

Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, District 3, Vice Chair
Matt Hansen, District 4, Chairman
Greg Jones, District 5

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

PUBLIC COMMENT

A resident led prayer and commented about the divide between the Chairman, Chief Administrator and the Sheriff and suggested a mediator.

A resident commented on hormonal evolution of psychopaths.

In response to the prior resident comment, Chairman Hansen asked the resident to limit the subject matter to County business.

A resident presented documents to the Board regarding vehicle abatement.

A resident commented on Chairman Hansen's Facebook post and suggests the Board to mend the relationship between the Chairman and the Sheriff.

A resident suggested a mediator between the Chairman and the Sheriff and stated her Public Records Request that was emailed on 2/3/25 has not been answered.

A resident commented Chairman Hansen's Facebook post and suggested impeachment.

A resident commented on the Supervisors and the Sheriff conflict and stated there has been no support for the medical marijuana patients.

A resident commented on their public records request not received in a timely manner and announced the Garst Appeal would be heard today in the Superior Court.

ANNOUNCEMENT OF AGENDA CORRECTIONS

The clerk announced Regular item #18 there was an addition to the packet and Closed Session item #35 has been withdrawn by department to be rescheduled.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

12. CLOSED SESSION 25-0234 a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Alex John Lang Agency claimed against: Tehama County.

Report Out: 3-0 to deny the claim.

13. CLOSED SESSION 25-0291 a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Aloke Pal Agency claimed against: Tehama County.

Report Out: 3-0 to deny the claim.

14. CLOSED SESSION 25-0218 a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH
LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Negotiators: Che
Johnson & Coral Ferrin Employee Organization: Tehama County Peace Officer's Association.

Report Out: Direction to negotiators.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - Meeting 3/19/25.

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - Not met.

Public Safety Tax Initiative Working Group (Hansen, Jones) - Not met.

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Not met.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - 2nd Annual Elevate & Inspire Business Summit.

Supervisor Burroughs - NACo Conference.

Supervisor Walker - Social Services Tour, Joint Powers Authority, Sunrise Rotary, Lake
California Crab Feed, Flood Control & Resource and Conservation District, Fish and Game,
Collision Avoidance Drivers Training, and the CSAC Regional Meeting.

Supervisor Nolen - Lake California Crab Feed, and Solid Waste JPA II Meeting.

Chairman Hansen - Flood Control & Resource and Conservation District, Solid Waste (JPA II)
meeting, 2nd Annual Elevate & Inspire Business Summit and the NACo Conference.

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Fire Chief Monty Smith announced the replacement of three (3) type six fire engines in service
at Dibble Creek, El Camino, and Vina Fire Stations.

Social Services Director Bekkie Emery announced the recognition of the Social Worker
Appreciation month.

Administrative Services Director Tom Provine announced the confirmation of the federal
funding for the Corning Vets Hall and future tours for the Supervisors regarding the Jail
Construction Project.

CONSENT AGENDA

Supervisor Nolen requested Consent Item #2 to be pulled to Regular Agenda.

Motion made by Supervisor Walker to approve consent items #1, #3-13. Seconded by Supervisor Nolen.

Approval of the Consent Agenda.

A motion was made by Supervisor Walker, seconded by Vice Chair Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSTAINED: Supervisor Burroughs

