling Element instead of City and County implementation.

County of Lassen:

James Chapman, Chairman
Board of Supervisors

Dated: 7-27-99

City of Susanville:

Vernon Templeton, Mayor
Susanville City Council

Dated: July 20, 1999

ATTEST: Debra M. Maggiinetti, City Cler

Approved as to Form:

William Murano
County Counsel

Approved as to Form:

Kathleen R. Lazard
Attorney, City of Susanville

LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY
(a California public agency)

Board of Directors:
Ralph Ellis, Chairman
Aaron Albaugh, Vice Chairman
Chris Gallagher
Brian Moore
Kevin Stafford
Joe Franco (City Alternate)
Tom Hammond (County Alternate)

Staff:
Manager: Tom Valentino
Counsel: Josh Nelson
Landfill Foreman: Gary Gillis
Clerk of the Board: Deborah Rivas

LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

BOARD OF DIRECTORS

DRAFT – *MINUTES* –

TUESDAY
July 23, 2019 at 1:00 p.m.

A. **CALL TO ORDER.** *At 1:00 p.m., Chairman Ellis called the meeting to order.*

B. **ROLL CALL OF BOARD OF DIRECTORS.** *Clerk of the Board Rivas called roll. Chairman Ellis, Vice Chairman Albaugh and Directors Gallagher, Moore and Stafford were all present.*

C. **AGENDA APPROVAL, ADDITIONS AND/OR DELETIONS.** *Director Moore made a motion to approve the agenda as written. Director Stafford seconded. Motion carried 5-0.*

D. **PUBLIC COMMENT.** *Damon Shea of C&S Waste Solutions addressed the Board of Directors. Mr. Shea stated that the company had a booth at the Lassen County Fair to present information to the public on refuse services. He also noted training of new company staff, consideration of participating in the Paint Care program at their Diane Drive facility, new waste carts have been ordered, fees for the disposal of recyclable have increased, debris box service has been steady and that the company is working with Director Albaugh on a clean-up event in Little Valley.*

Director Gallagher commented to Mr. Shea that there is an issue with all debris not emptying from the waste cart during trash collection.

E. REPORTS AND INFORMATION

1. **Unagendized Reports by Board Members.** *None.*

2. **Auditor's Report.** *Manager Valentino presented the Auditor's report.*

3. **Claims of Expenses.** *Manager Valentino presented the Claims of expenses.*

4. **Staff Reports.** *Manager Valentino presented the following information to the Board of Directors: The Authority is currently accepting employment applications for equipment operator, landfill maintenance and gate keeper; an update on compliance with landfill gas emissions regulations at Bass Hill Landfill was provided to CalRecycle; Ducks Unlimited declined to assist the Authority with wildlife consulting related to the proposed easement area adjacent to Bass Hill Landfill; the recently ordered dump truck should be delivered this week to Susanville; and annual storm water reports for Bass Hill and Westwood landfills were submitted to the RWQCB on time. The Manager also noted that staff is amending the methane monitoring plan for Bieber Landfill per CalRecycle request and that gas probes will be installed following plan approval. Last, the Manager stated staff has placed and compacted soil in areas of thin intermediate cover at Westwood Landfill – which was noted in a CalRecycle inspection on May 1, 2019.*

F. CONSENT CALENDAR

1. ***Subject:* Approval of and/or Additions to and Deletions from the June 25, 2019 Board of Directors Regular Meeting Minutes.** *Director Gallagher motioned to approve the June 25,2019 Board of Directors meeting minutes. Director Stafford seconded. Motion was approved 5-0.*

G. CLOSED SESSION

1. ***Subject:* Performance Evaluation: LRSWMA Manager.** *The Manager reported out of closed session the formation of an Ad Hoc committee comprised of Directors Gallagher and Stafford for the purpose of exploring options for management of the LRSWMA.*