1. **GENERAL WARRANT REGISTER - 2/16/25 - 3/1/25** **25-0314**
3. **AUDITOR'S CLAIM** **25-0279**
a) Court Operations, 2026-53221, Ruth E Ballard PHD Inc, \$2,850.
4. **AUDITOR'S OFFICE** **25-0282**
a) STALE DATED WARRANT - Pursuant to Government Code Section 29802, authorization to reissue the following stale dated warrant:
1) Warrant No# 70844100, dated 8/23/23 in the amount of \$646.76 to George Flourney Dec'd Etal Est Of.
5. **COMMUNITY ACTION AGENCY** **25-0289**
a) AGREEMENT - Approval and authorization for the ex officio Executive Director of the Tehama County Community Action Agency to sign Agreement #24F-3049 Amendment # 3 with the Department of Community Services and Development (Misc. Agree #2024-21 amended by Misc. Agree #2024-340 and Misc. Agree #2024-341), increasing the agreement by \$1,824 for a total of \$330,753, effective 1/1/24 through 4/30/25.
Enactment No: MISC. AGR 2025-051
6. **DEPARTMENT OF AGRICULTURE** **25-0293**
a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement No. 24-0680-032-SF with the California Department of Food and Agriculture (CDFA) for the provision of costs incurred relative to the detection of European Grapevine Moth in an amount not to exceed \$9,431, effective 1/1/25 through 6/30/25.
Enactment No: MISC. AGR 2025-052
7. **HEALTH SERVICES AGENCY / BEHAVIORAL HEALTH** **25-0349**
a) AGREEMENT - Approval and authorization for the Executive Director to sign the Amendment No.1 to the agreement with Coastal Business Systems (Misc. Agree. #2020-167) for the lease and maintenance of one (1) multi-function device (copier/printer/scanner/fax) for \$161.25 per month, plus maintenance costs billed

monthly at \$0.0065 per black & white copy, for sixty (60) months, thereby amending the maximum compensation payable amount from \$9,675 to \$14,000, effective the date of signing and shall terminate on 10/12/25.

Enactment No: MISC. AGR 2025-053

8. **SHERIFF'S OFFICE** **25-0253**
a) TRANSFER OF FUNDS: COPS, B-35 - From Citizen Option-Pub Safety (2032-450616) to Contingency (2002-59000), \$35,000; and From Contingency (2002-59000) to Internal Assets (2032-53800), \$15,000 and Maintenance of Structure (2032-53180), \$20,000 **(Requires a 4/5's vote)**.
9. **SHERIFF'S OFFICE** **25-0283**
a) TRANSFER OF FUNDS - SHERIFF, B-39 - From Public Safety (106-301900), to Contingency (2002-59000), \$11,306.70; and From Contingency (2002-59000), to Vehicles (2032-57605), \$11,306.70 **(Requires a 4/5's Vote)**.
10. **SHERIFF'S OFFICE** **25-0320**
a) TRANSFER OF FUNDS: SHERIFF; B-40 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$150,755.89; and From Contingency (2002-59000) to Professional/Special Services (2032-53230), \$150,755.89 **(Requires a 4/5's vote)**.
11. **SOCIAL SERVICES** **25-0313**
a) AGREEMENT - Approval and authorization for the Director of Social Services to sign the Agreement with Technical Resource Management, LCC dba Cordant Health Solutions for the purpose of providing drug testing services in the total amount not to exceed \$50,000, effective 4/1/25 through 3/31/28.
Enactment No: MISC. AGR 2025-054
12. **SOCIAL SERVICES / COMMUNITY ACTION AGENCY** **25-0353**
a) DONATION - Approval and authorization for the Tehama County Community Action Agency to accept a donation for the Meals on Wheels program in the amount of \$1,000.
13. **APPROVAL OF MINUTES** **25-0333**
a) Waive the reading and approve the minutes of the regular meeting held:
1) 2/25/25
2) 2/27/25 Special Meeting
3) 3/4/25

REGULAR AGENDA

2. **CONSENT / ADMINISTRATION** **25-0269**
a) TRANSFER OF FUNDS - LATCF/MAINTENANCE OF EQUIPMENT, B-36 - From LATCF (1073-4507205), to Contingency (1109-59000), \$56,153; and From Contingency (1109-59000) to Professional Services (1073-53170), \$56,153 **(Requires a 4/5's vote)**.

In response to Supervisor Nolen, Administrative Services Director Tom Provine discussed the amount of the Transfer.

Louise Wilkinson commented on her concerns with the transfer being above the

threshold, and requirements of being a 4/5's vote.

Mr. Provine explained the routine occurrences of the transfer and the uses of IT security improvements.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) TRANSFER OF FUNDS - LATCF/PROFESSIONAL SERVICES, B-37 - From LATCF (1073-4507205), to Contingency (1109-59000), \$1,225; and From Contingency (1109-59000) to Professional Services (1073-53230), \$1,225 **(Requires a 4/5's vote)**.

Jessica Clark asked for clarification on the transfer regarding the recording systems.