H. ADJOURNMENT. *Chairman Ellis adjourned the meeting at 2:14 p.m.*

LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

RALPH ELLIS, CHAIRMAN

DEBORAH RIVAS, CLERK

LASSEN COUNTY 2018-2019 BUDGET
Allocated Positions

DEPT. NO.	DEPARTMENT NAME / POSITION TITLES	2018-19	SALARY RANGE	BARG. UNIT
585	**SOLID WASTE**			
024-1	**SOLID WASTE**			
	Director		CT	DH
	Program Coordinator	2.00	22	MM
	Landfill Foreman	1.00	20	MM
	Account Technician I/II	1.00	15/17	UPEC
	Senior Landfill Equipment Operator	1.00	15	UPEC
	Landfill Equipment Operator	1.00	13	UPEC
	Landfill Spotter	1.60	11	UPEC
	Landfill Maintenance	1.00	8	UPEC
	Gate Keeper	3.25	8	UPEC
	TOTALS	11.85		
	FUND 585 TOTALS	11.85		

LASSEN COUNTY
2018/19 RECOMMENDED EXPENDITURES

		ACCOUNT NAME	FY 2015/16 ACTUALS	FY 2016/17 ACTUALS	FY 2017/18 FINAL BUDGET	FY 2017/18 ESTIMATED ACTUALS	FY 2018/19 DEPARTMENT REQUEST	FY 2018/19 RECOMMENDED
FUND	585	SOLID WASTE						
BUDGET-UNIT	241	SOLID WASTE						
COST-CENTER								
ACCOUNT	3000100	SALARIES AND WAGES	393,250	391,309	420,858	395,092	419,485	419,485
	3000102	BOOT ALLOWANCE	750	750	750	750	750	750
	3000110	OVERTIME	17,845	14,222	15,000	15,656	17,000	17,000
	3000130	EXTRA HELP	30,527	29,122	36,691	45,674	44,691	44,691
	3000160	FURLOUGH SAVINGS						
	3000161	VACANCY SAVINGS						
	3000200	RETIREMENT	53,448	55,386	33,711	31,880	32,234	32,234
	3000202	MEDICARE	6,155	6,296	6,634	6,597	6,731	6,731
	3000204	EMPLOYER PAID EMPLOYEE PERS			29,103			
	3000205	PERS UNFUNDED RETIREMENT LIABILITY			27,862	27,962	35,825	35,825
	3000210	SOCIAL SECURITY	26,319	26,921	28,368	28,211	28,779	28,779
	3000300	GROUP INSURANCE - HEALTH	61,626	62,577	26,109	63,048	29,259	29,259
	3000310	GROUP INSURANCE - CAFETERIA	14,033	24,095	79,491	22,960	80,234	80,234
	3000320	GROUP INSURANCE - DENTAL	3,853	4,923	4,950	4,944	4,950	4,950
	3000330	GROUP INSURANCE - LIFE	1,609	1,716	1,883	1,669	1,552	1,552
	3000340	GROUP INSURANCE - VISION	441	445	450	462	500	500
	3000400	WORKERS COMPENSATION INSURANCE	26,172	33,162	42,001	42,001	47,057	47,057
	3000401	WORKMAN COMP CLAIM REIMB				5,988		
	3000501	OTHER POST EMPLOYMENT BENEFITS	4,995	5,448	5,988	1,285	6,636	6,636
	3000510	UNEMPLOYMENT INSURANCE						
	3000520	RETIREES GROUP INSURANCE/OPEB PAYBACK						
	3000750	YEAR END SALARIES AND EMPLOYEE BENEFITS	8,542	(4,571)				
	3000760	CHANGE IN COMPENSATED ABSENSE						
		SALARIES AND EMPLOYEE BENEFITS	649,565	651,801	759,849	694,179	755,683	755,683
	3001100	CLOTHING AND SAFETY EQUIPMENT	5,765	6,973	6,500	5,207	6,000	6,000