Chairman Hansen read the background information included in the agenda packet.

Michael Kain made a comment towards Chairman Hansen.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

9:33 A.M. RECESS to convene as the Tehama County Air Pollution Control District

- 14. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution 25-0273**
Control Officer Josphe H. Tona
a) INFORMATIONAL PRESENTATION - Of Rule 2:11D Indirect Source Rule 2024 Accountability Report.

Air Pollution Control Officer Joe Tona presented the rule of the 2:11D Indirect Source Rule Accountability Report.

In response to Supervisor Walker, Mr. Tona confirmed there were set fees for the 211 rules.

In response to Chairman Hansen, Mr. Tona confirmed this ruling is not state mandated but are implemented by the health and safety codes.

In response to Chairman Hansen, Mr. Tona discussed the fees for single family residents for development of homes, and the projects that are implemented.

In response to Supervisor Walker, Mr. Tona explained the incinerator for orchard clippings and the permit use.

In response to Supervisor Jones, Mr. Tona discussed the volume of the incinerator per 30 tons an hour.

Discussion took place regarding housing development fees and other funded projects and state developed programs.

In response to Jessica Clark, Chairman Hansen clarified the discussion for state construction fees.

b) Discussion and possible direction to staff regarding issuance of Request For Proposals (RFP) to solicit project proposal for expense of collected funding.

In response to Supervisor Jones, Mr. Tona explained the fund proposals, board projects and the cost-effective threshold.

Discussion took place regarding funded projects for bike trails and the collections of fees for economic development.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

NAYS: Supervisor Burroughs

10:00 A.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

16. ADMINISTRATION - Fiscal Manager Orepa Mamea 25-0304

a) INFORMATIONAL PRESENTATION - Informational presentation regarding ClearGov.

Fiscal Manager Orepa Mamea gave a presentation regarding the Cleargov software for public access.

In response to Chairman Hansen, Mrs. Mamea explained the 71 percent contribution to public safety.

In response to Supervisor Walker, Mrs. Mamea discussed "Join the Conversation" tool to answer any questions for the public.

Jessica Clark asked if there is an actual expenditure report on what the money has been spent on.

In response to Ms. Clark, Chairman Hansen explained the actual expenditure report can be found in the general warrant.

Louise Wilkinson complimented Mrs. Mamea on her presentation.

Mrs. Mamea presented the employee side of the Cleargov software.

The Board thanked Mrs. Mamea for her presentation.

10:30 A.M.

10:30 A.M. RECESS to convene as the Tehama County Air Pollution Control District

15. 2024 NSVAB TRIENNIAL AIR QUALITY ATTAINMENT PLAN - Air Pollution 25-0252
Control Officer Joseph Tona

a) PUBLIC HEARING - Conduct a public hearing to receive comments on the proposed adoption of the Northern Sacramento Valley Planning Area 2024 Air Quality Attainment Plan.

Chairman Hansen opened Public Hearing at 10:30am.

Air Pollution Control Officer Joe Tona gave a presentation regarding the Northern Sacramento Valley Planning Area 2024 Air Quality Attainment Plan, regulatory activity to assure the protection of the environment.

In response to Supervisor Burroughs, Mr. Tona explained the tracking process for emissions that effect air quality and the source of the facilities that produce these emissions.

In response to Chairman Hansen, Mr. Tona discussed the air pollution tracking and the passing for the purple air test monitored.

Discussion took place regarding the CEQA exemptions.

b) Adoption of a finding that the adoption of the Northern Sacramento Valley Planning Area 2024 Air Quality Attainment Plan, which is a regulatory activity to assure the protection of the environment, is categorically exempt from review under the California Environmental Quality Act (Class 8 Categorical Exemption), and direction to the Air Pollution Control Office to file a Notice of Exemption.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) RESOLUTION - Adoption of a resolution adopting the Northern Sacramento Valley Planning Area 2024 Air Quality Attainment Plan.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-010

OR

~~_____ d) Propose changes to the text of the Northern Sacramento Valley Planning Area 2024 Air Quality Attainment Plan, and reschedule the public hearing to consider the proposed Rule as revised~~

OR

~~_____ e) TAKE NO ACTION Taking no action will hinder the Districts efforts in attaining State Ambient Air Quality Standards for ozone by the earliest practicable date~~

10:43 A.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

17. Fire - Fire Marshal Brian Wright 25-0294

a) ORDINANCE No. 2146 - Adoption of an Ordinance to designate Moderate, High, and Very High Fire Hazard Severity Zones in the unincorporated Local Responsibility Areas as recommended by the Office of the State Fire Marshal.