	3001200	COMMUNICATION	10,338	14,682	11,100	11,149	11,500	11,500
	3001500	INSURANCE	31,512	30,848	32,000	30,184	34,265	34,265
	3001700	MAINTENANCE - EQUIPMENT	23,344	30,086	35,000	33,219	35,000	35,000
	3001701	MAINTENANCE - VEHICLES	7,743	7,216	19,200	17,533	15,000	15,000
	3001800	MAINTENANCE - BUILDING	4,698	9,785	7,500	5,507	7,000	7,000
	3001801	MAINTENANCE - LANDFILL		4,686	9,000	8,514	15,000	15,000
	3002000	MEMBERSHIPS	9,650	10,350	10,500	10,102	10,500	10,500
	3002200	OFFICE EXPENSE	6,512	8,419	12,500	7,411	10,000	10,000
	3002201	POSTAGE	1,183	1,230	1,600	1,574	1,300	1,300
	3002205	OIL GRANT EXPENSE	994	17,683	15,000	12,669	10,000	10,000
	3002300	PROFESSIONAL & SPECIALIZED SERVICES	278,021	312,491	325,010	282,723	347,122	347,122
	3002312	PROFESSIONAL & SPECIALIZED SERVICES - ACC	36,594	39,013	45,591	41,328	45,341	45,341
	3002354	DOC GRANT EXPENSE	4,056	1,716	5,000			
	3002400	PUBLICATIONS AND LEGAL NOTICES	531	269	600	490	600	600
	3002500	RENTS & LEASES- EQUIPMENT			5,000	3,528	5,000	5,000
	3002600	RENTS & LEASES - BUILDINGS & IMPROVEMENTS	16,796	16,742	19,800	21,308	21,000	21,000
	3002700	SMALL TOOLS AND INSTRUMENTS	1,920	950	2,000	536	2,000	2,000
	3002800	SPECIAL DEPARTMENTAL EXPENSE	93,724	104,458	110,000	112,113	110,000	110,000
	3002817	HHW GRANT EXPENSE	10,800	6,663	43,000	610		
	3002818	TIRE GRANT EXPENSE		5,145	35,000	9,130	25,000	25,000
	3002900	TRANSPORTATION AND TRAVEL	53,068	62,769	64,000	64,619	61,000	61,000
	3002901	CONFERENCES AND TRAINING	207	1,199	2,000	1,242	2,000	2,000
	3003000	UTILITIES	3,678	3,550	4,800	4,362	5,700	5,700
	3004900	DEPRECIATION		78,382				
		SERVICES AND SUPPLIES	601,134	775,315	821,701	685,058	780,328	780,328
	3006100	BUILDING IMPROVEMENT - FIXED ASSETS						
	3006130	WESTWOOD TRANSFER STATION						
	3006160	BUILDING & IMPROVE NON CAPITAL						
	3006200	EQUIPMENT - FIXED ASSETS					7,000	7,000
	3006203	EQUIPMENT - GRANT FUNDED						
	3006260	EQUIPMENT NON CAPITALIZED						
		FIXED ASSETS	0	0	0	0	7,000	7,000
	3006500	CLOSURE FUND	200,000	250,000	250,000			
		CAPITAL OUTLAY	200,000	250,000	250,000	0	0	0
	3007000	OPERATING TRANSFERS OUT	100,000	100,000			100,000	100,000
	3007050	OPERATING TRANSFERS OUT - TO TRUST						
		OPERATING TRANSFERS OUT	100,000	100,000	0	0	100,000	100,000
	3010000	APPROPRIATION FOR CONTINGENCIES						
		APPROPRIATION FOR CONTINGENCIES	0	0	0	0	0	0
		SOLID WASTE	1,550,699	1,777,117	1,831,550	1,379,237	1,643,011	1,643,011
		FTE'S	9.95	10.60	10.75	10.75	11.85	11.85