- 1) Waive the second reading.
- 2) Adopt the Ordinance.

In response to Supervisor Nolen, Fire Marshal Brian Wright discussed risk management for fire severity zones and the hazards of the events and the insurance rates.

In response to Chairman Hansen, Mr. Wright explained the casino region for being in high fire danger due to grasslands and wind components.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: ORDINANCE 2146

18. PUBLIC WORKS - Office Manager II Amber Schertz 25-0324

a) AGREEMENT- Approval and authorization for the Interim Director to sign the agreement with Cintas Corporation to provide uniform rental and supply services, with maximum compensation not to exceed \$28,000, effective 3/31/25 through 12/31/27, with optional two (2) one-year extensions.

In response to Chairman Hansen, Office Manager Amber Schertz discussed the clerical error, hence the addition to the packet.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-055

19. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke 25-0351

a) RESOLUTION - Adoption of a resolution to dissolve the Mental Health Board and Drug & Alcohol Advisory Board and merge into a combined Behavioral Health Advisory Board and integrate selected duties of the Mental Health Board and Drug & Alcohol Advisory Boards into the newly formed and named Behavioral Health Advisory Board (BHAB).

Supervisor Walker left the meeting at 10:50am.

In response to Supervisor Jones, Health Services Agency Executive Director Jayme Bottke explained the current appointments for the committee.

Supervisor Walker returns at 10:53am.

RESULT: APPROVE

MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-011

b) Approval and adoption of the Behavioral Health Advisory Board Bylaws.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) Appointment of prior Mental Health Board & Drug & Alcohol Advisory Board and new members interested in a position on the Behavioral Health Advisory Board for staggered three-year terms.

Motion made by Supervisor Jones to appoint Chairman Hansen for the Behavioral Health Advisory Board. Seconded by Supervisor Nolen.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

20. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke 25-0342

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Memorandum of Understanding (MOU) regarding the ERF-3-R grant program between Empower Tehama, the City of Red Bluff, the County of Tehama, Pacific West Communities, the Poor and the Homeless Tehama County Coalition, the Tehama County Continuum of Care, and The Vitality Project as the Administrative Entity for the Tehama County Continuum of Care, effective date of signing through 6/30/27.

In response to Supervisor Walker, Health Services Executive Director Jayme Bottke discussed the encampment clean up process.

In response to Chairman Hansen, Mrs. Bottke explained the mobile crisis for homeless individuals residing in vehicles.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-056

21. ELECTIONS - Clerk & Recorder Sean Houghtby 25-0262

a) AGREEMENT - Approval and authorization for the Clerk & Recorder to sign the third amendment to the Dominion Voting Systems, Inc. Agreement (Misc Agreements 2016-20, 2019-149, 2021-259) thereby extending the lease through 12/31/2033 and increasing the maximum compensation for the life of the contract to

\$1,872,485.28 *(subject to receipt of required insurance documentation)*.

In response to Supervisor Walker, Clerk and Recorder Sean Houghtby gave an example regarding the recount for the City of Red Bluff and explained State mandates.

In response to Supervisor Jones, Mr. Houghtby explained certification for the systems and the machines and mentioned anyone can be an observer.

In response to Chairman Hansen, Mr. Houghtby explained how the votes are handled.

Michael Kehoe commented not in favor of this agreement and mail in ballots.

Louise Wilkinson commented in favor of this agreement and discussed her experience as a poll worker.

Jessica Clark suggests tabling this item.

In response to Chairman Hansen, Mr. Houghtby discussed the mail-in ballots procedures.

In response to Supervisor Jones, Mr. Houghtby discussed public involvement and anyone in the public can apply to be a poll workers or observers can be found via online or in-office.