LASSEN COUNTY
2018/19 RECOMMENDED EXPENDITURES

		ACCOUNT NAME	FY 2015/16 ACTUALS	FY 2016/17 ACTUALS	FY 2017/18 FINAL BUDGET	FY 2017/18 ESTIMATED ACTUALS	FY 2018/19 DEPARTMENT REQUEST	FY 2018/19 RECOMMENDED
FUND	586	SOLID WASTE						
BUDGET-UNIT	241	SOLID WASTE CAPITAL IMPROVEMENT FUND						
COST-CENTER								
ACCOUNT	3001700	MAINTENANCE - OFFICE EQUIPMENT						
	3002300	PROFESSIONAL & SPECIALIZED SERVICES						
	3002701	NON-CAPITALIZED EQUIPMENT						
	3002801	SPECIAL DEPARTMENTAL EXPENSE A-87						
		SERVICES AND SUPPLIES	0	0	0	0	0	0
	3006100	BUILDING IMPROVEMENT - FIXED ASSETS		0	10,260	10,260		
	3006130	BIEBER TRANSFER STATION						
	3006200	EQUIPMENT - FIXED ASSETS			59,755	57,755		
		FIXED ASSETS	0	0	70,015	68,015	0	0
	3007000	OPERATING TRANSFERS OUT						
		OPERATING TRANSFERS OUT	0	0	0	0	0	0
		SOLID WASTE CAPITAL IMPROVEMENT FUND	0	0	70,015	68,015	0	0

GENERAL MANAGER

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY. a Joint Powers Agency established and existing under the laws of the State of California ("the AUTHORITY"), and

TGV Solid Waste Inc.,
(the "CONTRACTOR")

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those professional services described in Attachment "A", which is attached hereto and incorporated herein.

2. TERM.

Commencement Date: June 25, 2014

Termination Date: June 30, 2015; provided however that annually, this Agreement shall be automatically renewed unless within 60 days of the June 30th anniversary date, either party provides written notice of their election not to renew this Agreement.

Notwithstanding any other provision in this Agreement, AUTHORITY shall have the right, in its sole discretion and judgment, to terminate the Agreement at any time, and without cause or reason given, by giving CONTRACTOR 30 days written notice of the termination of this Agreement; in which event, AUTHORITY may, direct CONTRACTOR cease any or all work which would otherwise be required under this Agreement. In the event that AUTHORITY directs CONTRACTOR to cease any work during said 30 day notice period, AUTHORITY shall only pay CONTRACTOR for work actually performed during this period.

3. PAYMENT.

AUTHORITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to AUTHORITY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF AUTHORITY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. AUTHORITY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. **DESIGNATED REPRESENTATIVES.**

The Board of Directors, or such committee or representatives thereof as the Board may from time to time assign, will administer this Agreement for the AUTHORITY.

In express recognition of the personal nature of the services to be provided by CONTRACTOR to AUTHORITY under this Agreement, CONTRACTOR expressly agrees that Thomas Valentino shall be the authorized representative for CONTRACTOR and shall perform all services required under this Agreement. Notwithstanding any other provision in this Agreement to the contrary, CONTRACTOR shall not be allowed to use any other person to perform the services expressly required to be performed by Thomas Valentino without the express written consent of the AUTHORITY, which may only be given following a duly called meeting of the AUTHORITY's Board of Directors. CONTRACTOR shall provide AUTHORITY with a minimum of 60 days advance written notice of any departure by Mr. Valentino from his employment with CONTRACTOR, during which time AUTHORITY shall have the sole and absolute right and discretion to accept the designation and assignment by CONTRACTOR of a new and different qualified employee of CONTRACTOR as the person to perform the services under this Agreement, or alternatively to immediately terminate the Agreement.

8. **ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - None
Attachment D - General Provisions

AGREEMENT DATE. The Agreement Date is 8/12/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"AUTHORITY"

Lino Callegari, Chairman
LRSWMA

"CONTRACTOR"

Thomas Valentino, President
TGV Solid Waste, Inc.