In response to Chairman Hansen, Mr. Houghtby explained the observation process for the recounting.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-057

22. WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT - 25-0290

Administrative Services Director Tom Provine

a) TRANSFER OF FUNDS: ACO-PLANT ACQUISITION, B-41, From State Grants Revenue to Contingency, \$745,577; and From Contingency to Walnut Street Slurry Seal, \$745,577 **(Requires a 4/5's vote)**.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Adoption of a finding that the Walnut Street Complex Site Accessibility Project is categorically exempt from review under the California Environmental Quality Act, (CEQA) (Class 1 Categorical Exemption) and direction to the Chief Administrator to file the Notice of Exemption.

RESULT: APPROVE

MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) Approval of the plans and specifications for the Walnut Street Complex Site Accessibility Project as amended by Addendum No. 1.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

d) BID AWARD - To award the bid for the Walnut Street Complex Site Accessibility Project to SnL Group, Inc. of Redding, CA as the low responsive bidder in the amount of \$505,000 for the base bid.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

e) AGREEMENT - Approval and authorization for the Chair to sign the agreement with SnL Group Inc. for an amount not to exceed \$515,000 (including both base bid and Additive Alternate No. 1) (*subject to receipt of required insurance and bonding documentation*).

In response to Supervisor Walker, Administrative Services Director Tom Provine explained the additive alternate and the striping.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-058

f) Blanket authorization for the Chief Administrator to execute change orders for the project in an amount up to 10% of the contract price, with all change orders being brought back to the Board for confirmation.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-058

23. TEHAMA COUNTY PARKS & RECREATION - Board of Supervisors 25-0402

a) Board discussion and possible action regarding casting of ballot for election of three directors to the Los Molinos Mutual Water Company for three-year terms beginning 3/31/25.

Motion made Chairman Hansen to elect District 5 Supervisor (Supervisor Jones) to cast the ballot forelections of directors to the Los Molinos Mutual Water Company for three-year terms. Seconded by Supervisor Nolen.

RESULT: APPROVE

MOVER: Matt Hansen

SECONDER: Pati Nolen

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSTAINED: Supervisor Jones

24. BOARD OF SUPERVISORS

25-0037

a) Board discussion and direction to staff regarding revisions to the 2025 Regular Board meeting schedule.

Motion made by Supervisor Nolen to approve the revisions to the 2025 Regular Board meeting schedule. Seconded by Supervisor Walker.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

11:30 A.M. RECESS

1:30 P.M.

1:31 P.M. RECONVENE

The clerk sworn in all those who were testifying before the Board.

25. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT

25-0195

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) CONTINUED HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Elvira Marler
Site Address:	23010 Faye St, Red Bluff
APN:	049-070-011 District 3

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

Code Enforcement Officer Ron Robbins presented the continued hearing.

The clerk sworn Elvira Marler via phone.

Ms. Marler explained the vehicles on the property and the privacy fence coverage.

In response to Ms. Marler, Mr. Robbins explained the case and invoice of the property and stated the main issue with the fence is the height.

In response to Supervisor Walker, Mr. Robbins explained the two (2) separate cases.

In response to Supervisor Burroughs, Deputy County Counsel Andrew Plett clarified the lien penalties.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Enactment No: RES NO. 2025-012

26. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0315
- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Benjamin T B Allen
Site Address: 19923 Cottonwood Dr., Cottonwood
APN: 100-220-017 District 3

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

In response to Supervisor Walker, Code Enforcement Officer Ron Robbins explained the owner is required to have building permit to rebuild or teardown a structure on the property.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Enactment No: RES NO. 2025-013

27. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0316

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Hector Guillermo Sanabia Acevedo
DBA Hector Farms
Site Address: 10680 Cody Dr., Red Bluff
APN: 037-270-015 District 2

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-014

28. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0319

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: John A Dakin
Site Address: 33669 Vanguard Ave., Paynes Creek
APN: 013-235-003 District 3

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

Code Enforcement Officer Ron Robbins discussed the inspections of the conditions of the property.

The tenant Amy Mobley explained all the property are owned by the same owner.

In response to Ms. Mobley, Mr. Robbins stated there are 3 cases readily available for the property owner.

In response to Chairman Hansen, the Property Owner John Dakin discussed the clean up on the properties alongside the tenants.

The tenant and property owner explained the clean up on her property at 33669 Vanguard Ave and the pictures presented were from 33657 Vanguard Ave owned by a different owner.

Discussion took place regarding the notices on the properties, and the severity of the clean-up.

Motion made by Supervisor Walker for this item to be tabled and to be brought back at a time when all three (3) cases can be presented. Seconded by Supervisor Nolen.

RESULT: TABLE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

29. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0321
- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Cody Leonard Floyd c/o Leslie Floyd
Site Address: 11571 Hwy 99E and adjoining lot on Hwy 99E, Red Bluff
APN: 045-031-015 and 045-031-008 District 3

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

In response to Supervisor Nolen, Code Enforcement Officer Ron Robbins confirmed there has been no contact with the property owner.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-015

30. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0325

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Sami J Chartouni
Site Address: 500 Royal Lane, Red Bluff
APN: 039-281-007 District 3

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

In response to Supervisor Nolen, Code Enforcement Officer Ron Robbins confirmed there was contact with the owner of the property.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-016

31. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0327

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Earl R Dover and Patricia R Dover
Site Address: 24422 Oklahoma Ave., Red Bluff
APN: 043-070-016 District 3

2) RESOLUTION - Adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

In response to Supervisor Walker, Code Enforcement Officer Ron Robbins

explained the administrative fees for the property owners and the process to take the lien off the property.

In response to Supervisor Burroughs, Mr. Robbins discussed the reductions on cost and stated the property owner is not responsible for swatter's taking electricity.

Discussion took place regarding the responsibility of the property owner.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-017

32. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0328

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Georgina Cardenas
Site Address: 8471 Hwy 99W, Gerber
APN: 063-140-009 District 4

2) RESOLUTION - Adoption of an Administrative Penalty Lien
Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

RESULT: APPROVE

MOVER: Matt Hansen

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-018

33. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0334

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Brandon James Anthony
Site Address: Todd Way, Cottonwood
APN: 007-520-004 District 1

2) RESOLUTION - Adoption of an Administrative Penalty Lien
Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

In response to Supervisor Walker, Code Enforcement Officer Ron Robbins explained the permitting process of shipping containers.

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-019

34. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0338
- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Juan Acevedo Acevedo and Arturo Servin Martinez
Site Address: 24100 McLane Ave., Corning
APN: 075-200-027 District 5

2) RESOLUTION - Adoption of an Administrative Penalty Lien
Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

RESULT: APPROVE

MOVER: Greg Jones

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-020

2:20 P.M. RECESS

2:23 P.M. RECONVENE

FUTURE AGENDA ITEMS

Chairman Hansen requested a study session regarding the permitting process for transport

occupancies and short-term rentals (4-1 Consensus).

Chairman Hansen requested an establishment of an Ad Hoc Committee with City of Red Bluff for cooperation (5-0 Consensus).

Chairman Hansen requested a study session regarding Air Pollution Control development and permitting fees from Regular item #14 (4-1 Consensus).

CLOSED SESSION

3:00 P.M.

35. ~~CLOSED SESSION~~ ~~25-0222~~

~~a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government-
Code Section 54957)~~

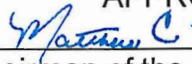
~~Title: Part One of the Public Guardian / Public Administrator Annual Performance-
Evaluation Process~~

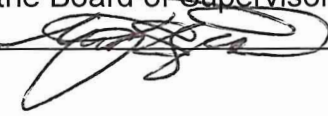
RESULT: WITHDRAWN By Department

ADJOURN

2:31 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: March 19, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors
by  Deputy



Outlook

Public Comment Item #2 on CONSENT

From jeneric@digitalpath.net <jeneric@digitalpath.net>

Date Sat 2025-03-15 8:56 AM

To Tehama County Board of Supervisors <tcbos@tehama.gov>

Board,

I have no issue with the approval of this item, however, it is LATCF funds and this is not a "normal" distribution--this isn't a routine funding source and items on consent are supposed to be routine. I researched LACTF and found that Tom Provine is correct that this is an acceptable fund source for these expenses. However, nearly any government purpose can be funded by this source except lobbying. And, just because a previous board approved something does not mean this board has to.