ATTEST:

Deborah Rivas, Clerk of the Board of Directors
LRSWMA

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

CONTRACTOR agrees to perform the duties of and function as the General Manager of AUTHORITY, as set out in the AUTHORITY'S Code, other Ordinances and Resolutions, and as otherwise may from time to time be directed by the AUTHORITY'S Board of Directors In this regard CONTRACTOR acting by and through Mr Valentino, shall be deemed to be an officer of the AUTHORITY (the General Manager) and CONTRACTOR and Mr Valentino shall conduct themselves with due regard for the public interest and principles pertaining to this office, so as to maintain the high principles and requirements of public office. CONTRACTOR'S duties generally include, but are not limited to:

- directing and supervising operations at the Bass Hill and Westwood Landfills and the transfer stations operated by or otherwise under the control or direction of the AUTHORITY;
- oversee and supervise all employees of the AUTHORITY, including without limitation, conducting performance reviews of employees employed by and/or assigned to AUTHORITY by the County of Lassen and, in consultation with the County of Lassen's Personnel Director, County Counsel and/or Counsel for the AUTHORITY, propose and implement personnel actions as may be necessary for the proper conduct of the AUTHORITY'S business;
- annually prepare and present appropriate budgets to the AUTHORIY Board for their review and adoption in compliance with the applicable governmental budgeting and accounting requirements;
- manage and oversee the AUTHORITY'S annual budget and all financial matters relating thereto;
- develop, manage and administer contracts for the conduct of the AUTHORITY's business, including without limitation, preparing and conducting public bidding for contracts, all of which shall comply with the requirements of applicable law (contract development shall be undertake with the assistance and review of counsel for the AUTHORITY);
- prepare in a timely manner, all reports and permitting documents to the appropriate governmental authorities and agencies required for the operation of the AUTHORITY'S landfills, transfer stations and/or other facilities or business activities; upon preparation of reports and permitting documents, present same to the Board for review and approval and then submit same to the regulatory agencies and authorities;
- provide appropriate liaison with all regulatory agencies and authorities;
- review in a timely manner, opportunities for grants and other supplemental funding sources that can benefit the AUTHORITY and recommend same to the AUTHORITY Board;
- prepare grant applications at the direction of the Board;
- prepare planning documents for future operations of the County solid waste and recycling systems;
- prepare agendas and appropriate staff reports for all Board and committee meetings;
- prepare preliminary and final design, engineering and/or construction plans, specifications, detail and other documents or material as may be directed by the Board for projects proposed to be undertaken by the AUTHORITY;
- provide other services and take such action as may from time to time be directed by the Board or as may be required in order to facilitate the functions and business interest of the AUTHORITY (when such actions are within the lawfully authority of the General Manager).

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the AUTHORITY, and CONTRACTOR shall thereafter perform services in a diligently and timely manner. In providing services under this Contract, it is contemplated that Thomas Valentino will spend on average, approximately 25 hours per week on the business of the Authority. (The 25 hours per week is referred to herein as the "core hours.) To provide services described herein, CONTRACTOR, shall generally be in Lassen County three (3) days per week, (for example Monday mornings to Wednesday afternoon). The time spent in Lassen County may vary based upon the business needs and necessities of AUTHORITY. AUTHORITY shall provide an office for CONTRACTOR in Susanville for use when CONTRACTOR is in Lassen County. To the extent that, in any week, additional time (beyond the core hours) is required by CONTRACTOR to provide services to the AUTHORITY, CONTRACTOR shall provide same as to properly and efficiently attend to and manage the business affairs of the AUTHORITY, in which case a reduction in hours may be made in the following week or weeks (so long as the business of the AUTHORITY is not otherwise compromised), so as to achieve an average of 25 hours per week in any month. In the event that a reduction of hours in a following week or weeks is not feasible, AUTHORITY shall compensate CONTRACTOR for the additional time at the rate set out in Attachment B, hereto.