I would like to point out that many FUTURE AGENDA ITEMS were requested by previous board members and promised to be forthcoming by our current chair and they have not happened even though recent meetings have had shorter agendas. The public is paying attention and I encourage you to make sure those future agenda items come forth as promised or you lose your credibility.

Additionally, Supervisor Burroughs, you were complaining about the state of Bowman Road so keep this funding source in mind for fixing that...these are discretionary funds which means the board can determine what they are used for. The primary use for the funds is supposed to be public service related. I encourage the board to review the potential approved uses for these funds.

Jenny Alexander

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FW: Please include my comment in the minutes

From Sean Houghtby <shoughtby@tehama.gov>

Date Tue 2025-03-18 3:46 PM

To Tehama County Board of Supervisors <tcbos@tehama.gov>

See attached Public Comment from today's meeting that was sent to me.

From: jessica.clark <jessica.clark.vr@proton.me>

Sent: Tuesday, March 18, 2025 1:09 PM

To: Sean Houghtby <shoughtby@tehama.gov>

Subject: Please include my comment in the minutes

Teamwork is a concept that comes to mind when thinking about the ideal model for our county's governance. As elected officials, each of you represents 20% of our collective voice. However, it's concerning that our voice often seems to go unheard. Matt, you acknowledged in our meeting that you sometimes ignore certain individuals when they speak. This admission raises questions about how such an approach can contribute to a better future for our county. Despite being divided into districts, at the end of the day, you are our collective voice. It's essential to work together, listen to all perspectives, and prioritize effective communication to truly represent our community's interests. Matt, I'm personally disappointed by your political stunt on Facebook while you were in DC! You told me when we met the sheriff wouldn't email you back, yet you're trying to create a whirlwind over one donation for \$250 from Dr. Clark a dentist who has done business for us for over 40 years. Why would he want to email you back when you consistently pull stunts like that? I'd like to live in a reality with a healthy Board of Supervisors and county government. How can we achieve a teamwork effort? It seems like an ego issue rather than doing what's right by the citizens who voted you in. You told me you work for the collective, not the vocal minority. Well, I'm here to express that I personally speak for over 250 people who took the time to vote on my poll on Facebook.

Tom, you stated earlier this year that you look forward to working with county employees and getting a chance to see their loyalty and work with them for the betterment of Tehama County. You also said we need to trust county employees. Furthermore, recent records I've received prove just how much we shouldn't trust those at the top. I have an email to share with you, I will forward them written by Coral Ferrin to the Koff study. She expressed that she didn't pad her wages, but when told about a 3.93% difference in cost of living, she and Gabe asked them to omit that information from the final report. How can we trust those who try to hide the truth? We have serious problems in this county, and we need you to start working together. It's imperative that you immediately fix the relationship between the sheriff's department and the board as the division is unnecessary. I ask that you work together up there to fight for the citizens of this county, call out wrongdoing between those of you on the board, and conduct business professionally. We're here for business, and that's what should be conducted. The witch hunts need to cease, and problems need to be faced head-on, and rectified!

Relationships need to be mended, and accountability is important. Citizens don't trust anything right now. From the outside looking in, this is a catastrophe. However, you can change this, as Abraham Lincoln said, "Government of the people, by the people, for the people, shall not perish from the earth." Let's make sure that's true for Tehama County. I urge you to take a leap in the right direction, starting today. Let's work together to create a better future for our county."

Sent from [Proton Mail](#) for iOS

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Outlook

Dominion

From Greg Phelps <bigdog_mama@sbcglobal.net>

Date Mon 2025-03-17 8:02 AM

To Tehama County Board of Supervisors <tcbos@tehama.gov>

[Some people who received this message don't often get email from bigdog_mama@sbcglobal.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

As a concerned citizen of our county, I would like to encourage you to do more investigation into the Dominion voting system. I believe there is a warranted caution in using their equipment for tallying votes. Please do more research and vote no in renewing their contract. We must have fair elections, that represent the people. If there is any room for fraudulent results, and I believe there is, we should do everything possible to fix it.

Thank you for hearing my concerns,

Greg Phelps

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Outlook

Dominion Voting Machines

From John <johnwardphoto@sbcglobal.net>

Date Mon 2025-03-17 12:28 PM

To Tehama County Board of Supervisors <tcbos@tehama.gov>

Some people who received this message don't often get email from johnwardphoto@sbcglobal.net. [Learn why this is important](#)

I would like to urge all Board members to vote NO on item #21 on tomorrow's agenda. There has been far too much indication of fraud from these machines. We need better election integrity, perhaps paper ballots.

I do not trust machines being manipulated by outside sources.

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Outlook

Dominion machine

From ALMA CLEMENTS <almaclements@sbcglobal.net>

Date Mon 2025-03-17 12:29 PM

To Tehama County Board of Supervisors <tcbos@tehama.gov>

[Some people who received this message don't often get email from almaclements@sbcglobal.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello this is Alma Clements.

I just heard about tomorrow's agenda item #21 to renew the contract for the Dominion voting machine.

Would you please consider postponing this vote until this can be studied more carefully? Also, could this be presented at an evening meeting when "working" people could have more of an opportunity to provide input?

We have time until the next election and I'm thinking election integrity in California may be having some improvement due to the positive changes President Trump is encouraging and mandating.

If this can't be postponed, then I would ask you to consider voting no.

Thank you.

Alma Clements

Sent from my iPhone

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Outlook

Item #21 on the 3-18-25 Agenda

From John <johnwardphoto@sbcglobal.net>

Date Mon 2025-03-17 12:43 PM

To Tehama County Board of Supervisors <tcbos@tehama.gov>

Some people who received this message don't often get email from johnwardphoto@sbcglobal.net. [Learn why this is important](#)

I am encouraging ALL of the board members to vote NO on agenda item #21 at tomorrow's BOS meeting.

We need and deserve trust in our election results. A NO vote tomorrow is a vote for election integrity.

Somehow in the past with paper ballots, we were able to get the results of elections out in a timely fashion.

And that's an AWFUL lot of money coming out of the county's piggy bank!

Gail Egbert resident of District #2
egghead96080@yahoo.com

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Please see next page for

Regular Item #15 Addition to Packet

-Changes to Page 2 of the Agreement

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
CINTAS CORPORATION NO. 2**

This agreement is entered into between the County of Tehama, through its Department of Public Works, ("County") and Cintas Corporation No. 2 ("Contractor"), a subsidiary of Cintas Corporation, for the purpose of providing uniform rental and supply services.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide weekly uniform and mat rental and cleaning services according to the terms and conditions at the rates listed in Exhibit C, as negotiated by the California Department of General Services' Master Service Agreement number 5-24-99-44-01 ("Master Agreement") with Contractor, attached hereto as Exhibit B. In the event of a direct conflict between this Agreement and the Master Agreement, this Agreement shall control.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "C" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$28,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any

such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on March 31, 2025, and shall terminate Dec 31, 2027, with optional two, one-year extensions, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director of Public Works.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan, nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged to the extent caused by contractor's negligent performance

of work hereunder. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Public Works 9380 San Benito Ave. Gerber, CA, 96035 Ph 530-385-1462, FAX 530-385-1189
---------------	--

If to Contractor:	Cintas Corporation 6800 Cintas Blvd. Mason, OH 45262 Ph 408-499-8626
-------------------	---

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **NO THIRD-PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

21. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

22. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause the termination of this agreement.

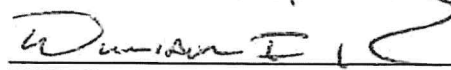
23. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 3/4/25

COUNTY OF TEHAMA



Will Pike, Interim Director of Public Works

CINTAS CORPORATION

Date: _____

Amanda Smith Digitally signed by Amanda Smith
Date: 2025.03.04 09:23:39 -08'00'

Amanda Smith, Major Account Manager

V000049

Vendor Number

3011 53110. 532801. 53140

Budget Account Number

Standard Form of Agreement – Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuous Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers but only with respect to the Contractor's indemnity obligations. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.