To the extent that the business requirements of AUTHORITY require an adjustment in the days of the week and/or number of hours per week when CONTRACTOR needs to be present in Susanville or other locations in Lassen County, CONTRACTOR shall make adjustments as needed.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner.

A.4. FACILITIES FURNISHED BY AUTHORITY.

AUTHORITY shall supply CONTRACTOR, with an office in Susanville together with appropriate supplies and equipment (including telephone) to support CONTRACTOR'S work on behalf of AUTHORITY, when CONTRACTOR is in Susanville, which office, supplies and equipment shall be an expense of the AUTHORITY.

ATTACHMENT B

PAYMENT

AUTHORITY shall pay CONTRACTOR as follows

B.1 **BASE CONTRACT FEE.** AUTHORITY shall pay CONTRACTOR for services rendered under this Agreement, as follows:

- Except as otherwise provided, AUTHORITY shall pay CONTRACTOR for services and worked performed under this Agreement at a rate of $85.00 per hour.

CONTRACTOR shall keep such time sheets and other records as may be reasonable and necessary to account for all of the time spent in providing services under this Agreement. Such time sheets and records shall, at a minimum, provide a general description of the work undertaken and services provided by CONTRACTOR, on a quarterly hour basis. CONTRACTOR shall submit the time sheets and records together with an invoice requesting payment by the end of the following month in which services are provided. CONTRACTOR shall be responsible for seeing that a copy of these records are retained in the AUTHORITY'S office in Susanville and a copy shall also be provided to the Lassen County Auditor.

B.2 **MILEAGE.** Other than for the weekly travel set out in B.3 below, AUTHORITY shall pay CONTRACTOR for use of his personal vehicle while on business of the AUTHORITY, at the authorized IRS mileage rate

B.3 **TRAVEL COSTS.** AUTHORITY shall pay CONTRACTOR the sum of $110 per week as and for travel expense for CONTRACTOR'S weekly travel to Susanville to attend to AUTHORITY'S business. In addition, when travel other than by car is required for the conduct of AUTHORITY business, AUTHORITY shall pay or reimburse CONTRACTOR for necessary and reasonable travel expenses, including meals and lodging, in accordance with the County of Lassen's travel policies.

B.4 **AUTHORIZATION REQUIRED.** To the extent that CONTRACTOR is required to work more than 100 hours in any month in order to properly conduct the AUTHORITY'S business, CONTRACTOR shall report that fact to the Board of Directors at the next regular Board meeting. The purpose of this requirement is to provide the Board an ability to regularly monitor the costs to the AUTHORITY, incurred under this Agreement in order to make such adjustments to this Agreement as they deem necessary.

B.5. **PER DIEM ALLOWANCE** When Mr. Valentino is required to stay overnight in Lassen County AUTHORITY shall pay CONTRACTOR as per diem for lodging and meals, the sum of $90 per night spent in residence in Lassen County, not to exceed the total amount shown under paragraph B.7, below.

B.6 **TIME OF PAYMENT.** Payment for services shall be made within 30 days of the date of the submission of an invoice

B.7 **MAXIMUM CONTRACT AMOUNT.** The maximum annual amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee[1]	$102,000.00
B.2	Mileage[2]	$1,680.00
B.3	Travel Costs[3]	$5,280.00
B.4	Per Diem[4]	$8,640.00
MAXIMUM CONTRACT AMOUNT		$117,600.00

The above amounts were arrived at based on the following calculations:

1) Base Contract Fee = 25 hrs/wk x $85.00/hr x 48 wk/yr = $102,000.00/yr

2) Mileage = 250 mi/mo x $0.56/mi x 12 mo.yr = $1,680/yr

3) Travel Costs = $110/wk x 48 wk/yr = $5,280.00/yr

4) Per Diem = 2 nights/wk x $90.00/night x 48 wk yr = $8,640.00/yr

ATTACHMENT C

When performing services as the General Manager of the Authority, CONTRACTOR shall be deemed to be an employee of the AUTHORITY for the purpose of the Government Claims Act and the immunities provided thereunder with respect to acts by public officials and employees. In addition, AUTHORITY shall indemnify and defend CONTRACTOR with respect to CONTRACTOR's action that are within the scope and course of the services provided under this Agreement to the same extent as if CONTRACTOR was an employee of AUTHORITY.

ATTACHMENT C

ATTACHMENT D

GENERAL PROVISIONS

D.1 **INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of AUTHORITY. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement, subject to reasonable direction on policy matters from the Board of Directors.

D.1.2 CONTRACTOR shall be responsible to AUTHORITY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to AUTHORITY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through AUTHORITY, and AUTHORITY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of AUTHORITY.

D.1.5 The CONTRACTOR shall not be entitled to have AUTHORITY withhold or pay, and AUTHORITY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of AUTHORITY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any AUTHORITY fringe benefit program including, but not limited to, AUTHORITY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to AUTHORITY's employees.

D.1.7 AUTHORITY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the AUTHORITY in any way without the written consent of the AUTHORITY.

D.2 **LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to AUTHORITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 **CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to AUTHORITY. The insurance shall contain the coverage indicated by the checked items below:

D.5.1.1 Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.2 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 **ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.8 **PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AUTHORITY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from AUTHORITY of its desire for removal of such person or persons.

D.9 **STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.10 **TERMINATION.** ***In addition to any previously provided for right of termination, AUTHORITY shall have the right to terminate this Agreement at any time, and without cause, by giving 30 days*** notice in writing of such termination to CONTRACTOR. In the event AUTHORITY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.10.1.1 CONTRACTOR shall deliver to AUTHORITY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.10.1.2 AUTHORITY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by AUTHORITY as work accomplished to date Further provided, however AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement In this regard, CONTRACTOR shall furnish to AUTHORITY such financial information as in the judgment of the AUTHORITY is necessary to determine the reasonable value of the services rendered by CONTRACTOR In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the AUTHORITY shall be final The foregoing is cumulative and does not affect any right or remedy which AUTHORITY may have in law or equity

D.10.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the AUTHORITY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by AUTHORITY, provided that CONTRACTOR has first provided AUTHORITY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the AUTHORITY may cure the alleged breach

D.11 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to AUTHORITY on completion of the services hereunder. The AUTHORITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project

D.12 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.13 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.14 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.15 MINOR AUDITOR REVISION. In the event the AUTHORITY Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the AUTHORITY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.16 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement

D.17 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein

D.17.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires

D.17.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.18 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term

D.19 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns

D.20 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

D.21 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.22 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes

D.23 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.24 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California

D.25 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.26 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by AUTHORITY and shall apply to any claim against AUTHORITY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.27 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein

D.28 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon

D.29 CORPORATE AUTHORITY. CONTRACTOR expressly represents and warrants that each individual executing this Agreement on behalf of said corporation is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms

D.30 CONFLICT OF INTEREST.

D.30.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission

D.30.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the AUTHORITY designated representative and provide all information needed for resolution of the question

D.30.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of AUTHORITY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any AUTHORITY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions

D.30.4 FILING REQUIREMENT FOR CONFLICT OF INTEREST FORMS. In performing the services of the General Manager of the AUTHORITY, CONTRACTOR, by and through Thomas Valentino, will be serving as a public officer. Both Mr. Valentino and CONTRACTOR, shall be required to file conflict of interest forms (Form 700) within 30 days of the execution of this Agreement and thereafter, as required by law (annually and upon leaving office.)

D.31 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.32 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.33 TAXPAYER I.D. NUMBER. The AUTHORITY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement)

D.34 **NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "AUTHORITY":

Lassen Regional Solid Waste Management Authority
170 Russell Ave., Suite X
Susanville, California 96130

If to "CONTRACTOR":

TGV Solid Waste, Inc.
101 Brookvine Circle
Chico, CA 95973